



AGENDA
for the Board of Trustees
of the Town of Palisade, Colorado
341 W 7th Street (Palisade Civic Center)

December 14, 2021

6:00 pm Regular Meeting

Live stream of the meeting may be viewed at

<https://youtu.be/EE79Yb92PEA>

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

II. PLEDGE OF ALLEGIANCE

III. ROLLCALL

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. HAPPY DECEMBER BIRTHDAYS! Accounting Manager Gregg Mueller, Utilities Director Matt Lemon, Trustee Susan L’Hommedieu, Facilities Supervisor Bryan Chavez, Utility Maintenance Worker Derek Malik, and Sunday Market Coordinator Seraphina Hunter

C. TOWN OFFICES WILL BE CLOSED Thursday, December 23, Friday, December 24, and Friday, December 31

VI. PRESENTATIONS

A. Introduction of new Palisade Police Officer Shawnie Higgins
Presented by Interim Chief of Police Chief Jesse Stanford.

VII. PUBLIC COMMENT

*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.*

VIII. TOWN MANAGER REPORT

A. Department Director Highlights of 2021

B. Board Projects Funding Update

1. Sewer to Clifton – USDA Grant/Loan Submitted & Under Review
2. Clinic – Needs Funding – Discussion with Town Attorney

C. Clinic Architect Selection Update**IX. 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 – November 14, 2021 – December 8, 2021

B. Minutes

Minutes from the October 26, 2021, Regular Board Meeting
 Minutes from the November 09, 2021, Regular Board Meeting
 Minutes from the November 17, 2021, Special Board Meeting

C. Resolution 2021-14

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appointing the Town Clerk of the Town of Palisade as the Designated Election Official and Directing the Town Clerk to Conduct the Regular Municipal Election, scheduled for April 5, 2022, as a Mail Ballot Election

D. Resolution 2021-15

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appointing Election Judges for the April 5, 2022, Municipal Mail Ballot Election

E. Resolution 2021-16

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Setting Time, Place, and Designated Posting Location for Public Meetings for the Town of Palisade, Colorado

F. Intergovernmental Agreement (IGA) With Mesa County Animal Services

An agreement with Mesa County Animal Services to coordinate animal control programs and services for the calendar year 2022

G. Establish Salary Schedule Pursuant Section 2-56 of the Palisade Municipal Code

This item establishes a salary schedule and pay increase under *Section 2-56 – Compensation of Town Administrator* of the Palisade Municipal Code

X. PUBLIC HEARING I**A. Resolution 2021-17**

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appropriating Sums of Money to the Various Funds in the Amounts of and for the Purpose Set Forth Below, for the Town of Palisade, Colorado, for the 2022 Budget

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

B. Resolution 2021-18

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Entire Town of Palisade, Colorado, for the Calendar Year Beginning on the First Day of January 2022 and Ending for the Calendar Year on the Last Day of December 2022

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

C. Resolution 2021-19

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Levying General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the Town of Palisade, Colorado, for the 2022 Budget Year

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

XI. NEW BUSINESS**A. Asbestos Remediation Change Order**

Herron Enterprises (the asbestos inspector) has determined additional asbestos remediation needed above and beyond the original bid documents the old high school before demolition can occur. The contractor has submitted change orders to accommodate this additional asbestos removal.

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

B. Construction Management of CDOT Highway 6 MMOF Project

Contract to hire certified CDTYO project manager as required to oversee the construction of Highway 6.

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

C. Request to Purchase “Sound Fountain”

The Board of Trustees will consider the purchase of “Sound Fountain,” a sculpture featured in the Palisade Plaza since 2019.

1. Staff Presentation
2. Board Discussion
3. Decision – *Motion, Second, Rollcall Vote*

XII. OPEN DISCUSSION

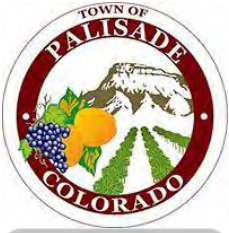
This is a chance for the Board of Trustees to voice concerns, opportunities, or other important topics, not on the Agenda. Each Trustee will be held to a limit of three minutes apiece to speak.

XIII. COMMITTEE REPORTS**XIV. ADJOURNMENT**

Palisade Pickleball holds successful fundraiser for Child & Migrant Center December 4, 2021



Palisade Pickleball members pose near the courts. The group enjoyed a day of playing pickleball, visiting, and raising more than \$2,255 in cash as well boxes of food and toys which they donated to Child & Migrant Services in Palisade.



Discussion & Direction Items:

1. Financing Construction of Clinic and Timeline:
 - To complete construction by next December for a January 1, 2023 move in date, need to start project now: hire architect & construction company
 - Financing:
 - \$1.5 million from generous support from Mesa County, receive end of January 2022 with completion of IGA.
 - \$750,000 from Community Hospital for interior build out
 - Still need \$1 million to construct building –this financing not secured:
 - Do we obtain donations?
 - COP?
 - Earmark funding still in Federal process – at this point do not know if they will pass the funding?
 - Applying for Colorado Health grant – not sure if we will receive.
2. Special Meetings needed before January 11, 2022 meeting to enter into negotiations with contractors for following projects:
 - Architect for Clinic
 - Construction Manager/Company for the Clinic
 - Construction Company for Highway 6
 - Construction Company for demolition of Old High School
3. Pipes & Laterals – does the Town want to move forward with direction to the attorney on obtaining control over Pipes & Lateral Irrigation?

Capital Improvement Project Updates:

USDA Grant/ Loan Application for the Consolidation of Palisade Sewer with Clifton Sanitation District:

- Grant application submitted with preliminary engineering plans, cultural report and financials, it is under review, estimate 5-6 weeks on loan/grant award.
- IGA completed with Clifton Sanitation District consolidating Palisade waste-water

- Pre-treatment program & IGA for waste-water being completed to integrate into system
- Preliminary surveying for new sewer pipe from lagoons to Clifton complete

Asbestos Remediation of the Old Palisade High School:

- Upon further testing and State Permits, additional asbestos has been found and will need to be removed that is beyond the original scope of the project.
- The extra work will have the project be a few weeks longer past the December deadline, however, estimated not to hold up the demolition of the building.

Demolition of Old Palisade High School:

- Demolition of old high school to begin January 2022 – RFP for bids are due December 17, 2021 – town to select contractor and be under contract by January
- Complex project with the construction of the brick wall that will take place to close in the gym that is staying on the south side of the building.

Design & Construction of New Community Clinic in Partnership with Community Hospital:

- Full funding for the construction of the clinic is not secured: \$1 million still needs to be obtained – how to proceed? Mesa County is supporting the clinic with \$1.5 million the Town will receive the end of January with completion of IGA. Community Hospital is contributing \$750,000 for the interior build out.
- RFQ for architects to design clinic was advertised in November 2021 – committee interviewed qualified companies. Highly qualified firms submitted. Negotiating fees to bring to the Board in December at special meeting.
- With selection of architect, to stay in line and in budget the town needs to bring on Construction Manager right away, especially with supply chain issues. An RFP will be advertised if funding can be secured. Hire by January 2022.

Highway 6 - Main Street to Iowa Street – New Design & Construction:

- CDOT has stamped final approval of plans. Project completion aligns with overlay paving project of highway 6 from Clifton to I-70 through Palisade.
- RFP for construction advertised with bids due December 17, 2021
- Board approve construction contract and award to proceed by January 5, 2022
- Construction completion with landscaping estimated to be May 2022

Department Highlights of 2021:

Fire Department – Chief Balke:

- February 1st – Entered into the MOU with Clifton Fire Protection District and began holding Steering Committee Meetings. We now have a draft IGA for the Fire Authority that is going through Administrative Review prior to going to the Steering Committee and the individual boards.
- We have hired seven part-time Firefighter/EMT's.
- We hired two new full-time Fire Lieutenants – Zach Shouse and Trevor Nieslanik join Cindy Lee as our full-time staff.
- In 2021 we have been able to replace some of the older apparatus to include:
 - New Water Tender
 - New/Used Ambulance
 - New/Used SCBA Compressor
- Currently have a brand-new Braun Northwest Ambulance on order with a July delivery time.
- 2021 saw the fire department break the 1,000-call mark. We still have the month of December to go. We are averaging 90 calls per month.
- The Ambulance Billing revenue has significantly improved. Through October revenue **received is \$242,911.97. Currently we are \$25,632.00** more than the previous highest year with two more months to go. I think we could see an additional \$25 - \$30K between November and December based off the number of calls we have been averaging per month. Just as a comparison, the revenue for the four prior years:
 - 2017 - \$213,357.11
 - 2018 - \$217,279.97
 - 2019 - \$ 84,477.29
 - 2020 - \$ 91,664.10
- The training program for all members has expanded and now includes having in-house CPR Instructors which will allow us to provide training to all employees of the Town.
- Position Task Books have been implemented for all levels from probationary to full-time Lieutenants. This provides a career and training path for all members.
- New furniture, equipment and station painting continues
- We have gotten rid of outdated and/or out of service items that have been around and unused for many years.

Police Department - Interim Chief Stanford:

Palisade Police Department has had a productive 2021 year. In 2021 COVID restrictions were lowered which allowed the staff to focus on some much-needed training opportunities. Here are some notable accomplishments in 2021:

- January 25th Gilbert McVay joined the police department as a new peace officer.
- May 21st Gilbert McVay graduated the field training program and was promoted to solo peace officer for the Town of Palisade.
- Jesse Stanford and James Baker were appointed to the Health and Wellness Committee. In collaboration with Bryan Flannigan and Troy Ward the new gym facility located at the Palisade Fire Department was completed.
- PD remodel complete and all staff is very happy with new look.
- August 16th Robert Segers was introduced as the New School Resource Officer for Palisade High School and Taylor Elementary School.
- Palisade Police provided public safety for all scheduled festivals and special events. The events produced minimal criminal issues and were overall a success.
- By December 31, we will have completed all required In-Service training mandated by the Colorado Peace Officer Standards and Training (POST).
- In November of 2021 a Lieutenant Position was created for PPD. Jesse Stanford was promoted from Investigation Sergeant to Lieutenant. Mark Post was promoted from Detective to Investigation Sergeant.
- In Late November, Shawnie Higgins was hired as the newest staff member (Police Officer). Shawnie graduated the WCC Police Academy on December 1st, and is now going through the 14-week field training program with PPD.

In closing, Palisade Police Department and all staff is proud to serve the Town of Palisade and we are looking forward to 2022. The Palisade Police Department is driven by highly competent and compassionate people who pride themselves on giving their very best to produce a public safety service we all can be proud of., so “I salute them” and say thank you.

This one picture sums up what Palisade Police Department is all about.



Community Development – Brian Rusche:

The first year of my tenure as Director have been quite busy. I am working hard to get to know people in the community and learning what makes Palisade a unique place.

Here are highlights of the accomplishments in Community Development for 2021:

Planning and Development Projects

- Subdivision and Conditional Use approval for drive-through Subway restaurant off I-70
- Rezone approval for future Colorado Cellars tasting room on Elberta
- Conditional Use approval for Harvest Hosts RV parking at Colorado Vintners
- Administrative approval of retail location for Sage Creations lavender farm at 223 Main
- Administrative approval for The Ordinary Fellow winery at 202 Peach
- Administrative approval of paddle board shop at 3816 N River Road
- Conditional Use approval to relocate Happy Camper Dispensary to Wine Valley Rd.
- Short Term Vacation Rental approved by Planning Commission at 831 Logan St.
- Conditional Use approval for a mural at 305 Main St.
- Variance approval for the Palisade Historical Society sign at 3740 G Road.
- Variance approval for the Colterris Wine Bar and Museum at 244 W. 3rd St.
- 220 Planning Clearances issued so far in 2021 (for reference – 143 issued in all of 2020)
 - Includes 23 new single-family homes (may be a record in one year)

Community Development Projects

- Worked with County Treasurer to acquire property for the Town previously owned by the County, ensuring a continuation of open space across from Riverbend Park.
- Worked with the Union Pacific Railroad to lease underutilized right-of-way between Main and 1st St. (north of the tracks) for additional public parking and worked with Public Works on improvements to this property.
- Assisted in the ongoing work toward a new clinic at the site of the former high school, including publishing bid requests for demolition of the building and in the selection of an architect and preliminary site planning for the future clinic.
- Provide staff support to Palisade Art Vision (PAV) – new sculptures were unveiled September 11 and plans for next year are underway.

Grants

- Received final Main Street grant worth \$100,000 for detached sidewalk on Highway 6 adjacent to fire station – to be constructed with MMOF improvements already out to bid.
- Wrote Main Street grants worth \$100,000 for downtown – parklets for Peche and Diorios have been installed and sidewalk improvements made to Main Street north of the railroad tracks as well as a new “bump out” at Third and Main in front of Blue Pig.
- Exploring other grant opportunities for 2022.

Land Development Code Updates

- Code Amendments –
 - Amendments to the Use Table for drive-throughs, gravel pits, and hemp and marijuana growing, processing, and testing (Ordinance 2021-03)
 - Amendments to the Use Table for offices in Town Center and warehouse/freight movement as a CUP (Ordinance 2021-06)
 - Amendments to bed and breakfast standards, state childcare provisions, dumpster enclosures, and effective date of decisions are coming to the Board in January.

Organizational Efforts

- All current agendas and minutes of the Planning Commission posted to website
- Todd Widegren has been promoted and will be implementing our own GIS system. The system setup was paid for by a grant and is vital to the Town for cataloguing our infrastructure to better plan for future improvements. A presentation on this system was given to both the Planning Commission and Board in October.
- Facilitated a training session for the Board and Planning Commission on July 27 on the topic of Traffic Studies.
- Attended a Regional Planning Commission workshop in December with the other Planning Commissions in the Grand Valley.
- Attended the CO state conference of the American Planning Association (APA) to network and learn from other professional planners.
- Worked with various valley-wide committees including TAC (Transportation Advisory Committee) and addressing committee.
- Assist other Town departments as appropriate

Comprehensive Plan

- Comprehensive Plan – DOLA has approved an administrative grant for \$25,000 which, in addition to the \$25,000 match in the budget, will allow the project to begin in 2022.
- Currently working on an RFQ for potential consultants.
- Public outreach will begin once a consultant is selected, including the formation of focus groups and other methods for citizens to get involved in shaping the Comprehensive Plan.

I appreciate the opportunity to serve the community and am looking forward to great things in Palisade in 2022.

Utilities – Matt Lemon:

Streets:

- Installed 3 Radar speed signs with good community feedback, Town staff will be installing two more for West bound Hwy 6 in Veterans Park and Main Street
- Completed upgrades to RR lease parking lot. Driveway aprons and fencing
- Plunge trail shuttle stop in Main Street parking along with Way finding signage and historical interest piece.
- Parklet and parklet safety items
- Fresh road markings at Elberta and First street intersection
- Upgraded dead end safety barriers with paint and reflective tape. East 4th, East 5th, Iowa, Rosa, Milliman
- Lease agreement to expand Palisade Rim parking lot and installation of vault toilet
- R.O.W. property inventory for better weed control and routine maintenance.
- Logan Ave sidewalk installation

Wastewater (collections and Treatment):

- Improved duck weed mitigation
- Improved aerator and lift station preventive maintenance.
- New Chlorine injection system at treatment plant
- Purchased and replacing composite sampler in headworks building for better monthly sampling profiles.
- Bower Avenue Sewer and Water lines replaced with new asphalt surface.

Water Improvement Projects:

- Multi-year water meter upgrade project – placing water meter reading on-line
- Capital improvement study for priority of replacing water lines
- Water & Waste-water rate study to begin in 2022
- Water looping in various areas of town to better assist with keeping water on in areas if there is a water leak
- Cabin Reservoir maintained and meeting all state certification requirements
- Replacing old fire hydrants to modern standards – replacing main lines to hydrants throughout town and Vinelands water system
- New 960 water line to Cabin Reservoir installed and completed
- Main 18” water line at Rapid Creek replaced – adding a butterfly valve – to control isolating the line in case of water leaks.
- Replace 20’ section of 18” line next to highway 6 – improve main line into town
- Replaced hypo chlorine generator
- Plant process overview with wright water engineering.

Waste Management – Trash

- Successful implementation of individual home recycling program

Parks & Events – Troy Ward

Sunday Market:

- Expanded size of market and had record numbers attending
- Won Silver Medal for ‘Best of the West Farmers Market 2021

Parks:

- \$15,000 grant for tamarisk & russian olive mitigation along the riverbank
- Successful remediation leading to donated native planting project of 800 plants along the east riverbank
- Community effort with tamarisk coalition, palisade parks crew, Palisade & Clifton fire department who removed tamarisk and r. olive trees – mulched material and performed wildfire training on large piles of the material
- 2022 design effort with Army Corp of Engineers to improve boat ramp at Harky’s Launch
- Replacement of benches, repair of bar-b-ques - & enjoyment of new playground equipment

Events:

- 1st national disc golf tournament held at Riverbend Disc Golf Course
- Winefest, Peachfest, 4th of July, Trick – Treat, Lavenderfest, Sam Bush, National Rugby Tournament 4th year, Peachy Marathon, all a great success with record numbers attending!
- New event policy and applications with black-out dates being created for 2022
- Opening of the Palisade Plunge Trail – both widening of North River Road & Parking lot
- Palisade Plunge opening celebration – great success and attendance by: Mesa County Commissioners & Manager, Secretary Haaland of the U.S. Dept. of the Interior, Senator Hickenlooper, Governor Polis, House Representative Sopris, COPMOBA & many residents of Palisade and neighbors.

Total of Grant Funding for Town Improvements & Projects from 2018-present: \$2,570,091

- Marketing Grant – team with Fruita & TAB - \$25,000 with \$10,000 match
- Street Leaf Vacuum - \$67,781.00 no match
- Commercial Wood Chipper: \$37,310 no match
- Fire Brush Truck -Federal Mineral Lease Grant - \$140,000 with 60% match
- DOLA Sewer Study Grant: \$50,000 with 50% match
- Riverbend Park – Tamarisk & Russian Olive Mitigation Grant - \$20,000
- MMOF Grant for Highway 6 - \$912,000 with 50% match
- Detached Sidewalk Highway 6 - \$100,000 Main Street grant – no match
- TAP Grant for Sidewalks to Palisade High School - \$1 million with 20% match
- Parklets for Palisade Businesses – CARES Act Funding - \$120,000
- Main Street Grant - \$50,000
- Bus Stop on 2nd Street & Historic Scale feature - \$25,000 GOCO Grant
- Purchase of Public Parking Lot on 2nd & Main - \$100,000 GOCO Grant



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EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – Dec 14 , 2021

Date Range of Payables – Nov 14, 2021 – Dec 8, 2021

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 Invoice Detail.Input date = 11/04/2021-12/08/2021

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	NOV PR COR	AFLAC After-Tax Pay Period: 11/	11/18/2021	64.50-	64.50-	11/18/2021	
AFLAC INSURANCE	PR1030210	AFLAC Pre-tax Pay Period: 10/30	11/04/2021	131.04	131.04	11/18/2021	
AFLAC INSURANCE	PR1030210	AFLAC After-Tax Pay Period: 10/	11/04/2021	34.20	34.20	11/18/2021	
AFLAC INSURANCE	PR1113210	AFLAC Pre-tax Pay Period: 11/13	11/17/2021	177.48	177.48	11/18/2021	
AFLAC INSURANCE	PR1113210	AFLAC After-Tax Pay Period: 11/	11/17/2021	48.60	48.60	11/18/2021	
AFLAC INSURANCE	PR1127210	AFLAC After-Tax Pay Period: 11/	12/03/2021	48.60	.00		
AFLAC INSURANCE	PR1127210	AFLAC Pre-tax Pay Period: 11/27	12/03/2021	177.48	.00		
CASELLE, INC.	113937	2022 CONTRACT SUPPORT - S	12/01/2021	16,679.00	.00		
COLORADO DEPT OF REVENU	PR1030210	State Withholding Tax Pay Period	11/04/2021	2,916.00	.00		
COLORADO DEPT OF REVENU	PR1113210	State Withholding Tax Pay Period	11/17/2021	2,826.00	.00		
COLORADO DEPT OF REVENU	PR1127210	State Withholding Tax Pay Period	12/03/2021	3,616.00	.00		
COLORADO STATE TREASURE	PR1030211	State Unemployment Tax Pay Per	11/04/2021	266.99	.00		
COLORADO STATE TREASURE	PR1113211	State Unemployment Tax Pay Per	11/17/2021	256.92	.00		
COLORADO STATE TREASURE	PR1127211	State Unemployment Tax Pay Per	12/03/2021	321.74	.00		
FICA/MED/ P/R TAXES	PR1030212	Federal Withholding Tax Pay Peri	11/04/2021	8,184.05	.00		
FICA/MED/ P/R TAXES	PR1030212	Social Security Pay Period: 10/30	11/04/2021	3,631.51	.00		
FICA/MED/ P/R TAXES	PR1030212	Social Security Pay Period: 10/30	11/04/2021	3,631.51	.00		
FICA/MED/ P/R TAXES	PR1030212	Medicare Pay Period: 10/30/2021	11/04/2021	1,284.58	.00		
FICA/MED/ P/R TAXES	PR1030212	Medicare Pay Period: 10/30/2021	11/04/2021	1,284.58	.00		
FICA/MED/ P/R TAXES	PR1113212	Social Security Pay Period: 11/13	11/17/2021	3,471.46	.00		
FICA/MED/ P/R TAXES	PR1113212	Social Security Pay Period: 11/13	11/17/2021	3,471.46	.00		
FICA/MED/ P/R TAXES	PR1113212	Medicare Pay Period: 11/13/2021	11/17/2021	1,287.62	.00		
FICA/MED/ P/R TAXES	PR1113212	Medicare Pay Period: 11/13/2021	11/17/2021	1,287.62	.00		
FICA/MED/ P/R TAXES	PR1113212	Federal Withholding Tax Pay Peri	11/17/2021	7,714.05	.00		
FICA/MED/ P/R TAXES	PR1127212	Federal Withholding Tax Pay Peri	12/03/2021	13,820.05	.00		
FICA/MED/ P/R TAXES	PR1127212	Social Security Pay Period: 11/27	12/03/2021	3,489.75	.00		
FICA/MED/ P/R TAXES	PR1127212	Social Security Pay Period: 11/27	12/03/2021	3,489.75	.00		
FICA/MED/ P/R TAXES	PR1127212	Medicare Pay Period: 11/27/2021	12/03/2021	1,531.83	.00		
FICA/MED/ P/R TAXES	PR1127212	Medicare Pay Period: 11/27/2021	12/03/2021	1,531.83	.00		
FIRE AND POLICE PENSION	PR1030210	FPPA Fire DD Pay Period: 10/30/	11/04/2021	121.37	.00		
FIRE AND POLICE PENSION	PR1030210	FPPA 457 Pay Period: 10/30/202	11/04/2021	70.00	.00		
FIRE AND POLICE PENSION	PR1030210	Police Pension Pay Period: 10/30	11/04/2021	2,345.87	.00		
FIRE AND POLICE PENSION	PR1030210	Police Pension Pay Period: 10/30	11/04/2021	1,733.89	.00		
FIRE AND POLICE PENSION	PR1030210	Fire Pension Pay Period: 10/30/2	11/04/2021	465.25	.00		
FIRE AND POLICE PENSION	PR1030210	Fire Pension Pay Period: 10/30/2	11/04/2021	343.88	.00		
FIRE AND POLICE PENSION	PR1030210	FPPA Police DD Pay Period: 10/3	11/04/2021	611.97	.00		
FIRE AND POLICE PENSION	PR1113210	FPPA Police DD Pay Period: 11/1	11/17/2021	644.20	.00		
FIRE AND POLICE PENSION	PR1113210	FPPA Fire DD Pay Period: 11/13/	11/17/2021	72.53	.00		
FIRE AND POLICE PENSION	PR1113210	FPPA 457 Pay Period: 11/13/202	11/17/2021	70.00	.00		
FIRE AND POLICE PENSION	PR1113210	Police Pension Pay Period: 11/13	11/17/2021	2,469.43	.00		
FIRE AND POLICE PENSION	PR1113210	Police Pension Pay Period: 11/13	11/17/2021	1,825.24	.00		
FIRE AND POLICE PENSION	PR1113210	Fire Pension Pay Period: 11/13/2	11/17/2021	278.01	.00		
FIRE AND POLICE PENSION	PR1113210	Fire Pension Pay Period: 11/13/2	11/17/2021	205.49	.00		
FIRE AND POLICE PENSION	PR1127210	Police Pension Pay Period: 11/27	12/03/2021	3,654.00	.00		
FIRE AND POLICE PENSION	PR1127210	Fire Pension Pay Period: 11/27/2	12/03/2021	523.94	.00		
FIRE AND POLICE PENSION	PR1127210	Fire Pension Pay Period: 11/27/2	12/03/2021	387.26	.00		
FIRE AND POLICE PENSION	PR1127210	FPPA Police DD Pay Period: 11/2	12/03/2021	1,289.65	.00		
FIRE AND POLICE PENSION	PR1127210	FPPA Fire DD Pay Period: 11/27/	12/03/2021	136.68	.00		
FIRE AND POLICE PENSION	PR1127210	FPPA 457 Pay Period: 11/27/202	12/03/2021	70.00	.00		
FIRE AND POLICE PENSION	PR1127210	Police Pension Pay Period: 11/27	12/03/2021	4,943.66	.00		
ICMA TRST 401 - 107074	PR1030210	ICMA 401K Pay Period: 10/30/20	11/04/2021	2,115.02	.00		
ICMA TRST 401 - 107074	PR1030210	ICMA 401K Pay Period: 10/30/20	11/04/2021	2,115.02	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ICMA TRST 401 - 107074	PR1113210	ICMA 401K Pay Period: 11/13/20	11/17/2021	2,122.40	.00		
ICMA TRST 401 - 107074	PR1113210	ICMA 401K Pay Period: 11/13/20	11/17/2021	2,134.63	.00		
ICMA TRST 401 - 107074	PR1127210	ICMA 401K Pay Period: 11/27/20	12/03/2021	2,129.22	.00		
ICMA TRST 401 - 107074	PR1127210	ICMA 401K Pay Period: 11/27/20	12/03/2021	2,129.22	.00		
ICMA TRST 457 - 304721	PR1030210	ICMA 457 Pay Period: 10/30/202	11/04/2021	200.00	.00		
ICMA TRST 457 - 304721	PR1113210	ICMA 457 Pay Period: 11/13/202	11/17/2021	200.00	.00		
ICMA TRST 457 - 304721	PR1127210	ICMA 457 Pay Period: 11/27/202	12/03/2021	200.00	.00		
LINCOLN NATIONAL	PR1030211	Life Insurance - LN Pay Period: 1	11/04/2021	222.00	222.00	11/05/2021	
LINCOLN NATIONAL	PR1127211	Life Insurance - LN Pay Period: 1	12/03/2021	222.00	.00		
MESA COUNTY VALLEY SCHOO	MESA COUNT	SCHOOL LAND DEDICATION FE	12/08/2021	22,080.00	.00		
FAMILY SUPPORT REGISTRY	PR1030211	FIPS 056888833 Garnishment P	11/04/2021	342.07	342.07	11/05/2021	
FAMILY SUPPORT REGISTRY	PR1113211	FIPS 056888833 Garnishment P	11/17/2021	227.07	227.07	11/17/2021	
FAMILY SUPPORT REGISTRY	PR1127211	FIPS 056888833 Garnishment P	12/03/2021	342.07	.00		
MUTUAL OF OMAHA INSURANC	NOV PR COR	LTD - MOA Pay Period: 10/30/20	11/18/2021	1.09	1.09	11/18/2021	
MUTUAL OF OMAHA INSURANC	PR1030211	LTD - MOA Pay Period: 10/30/20	11/04/2021	310.72	310.72	11/18/2021	
MUTUAL OF OMAHA INSURANC	PR1127211	LTD - MOA Pay Period: 11/27/20	12/03/2021	329.06	.00		
RECREATION PROGRAM REFU	10.26.2021 - CI	DEPOSIT REFUND	10/26/2021	100.00	100.00	11/10/2021	
RECREATION PROGRAM REFU	2021.11.08 - D	DEPOSIT REFUND	11/08/2021	250.00	250.00	11/10/2021	
RECREATION PROGRAM REFU	2021.12.06 - C	DEPOSIT REFUND	12/06/2021	500.00	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	144.83	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	124.23	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	597.30	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	92.28	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	139.60	.00		
CIGNA HEALTHCARE	PR1030211	Health and Dental Insurance Cig	11/04/2021	154.45	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	92.28	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	1,259.60	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	139.60	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	1,906.83	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	154.45	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	144.83	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	4,712.05	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	124.26	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	4,045.05	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	575.65	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	21,312.15	.00		
CIGNA HEALTHCARE	PR1113211	Health and Dental Insurance Cig	11/17/2021	6,347.05	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	154.45	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	144.83	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	165.65	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	575.65	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	92.28	.00		
CIGNA HEALTHCARE	PR1127211	Health and Dental Insurance Cig	12/03/2021	139.60	.00		
ANTHEM BLUE CROSS AND BL	NOV PR COR	Vision Insurance Vision Employee	11/18/2021	31.16-	31.16-	11/18/2021	
ANTHEM BLUE CROSS AND BL	PR1030211	Vision Insurance Vision Employee	11/04/2021	91.10	91.10	11/18/2021	
ANTHEM BLUE CROSS AND BL	PR1030211	Vision Insurance Vision Employee	11/04/2021	28.19	28.19	11/18/2021	
ANTHEM BLUE CROSS AND BL	PR1030211	Vision Insurance Vision Employee	11/04/2021	11.99	11.99	11/18/2021	
ANTHEM BLUE CROSS AND BL	PR1030211	Vision Insurance Vision Employee	11/04/2021	11.48	11.48	11/18/2021	
ANTHEM BLUE CROSS AND BL	PR1113211	Vision Insurance Vision Employee	11/17/2021	81.99	.00		
ANTHEM BLUE CROSS AND BL	PR1113211	Vision Insurance Vision Employee	11/17/2021	28.21	.00		
ANTHEM BLUE CROSS AND BL	PR1113211	Vision Insurance Vision Employee	11/17/2021	11.99	.00		
ANTHEM BLUE CROSS AND BL	PR1113211	Vision Insurance Vision Employee	11/17/2021	11.48	.00		
ANTHEM BLUE CROSS AND BL	PR1127211	Vision Insurance Vision Employee	12/03/2021	11.48	.00		
ANTHEM BLUE CROSS AND BL	PR1127211	Vision Insurance Vision Employee	12/03/2021	81.99	.00		
ANTHEM BLUE CROSS AND BL	PR1127211	Vision Insurance Vision Employee	12/03/2021	28.19	.00		
ANTHEM BLUE CROSS AND BL	PR1127211	Vision Insurance Vision Employee	12/03/2021	17.99	.00		
BOYD, TRAVIS	2021.11.08 - P	PETTY CASH CORRECTION	11/08/2021	6.00-	6.00-	11/17/2021	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total :				190,798.98	1,885.37		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ADMINISTRATION							
CAPITAL BUSINESS SYSTEMS	30588237	COPIER LEASE	12/01/2021	553.00	.00		
CIRSA	211954	DEDUCTIBLE	11/15/2021	170.80	.00		
COLORADO MUNICIPAL LEAGU	2022	2022 MEMBERSHIP DUES	11/03/2021	1,655.00	1,655.00	11/17/2021	
GRAND JUNCTION MEDIA, INC.	12213427	EMPLOYMENT AD- POLICE CHI	11/30/2021	341.25	.00		
FRASIER, KELI	2021 CELL PH	CELL PHONE REIMBURSEMEN	12/06/2021	600.00	.00		
GRAND JUNCTION ECONOMIC	2021	2021 ANNUAL PLEDGE	11/11/2021	1,000.00	1,000.00	11/17/2021	
MESA COUNTY	RT-000592	GRAND VALLEY TRANSIT	11/04/2021	2,350.00	2,350.00	11/17/2021	
QUADIENT LEASING	N9116790	POSTAGE MACHINE LEASE	10/29/2021	297.72	297.72	11/17/2021	
OFFICE DEPOT	208401194001	OPERATING SUPPLY-ADMIN - D	11/09/2021	329.99	329.99	11/17/2021	
OFFICE DEPOT	209951824001	OFFICE SUPPLY - ADMIN	11/11/2021	60.37	60.37	11/24/2021	
PROVELOCITY LLC	32484	IT SYSTEM COMPONENTS	11/23/2021	110,276.00	110,276.00	11/24/2021	
PROVELOCITY LLC	32862	INFORMATION TECHNOLOGY	12/01/2021	7,334.30	.00		
CENTURY LINK	11.01.2021	9016 - ADMIN. FAX	11/01/2021	108.55	108.55	11/17/2021	
WILD FLOWER, THE	000042	FLOWERS - M POST	12/07/2021	63.62	.00		
XCEL ENERGY	NOV2021 BILL	ADMINISTRATION LIGHTS	11/16/2021	390.61	390.61	11/22/2021	
MUNICIPAL CODE CORPORATI	00367365	ADMIN SUPPORT FEES - DEC 2	12/02/2021	250.00	.00		
J-U-B ENGINEERS	0147144	ADMIN PRO SERVICES	10/20/2021	1.12	.00		
J-U-B ENGINEERS	0147144	ADMIN PRO SERVICES	10/20/2021	634.16	.00		
J-U-B ENGINEERS	0148061	ADMIN PRO SERVICES	11/22/2021	434.61	.00		
KARP NEU HANLON, PC	33100	ADMIN - PROFESSIONAL SERVI	12/03/2021	4,902.00	.00		
WILLIAM CARLSON	2021.11.16 - M	MILEAGE	11/30/2021	156.80	.00		
BOYD, TRAVIS	2021.11.08 - P	OD BANK FEE	11/08/2021	6.00	6.00	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	EMPLOYEE TESTING	11/08/2021	9.01	9.01	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	DMV - VEHICLE TITLE/REG	11/08/2021	23.12	23.12	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	OFFICE FURNITURE - FINANCE	11/08/2021	5.80	5.80	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	POSTAGE	11/08/2021	2.00	2.00	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	DMV - VEHICLE TITLE/REG	11/08/2021	14.40	14.40	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	DMV - VEHICLE TITLE/REG	11/08/2021	28.64	28.64	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	TRANSCRIPT FEES	11/08/2021	7.50	7.50	11/17/2021	
MUELLER, GREGG	FBP11302021	FBP REIMBURSEMENT	11/30/2021	142.00	.00		
ALPINE BANK CC	BR NOV 5819 -	ADMIN - OPERATING	11/18/2021	8.21	.00		
ALPINE BANK CC	BR NOV 5819 -	ADMIN - OPERATING	11/18/2021	15.57	.00		
ALPINE BANK CC	BR NOV 5819 -	ADMIN - PRINTING/PUBLISHING	11/18/2021	403.75	.00		
ALPINE BANK CC	BR NOV 5819 -	ADMIN - OPERATING	11/18/2021	46.01	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - DUES	11/18/2021	52.99	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - OPERATING	11/18/2021	9.99	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - OPERATING	11/18/2021	47.33	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - OPERATING	11/18/2021	830.00	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - DUES	11/18/2021	14.99	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - OPERATING	11/18/2021	58.62	.00		
ALPINE BANK CC	JH NOV 3061 -	ADMIN - OPERATING	11/18/2021	58.62	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - OPERATING	11/18/2021	1,500.00	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - OPERATING	11/18/2021	47.20	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - DUES	11/18/2021	5.74	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - TRAVEL/TRAINING	11/18/2021	302.94	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - OPERATING	11/18/2021	50.00	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - TRAVEL/TRAINING	11/18/2021	14.98	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - TRAVEL/TRAINING	11/18/2021	32.00	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - TRAVEL/TRAINING	11/18/2021	10.00	.00		
ALPINE BANK CC	KF NOV 3160 -	ADMIN - TRAVEL/TRAINING	11/18/2021	38.00	.00		
SPECTRUM ENTERPRISE	108289601110	IT CHARGES	11/01/2021	119.99	119.99	11/17/2021	
ZEN COMMUNICATIONS LLC	IN7551	ADMIN - TELEPHONE	10/02/2021	445.00	445.00	11/17/2021	
ZEN COMMUNICATIONS LLC	IN7848	ADMIN - TELEPHONE	11/02/2021	739.00	739.00	11/17/2021	
ZEN COMMUNICATIONS LLC	IN8434	ADMIN - TELEPHONE	12/06/2021	129.03	.00		
AMAZON CAPITAL SERVICES	11W3-DV4C-T	ADMIN - OFFICE SUPPLIES	12/01/2021	52.23	.00		
AMAZON CAPITAL SERVICES	1FY6-YKF9-W	ADMIN - OFFICE SUPPLIES	11/01/2021	6.08	6.08	11/17/2021	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AMAZON CAPITAL SERVICES	1FY6-YKF9-W	ADMIN - SMALL EQUIPMENT	11/01/2021	74.99	74.99	11/17/2021	
AMAZON CAPITAL SERVICES	1FY6-YKF9-W	ADMIN - SMALL EQUIPMENT - C	11/01/2021	10.00-	10.00-	11/17/2021	
LINDA L FLAHERTY	2792	ADMIN - IT SYSTEM MOBILE CO	11/30/2021	19,050.00	.00		
BRIAN RUSCHE	2021 CELL PH	CELL PHONE REIMBURSEMEN	12/07/2021	600.00	.00		
Total ADMINISTRATION:				156,890.15	117,939.77		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COMMUNITY DEVELOPMENT							
BUD'S SIGNS	110911	COMM DEV - WAYFINDING SIG	11/02/2021	1,300.00	1,300.00	11/17/2021	
PALISADE HISTORICAL SOCIET	2021	COMM DEV - HISTORICAL SOCI	12/08/2021	10,000.00	.00		
ASCAP	11-20-2021	LICENSE FEE BGF 2021-2022	11/20/2021	370.67	.00		
J-U-B ENGINEERS	0147144	COMM DEV - STONE ORCHARD	10/20/2021	2,152.95	.00		
J-U-B ENGINEERS	0148061	COMM DEV - CRESTHAVEN AC	11/22/2021	57.60	.00		
J-U-B ENGINEERS	0148061	COMM DEV - GENERAL	11/22/2021	96.00	.00		
ALPINE BANK CC	BR NOV 5819 -	COMM DEV - SUPPLIES	11/18/2021	3.00	.00		
ALPINE BANK CC	KF NOV 3160 -	BGF - VOLUNTEER MANAGEME	11/18/2021	215.00	.00		
ALPINE BANK CC	TODDW NOV	COMM DEV - DUES	11/18/2021	14.99	.00		
AMAZON CAPITAL SERVICES	1KFQ-1KDX-T	COMM DEV - FILE CABINET - T	12/01/2021	135.99	.00		
BRIAN RUSCHE	FBP11302021	FLEX PLAN BENEFIT	11/30/2021	325.00	.00		
BRIAN RUSCHE	FBP12022021	FLEX PLAN BENEFIT	12/02/2021	100.00	.00		
BRIAN RUSCHE	FBP12032021	FLEX PLAN BENEFIT	12/03/2021	400.00	.00		
Total COMMUNITY DEVELOPMENT:				15,171.20	1,300.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TOURISM FUND							
WINE COUNTRY INN	TAB2-209808	TAB - FRUITA/CTO WORKSHOP	11/02/2021	179.60	179.60	11/24/2021	
ALPINE BANK CC	KF NOV 3160 -	TOURISM - ON LINE MARKETIN	11/18/2021	170.00	.00		
ALPINE BANK CC	TB NOV 3111 -	TOURISM - ON LINE MARKETIN	11/18/2021	94.99	.00		
Total TOURISM FUND:				444.59	179.60		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
RECREATION							
BOYD, TRAVIS	2021.11.08 - P	SUN MKT - ICE	11/08/2021	3.98	3.98	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	SUN MKT - DRINKS	11/08/2021	16.65	16.65	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	SUN MKT - ICE	11/08/2021	7.96	7.96	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	SUN MKT - ICE	11/08/2021	3.98	3.98	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	RECREATION - PLUNGE PARTY	11/08/2021	70.78	70.78	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	SUN MKT - DRINKS	11/08/2021	78.30	78.30	11/17/2021	
ALPINE BANK CC	BC NOV 3152 -	RECREATION - P&R PROJECTS	11/18/2021	38.98	.00		
ALPINE BANK CC	DJ NOV 4424 -	RECREATION - P&R PROJECTS	11/18/2021	6.99	.00		
ALPINE BANK CC	KF NOV 3160 -	BLUEGRASS MARKETING	11/18/2021	66.99	.00		
ALPINE BANK CC	TWARD NOV 0	RECREATION - P&R PROJECTS	11/18/2021	282.92	.00		
ALPINE BANK CC	TWARD NOV 0	RECREATION - P&R PROJECTS	11/18/2021	5.38	.00		
ALPINE BANK CC	TWARD NOV 0	RECREATION - P&R PROJECTS	11/18/2021	132.54	.00		
Total RECREATION:				715.45	181.65		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COURT							
ALPINE BANK CC	KF NOV 3160 -	COURT SUBSCRIPTIONS/SUPP	11/18/2021	179.88	.00		
Total COURT:				179.88	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POLICE							
BEHAVIORAL HEALTH	2021.11.18 - HI	PD- PRE-EMPLOYMENT SCREE	11/18/2021	300.00	.00		
CITY OF GRAND JUNCTION	2021-0007817	911 CHARGES-PD	12/02/2021	8,799.51	.00		
DRANGINIS, DAN	FBP11122021	FLEXIBLE BENEFIT PLAN REIM	11/12/2021	15.00	15.00	11/17/2021	
CENTURY LINK	11.01.2021	1343 - TOWN HALL INTERNET-R	11/01/2021	163.58	163.58	11/17/2021	
CENTURY LINK	11.01.2021	1343 - PD INTOXICATOR PORTI	11/01/2021	35.00	35.00	11/17/2021	
GCR TIRES & SERVICE	202-124659	PD - VEHICLE MAINTENANCE	11/04/2021	832.90	832.90	11/10/2021	
TROPHY CASE, THE	79862	PD - FUNSTON GIFT	11/29/2021	94.95	.00		
VERIZON WIRELESS	9890720399	POLICE DEPARTMENT CELL PH	10/15/2021	527.94	527.94	11/17/2021	
VERIZON WIRELESS	9890720399	PD BLUETREE MODEM	10/15/2021	360.09	360.09	11/17/2021	
VERIZON WIRELESS	9892929503	POLICE DEPARTMENT CELL PH	11/15/2021	527.94	.00		
VERIZON WIRELESS	9892929503	PD BLUETREE MODEM	11/15/2021	360.09	.00		
COOP COUNTRY	244738	PD CAR WASH	11/10/2021	2.05	2.05	11/17/2021	
COOP COUNTRY	244937	PD CAR WASH	11/24/2021	2.22	.00		
COOP COUNTRY	244938	PD CAR WASH	11/24/2021	8.00	.00		
COOP COUNTRY	244939	PD CAR WASH	11/24/2021	8.00	.00		
COOP COUNTRY	245020	PD CAR WASH	12/01/2021	3.07	.00		
COOP COUNTRY	245118	PD CAR WASH	12/08/2021	2.87	.00		
ANTHEM BLUE CROSS AND BL	PR12032021	Vision Insurance Vision Employe	12/03/2021	6.00-	.00		
PROSAFE	30726	PD- PATCHES	11/10/2021	93.00	93.00	11/17/2021	
KINETIC LEASING, INC.	260035	INTERCEPTOR LEASE (3)	11/11/2021	3,869.04	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - OPERATING SUPPLIES	11/18/2021	77.84	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - PROFESSIONAL SERVICE	11/18/2021	50.00	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - SMALL EQUIP	11/18/2021	26.50	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - UNIFORMS	11/18/2021	113.00	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - OPERATING SUPPLIES	11/18/2021	7.19	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - TRAINING	11/18/2021	385.00	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - TRAINING	11/18/2021	75.00	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - OPERATING SUPPLIES - F	11/18/2021	58.49	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - OPERATING SUPPLIES	11/18/2021	44.79	.00		
ALPINE BANK CC	DF NOV 3129 -	PD - OPERATING SUPPLIES	11/18/2021	72.13	.00		
ZEN COMMUNICATIONS LLC	IN8434	POLICE - TELEPHONE	12/06/2021	53.76	.00		
AXON ENTERPRISE, INC.	INUS028804	PD - BODY CAMERAS	11/01/2021	7,553.68	.00		
GILBERT MCVAY	FBP12042021	FLEX BENEFIT PLAN	12/04/2021	900.00	.00		
RHINEHART OIL CO., LLC	IN-488053-21	PD - GAS/DIESEL	10/29/2021	115.09	115.09	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	PD - GAS/DIESEL	11/05/2021	146.22	146.22	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	PD - GAS/DIESEL	11/12/2021	101.91	101.91	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	PD - GAS/DIESEL	11/19/2021	134.01	.00		
RHINEHART OIL CO., LLC	IN-530816-21	PD - GAS/DIESEL	12/02/2021	202.27	.00		
Total POLICE:				26,116.13	2,392.78		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CEMETERY							
XCEL ENERGY	NOV2021 BILL	CEMETERY LIGHTS	11/16/2021	133.69	133.69	11/22/2021	
ALPINE BANK CC	BC NOV 3152 -	CEMETERY - REPAIR/MAINT - G	11/18/2021	131.54	.00		
ALPINE BANK CC	BC NOV 3152 -	CEMETERY - REPAIR/MAINT - G	11/18/2021	263.08	.00		
RHINEHART OIL CO., LLC	IN-488053-21	CEMETERY - GAS/DIESEL	10/29/2021	24.13	24.13	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	CEMETERY - GAS/DIESEL	11/05/2021	41.41	41.41	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	CEMETERY - GAS/DIESEL	11/12/2021	44.11	44.11	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	CEMETERY - GAS/DIESEL	11/19/2021	44.06	.00		
RHINEHART OIL CO., LLC	IN-530816-21	CEMETERY - GAS/DIESEL	12/02/2021	56.19	.00		
Total CEMETERY:				738.21	243.34		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FIRE / EMS							
BOUND TREE MEDICAL, LLC	84261955	MEDICAL SUPPLIES/EMS	10/25/2021	31.98	.00		
BOUND TREE MEDICAL, LLC	84286346	MEDICAL SUPPLIES/EMS	11/11/2021	15.99	.00		
BOUND TREE MEDICAL, LLC	84290034	MEDICAL SUPPLIES/EMS	11/15/2021	106.50	.00		
BOUND TREE MEDICAL, LLC	84291914	MEDICAL SUPPLIES/EMS	11/16/2021	106.50	.00		
BOUND TREE MEDICAL, LLC	84293738	MEDICAL SUPPLIES/EMS	11/17/2021	458.27	.00		
BOUND TREE MEDICAL, LLC	84298528	MEDICAL SUPPLIES/EMS	11/22/2021	1,136.26	.00		
BOUND TREE MEDICAL, LLC	84305496	MEDICAL SUPPLIES/EMS	11/30/2021	97.44	.00		
BOUND TREE MEDICAL, LLC	84307674	MEDICAL SUPPLIES/EMS	12/01/2021	213.00	.00		
CITY OF GRAND JUNCTION	2021-0007817	911 CHARGES- FD	12/02/2021	2,407.42	.00		
CLIFTON FIRE PROTECTION DI	21-11-001	CONTRACT ADMIN SERVICES	11/22/2021	5,000.00	.00		
CLIFTON FIRE PROTECTION DI	21-11-002	MEDICAL SUPPLIES	11/23/2021	19.98	.00		
CO DIV OF FIRE PREVENTION	21-44672	FIRE FIGHTER TRAINING/CERTI	08/13/2021	325.00	325.00	11/10/2021	
CO DIV OF FIRE PREVENTION	21-49975	FIRE FIGHTER TRAINING/CERTI	08/30/2021	325.00	325.00	11/10/2021	
FUOCO MOTOR COMPANY	5056104	FD - AMBULANCE MAINTENAN	11/23/2021	272.97	.00		
LOWER VALLEY FIRE DISTRICT	10.26.2021	EMS - MEDICATIONS	10/26/2021	27.52	27.52	11/10/2021	
PALISADE PHARMACY	11538	MEDICAL SUPPLIES	11/08/2021	33.25	.00		
CENTURY LINK	11.01.2021	4735 - FIRE INTERNET	11/01/2021	165.05	165.05	11/17/2021	
CENTURY LINK	11.01.2021	9913 - FIRE ALARM	11/01/2021	196.30	196.30	11/17/2021	
CENTURY LINK	11.01.2021	0032 DATA - FIRE ALERT SYS.	11/01/2021	375.00	375.00	11/17/2021	
CENTURY LINK	11.01.2021	0032 PHONE - FIRE ALERT SYS.	11/01/2021	2,006.00	2,006.00	11/17/2021	
TWO-WAY COMMUNICATIONS	20-00665	RADIO - TENDER 41	11/08/2021	1,243.80	.00		
VERIZON WIRELESS	9890720399	FIRE DEPT / CHIEF	10/15/2021	95.68	95.68	11/17/2021	
VERIZON WIRELESS	9892929503	FIRE DEPT / CHIEF	11/15/2021	96.42	.00		
XCEL ENERGY	NOV2021 BILL	FIRE/EMS LIGHTS	11/16/2021	864.11	864.11	11/22/2021	
CHARTER COMMUNICATIONS	000082011212	INTERNET FIRE DEPT.	11/21/2021	155.29	.00		
DENNIS BODIE	1002	REIMBURSE GATE REPAIRS RA	11/10/2021	263.00	263.00	11/24/2021	
ALPINE BANK CC	CB NOV 5827 -	FD - TRAINING	11/18/2021	1,400.00	.00		
ALPINE BANK CC	JW NOV 5835 -	FD - TRAINING	11/18/2021	716.68	.00		
ALPINE BANK CC	JW NOV 5835 -	FD - TRAINING	11/18/2021	157.75	.00		
ALPINE BANK CC	JW NOV 5835 -	FD - OPERATING	11/18/2021	11.99	.00		
ALPINE BANK CC	JW NOV 5835 -	FD - TRAINING	11/18/2021	55.15	.00		
ALPINE BANK CC	JW NOV 5835 -	FD - TRAINING	11/18/2021	63.70	.00		
ZEN COMMUNICATIONS LLC	IN8434	FIRE - TELEPHONE	12/06/2021	172.04	.00		
HARTMAN BROTHERS, INC	358372	FD - OXYGEN	11/08/2021	40.05	.00		
HARTMAN BROTHERS, INC	358941	FD - OXYGEN	11/19/2021	36.05	.00		
AMAZON CAPITAL SERVICES	144T-MVTQ-V	FD - VEHICLE MAINTENANCE	11/01/2021	62.70	62.70	11/10/2021	
RHINEHART OIL CO., LLC	IN-488053-21	FD/EMS - GAS/DIESEL	10/29/2021	14.85	14.85	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	FD/EMS - GAS/DIESEL	11/05/2021	194.33	194.33	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	FD/EMS - GAS/DIESEL	11/12/2021	384.22	384.22	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	FD/EMS - GAS/DIESEL	11/19/2021	277.69	.00		
RHINEHART OIL CO., LLC	IN-530816-21	FD/EMS - GAS/DIESEL	12/02/2021	250.85	.00		
STEWART & STEVENSON LLC	60046308	FD - REPAIR & MAINTENANCE -	11/09/2021	1,963.78	.00		
BRIANNA HINCY	1001	FD - STAFF PHOTOS	11/06/2021	175.00	.00		
CHARLES BALKE	2021.11.30 - T	REIMBURSEMENT - TOOLS	11/30/2021	138.36	.00		
Total FIRE / EMS:				22,152.92	5,298.76		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
EMS							
BOBCAT OF THE ROCKIES	12097241	SHARED STREETS & PARKS	11/08/2021	255.36	255.36	11/10/2021	
BOOKCLIFF AUTO PARTS INC	331960	STREETS / PARKS SHARED CO	11/02/2021	82.56	82.56	11/10/2021	
BOOKCLIFF AUTO PARTS INC	331969	STREETS / PARKS SHARED CO	11/02/2021	36.09	36.09	11/10/2021	
BOOKCLIFF AUTO PARTS INC	332283	STREETS / PARKS SHARED CO	11/03/2021	25.76	25.76	11/10/2021	
BOOKCLIFF AUTO PARTS INC	332643	STREETS / PARKS SHARED CO	11/03/2021	27.87	27.87	11/10/2021	
BOOKCLIFF AUTO PARTS INC	332686	STREETS / PARKS SHARED CO	11/03/2021	14.80	14.80	11/10/2021	
BOOKCLIFF AUTO PARTS INC	332837	STREETS / PARKS SHARED CO	11/04/2021	97.44	97.44	11/10/2021	
BOOKCLIFF AUTO PARTS INC	333040	STREETS / PARKS SHARED CO	11/04/2021	14.24	14.24	11/10/2021	
BOOKCLIFF AUTO PARTS INC	333117	STREETS / PARKS SHARED CO	11/04/2021	11.29	11.29	11/10/2021	
BOOKCLIFF AUTO PARTS INC	337558	STREETS / PARKS SHARED CO	11/15/2021	202.18	.00		
BOOKCLIFF AUTO PARTS INC	337563	STREETS / PARKS SHARED CO	11/15/2021	137.31	.00		
BOOKCLIFF AUTO PARTS INC	337817	STREETS / PARKS SHARED CO	11/15/2021	29.49	.00		
BOOKCLIFF AUTO PARTS INC	341225	STREETS / PARKS SHARED CO	11/23/2021	125.06	.00		
BOOKCLIFF AUTO PARTS INC	341238	STREETS / PARKS SHARED CO	11/23/2021	170.00	.00		
BOOKCLIFF AUTO PARTS INC	341760	STREETS / PARKS SHARED CO	11/24/2021	19.99	.00		
BOOKCLIFF AUTO PARTS INC	342226	STREETS / PARKS SHARED CO	11/26/2021	17.26	.00		
HONNEN EQUIPMENT CO.	1326284	SHARED DEPT EXPENSES	11/23/2021	833.06	.00		
VERMEER SALES AND SERVIC	20018540	SHARED EXPENSES	11/23/2021	374.57	.00		
WESTERN IMPLEMENT	IN74297	SHARED EXPENSES	11/04/2021	133.61	133.61	11/10/2021	
COOP COUNTRY	244739	PW CAR WASH	11/10/2021	10.00	10.00	11/17/2021	
COOP COUNTRY	244740	PW CAR WASH	11/10/2021	10.00	10.00	11/17/2021	
COOP COUNTRY	244940	PW CAR WASH	11/24/2021	2.00	.00		
COOP COUNTRY	245119	PW CAR WASH	12/08/2021	12.00	.00		
COOP COUNTRY	245120	PW CAR WASH	12/08/2021	10.00	.00		
COOP COUNTRY	245121	PW CAR WASH	12/08/2021	2.00	.00		
TYLER BATTERY	111747	SHARED COSTS	11/17/2021	88.72	.00		
TYLER BATTERY	112941	SHARED COSTS	11/29/2021	97.46	.00		
ALPINE BANK CC	DJ NOV 4424 -	SHARED EXPENSES	11/18/2021	42.14	.00		
ALPINE BANK CC	DJ NOV 4424 -	SHARED EXPENSES	11/18/2021	19.12	.00		
ALPINE BANK CC	DJ NOV 4424 -	SHARED EXPENSES	11/18/2021	13.96	.00		
ALPINE BANK CC	DJ NOV 4424 -	SHARED EXPENSES	11/18/2021	48.32	.00		
ALPINE BANK CC	DJ NOV 4424 -	SHARED EXPENSES	11/18/2021	5.58	.00		
ALPINE BANK CC	KF NOV 3160 -	SHARED EXPENSES	11/18/2021	72.65	.00		
ALPINE BANK CC	ML NOV 3103 -	SHARED EXPENSES	11/18/2021	115.00	.00		
ALPINE HARDWARE OF COLOR	3012-4	SHARED EXPENSES	11/10/2021	143.05	.00		
ALPINE HARDWARE OF COLOR	3018-4	SHARED EXPENSES	11/29/2021	21.57	.00		
AMAZON CAPITAL SERVICES	1J41-Q9YK-Y7	SHARED EXPENSES - STREET	12/01/2021	50.88	.00		
AMAZON CAPITAL SERVICES	1J41-Q9YK-Y7	SHARED EXPENSES - STREET	12/01/2021	56.59	.00		
AMAZON CAPITAL SERVICES	1J41-Q9YK-Y7	SHARED EXPENSES - STREET	12/01/2021	21.69	.00		
Total EMS:				3,416.15	719.02		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STREETS							
ADCOCK CONCRETE INC.	7818	SIDEWALK REPAIR - CRITICAL	11/03/2021	2,474.00	2,474.00	11/17/2021	
ADCOCK CONCRETE INC.	7825	3rd & MAIN - GRANT FUNDED	11/08/2021	10,791.00	10,791.00	11/17/2021	
ADCOCK CONCRETE INC.	7844	MAIN & RR TRACKS - INLET BO	11/24/2021	1,585.00	.00		
TAYLOR FENCE COMPANY /	G54418	FENCE - Main Street Parking Lot	11/09/2021	1,611.32	1,611.32	11/24/2021	
XCEL ENERGY	NOV2021 BILL	STREET LIGHTS	11/16/2021	2,918.30	2,918.30	11/22/2021	
XCEL ENERGY	NOV2021 BILL	STREET LIGHTS	11/16/2021	140.61	140.61	11/22/2021	
XCEL ENERGY	NOV2021 BILL	307 MAIN -CHARGING STATION	11/16/2021	12.33	12.33	11/22/2021	
TYLER BATTERY	111758	STREETS - SCHOOL CROSSIN	11/18/2021	41.48	.00		
ALPINE BANK CC	ML NOV 3103 -	STREETS - UNIFORMS	11/18/2021	21.00	.00		
AM SIGNAL INC.	M25950	RADAR STREET SIGN	11/16/2021	4,780.00	.00		
WESTERN SLOPE IRON & SUP	163518	STREETS - STEEL FOR BOLLAR	11/09/2021	1,303.20	.00		
WESTERN SLOPE IRON & SUP	163732	STREETS - BOLLARD CAPS	11/23/2021	57.50	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	STREETS - OPERATING SUPPLI	12/01/2021	88.99	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	STREETS - OPERATING SUPPLI	12/01/2021	139.90	.00		
RHINEHART OIL CO., LLC	IN-488053-21	STREETS - GAS/DIESEL	10/29/2021	60.33	60.33	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	STREETS - GAS/DIESEL	11/05/2021	103.53	103.53	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	STREETS - GAS/DIESEL	11/12/2021	110.28	110.28	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	STREETS - GAS/DIESEL	11/19/2021	110.15	.00		
RHINEHART OIL CO., LLC	IN-530816-21	STREETS - GAS/DIESEL	12/02/2021	140.47	.00		
AGAVE CONSTRUCTION, LLC	AG-265	STREETS - REPAIR & MAINT ST	11/28/2021	785.50	.00		
Total STREETS:				27,274.89	18,221.70		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WATER							
BOOKCLIFF AUTO PARTS INC	338779	WATER - VEHICLE MAINTENAN	11/17/2021	138.09	.00		
BOOKCLIFF AUTO PARTS INC	339066	WATER - VEHICLE MAINTENAN	11/17/2021	54.00	.00		
DANA KEPNER COMPANY	1551947-00	PW - METERS	11/23/2021	4,885.92	.00		
ED BOZARTH CHEVROLET	195366	WATER - REPAIR & MAINT VEHI	11/17/2021	534.55	.00		
HACH COMPANY	12728533	WATERPLANT SUPPLIES	11/03/2021	33.59	33.59	11/17/2021	
LITTLETON, MICHAEL	2021.11.30 - MI	MILEAGE - WATER OPERATING	11/30/2021	32.82	.00		
CENTURY LINK	11.01.2021	7148 - CARETAKER RESERVOI	11/01/2021	63.56	63.56	11/17/2021	
DANSCO ENTERPRISES INC D	1507	PW - FIRST AID	11/08/2021	80.30	80.30	11/24/2021	
U S POSTOFFICE	11.30.2021 UTI	WATER	12/01/2021	182.58	182.58	12/01/2021	
UPLAND GRAVEL	3335	WATER LINE REPAIR - ROCK	05/07/2021	484.74	484.74	11/17/2021	
UPLAND GRAVEL	3335	METER REPAIR - ROCK	05/07/2021	161.57	161.57	11/17/2021	
UTE WATER CONSERVANCY	112321	DRIP CONTRIBUTION	11/23/2021	500.00	.00		
UTE WATER CONSERVANCY	LAB21036	4TH QTR COMPLIANCE ANALY	11/23/2021	235.00	.00		
VERIZON WIRELESS	9890720398	PUBLIC WORKS CELL PHONES	10/15/2021	144.86	144.86	11/17/2021	
VERIZON WIRELESS	9890720399	PUBLIC WORKS CELL PHONES	10/15/2021	151.29	151.29	11/17/2021	
VERIZON WIRELESS	9892929502	PUBLIC WORKS CELL PHONES	11/15/2021	144.86	.00		
VERIZON WIRELESS	9892929503	PUBLIC WORKS CELL PHONES	11/15/2021	150.22	.00		
XCEL ENERGY	NOV2021 BILL	WATER LIGHTS	11/16/2021	311.61	311.61	11/22/2021	
XCEL ENERGY	NOV2021 BILL	175 1/2 E. 3RS - BULK WATER S	11/16/2021	99.15	99.15	11/22/2021	
AIR COMPRESSOR SERVICE, L	52901	WATER - EQUIPMENT REPAIR	11/18/2021	411.93	411.93	11/24/2021	
BUREAU OF RECLAMATION	1803382161	RUEDI WATER - 2021	12/02/2021	638.00	.00		
US BANK	6299554	WATER REVENUE BONDS ADMI	10/25/2021	302.50	302.50	11/17/2021	
DE NORA WATER TECHNOLOGI	9200049984	WATER PLANT EQUIP	11/10/2021	328.39	328.39	11/17/2021	
J-U-B ENGINEERS	0148061	CABIN RESERVOIR	11/22/2021	1,456.00	.00		
CORE & MAIN	P913075	WATERLINE REPAIR - CULVERT	11/09/2021	660.00	660.00	11/17/2021	
COLORADO CSG II LLC	10045230	SUBSCRIBER - WATER	12/06/2021	591.72	.00		
BOYD, TRAVIS	2021.11.08 - P	WATER - VEHICLE REPAIR	11/08/2021	23.22	23.22	11/17/2021	
BOYD, TRAVIS	2021.11.08 - P	UTILITY POSTAGE	11/08/2021	4.65	4.65	11/17/2021	
ALPINE BANK CC	BF NOV 4622 -	WATER - OPERATING	11/18/2021	3.59	.00		
ALPINE BANK CC	BF NOV 4622 -	WATER - OPERATING	11/18/2021	1.19	.00		
ALPINE BANK CC	DM NOV 4309	WATER - TRAINING	11/18/2021	85.00	.00		
ALPINE BANK CC	FH NOV 4614 -	WATER - BLDG MAINT & REPAI	11/18/2021	61.52	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - OPERATING	11/18/2021	84.83	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - TRAINING	11/18/2021	115.00	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - BLDG MAINT & REPAI	11/18/2021	235.75	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - OPERATING	11/18/2021	7.56-	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - OPERATING	11/18/2021	21.98	.00		
ALPINE BANK CC	FM NOV 3145 -	WATER - OPERATING	11/18/2021	21.98	.00		
ALPINE BANK CC	ML NOV 3103 -	WATER - SUBSCRIPTIONS	11/18/2021	14.99	.00		
ALPINE BANK CC	ML NOV 3103 -	WATER - UNIFORMS	11/18/2021	21.00	.00		
OPTIMUS COMMUNICATIONS, L	21025	INTERNET SERVICE	11/19/2021	87.00	87.00	11/24/2021	
ZEN COMMUNICATIONS LLC	IN8434	WATER - TELEPHONE	12/06/2021	193.56	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	WATER - OPERATING SUPPLIE	12/01/2021	223.21	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	WATER - OPERATING SUPPLIE	12/01/2021	183.03	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	WATER - OPERATING SUPPLIE	12/01/2021	52.84	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	WATER - OPERATING SUPPLIE	12/01/2021	7.99	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	WATER - OPERATING SUPPLIE	12/01/2021	11.78	.00		
RHINEHART OIL CO., LLC	IN-488053-21	WATER - GAS/DIESEL	10/29/2021	84.46	84.46	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	WATER - GAS/DIESEL	11/05/2021	144.95	144.95	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	WATER - GAS/DIESEL	11/12/2021	154.39	154.39	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	WATER - GAS/DIESEL	11/19/2021	154.21	.00		
RHINEHART OIL CO., LLC	IN-530816-21	WATER - GAS/DIESEL	12/02/2021	196.65	.00		
AGAVE CONSTRUCTION, LLC	AG-266	WATER - REPAIR&MAINT STRE	11/28/2021	1,312.60	.00		
AGAVE CONSTRUCTION, LLC	AG-267	WATER - REPAIR&MAINT STRE	11/28/2021	556.15	.00		
AGAVE CONSTRUCTION, LLC	AG-269	WATER - REPAIR&MAINT STRE	11/28/2021	740.50	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total WATER:				17,545.73	3,914.74		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER PLANT							
CITY OF GRAND JUNCTION	2021-0007424	LAB TESTS	10/31/2021	162.00	162.00	11/24/2021	
MOUNTAIN PEAK CONTROLS	29370	METER CALIBRATION	11/20/2021	360.00	360.00	11/24/2021	
CENTURY LINK	11.01.2021	1319 - SEWER & CALL OUT	11/01/2021	157.45	157.45	11/17/2021	
GCR TIRES & SERVICE	202-124689	SEWER TREATMENT - REPAIR	11/05/2021	2,331.77	2,331.77	11/10/2021	
THATCHER COMPANY	202110010246	CHLORINE	11/09/2021	1,109.94	1,109.94	11/24/2021	
U S POSTOFFICE	11.30.2021 UTI	TRASH	12/01/2021	45.64	45.64	12/01/2021	
XCEL ENERGY	NOV2021 BILL	SEWER LIGHTS	11/16/2021	382.23	382.23	11/22/2021	
XCEL ENERGY	NOV2021 BILL	661 BRENTWOOD DR	11/16/2021	11.96	11.96	11/22/2021	
J-U-B ENGINEERS	0147144	SEWER PRO SERVICES - UDSA	10/20/2021	11,003.09	.00		
J-U-B ENGINEERS	0148061	SEWER PRO SERVICES - UDSA	11/22/2021	10,826.40	.00		
COLORADO CSG II LLC	10045230	SUBSCRIBER - SEWER	12/06/2021	591.73	.00		
BOYD, TRAVIS	2021.11.08 - P	UTILITY POSTAGE	11/08/2021	1.16	1.16	11/17/2021	
ALPINE BANK CC	BF NOV 4622 -	SEWER PLANT SUPPLIES	11/18/2021	13.99	.00		
ALPINE BANK CC	FH NOV 4614 -	SEWER PLANT SUPPLIES	11/18/2021	15.99	.00		
ALPINE BANK CC	FH NOV 4614 -	SEWER PLANT SUPPLIES	11/18/2021	1.87	.00		
ZEN COMMUNICATIONS LLC	IN8434	SEWER TREATMENT - TELEPH	12/06/2021	43.01	.00		
AMAZON CAPITAL SERVICES	1THN-P1RH-1	SEWER - PLANT SUPPLIES	12/01/2021	23.16	.00		
RHINEHART OIL CO., LLC	IN-488053-21	SEWER - GAS/DIESEL	10/29/2021	24.13	24.13	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	SEWER - GAS/DIESEL	11/05/2021	41.41	41.41	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	SEWER - GAS/DIESEL	11/12/2021	44.12	44.12	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	SEWER - GAS/DIESEL	11/19/2021	44.06	.00		
RHINEHART OIL CO., LLC	IN-530816-21	SEWER - GAS/DIESEL	12/02/2021	56.20	.00		
Total SEWER PLANT:				27,291.31	4,671.81		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER COLLECTION							
U S POSTOFFICE	11.30.2021 UTI	SEWER	12/01/2021	45.64	45.64	12/01/2021	
COOP COUNTRY	244943	SEWER - SUPPLIES	11/24/2021	43.97	.00		
COOP COUNTRY	244944	SEWER - SUPPLIES	11/24/2021	43.97-	.00		
PRO ROOTER	5146-15305	SEWER - MAIN CLEANING	11/16/2021	205.00	205.00	11/24/2021	
BOYD, TRAVIS	2021.11.08 - P	UTILITY POSTAGE	11/08/2021	1.16	1.16	11/17/2021	
ALPINE BANK CC	DM NOV 4309	SEWER COLLECTION - TRAININ	11/18/2021	85.00	.00		
ZEN COMMUNICATIONS LLC	IN8434	SEWER COLLECTION - TELEPH	12/06/2021	10.75	.00		
AGAVE CONSTRUCTION, LLC	AG-268	SEWER - REPAIR&MAINT STRE	11/28/2021	1,333.12	.00		
Total SEWER COLLECTION:				1,680.67	251.80		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
U S POSTOFFICE	11.30.2021 UTI	SOLID WASTE	12/01/2021	91.29	91.29	12/01/2021	
WASTE MANAGEMENT INC -	1716238-0576-	DUMPSTER SERVICE	10/29/2021	1,345.20	1,345.20	11/17/2021	
WASTE MANAGEMENT INC -	1716466-0576-	GARBAGE SERVICE	11/01/2021	15,051.85	15,051.85	11/17/2021	
WASTE MANAGEMENT INC -	1718322-0576-	DUMPSTER SERVICE	11/29/2021	1,465.20	.00		
WASTE MANAGEMENT INC -	1718545-0576-	GARBAGE SERVICE	12/01/2021	15,041.37	.00		
BOYD, TRAVIS	2021.11.08 - P	UTILITY POSTAGE	11/08/2021	2.33	2.33	11/17/2021	
Total :				32,997.24	16,490.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PARKS							
COUNTRYSIDE SERVICE, INC.	68819	PARKS - MISC REPAIRS - PARK	11/29/2021	193.50	.00		
LINCOLN NATIONAL	PR12032021	Life Insurance - Parks	12/03/2021	9.25	.00		
MESA COUNTY LANDFILL	2021.11.18	PARKS SUPPLIES	11/18/2021	3.52	.00		
MUNRO SUPPLY INC.	435880	PARKS - IRRIGATION/SPRINKLE	10/29/2021	219.38	219.38	11/10/2021	
PEACHTREE HARDWARE AND	465334	PARK SUPPLIES	11/03/2021	16.98	16.98	11/10/2021	
CENTURY LINK	11.01.2021	1207 - RIVERBEND PARK	11/01/2021	125.11	125.11	11/17/2021	
WAGNER RENTS	C1682801	COMPRESSOR RENTAL	11/12/2021	826.70	.00		
WASTE MANAGEMENT INC -	1716238-0576-	PARK - OVERAGES	10/29/2021	120.00	120.00	11/17/2021	
XCEL ENERGY	NOV2021 BILL	PARKS LIGHTS	11/16/2021	191.15	191.15	11/22/2021	
JOHNS, DAVID	FBP11162021	FLEXIBLE BENEFIT REIMBURS	11/16/2021	427.80	427.80	11/24/2021	
JOHNS, DAVID	FBP12062021	FLEXIBLE BENEFIT REIMBURS	12/06/2021	65.00	.00		
ALPINE BANK CC	BC NOV 3152 -	PARKS - OPERATING	11/18/2021	45.98	.00		
ALPINE BANK CC	BC NOV 3152 -	PARKS - OPERATING	11/18/2021	17.99	.00		
ALPINE BANK CC	DJ NOV 4424 -	PARKS - VEHICLE MAINT	11/18/2021	9.98	.00		
ALPINE BANK CC	DJ NOV 4424 -	PARKS - OPERATING	11/18/2021	23.97	.00		
ALPINE BANK CC	DJ NOV 4424 -	PARKS - VEHICLE MAINT	11/18/2021	67.11	.00		
ALPINE BANK CC	DJ NOV 4424 -	PARKS - MISC REPAIRS	11/18/2021	43.98	.00		
ALPINE BANK CC	TB NOV 3111 -	PARKS - OPERATING	11/18/2021	120.00	.00		
ALPINE BANK CC	TWARD NOV 0	PARKS - SUPPLIES	11/18/2021	69.97	.00		
ZEN COMMUNICATIONS LLC	IN8434	PARKS - TELEPHONE	12/06/2021	36.56	.00		
RHINEHART OIL CO., LLC	IN-488053-21	PARKS - GAS/DIESEL	10/29/2021	48.26	48.26	11/17/2021	
RHINEHART OIL CO., LLC	IN-497965-21	PARKS - GAS/DIESEL	11/05/2021	82.83	82.83	11/17/2021	
RHINEHART OIL CO., LLC	IN-506161-21	PARKS - GAS/DIESEL	11/12/2021	88.22	88.22	11/17/2021	
RHINEHART OIL CO., LLC	IN-515717-21	PARKS - GAS/DIESEL	11/19/2021	88.12	.00		
RHINEHART OIL CO., LLC	IN-530816-21	PARKS - GAS/DIESEL	12/02/2021	112.37	.00		
Total PARKS:				3,053.73	1,319.73		

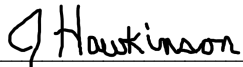
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POOL							
CENTURY LINK	11.01.2021	1067 - POOL INTERNET	11/01/2021	157.45	157.45	11/17/2021	
XCEL ENERGY	NOV2021 BILL	POOL LIGHTS	11/16/2021	187.80	187.80	11/22/2021	
ALPINE BANK CC	BC NOV 3152 -	POOL REPAIR	11/18/2021	19.96	.00		
ZEN COMMUNICATIONS LLC	IN8434	POOL - TELEPHONE	12/06/2021	21.51	.00		
Total POOL:				386.72	345.25		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FACILITIES							
ALL-PHASE	2688-1013353	FACILITIES - BUILDING MAINT	11/10/2021	275.21	.00		
ALL-PHASE	2688-1013938	FACILITIES - BUILDING MAINT	11/23/2021	314.00	.00		
CURRENT SOLUTIONS, LLC.	10194	CLOUD BASED DOOR PROGRA	11/10/2021	65.00	65.00	11/17/2021	
GRAND RIVER ELECTRIC	22310	ELLECTRIC - OLD HS - ASBEST	11/23/2021	90.00	.00		
JOHNSTONE SUPPLY	9019667A	GYM - HVAC	11/10/2021	195.05	.00		
GUSTAVO ORTIZ	TP-11-2021	JANITORIAL SERVICES	11/21/2021	1,240.00	.00		
PEACHTREE HARDWARE AND	465337	BUILDING MAINTENANCE - SUP	11/03/2021	114.77	114.77	11/10/2021	
PEACHTREE HARDWARE AND	465802	BUILDING MAINTENANCE - SUP	11/09/2021	59.34	.00		
TAYLOR FENCE COMPANY /	G54444	FACILITIES - FENCE - OLD HIG	11/11/2021	113.40	113.40	11/24/2021	
PYE-BARKER FIRE & SAFETY L	PSI633705	FIRE EXTINGUISHER SERVICE	11/11/2021	495.00	.00		
PYE-BARKER FIRE & SAFETY L	PSI633719	FIRE EXTINGUISHER SERVICE-	11/11/2021	400.00	.00		
XCEL ENERGY	NOV2021 BILL	FACILITIES LIGHTS	11/16/2021	403.24	403.24	11/22/2021	
XCEL ENERGY	NOV2021 BILL	711 IOWA - GYM	11/16/2021	1,080.62	1,080.62	11/22/2021	
TERMINIX	258202	PEST CONTROL	11/09/2021	67.00	67.00	11/10/2021	
TERMINIX	258420	PEST CONTROL	11/09/2021	65.00	.00		
CHAVEZ, BRYAN	FBP 11052021	FLEX PLAN BENEFIT	11/05/2021	559.50	559.50	11/10/2021	
E & E DOOR AND WINDOW	33553	BLDG - REPAIRS & MAINT	11/16/2021	209.00	.00		
ALPINE BANK CC	BC NOV 3152 -	BLDG - REPAIR & MAINT - TOW	11/18/2021	9.99	.00		
ALPINE BANK CC	BC NOV 3152 -	BLDG - REPAIR & MAINT - FACIL	11/18/2021	40.47	.00		
ALPINE BANK CC	BC NOV 3152 -	BLDG - REPAIR & MAINT - COM	11/18/2021	76.57	.00		
ALPINE BANK CC	BC NOV 3152 -	FACILITIES - 5203 - SUPPLIES	11/18/2021	8.59	.00		
ALPINE BANK CC	BC NOV 3152 -	BLDG - REPAIR & MAINT - COM	11/18/2021	34.96	.00		
ALPINE BANK CC	BC NOV 3152 -	BLDG - REPAIR & MAINT - COM	11/18/2021	19.58	.00		
ALPINE BANK CC	DJ NOV 4424 -	FACILITIES - 5203 - SUPPLIES	11/18/2021	57.98	.00		
ALPINE BANK CC	DJ NOV 4424 -	FACILITIES - 5203 - SUPPLIES	11/18/2021	16.74	.00		
ALPINE BANK CC	TWARD NOV 0	FACILITIES - 5203 - SUPPLIES	11/18/2021	97.84	.00		
ALPINE BANK CC	TWARD NOV 0	FACILITIES - 5203 - SUPPLIES	11/18/2021	7.98	.00		
ALPINE BANK CC	TWARD NOV 0	FACILITIES - 5203 - SUPPLIES	11/18/2021	57.98	.00		
ZEN COMMUNICATIONS LLC	IN8434	FACILITIES - TELEPHONE	12/06/2021	139.78	.00		
WESTERN SLOPE IRON & SUP	163536	BLDG - REPAIR & MAINT - PARK	11/12/2021	357.80	.00		
ALSCO INC	LGRA2562175	BUILDING - REP & MAINT - FLO	11/05/2021	49.31	49.31	11/10/2021	
ALSCO INC	LGRA2564554	BUILDING - REP & MAINT - FLO	11/12/2021	49.31	.00		
ALSCO INC	LGRA2566992	BUILDING - REP & MAINT - FLO	11/19/2021	49.31	.00		
Total FACILITIES:				6,820.32	2,452.84		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0144675	CAPITAL PROJECTS - COMM D	07/20/2021	49,830.00	49,830.00	11/17/2021	
J-U-B ENGINEERS	0147144	CAPITAL PROJECTS - OLD HS A	10/20/2021	849.50	.00		
J-U-B ENGINEERS	0147144	CAPITAL PROJECTS - OLD HS A	10/20/2021	3,411.50	.00		
J-U-B ENGINEERS	0147144	CAPITAL PROJECTS - OLD HS A	10/20/2021	3,134.05	.00		
J-U-B ENGINEERS	0148061	CAPITAL PROJECTS - OLD HS A	11/22/2021	1,658.00	.00		
J-U-B ENGINEERS	0148061	CAPITAL PROJECTS - OLD HS A	11/22/2021	636.04	.00		
J-U-B ENGINEERS	0148061	CAPITAL PROJECTS - OLD HS -	11/22/2021	10,183.74	.00		
ALL STAR ENVIRONMENTAL SE	21-051.2	SITE REMEDIATION - OLD PALI	11/05/2021	160,975.28	160,975.28	11/17/2021	
HERRON ENTERPRISES USA, I	0921214A	CAPITAL PROJECTS - SITE RE	11/30/2021	30,125.00	.00		
HERRON ENTERPRISES USA, I	0921214B	CAPITAL PROJECTS - SITE RE	11/30/2021	4,030.00	.00		
Total :				264,833.11	210,805.28		
Grand Totals:				798,507.38	388,614.11		

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

Date: 12/9/2021

Town Manager: 
 (Administrative Review and Approval for Payment)

Date: 12.9.2021

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 = 11/04/2021-12/08/2021



**MINUTES OF THE REGULAR MEETING OF THE
PALISADE BOARD OF TRUSTEES
October 26, 2021**

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: Jamie Sommerville, Ellen Turner, Susan L’Hommedieu, and Nicole Maxwell. Mayor Pro-Tem Thea Chase and Trustee Bill Carlson were absent. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Community Development Director Brian Rusche, Utilities Director Matt Lemon, Planner Todd Widegren, and Utilities Supervisor Fred Miller.

AGENDA ADOPTION

Motion #1 by Trustee L’Hommedieu, seconded by Trustee Somerville, to approve the agenda as amended to include New Business, item B: Herron Enterprises amend asbestos abatement management and demolition permit application endorsement contract by \$16,500.00 to cover additional testing needed for demolition endorsement with CDPHE.

A voice vote was requested
Motion carried unanimously

PRESENTATIONS

Community Development Director Brian Rusche and Planner Todd Widegren presented an overview of the newly updated Geographic Information System (GIS) for the Town of Palisade. This system was developed and funded by a grant through the federal Pipeline and Hazardous Materials Safety Administration (PHMSA) under a contract with Gateway Mapping, Inc., a J-U-B Company.

PUBLIC COMMENT

None was offered.

TOWN MANAGER REPORT

Town Manager Hawkinson reviewed her Manager’s Report and announced that a lot of towns and cities in Colorado had not spent all of their CARES Act funds, and therefore those funds went into a pool that we can request additional funding from. All funds requested must be spent prior to December 31, 2021, and staff met to discuss items they would like to go for. Town Manager Hawkinson requested direction from the Board to move forward with requesting additional CARES act funding from the State for things like replacing the cloth chairs in the Boardroom, replacing carpet with hardwood floors, medical supplies for the fire department, etc. She also requested the Board give the Mayor signing authority for any purchases made toward CARES. **The consensus of the Board is to direct staff to move forward in seeking additional opportunities to use CARES Act funding for the Town of Palisade.**

Motion #2 by Trustee Turner, seconded by Trustee Somerville to grant Mayor Mikolai signing authority for any contract or other paperwork to spend additional CARES Act funding.

A roll call vote was requested.

Yes: Trustee Somerville, Trustee L’Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner

No:

Absent: Mayor Pro-Tem Chase, Trustee Carlson,

Motion Carried.

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 – October 8, 2021 – October 21, 2021
- **Minutes**
Minutes from the October 12, 2021, Regular Board Meeting

Motion #3 by Trustee Maxwell, seconded by Trustee Turner, to approve the Consent Agenda as presented.

A roll call vote was requested.

Yes: Mayor Mikolai, Trustee Turner, Trustee Somerville, Trustee L’Hommedieu, Trustee Maxwell

No:

Absent: Mayor Pro-Tem Chase, Trustee Carlson

Motion Carried.

NEW BUSINESS

Water Meter Replacement Program with Radio-Read System

Utilities Director Matt Lemon and Utilities Supervisor Fred Miller gave a detailed presentation on the current water metering system being used by the Town, the deficiencies they face, and the remedy the Utilities Department would like to implement.

Motion #4 by Trustee Turner, seconded by Trustee Somerville to approve directing the Town Manager to purchase Sensus water meter package along with additional meters and radios not to exceed \$47,800.00.

A roll call vote was requested.

Yes: Trustee Turner, Trustee Somerville, Trustee L’Hommedieu, Trustee Maxwell, Mayor Mikolai

No:

Absent: Mayor Pro-Tem Chase, Trustee Carlson,

Motion carried.

Herron Enterprises to amend the asbestos abatement management and demolition permit application endorsement contract by \$16,500.00 to cover additional testing needed for demolition endorsement with CDPHE.

Town Manager Hawkinson announced that she had just received the amendment request this afternoon. Our third-party asbestos mitigation oversight company, Herron Enterprises, is required to perform additional tests that were not included in the original bid documentation to sign off on future demolition requests.

Motion #5 by Trustee Somerville, seconded by Trustee Turner to approve amending the asbestos abatement management and demolition permit application endorsement contract by \$16,500.00 to cover additional testing needed for demolition endorsement with CDPHE.

A roll call vote was requested.

Yes: Trustee L’Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner, Trustee Somerville

No:

Absent: Mayor Pro-Tem Chase, Trustee Carlson,

Motion carried.

OPEN DISCUSSION

None was made.

COMMITTEE REPORTS

None was made.

ADJOURNMENT

Motion #5 by Trustee Turner, seconded by Trustee Somerville to adjourn the meeting at 7:06 pm.

A voice vote was requested.

Motion carried unanimously.

X

Greg Mikolai
Mayor

X

Keli Frasier
Town Clerk



**MINUTES OF THE REGULAR MEETING OF THE
PALISADE BOARD OF TRUSTEES
November 9, 2021**

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: Jamie Sommerville, Susan L’Hommedieu, Ellen Turner, Bill Carlson, Nicole Maxwell, and Mayor Pro-Tem Thea Chase. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Community Development (CD) Director Brian Rusche, Finance Director Travis Boyd, Parks, Recreation & Events (PRE) Director Troy Ward, Police Chief Deb Funston, and Town Engineer Bret Guillory with J-U-B Engineers.

AGENDA ADOPTION

Motion #1 by Trustee Sommerville, seconded by Mayor Pro-Tem Chase, to approve the agenda as presented.

A voice vote was requested
Motion carried unanimously

PRESENTATIONS

Law Enforcement Records Personnel Week Proclamation

Presented by Mayor Mikolai to Palisade Police Records Technician Carrie Coughran.

PUBLIC COMMENT

None was offered.

TOWN MANAGER REPORT

Town Manager Hawkinson reviewed her Manager’s Report, announcing that Police Chief Funston had accepted a position as the Rifle Chief of Police and that this would be her last Board meeting. She went on to introduce Bret Guillory with J-U-B Engineers, to give a brief update on the old high school and the CDOT projects.

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 – October 22, 2021 – November 4, 2021

- **Opioid Settlement Memorandum of Understanding (MOU)**

Authorize the Mayor to sign the following agreements:

- Colorado Opioids Memorandum of Understanding with the Colorado Attorney General
- Exhibit K Settlement Participation Form: Janssen Settlement release
- Exhibit K Settlement Participation Form: Distributor Settlement release
- Colorado Subdivision Escrow Agreement authorizing Colorado Municipal League to act as escrow agent for the municipality

Motion #2 by Trustee Sommerville, seconded by Trustee Turner, to approve the consent agenda as presented.

A roll call vote was requested.

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

No:

Absent:

Motion Carried.

NEW BUSINESS

Request to Auction Town Equipment

Parks, Recreation, and Events Director Troy Ward reviewed his staff report, explaining that staff would like to auction off equipment that is no longer operational or expected to cost more than its value to repair. Equipment that is being requested to auction:

	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Est. Mileage</u>
Fire:	Ambulance	Ford	F-450	2004	74,339
	Ambulance	Ford	F-450	2007	188,660
	Ladder Truck	PemFab		1982	10,671
	Compressor	Eagle Air	KA5E3	1988	N/A
Police:	Pick up Ext. Cab	Ford	F150	2006	152,954
Utilities:	Pick up Reg Cab	GMC	2500	2001	115,000
Parks:	Pick up Reg Cab	GMC	2500	2005	112,000

Mayor Mikolai inquired about the potential of repurposing the two ambulances for the utilities crew and the facilities crew. PRE Director Ward stated that if it is possible, they would like to repurpose them; however, if it isn’t, staff would like the Board’s permission to auction them with the rest of the proposed equipment.

Motion #3 by Trustee Somerville, seconded by Mayor Pro-Tem Chase to direct the Town Manager to auction off the above-listed equipment.

A roll call vote was requested.

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

No:
Absent:

Motion carried.

Purchase of Trucks for the Parks Department

PRE Director Ward explained that the Town has never had a long-term vehicle replacement or repair program until recently. Staff’s research into current vehicle needs and advancements in hybrid technologies have concluded that transitioning some staff to smaller-more fuel-efficient-hybrid trucks is prudent. Ford Motor Company released the new 2022 Ford Maverick XL hybrid truck with an estimated 40mpg. The smaller and more environmentally friendly vehicle would replace some much older, larger, and significantly less environmentally friendly trucks in the Town’s fleet.

Dealer quotes estimate the purchase of these vehicles to be approximately \$22,200 each, and it is estimated that the Town can purchase all three trucks for about \$67,000.

Motion #4 by Trustee L’Hommedieu, seconded by Mayor Pro-Tem Chase to direct the Town Manager to purchase three new 2022 Ford Maverick hybrid trucks.

A roll call vote was requested.

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

No:
Absent:

Motion carried.

Ordinance No. 2021 -12- Adoption of Salary Schedule per Town Code

Town Manager Hawkinson stated that per the Town of Palisade Municipal Code, the Board is required to adopt a Salary Schedule, and the Town Administrator is required to present a Salary Survey to them every year with the Budget. She went on to explain that she is presenting a salary survey the Town performed in 2019 to be adopted by the Board for the 2022 budget.

Motion #5 by Trustee Turner, seconded by Trustee L’Hommedieu to approve Ordinance 2021-12, adopting the salary schedule.

A roll call vote was requested.

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

No:
Absent:

Motion carried.

OPEN DISCUSSION

Mayor Mikolai announced that he had received a phone call from a grateful citizen who wished to commend the Palisade Police Department (three officers in particular) for helping her with a family

situation. Mayor Mikolai stated that it was a testament to Police Chief Funston for the atmosphere she has fostered within the police department and thanked her for her dedication to the Town.

Trustee Carlson gave a shout-out to the Palisade High School football team and girls volleyball team for going to State. He went on to thank veterans for their service, especially those working for the Town of Palisade.

Trustee Turner expressed concern about several VRBOs in Town that have not paid their lodging fees for over a year or two. She went on to ask if staff could work on changing the Town Ordinances to state that if a VRBO business is not compliant with the lodging fee requirement, the business will lose its license to operate. **Consensus of the Board is to direct the Town Manager to work with the Town attorney to update Town ordinances to include penalties, up to and including revocation of a license, for VRBO lodging fee non-compliance.** Finance Director Boyd announced that staff is currently conducting an audit of all licensed VRBOs.

Trustee Turner went on to ask PRE Director Ward what the plan for leaf pick-up is over the Thanksgiving holiday. PRE Director Ward answered that the utilities department plans on picking up leaves on Friday for those regularly scheduled on Thursdays.

Trustee Maxwell asked for an update on CUPs that were approved in 2021 by the Board and if the applications have expiration dates. CD Director Rusche responded that typically the applications are good for six months to a year, depending on the Town Code, and that progress (including submitting a site plan) keeps the application active.

Trustee L'Hommedieu asked if Trustees Turner and Maxwell would give an update on their progress with broadband services to Palisade? Trustee Turner stated that they have one more meeting to schedule before they'll be ready to provide a presentation to the Board.

Mayor Pro-Tem Chase asked if we would be doing a fall tree limb and green waste pick-up? PRE Director Ward stated that there is nothing like that on the schedule, but staff will look into it.

Mayor Pro-Tem Chase went on to express her enthusiasm for getting new trucks for the Parks Department and asked that staff look into getting flowerbeds in better shape next year by adding more flowers, especially at Peach Bowl Park.

COMMITTEE REPORTS

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

EXECUTIVE SESSION

Motion #6 by Trustee Somerville, seconded by Trustee Turner to go in to Executive Session for the Board of Trustees to discuss items pursuant to C.R.S. 24-6-402(4) (e) (a) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and discussion regarding the purchase, lease, transfer, or sale of any real, personal, or other property interest with Town Manager Janet Hawkinson. REAL ESTATE MATTERS.

Present were Mayor Greg Mikolai, Trustees: Jamie Sommerville, Susan L'Hommedieu, Ellen Turner, Bill Carlson, Nicole Maxwell, and Mayor Pro-Tem Thea Chase. Also in attendance were Town Manager Janet Hawkinson and Finance Director Travis Boyd.

ADJOURNMENT

Motion #7 by Trustee Somerville, seconded by Trustee Turner to adjourn the meeting at 7:08 pm.

A voice vote was requested.
Motion carried unanimously.

WORK SESSION

A work session of the Board of Trustees for the Town of Palisade began at 7:08 pm to discuss the 2022 budget. Present were Mayor Greg Mikolai, Trustees: Jamie Sommerville, Susan L’Hommedieu, Ellen Turner, Bill Carlson, Nicole Maxwell, and Mayor Pro-Tem Thea Chase. Also in attendance were Town Manager Janet Hawkinson and Finance Director Travis Boyd.

X

Greg Mikolai
Mayor

X

Keli Frasier
Town Clerk



**MINUTES OF THE SPECIAL MEETING OF THE
PALISADE BOARD OF TRUSTEES
November 17, 2021**

The special meeting of the Board of Trustees for the Town of Palisade was called to order at 5:30 pm by Mayor Greg Mikolai with Trustees present: Jamie Sommerville, Ellen Turner, Susan L’Hommedieu, and Nicole Maxwell. Mayor Pro-Tem Thea Chase and Trustee Bill Carlson were absent. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, and Finance Director Travis Boyd.

AGENDA ADOPTION

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

A voice vote was requested
Motion carried unanimously

NEW BUSINESS

Approval Request to Apply for CARES Act Funding

Finance Director Travis Boyd explained that not all Colorado Municipalities used their allotment of CARES Act funding, and so the leftover funds have been put into a pool for multiple agency use. Town of Palisade staff would like to purchase new IT infrastructure (servers, switches, ports, etc.), mobile tablets, and laptops for the Police Department that will aid uninterrupted services to citizens if Town staff is required to once again work remotely due to high COVID risks.

Motion #2 by Trustee Somerville, seconded by Trustee Turner to approve directing the Town Manager to purchase various items for CARES Act reimbursement in an amount not to exceed \$160,000.00.

A roll call vote was requested.

Yes: Trustee Turner, Trustee Somerville, Trustee L’Hommedieu, Trustee Maxwell, Mayor Mikolai

No:

Absent: Mayor Pro-Tem Chase, Trustee Carlson,

Motion carried.

ADJOURNMENT

Motion #3 by Trustee Somerville, seconded by Trustee L’Hommedieu to adjourn the meeting at 5:36 pm.

A voice vote was requested.
Motion carried unanimously.

X

Greg Mikolai
Mayor

X

Keli Frasier
Town Clerk



**MINUTES OF THE REGULAR MEETING OF THE
PALISADE PLANNING COMMISSION
November 16, 2021**

The regular meeting of the Planning Commission for the Town of Palisade was called to order at 6:00 pm by Chair Riley Parker with Commissioners present: Penny Prinster, Charlotte Wheeler, David Hull, and Vice-Chair Stan Harbaugh. Commissioner Andy Hamilton was absent. A quorum was declared. Also in attendance were Community Development Director Brian Rusche and Town Clerk Keli Frasier.

AGENDA ADOPTION

Motion #1 by Commissioner Prinster, seconded by Commissioner Hull, to approve the agenda as presented.

A voice vote was requested
Motion carried unanimously

APPROVAL OF MINUTES

Motion #2 by Commissioner Prinster, seconded by Commissioner Wheeler, to approve the Minutes from the October 19, 2021, Regular meeting of the Palisade Planning Commission, as presented.

A voice vote was requested
Motion carried unanimously

PUBLIC COMMENT

None was offered.

PUBLIC HEARING I

PRO 2021-14 – Text Amendments To The Land Development Code (LDC) Bed And Breakfast

Chair Parker opened the public hearing at 6:04 pm.

Community Development Director (CDD) Rusche explained that this application was initiated by Palisade citizen Tammy Tallant. He went on to review his staff report, outlining the proposed changes, and specifying the approval criteria.

LAND DEVELOPMENT CODE

Table 6.1, Use Table:

The following is Table 6.1, Use Table, which details the allowable uses allowed under the Land Development Code within specified zoning districts. Impacted sections are highlighted in **RED/BOLD TEXT with new additions underlined and removals in ~~strikethrough~~**.

Section 6.01 – Use Table

Table 6.1: Use Table												
Specific Uses Categories	Use Group	AFT	LDR	MDR	HDR	MIU	TC	CB	U	HR	CP	Specific Use Standards
School (public or private)								P			P	<u>Section 7.02B</u>
Technical, trade, business school						P	P	P	P		P	<u>UPPER STORY ONLY IN TC</u>
Utility, minor*	Pump stations, telephone exchanges, lift stations, electric substation or any similar use.	P	P	P	P	P	P	P	P	P	P	
Utility, major*	Water or wastewater treatment plant, water tower, electrical generation plant, wireless telecommunications or transmission facility or any similar use.	C									C	
Commercial Uses												
Agriculture, limited*	Orchard, vineyard, row and field crops, floriculture, pasturage, viticulture, tree or sod farm, silviculture; packing house for fruits or vegetables; produce stand; processing of fruits or vegetables or any similar use.	P									P	<u>Section 7.03B</u>
Amusement center, indoor							P	P	P	P		
Bed and breakfast		P	C	C	C	P	P	P		P		<u>Section 7.03C</u>
Brewpub							P	P	P	P		<u>Section 7.03D</u>
Club, private					C	P	P	P				
Distillery							C	P	P			<u>Section 7.03D</u>

Section 7.03 Commercial Use Standards

The standards of this Section shall apply to all permitted and conditional uses, as set forth in the Use Table (see Section 6.01). All uses shall meet or exceed applicable standards.

C. Bed and Breakfast

A bed and breakfast establishment is permitted subject to the following standards:

1. Either the owner or operator of the bed and breakfast must be a full-time resident of the **dwelling property** in which the bed and breakfast establishment is housed.
2. No exterior evidence of the bed and breakfast shall be allowed, except for one (1) wall sign no larger than twelve (12) square feet or one (1) free-standing sign not to exceed four (4) square feet and not to exceed a height of four (4) feet. A larger sign may be applied for under the conditional use permit process as defined in Section 4.07.
3. No food preparation, except beverages, is allowed within individual guestrooms. Meal service may be provided.
4. Preparation and service of food shall conform to all applicable regulations of the State of Colorado.
5. All parking areas on property (except driveways) shall be behind any building lines and must be screened from the view of adjacent residences to a height of six (6) feet by a solid screening fence or dense shrubs and vegetation.
6. Parties, receptions, events or similar functions intended to draw in excess of two hundred (200) people shall require a Temporary Use Permit and shall be limited to a total of six (6) such functions per calendar year.

Section 14.02 Defined Terms

Bed and breakfast means a building or buildings on the same parcel containing one (1) or more guest rooms for an overnight stay, which are rented at a daily rate.

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 any purpose and intent statements;
The proposed text amendment is consistent with the remainder of the LDC. Both the definition and the standards for bed and breakfast distinguish the use from a short-term vacation rental in that the owner must reside on the property, and food is expected by the guests. The proposed amendment would allow a property more options to provide guestrooms that would all still meet zoning, fire, and building codes.
2. The amendment must not adversely affect the public health, safety, or general welfare;
The proposed text amendment would not adversely affect the public health, safety, or general welfare as the establishment of a new bed and breakfast would still require review of zoning, fire, and building codes.
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;
The proposed amendment would remove unnecessary restrictions for the homeowner/operator of bed and breakfast to reside in the same building as all guests while retaining the oversight of the property that distinguishes this use from other lodging accommodations.
4. The proposed text amendment revises the LDC to comply with state or federal statutes or case law; or
The proposed text amendment appears to be consistent with the Colorado Revised Statutes for the definition of bed and breakfast.
5. The proposed text is found to be consistent with the Town's adopted comprehensive plan.
The adopted Comprehensive Plan delegates the regulation of individual land use actions to the Land Development Code. It has been asserted that Palisade is in need of additional overnight accommodations.

Applicant Tammy Tallant (3819 N River Road) explained to the Commission that she has an Accessory Dwelling Unit (ADU) on her property that she currently rents out on a 30+ day basis. She submitted an application to the Community Development Department to turn that ADU into a bed and breakfast (B&B) and was advised that under the current Code, she was unable to do so. Ms. Tallant stressed that she does not want a vacation rental and has been working with CDD Rusche to work through this text amendment process in order to have a B&B on her property.

Chair Parker opened the hearing to public comment.

Sheryl Young, 3857 N River Road, stated she owns a six-acre peach orchard that she has been denied a B&B on because of the same issues Ms. Tallant has run in to. Ms. Young fully supports the text amendments and feels that the owner's requirement to live on the parcel is what makes a B&B different from a vacation rental.

Jeff Snook, 424 W 8th Street, asked what would prevent owners from labeling their vacation rentals as a B&B to get around Palisade restrictions?

Chair Parker opened the hearing to Commissioner comment.

Commissioner Prinster stated that a precedent has already been made, as an existing B&B has been operating with an ADU structure for years.

Commissioner Harbaugh noted that the definition of bed and breakfast needs to be revisited as a whole. He felt that allowing accessory dwelling units to be utilized as a B&B is blurring the lines between them and VRBOs. He went on to state that requirements need to be included regarding bathrooms, electricity, owner occupancy, etc. Commissioner Harbaugh feels that this may just be a way around VRBO restrictions and stressed that approval criteria #3 and #4 both don't apply nor fit this application.

CDD Rusche defended that the definitions already set the standards for allowable uses and that all building codes still apply, which require bathrooms, electricity, etc. Mr. Rusche didn't agree with Commissioner Harbaugh regarding approval criteria #3 and #4 and reasserted the findings regarding both.

Chair Parker noted that a breezeway attaching two buildings would suffice for the current Code, so it doesn't make sense to not approve this amendment. He added that details for specific plans would be discussed during the conditional use permit (CUP) process.

Motion #3 by Commissioner Prinster, seconded by Commissioner Hull to approve PRO 2021-14 text amendments to the Land Development Code (LDC) bed and breakfast and forward a recommendation of approval to the Board of Trustees for the Town of Palisade.

A roll call vote was requested.

Yes: Commissioner Prinster, Commissioner Wheeler, Commissioner Hull, Chair Parker

No: Vice-Chair Harbaugh

Absent:

Motion Carried.

Chair Parker closed the public hearing at 6:37 pm.

PUBLIC HEARING II

PRO 2021-15 – Text Amendments To The Land Development Code (LDC) Family Child Care Home

Chair Parker opened the public hearing at 6:37 pm.

CDD Rusche reviewed his staff report, outlining the proposed changes and specifying the approval criteria.

LAND DEVELOPMENT CODE

The following amendment is proposed to these sections of the LDC, with words changes highlighted in **RED/BOLD TEXT with new additions underlined and removals in ~~strikethrough~~.**

Section 7.02 Civic Use Standards

The standards of this Section shall apply to all permitted, special and conditional uses, as set forth in the Use Table (see Section 6.01). All uses shall meet or exceed applicable standards.

A. Child Care Center

1. Child care centers shall conform to the regulations contained in the Colorado Child Care Facilities Licensing Act, which is administered by the Colorado Department of Human Services.

- 2. When operated within the HR district, child care centers must be done in conjunction with another commercial use.
- 3. **Child care centers do not include family child care homes located in places of residences and permitted as an accessory use (see Section 7.05.C.1.h).**

Section 7.05 Accessory Uses and Structures

C. Accessory Use and Structure Types

- 1. Residential accessory uses and structures shall include but not be limited to the following:
 - h. Family ~~Child care home, no more than twelve (12) children~~ subject to Section 7.05.D.12;**

Section 7.05 Accessory Uses and Structures

D. Specific Accessory Use and Structure Standards

- 12. **Family** Child Care Home
 A **family** child care home shall be considered an accessory use to a residence in all districts, provided no more than ~~eight (8)~~ **twelve (12)** children are present on the premises at any one time. **Family child care homes are licensed and regulated under regulations issued by the Colorado Department of Human Services. A child care home with more than eight (8) children and up to twelve (12) children may operate as an accessory use to a residence only if approved by a conditional use permit by the Town Board in accordance with the provisions of Section 4.07.**

Section 14.02 Defined Terms

~~Child care means a program or arrangement where three (3) or more children less than thirteen (13) years old, who do not reside where the care is provided, receive care on a regular basis of at least once per week for more than four (4) hours but less than twenty four (24) hours per day from persons other than their guardians or fulltime custodians, or from persons not related to them by birth, marriage or adoption.~~

Child care center means a child care arrangement in a location which is maintained for the whole or part of a day, where at any one (1) time, for less than twenty-four (24) hours a day there are five (5) or more children receiving child care. Child care center, as defined in this Section, meets the provisions set forth in Section 26-6-102(5)~~(1.5)~~ of the Colorado Revised Statutes.

Family ~~Child~~ care home means a child care arrangement located in a place of a residence, where at any one (1) time, for less than twenty-four (24) hours a day, not more than twelve (12) children, receive child care.

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. The LDC already defines a child care home as having no more than twelve (12) children in a place of residence and treats it as an accessory use, so no changes are needed to Table 6.01 – Use Table. The amendment eliminates the need to obtain a conditional use permit for homes over eight (8) and up to twelve (12), which conflicts with the intent of the newly adopted Colorado State Law HB21-1222.
- 2. The amendment must not adversely affect the public health, safety or general welfare;

The proposed text amendment would not adversely affect the public health, safety or general welfare as the State of Colorado would retain licensing authority over the individual family care homes.

- 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;
Colorado has a shortage of licensed, safe, and affordable child care options, while at the same time, there is a growing need for child care in order to bolster the economy and allow parents to work, according to the State.
- 4. The proposed text amendment revises the LDC to comply with state or federal statutes or case law; or
The Legislative declaration in HB21-1222 finds that a shortage of family care homes is a matter of statewide concern, and local governments must remove inconsistent regulations to expand opportunities to access child care in family child care homes.
- 5. The proposed text is found to be consistent with the Town’s adopted comprehensive plan.
The adopted Comprehensive Plan delegates the regulation of individual land use actions to the Land Development Code.

Chair Parker opened the hearing to public comment. None was offered.

Chair Parker opened the hearing to Commissioner comment.

Motion #4 by Commissioner Prinster, seconded by Commissioner Hull to approve PRO 2021-15 – Text Amendments To The Land Development Code (LDC) Family Child Care Home and forward a recommendation of approval to the Board of Trustees for the Town of Palisade.

A roll call vote was requested.

Yes: Commissioner Prinster, Commissioner Wheeler, Commissioner Hull, Chair Parker, Vice-Chair Harbaugh

No:

Absent:

Motion Carried.

Chair Parker closed the public hearing at 6:42 pm.

PUBLIC HEARING III

PRO 2021-16 – Text Amendments To The Land Development Code (LDC) Board Of Trustees Decision

Chair Parker opened the public hearing at 6:42 pm.

CDD Rusche reviewed his staff report, outlining the proposed changes and specifying the approval criteria.

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 3.10 Board of Trustees

A. Applications Subject to Board of Trustees Decision

- 1. The Board of Trustees shall hold a public hearing in accordance with this LDC and the Board of Trustees bylaws.

2. The Board of Trustees shall consider the application, applicable review criteria, support material, Planning Commission recommendation (if applicable) staff report and any evidence and/or comments from the public hearing.
3. The Board of Trustees shall approve, approve with conditions or deny the application. The Board of Trustees may also remand the application back to the Community Development Director or the Planning Commission, whichever is applicable, for further review.
4. **The decision of the Board of Trustees on the application is effective upon an affirmative vote after the conclusion of the public hearing.** Unless specifically provided elsewhere, all decisions shall require an affirmative vote. A tie vote shall be considered a denial of any request.
5. ~~Within fourteen (14) days after a decision is made,~~ **A** copy of the decision shall be sent to the applicant and filed with the Community Development Director, where it shall be available for public inspection during regular office hours.

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. The Code's intent is that a decision made at the conclusion of the hearing is effective immediately and that notification of the decision is a courtesy. The proposed amendment makes that unambiguously clear.
2. The amendment must not adversely affect the public health, safety or general welfare;
The proposed text amendment would not adversely affect the public health, safety or general welfare as all other provisions of the public hearing process remain unchanged.
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;
The Code's intent is that a decision made at the conclusion of the hearing is effective immediately and that notification of the decision is a courtesy. The proposed amendment makes that unambiguously clear.
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 adopted Comprehensive Plan delegates the regulation of individual land use actions to the Land Development Code.

Chair Parker opened the hearing to public comment. None was offered.

Chair Parker opened the hearing to Commissioner comment.

Commissioner Prinster asked if an application gets denied, does that mean it cannot be brought up again? CDD Rusche stated that applicants can always reapply if their application is denied.

Motion #5 by Commissioner Prinster, seconded by Commissioner Hull to approve PRO 2021-16 – Text Amendments To The Land Development Code (LDC) Board Of Trustees Decision and forward a recommendation of approval to the Board of Trustees for the Town of Palisade.

A roll call vote was requested.

Yes: Commissioner Wheeler, Commissioner Hull, Chair Parker, Vice-Chair Harbaugh, Commissioner Prinster

No:

Absent:

Motion Carried.

Chair Parker closed the public hearing at 6:45 pm.

PUBLIC HEARING IV

PRO 2021-17 – Text Amendments To The Land Development Code (LDC) Screening Of Service Areas

Chair Parker opened the public hearing at 6:45 pm.

CDD Rusche reviewed his staff report, outlining the proposed changes and specifying the approval criteria.

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 10.04 Screening

B. Service Areas

1. Trash collection, trash compaction, recycling collection and other similar service areas shall be located on the side or rear of the building and shall be effectively screened from view from residential properties or public rights-of-way.
2. Screening enclosures shall be fully enclosed by opaque walls or fences at least ~~eight (8)~~ **six (6)** feet high with self-closing access doors and shall be constructed of ~~the same materials as the primary building~~ **brick, masonry, stucco, or wood.**
3. All service areas shall be limited to the area shown on an approved site plan.
4. All service areas shall be located a minimum of fifty (50) feet away from any residentially-zoned property line.

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. Screening is still required for all new trash enclosures, just not as tall.
2. The amendment must not adversely affect the public health, safety or general welfare;
The proposed text amendment would not adversely affect the public health, safety, or general welfare as the enclosures would still be opaque and not accessible to the public.
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;
Staff has been approached by businesses who desire to improve their property but find that the current standard is too onerous, thereby defeating the objective of the standard.
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 adopted Comprehensive Plan delegates the regulation of individual land use actions to the Land Development Code.*

Chair Parker opened the hearing to public comment.

Jody Corey, 424 W 8th Street, suggested adding metal as an approved material (i.e., sheet metal, corrugated metal, etc.).

Chair Parker opened the hearing to Commissioner comment.

Commissioner Hull asked how setbacks would change due to the proposed text amendments? CDD Rusche answered that setbacks would not change with this amendment, only the minimum height.

Chair Parker expressed his support of adding corrugated metal as an approved material.

Motion #6 by Commissioner Prinster, seconded by Commissioner Hull to approve PRO 2021-17 – Text Amendments To The Land Development Code (LDC) Screening of Service Areas with the addition of adding architectural metals as an approved material and forward a recommendation of approval to the Board of Trustees for the Town of Palisade.

A roll call vote was requested.

Yes: Commissioner Hull, Chair Parker, Vice-Chair Harbaugh, Commissioner Prinster, Commissioner Wheeler

No:

Absent:

Motion Carried.

Chair Parker closed the public hearing at 7:01 pm.

NEW BUSINESS

Comprehensive Plan update

CDD Rusche announced that the Town of Palisade was awarded a grant to update the Comprehensive Plan (comp plan). The next step is to solicit help from a consultant, primarily for public engagement.

ADJOURNMENT

Motion #7 by Commissioner Hull, seconded by Commissioner Wheeler to adjourn the meeting at 7:05 pm.

A voice vote was requested.

Motion carried unanimously.

X

Riley Parker
Planning Commission Chairman

X

Keli L. Frasier
Town Clerk

DRAFT



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 14, 2021

Presented By: Keli Frasier

Department: Clerk

SUBJECT: Resolution No. 2021-14 entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Directing the Town Clerk of the Town of Palisade to Conduct the Regular Municipal Election, Scheduled for April 5, 2022, as a Mail Ballot Election”

SUMMARY: Resolution 2021-14 appoints the Town Clerk as the designated election official and sets the election scheduled for April 5, 2022, as a mail ballot election.

Palisade Municipal Code Section 2-57 (3) directs the Town Clerk to “be responsible for conducting all regular and special elections held by the Town.” Resolution 2021-14 makes that official by designating the Town Clerk as the “designated election official.”

The Town of Palisade has conducted mail ballot elections since at least 1999, and has executed dependable and accurate elections every election cycle in this manner since then.

BOARD DIRECTION: Approve Resolution 2021-14 entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Directing the Town Clerk of the Town of Palisade to Conduct the Regular Municipal Election, Scheduled for April 5, 2022, as a Mail Ballot Election”

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2021-14**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, DIRECTING THE TOWN CLERK OF THE TOWN OF PALISADE TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR APRIL 5, 2022, AS A MAIL BALLOT ELECTION

WHEREAS, the Board of Trustees of Palisade is desirous of engaging as many registered electors of the Town of Palisade as possible in the regularly scheduled municipal election of April 5, 2022; and,

WHEREAS, previous Elections conducted as mail ballot elections have resulted in higher voter participation by the registered electors; and,

WHEREAS, the Board of Trustees of the Town of Palisade believes a mail ballot election will encourage voter participation; and

WHEREAS, Part 9, Article 10, Title 31 of the Colorado Revised Statutes sets forth the process and procedures for conducting municipal mail ballot elections; and

WHEREAS, the Board of Trustees of the Town of Palisade seeks to appoint the Palisade Town Clerk as the Designated Election Official for the regular mail ballot election, and to comply with all applicable election procedures, including, but not limited to compliance with the Colorado Municipal Election Code.

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

Section 1. The above recitals are hereby incorporated as findings of the Town of Palisade.

Section 2. The Palisade Town Clerk is hereby authorized and directed, as the Designated Election Official for the regular mail ballot election, to conduct such election scheduled for April 5, 2022, under the supervision of the Colorado Secretary of State, and subject to rules promulgated by the Colorado Secretary of State, pursuant to C.R.S. §31-10-101 et seq. (hereinafter "Colorado Municipal Election Code").

Section 3. The Palisade Town Clerk, as the Designated Election Official for the regular mail ballot election is further authorized and directed to take all actions necessary to conduct the regular mail ballot election pursuant to Part 9, Article 10, Title 31, C.R.S.

Section 4. There shall be one (1) precinct for this mail ballot election. The mail ballot polling location for the said precinct shall be the Palisade Town Hall, 175 East Third Street, Palisade, Colorado 81526.

Section 5. The Designated Election Official shall establish the form of the regular mail election ballot.

RESOLVED, APPROVED, and ADOPTED this 14th day of December 2021.

TOWN OF PALISADE, COLORADO

(Seal)

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 14, 2021

Presented By: Keli Frasier

Department: Clerk

SUBJECT: Resolution No. 2021-15 entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appointing Judges for the April 5, 2022, Municipal Mail Ballot Election.”

SUMMARY: In accordance with Colorado Revised Statutes 31-10-401, “at least fifteen days before each municipal election the governing body shall appoint the judges of election.”

The proposed election judges are qualified to participate in the election and fit the required criteria (registered elector in Colorado and at least eighteen years of age).

BOARD DIRECTION: Approve Resolution 2021-15 entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appointing Judges for the April 5, 2022, Municipal Mail Ballot Election.”

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2021-15**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPOINTING JUDGES FOR THE APRIL 5, 2022 MUNICIPAL MAIL BALLOT ELECTION

WHEREAS, pursuant to Section 31-10-401, C.R.S., provides that at least fifteen days before each municipal election the governing body shall appoint the judges of election and that each judge of election shall be a registered elector in Colorado and at least eighteen years of age; and

WHEREAS, the Town Clerk has nominated and submitted to the Board of Trustees the names of three (3) qualified registered electors to serve as judges of election and the names of 3 (three) qualified registered electors to serve as alternates; and

WHEREAS, the Board of Trustees has reviewed the list of proposed judges of election as recommended by the Town Clerk and has found them to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO that the persons listed below are hereby appointed as judges of election for the regular election to be held on Tuesday, April 5, 2022:

1. Deborah Mattson, 498 Anjou Drive, Grand Junction, CO 81504
2. Michelle Kopasz, 410 Logan Avenue, Palisade, CO 81526
3. Travis Boyd, 2444 Jack Creek Road, Grand Junction, CO 81505
4. Gregg Mueller, 632 Sandstone Street, Fruita, CO 81521 (Alternate)
5. Kelli Jessop, 3165 Booshway Avenue, Grand Junction, CO 81504 (Alternate)
6. Brian Rusche, 1935 N 5th Street, Grand Junction, CO 81501 (Alternate)

RESOLVED, APPROVED, AND ADOPTED this 14th day of December 2021.

TOWN OF PALISADE, COLORADO

(Seal)

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **December 14, 2021**

Presented By: **Keli Frasier**

Department: **Clerk**

SUBJECT: **Resolution No. 2021-16** entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Setting Time, Place, and Designated Posting Location for Public Meetings for the Town of Palisade, Colorado.”

SUMMARY: Resolution 2021-16 is a general housekeeping resolution the Board approves each year to stay in compliance with Colorado Sunshine Laws. In accordance with Colorado Revised Statutes 24-6-401 and 402 (2), each year, the Town of Palisade Board of Trustees set and approves the designated posting place for all public meeting agendas, as well as the time, place & location for all public meetings.

The only change in this resolution from last year (Resolution 2020-28) is in section 1 (a) specifying meeting dates and calling out November, stating “November, which shall have one regularly scheduled meeting on the third Tuesday of the month.” This change is due to how the regularly scheduled meeting dates and holidays fall within that month.

BOARD DIRECTION: Approve Resolution 2021-16 entitled “A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Setting Time, Place, and Designated Posting Location for Public Meetings for the Town of Palisade, Colorado.”

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2021-16**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, SETTING TIME, PLACE, AND DESIGNATED POSTING LOCATION FOR PUBLIC MEETINGS FOR THE TOWN OF PALISADE, COLORADO.

WHEREAS, in accordance with 24-6-401 and 402 (2) C.R.S., the Board of Trustees of the Town of Palisade wishes to comply in spirit and in fact with the Colorado Open Meetings Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Palisade, Colorado that;

Section 1. (a) The Board of Trustees shall meet at 6:00 p.m. on the second and fourth Tuesday of each month, excluding November, which shall have one regularly scheduled meeting on the third Tuesday of the month, and December, which shall have one regularly scheduled meeting on the second Tuesday of the month.

Section 1. (b) The Board of Trustees shall hold regularly scheduled meetings in the Board Chambers located at the Palisade Civic Center, 341 West 7th Street.

Section 1. (c) The Board of Trustee meetings are to end by 9:00 p.m. unless a motion is made to extend the meeting.

Section 2. (a) The Planning Commission shall meet at 6:00 p.m. on the first and third Tuesday of each month.

Section 2. (b) The Planning Commission shall hold meetings at the Board Chambers located at the Palisade Civic Center, 341 West 7th Street.

Section 2. (c) The Planning Commission meeting is to end by 9:00 p.m. unless a motion is made to extend the meeting.

Section 3. The Tourism Advisory Board shall meet monthly at 12:00 p.m. on the second Tuesday of every month, beginning in January at the Palisade Civic Center, 341 West 7th Street.

Section 4. Standing Committees shall meet as needed, and a notice of these meetings shall be posted in the designated posting location.

Section 5. The designated posting location for the Palisade Municipal Government shall be the bulletin board outside the vestibule of the Palisade Municipal Building, 175 East 3rd Street, Palisade, Colorado, and other locations as determined by the Town Administrator.

PASSED AND APPROVED this 14th day of December 2021.

TOWN OF PALISADE

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 14, 2021

Presented By: Jesse Stanford, Interim Chief of Police

Department: Police Department

SUBJECT: Intergovernmental Agreement (IGA) With Mesa County Animal Services

SUMMARY: This agreement is a general housekeeping item that the Board approves each year. No changes have been made to the agreement from previous years.

BOARD DIRECTION: Direct the Town Manager to enter into an IGA with Mesa County Animal Services for the year 2022.

AGREEMENT
REGARDING THE PROVISION OF ANIMAL SERVICES TO
THE TOWN OF PALISADE
2022

This Agreement is made this _____ day of _____, 20 ____, by and between Mesa County, Colorado, a body corporate and politic (the “County”), on behalf of the Mesa County Animal Services, and the Town of Palisade (the “Town”).

WHEREAS, the Town has its own animal control program and does its own enforcement of its animal control ordinance, but does not have sufficient impoundment facilities to house animals for other than a short time, nor a disposal facility; and

WHEREAS, Mesa County operates an animal control center, the Mesa County Animal Services Facility, suitable to house those animals collected in the Town of Palisade under its animal control program and to dispose of those animals, if necessary; and

WHEREAS, both parties desire to cooperate in animal control programs and coordinate services to affect mutual savings.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promised contained herein, the parties hereto hereby agree as follows:

1. Term. This Agreement shall be in effect from January 1, 2022 through December 31, 2022 unless earlier terminated under the provisions of paragraph 12 herein.
2. Definitions.
 - a. Official Representative: an individual designated by the town to address and handle animal control issues within the town.
 - b. Hold Time: a stray animal shall be held 5 days as stated in the Dept. of Agriculture Pet Animal Care and Facility Act (PACFA).
 - c. Impoundment: completion of intake process and data entry of animal into the Mesa County Animal Services data base.
3. Scope of Services. The County agrees to provide the Town the following services:
 - a. Upon receiving prior approval from the Mesa County Animal Services Facility staff, an official representative of the Town may deliver animals to the Mesa County Animal Services Facility. Or, upon the request of an official representative of the Town of Palisade

(Peace Officer or Code Compliance Officer), the Mesa County Animal Services Facility may dispatch a Mesa County Animal Control Officer to pick up animals at any temporary location within the Town of Palisade. If a request for services, as outlined in section "4. Cost of Services", is made and a Mesa County Animal Services Officer is dispatched, fees for costs incurred will be billed even if the call is subsequently cancelled by the Town of Palisade.

The above service will be provided seven days per week; Monday through Friday between the hours of 8:00 A.M. and 8:00 P.M. excluding holidays, Saturday and Sunday between the hours of 8:00 A.M. and 4:00 P.M. excluding holidays. Calls placed outside of these service time by agents of the Town to Animal Services for consultation will be billed a \$20 per call consultation fee even if no services are ultimately requested. If additional services are requested beyond the consultation, those services will likewise be billed to the Town (according to the pre-set fee schedule as provided herein in section "4. Cost for Services").

- b. When an animal is transported to the Mesa County Animal Services Facility from the town limits of Palisade, with approval from the Town, the Mesa County Animal Services Facility will provide for boarding and disposal under the terms dictated by Mesa County Resolution MCM 2013-023, as amended or may be amended, and this contract.
- c. Stray animals brought to the Mesa County Animal Services Facility from the Town of Palisade without prior approval will not be accepted. Reasonable efforts will be made by the Mesa County Animal Services Facilities to gain approval or disapproval from a Town of Palisade representative regarding such stray animals.
- d. Owned animals brought to the Mesa County Animal Services Facility by the owner of the animal, who shall be a resident of the Town, will be accepted if the owner is willing to pay the impound fee or if prior approval is received from the Town to accept the animal without collecting the impound fee. Impound fees collected from the owner will be credited to the Town of Palisade's account. Information on owners who do not reclaim their animal will be forwarded to the Town of Palisade. Upon investigation if it is determined that the owner resides outside of the Town of Palisade Town limits, the Town of Palisade will not be charged impound fees.

- e. Mesa County Animal Services staff will provide the Town with any information regarding ownership that is available . In turn, the Town of Palisade will inform Mesa County Animal Services staff of any information pertinent to the adoptability or appropriate placement of any owner release or stray animal that is brought to the Mesa County Animal Services.
4. Cost for Services. The charges for services provided by Mesa County under this Agreement are as follows:
- a. \$35.00 for each animal impounded at the Mesa County Animal Services Facility by or for the Town of Palisade, plus charges noted below, as applicable.
 - b. \$8.00 per day room & board
 - c. \$12.00 per day quarantine and animal being held for Dangerous Dog charges
 - d. \$40.00 for each trip Mesa County Animal Services staff makes to any location within Town limits made at the request of the official representative for the Town of Palisade.
 - e. \$80.00 for each animal prepared, packaged and shipped to the State Department of Health for rabies examination. This fee includes the \$65.00 fee charged to Mesa County Animal Services by the State Department of Health for testing services.
 - f. The cost of veterinary care necessary to provide relief from pain or suffering for an animal being held on behalf of the Town .
5. Owner/Caretaker Notification. The Town is responsible for providing owner/caretaker notification in order to comply with all applicable laws and ordinances. Neither the County nor the staff of Mesa County Animal Services shall be responsible for any failure to provide or inadequate owner/caretaker notification.
6. Legal Hold Time of Animal. The Town is responsible for notifying staff of the Mesa County Animal Services Facility when to cease holding an animal. The Town shall ensure that the animal is held in accordance with all applicable laws and ordinances. Neither the County nor staff of Mesa County Animal Services shall be responsible for any act or consequence as a result of violation of the legal hold time.

In cases where animals are released directly to Mesa County Animal Services staff by the owner, the release signed by the owner will serve as a cease to hold.

7. Release of Animals. Mesa County Animal Services staff will match the animals with properly identified owners and assist owners in reclaiming their animals. Mesa County Animal Service staff will release the animal to the owner and advise the owner that owner information will be forwarded to the Town of Palisade Police Department. If the owner of the animal elects to pay the required fees to reclaim the animal, Mesa County Animal Services staff will collect the fees and credit those fees to the Town's account. Owner (if known) who fails to reclaim their animal will be forwarded to the Town of Palisade for follow up by that municipality.
8. No Patrol or Enforcement. Mesa County Animal Services staff will not patrol in or enforce laws, or otherwise be involved in the impoundment of animals within the city limits of the Town. However, upon request and based on Mesa County Animal Services officer availability, Mesa County Animal Services may assist the Town with animals which are an imminent threat to public safety.
9. Invoicing. Mesa County will provide the Town with an accurate record of each animal impounded during the previous period, to be determined by volume. This record will include the animal's disposition. Included with these records will be an invoice detailing the dollar amount due Mesa County for services rendered. The Town shall pay each invoice within 30 days of receipt.
10. Ordinance. The Town certifies that it has an ordinance in effect requiring that current Mesa County dog licenses be worn by any dog, over 4 months of age, harbored within the Town of Palisade city limits.
11. Liability.

The Town agrees to indemnify and hold harmless Mesa County, its officials, officers, employees and agents from any and all damages, claims, actions and liabilities, including attorney's fees which may be claimed or asserted against Mesa County for acts or omissions by the Town which result from, or arise out of, the performance of this contract.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, officers, employees, and agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, of the Colorado

Revised Statutes. This section shall survive termination of this Agreement.

12. Termination. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days' prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination, and both parties shall thereafter be relieved of any and all duties and obligations under this agreement.

Obligations of the parties are contingent upon the availability of appropriated funds for the purpose set forth in this Agreement.

13. General Provisions.

- a. Notices. All notices, requests, consents, approvals, written instructions, reports, or other communication between the parties herein and under this Agreement shall be in writing and shall be deemed to have been given or served if delivered or mailed by certified mail, postage prepaid, or hand delivered to the parties as follows:

Town of Palisade: Chief of Police/Palisade Police Department
175 East Third Street
Palisade, Colorado 81526
Tel: 970-464-5601

Mesa County: Doug Frye
971-A Coffman Road
Whitewater, CO 81527
Tel: 970-255-5003

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- b. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action, or other proceedings against either of the parties herein because of any breach hereof or because of any terms, covenants, agreements, or conditions contained herein.
- c. No modification or waiver of this Agreement or any covenant,

condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged herewith.

- d. This written agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than those contained herein.
- e. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- f. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- g. Both parties herein represent that is possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

THE COUNTY OF MESA, COLORADO

ATTEST

BY: _____

Janet Rowland, Chair
Mesa County Commissioners

BY: _____

Clerk to the Board

THE TOWN OF PALISADE, COLORADO

ATTEST

BY: _____

Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

DATE: December 10, 2021
TO: Palisade Board of Trustees
FROM: Mayor Greg Mikolai
RE: Town Administrator Salary Adjustment

By Ordinance No. 12-2021, the Board of Trustees adopted a Salary Schedule for all full-time, permanent positions with the Town as part of the Town's 2022 Budget process. The adopted Salary Schedule is attached to this memorandum. This is required by Palisade Municipal Code Section 2-86:

Sec. 2-86. - Salary schedule and pay increases and decreases.

The Board of Trustees shall establish the salary schedule for all full-time, permanent positions. The Town Administrator may authorize pay increases or decreases within the salary ranges established by the Board of Trustees for all employees other than Town officers. Any such change in pay shall be reported to the Board of Trustees in writing within thirty (30) days.

The Board appropriated sufficient funds to allow the Town Administrator to provide salary adjustments to Town employees to fit within the Salary Schedule as we discussed during the Budget workshops.

Section 2-56 of the Palisade Municipal Code reads as follows:

Sec. 2-56. - Compensation of town administrator.

The Town Administrator shall receive compensation for his or her services as set in a salary schedule adopted by ordinance by the Board of Trustees.

The Board needs to take action to adjust the Town Administrator's salary, which this Consent Agenda item accomplishes if approved. No adjustments have been made since hiring the Town Administrator in 2018 when the compensation was set at the minimum of the salary range. The Salary Schedule used 2019 data and was modeled at 5% below market average. Therefore, to comply with the Code and to be at the midpoint of the salary range, the Town Administrator shall receive \$126,000 annual compensation commencing January 1, 2022.

**Palisade, CO
 FY 2019 Salary Plan**

Table 1 - Illustrative Salary Ranges Per Job Class

Occupational Job Families and Job Classes	Draft Proposed			
	Range	Minimum	Midpoint	Maximum

Administration

Town Administrator	29	\$96,293	\$120,366	\$144,439
Treasurer	23	\$71,855	\$89,819	\$107,783
Community Development Director (Town) Clerk	19	\$59,116	\$73,894	\$88,673
Event Logistics Coordinator	16	\$51,066	\$63,833	\$76,599
Planning Technician	12	\$42,012	\$52,515	\$63,018
Deputy Treasurer	9	\$36,292	\$45,365	\$54,438
Deputy (Town) Clerk - Administration	9	\$36,292	\$45,365	\$54,438
Part-time Administrative Assistant	7	\$32,918	\$41,147	\$49,377
	4	\$13,67	\$17.09	\$20.51

Public Safety

Police Chief	24	\$75,448	\$94,310	\$113,172
Fire Chief	24	\$75,448	\$94,310	\$113,172
Sergeant	18	\$56,301	\$70,376	\$84,451
EMS Chief	18	\$56,301	\$70,376	\$84,451
Criminal Investigator	14	\$46,319	\$57,898	\$69,478
Police Officer	12	\$42,012	\$52,515	\$63,018
Records Manager - Public Safety	8	\$34,564	\$43,205	\$51,845
Code Enforcement	7	\$32,918	\$41,147	\$49,377

Public Works

Public Works Director	24	\$75,448	\$94,310	\$113,172
Public Works Foreman	14	\$46,319	\$57,898	\$69,478
Facilities Manager	11	\$40,012	\$50,015	\$60,018
Wastewater Plant Operator	11	\$40,012	\$50,015	\$60,018
Maintenance Worker II	9	\$36,292	\$45,365	\$54,438
Maintenance Worker I	7	\$32,918	\$41,147	\$49,377

Notes: Modeled At Market Average Minus 5%

7 employee salaries would fall below proposed minimum

Total base pay cost to place them at new Minimum estimated at \$18,000 or 1.3%



PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: December 14, 2021
Presented By: Travis Boyd, Finance Director
Department: Finance
Re: Resolutions 2021-17, 2021-18, 2021-19

SUBJECT:

Resolution 2021-17 titled: A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS OF AND FOR THE PURPOSE SET FORTH BELOW, FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2022 BUDGET.

Resolution 2021-18 titled: A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE ENTIRE TOWN OF PALISADE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2021 AND ENDING FOR THE CALENDAR YEAR ON THE LAST DAY OF DECEMBER 2022.

Resolution 2021-19 titled: A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021 TO HELP DEFRAID THE COSTS OF GOVERNMENT FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2022 BUDGET YEAR.

SUMMARY:

These resolutions are for the board to approve the 2022 budget as presented by the Town Manager and the Finance Director. These resolutions are summaries of the revenues and expenditures in the proposed 2022 budget, an appropriation to use resources from each fund in the furtherance of town business and in the interest of the public, and an authorization to the Mesa County Treasurer to collect property taxes on the Town's behalf.

BOARD DIRECTION: Approve Resolutions 2021-17, 2021-18, 2021-19

**TOWN OF PALISADE, COLORADO
RESOLUTION 2021-17**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS OF AND FOR THE PURPOSE SET FORTH BELOW, FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2022 BUDGET.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on December 14, 2021 and

WHEREAS, the Board of Trustees has made provisions therein for revenues, including beginning fund balances, in the amount equal to or greater than the total proposed expenditures as set forth in the budget; and,

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purpose described below so as not to impair the operations of the Town of Palisade

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO AS FOLLOWS:

SECTION 1. That the following sums are hereby appropriated from the revenues and other available money of each fund, for the purposes stated:

General Fund	
Expenditures	<u>\$6,334,554</u>
Total General Fund	\$6,334,554
Utilities Fund	
Expenditures	<u>\$486,874</u>
Total Utility Fund	\$486,874
Tourism Fund	
Expenditures	<u>\$55,000</u>
Total Tourism Fund	\$55,000
Water Fund	
Expenditures	<u>\$1,471,640</u>
Total Water Fund	\$1,471,640
Conservation Trust Fund	
Expenditures	<u>\$10,000</u>
Total Conservation Trust	\$10,000
Solid Waste Fund	
Expenditures	<u>\$224,625</u>
Total Solid Waste Fund	\$224,625

Capital Projects Fund

Expenditures	<u>\$6,760,000</u>
Total Capital Projects	
Fund	\$6,760,000

ADOPTED and APPROVED this 14th day of December, 2021.

**By the Town of Palisade, Mesa County, State of
Colorado**

Greg Mikolai, Mayor

Attest:

Keli Frasier, Town Clerk

**TOWN OF PALISADE, COLORADO
RESOLUTION 2021-18**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE ENTIRE TOWN OF PALISADE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING FOR THE CALENDAR YEAR ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Trustees of the Town of Palisade has received a proposed budget in accordance with the Local Government Budget Law; and

WHEREAS, upon due and proper notice, published in accordance with C.R.S. 29-1-106, said proposed budget was open for inspection by the public at the Town Hall as a designated location, a public hearing was held on December 14, 2021, and interested electors were given the opportunity to file and/or register any objections to said proposed budget, and,

WHEREAS, whatever increases and/or decreases may have been made in the expenditures, like increases/decreases were respectively made to the revenues so that the budget remains in balance, as required by C.R.S. 29-1-103;

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO AS FOLLOWS:

SECTION 1. The estimated expenditures for each fund are as follows:

General Fund	\$8,024,345
Utilities Fund	486,874
Tourism Fund	55,000
Water Fund	\$1,471,640
Conservation Trust Fund	10,000
Solid Waste Fund	224,625
Capital Projects Fund	6,760,000
Total Expenditures	\$17,032,484

SECTION 2. The estimated revenues for each fund are as follows:

<u>General Fund</u>	
Taxes	\$3,896,825
Other Sources	1,583,908
Fund Balance	2,543,612
Total Revenues	\$8,024,345

<u>Utilities Fund</u>	
Fees	\$609,000
Fund Balance	<u>0</u>
Total Revenues	\$627,000

<u>Tourism Fund</u>	
Lodging Fees	\$50,000
Fund Balance	<u>0</u>
Total Revenues	\$50,000

<u>Water Fund</u>	
Fees	\$1,080,000
Fund Balance	<u>391,640</u>
Total Revenues	\$1,471,640

<u>Conservation Trust Fund</u>	
Lottery Funds	\$20,000
Fund Balance	<u>0</u>
Total Revenues	\$20,000

<u>Solid Waste Fund</u>	
Fees	\$225,000
Fund Balance	<u>0</u>
Total Revenues	\$225,000

<u>Capital Projects Fund</u>	
General Fund Transfer	2,812,364
Grant Revenue	<u>3,947,636</u>
Total Revenues	6,760,000

SECTION 3. The budget as submitted, amended, and herein above summarized by fund, a true copy of which is attached and incorporated herein by reference, hereby is approved and adopted as the budget of the Town of Palisade for the year stated above.

SECTION 4. The budget hereby approved and adopted shall be signed by the Mayor, and made a part of the public records of the Town.

SECTION 5. Town Finance Director, Travis Boyd, is hereby directed forthwith to certify said budget to the Department of Local Affairs of the State of Colorado in accordance with the Laws of said State.

ADOPTED AND APPROVED this 14th Day of December 2021

By the Town of Palisade, Mesa County, State of Colorado

Greg Mikolai, Mayor

Attest:

Keli Frasier, Town Clerk

**TOWN OF PALISADE, COLORADO
RESOLUTION NO 2021-XX**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2021 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2022 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on December 14,2021; and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses and capital outlay is \$527,736; and

WHEREAS, the 2021 valuation for assessment for the Town of Palisade as certified by the County Assessor is \$30,156,320.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO AS FOLLOWS:

SECTION 1. The Town of Palisade’s gross mill levy is **17.5** mills.

SECTION 2. For the purpose of meeting all general operating expenses and capital outlay of the Town of Palisade during 2021 budget year, there is hereby levied a mill levy of **17.5** mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2020.

SECTION 3. Town Finance Director, Travis Boyd, is hereby authorized and directed to immediately certify to the County Commissioners of Mesa County, Colorado, the mill levies for the Town of Palisade as herein above determined and set.

ADOPTED AND APPROVED THIS 14th DAY OF DECEMBER, 2021.

By Town of Palisade, Mesa County, State of Colorado

Greg Mikolai, Mayor

Attest:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES Agenda Cover Item

Meeting Date: December 14, 2021
Department: Administration
Department Director: J. Hawkinson & Bret Guillory, JUB, Town Engineer

SUBJECT: Asbestos Abatement of the Old Palisade High School – Change Order due to additional asbestos that has been discovered and determined needs removal.

The Town of Palisade hired HERRON Enterprises to manage the asbestos remediation of the Old Palisade High School. This is a certified asbestos company that inspects the work of All Star Environmental Services, abatement company. HERRON inspects after removal of asbestos in an area and prior to abatement of an area and determines that all asbestos is removed per bid documents, and that there is not additional asbestos that was not reported in the bid documents. The bid documents were created by GRE – Grand River Environmental, another asbestos management company. HERRON Enterprises has discovered additional asbestos not in original bid documents that needs to be removed before they can sign off on the demolition permit of the Old High School Building.

All Star Environmental Services has submitted a change order for building wing 1925 and a change order for building wing 1947. The 3rd building wing has not been completed for asbestos abatement, so unknown to date if additional asbestos exists outside of bid.

Attachments:

- A diagram of the various contractors involved with the asbestos abatement and description of their job function.
- Two itemized lists of cost, quantity, & location of additional asbestos and photos.

Board Action:

Give direction to Town Administrator to approve change orders and continue with asbestos abatement of Old High School or stop the project.

Grand River Environmental - GRE

Hired to create asbestos remediation bid documents of the Old High School - these are the documents that were put to competitive bid to hire an abatement contractor.

JUB Engineer

Project Oversight
Assists town with oversight of project

CDPHE - Colorado Department of Public Health & Environment

Reviews safety practices on site with random visits, reviews permits and inspections of asbestos remediation that it meets guidelines for final demolition of building

**HERRON Enterprises USA, Inc
Asbestos Inspector**

Hired to inspect all asbestos removed in the Old High School per CDPHE requirements. Reviews the work of All Star Construction that they are removing all of the asbestos per bid documents.

Does testing in building as determined with CDPHE.

Has found additional asbestos that must be removed that is not part of the original bid documents. This happens once abatement starts.

All Star must comply with removing asbestos determined by HERRON

HERRON must sign off on the demolition permit with the state - this is a liability and confirms the building meets asbestos requirements for demolition and material is free of asbestos and can be taken to landfill

All Star Environmental Services, Inc.

Asbestos Abatement Contractor

This company was hired in the competitive bid process to remove asbestos as determined by the bid documents from GRE and additional asbestos required by HERRON Enterprises, Inc.

This company has submitted change orders per additional asbestos abatement found by material testing and additional discovery of asbestos from HERRON Enterprises. This company **does not** determine extra work. The additional abatement work is determined by the Certified Asbestos Inspector who signs off on the demolition permit.

This company must meet CDPHE standards and pass inspections that area is clear of asbestos with HERRON Enterprises. This company has change orders as determined by HERRON for removal of >1% of additional asbestos found before building can be signed off for demolition.

All Star Environmental Services Inc
Old Palisade High School

Change Order 1 Summary
1925 Wing

	WHERE	WHAT	QUANTITY	COST	DISCOUNT	BALANCE DUE
1A	1925 Wing	Window Glazing	37 Windows	\$ 52,303.88	\$ 6,853.88	\$ 45,450.00 NTX
1B	Crawlspace	Contaminated Soil	46 CY	\$ 53,141.30	\$ 14,161.30	\$ 38,980.00 NTX
1C	Utility Chase	TSI Wrapped Steam Line	279 LF	\$75/LF		\$ 20,925.00 Lump Sum
1D	First Floor Hallways (NSEW)	ACM Floor Tile with Mastic on Concrete	855 SF	\$10/SF		\$ 8,550.00 Lump Sum
1E	Second Floor	TSI Duct Wrap		\$ 4,500.00 NTX		\$ 2,830.05
1F	Restrooms Girls & Boys	Yellow Glue on Plaster Walls				\$ 1,631.72

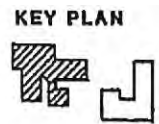
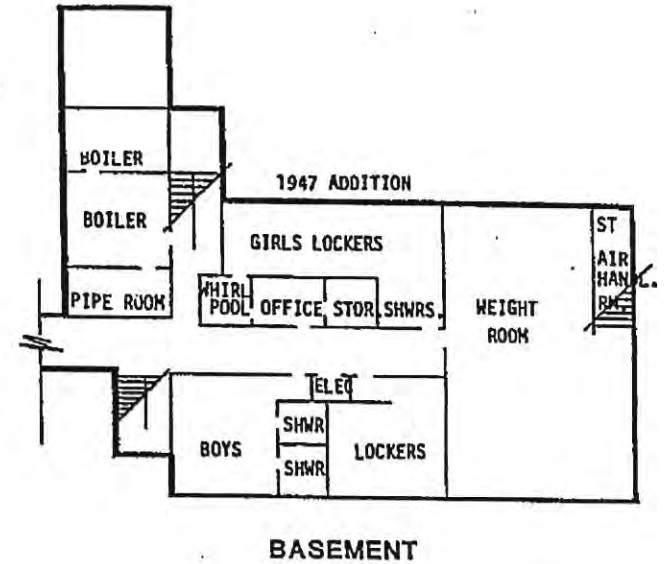
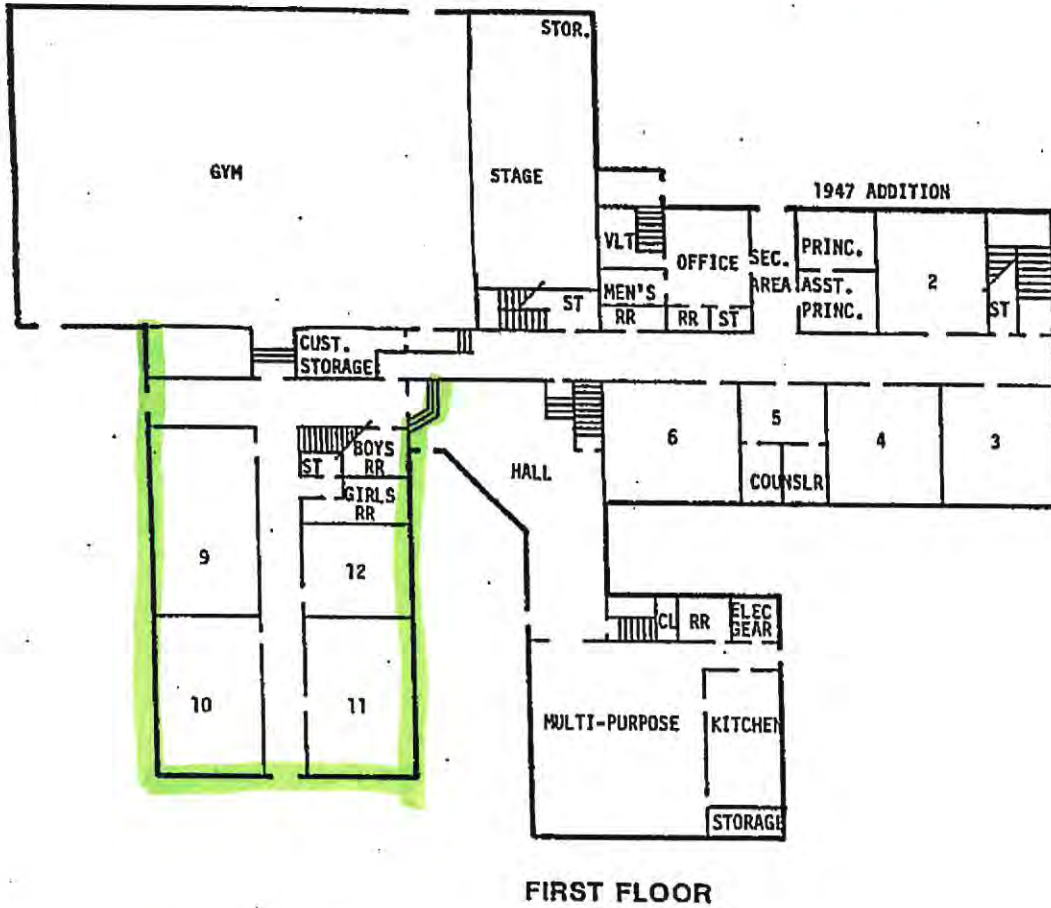
Grand Total: \$ 118,366.77



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 Environmental Services/Industrial Hygienists

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Change Order 1A - 1925 Wing - 37 Window Glazing



PALISADE HIGH SCHOOL
 FLOOR PLAN

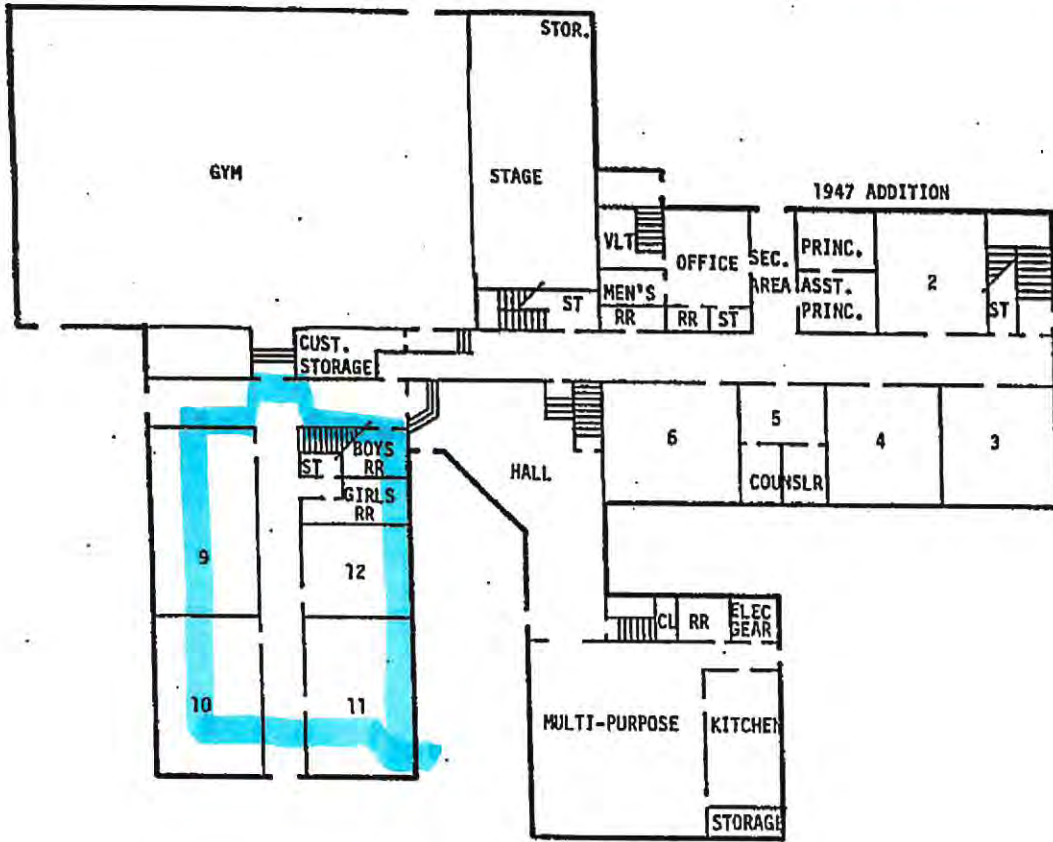


1925 Wing Window Glazing - 37 windows

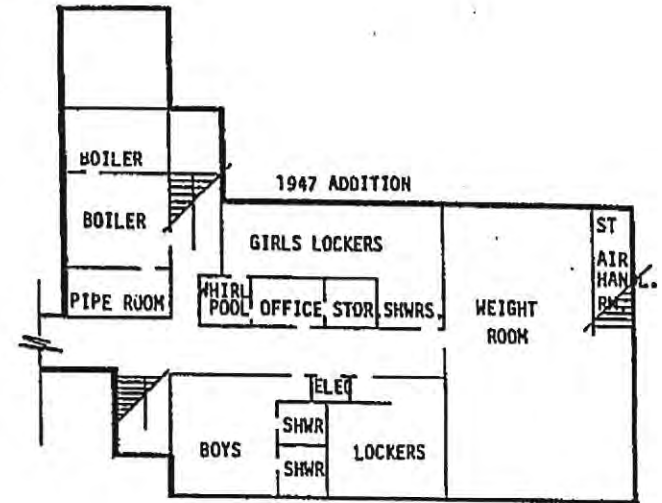




Change Order 1B - Crawlspace - Contaminated Soil



FIRST FLOOR



BASEMENT


KEY PLAN



~~PALISADE HIGH SCHOOL~~
FLOOR PLAN

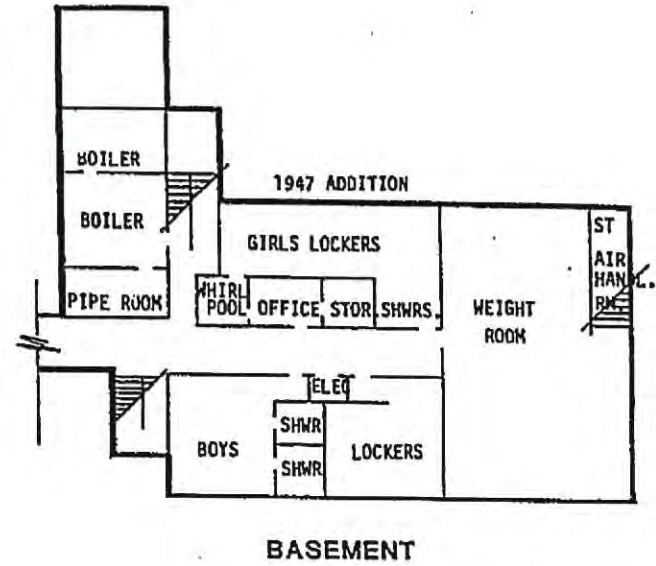
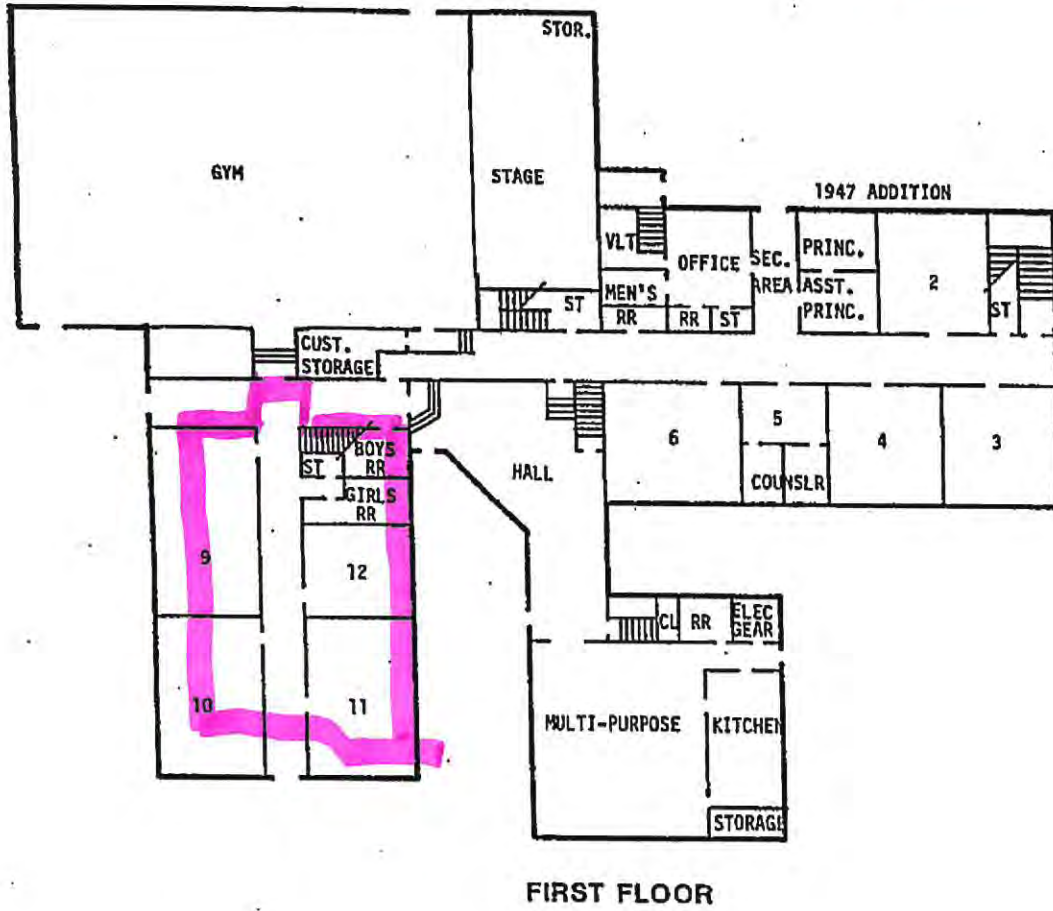


NORTH

 Crawlspace - contaminated soil!



Change Order 1C - Utility Chase - TSI Wrapped Steam Line




KEY PLAN



PALISADE HIGH SCHOOL
FLOOR PLAN



NORTH

 Crawlspace - TSI wrapped piping



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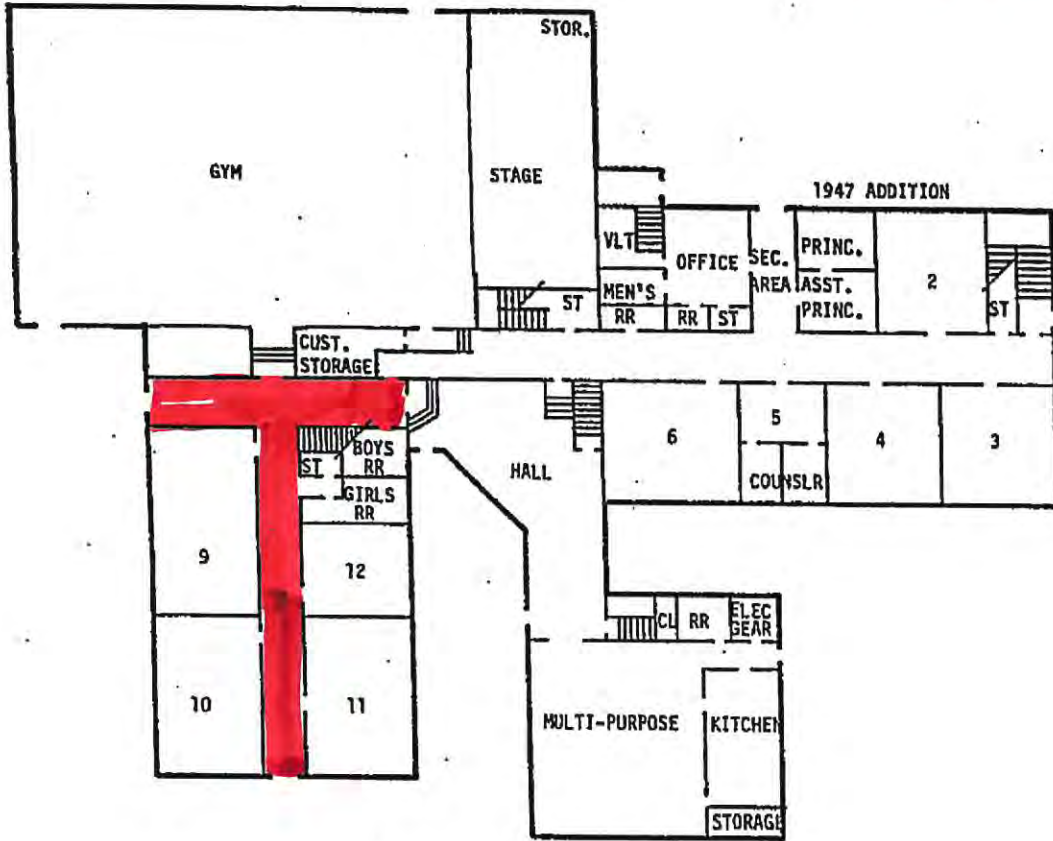




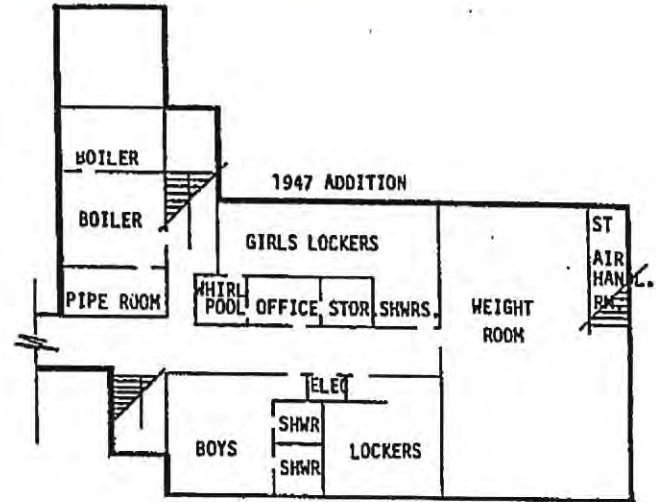
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Change Order 1D - First Floor Hallways (NSEW) - ACM Floor Tile with Mastic on Concrete

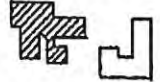


FIRST FLOOR



BASEMENT


KEY PLAN

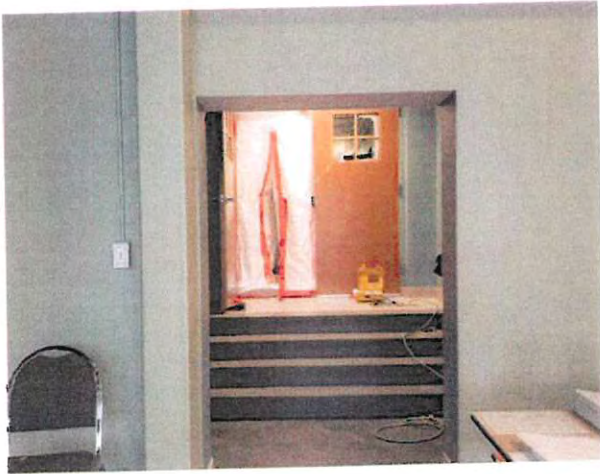


PALISADE HIGH SCHOOL
 FLOOR PLAN



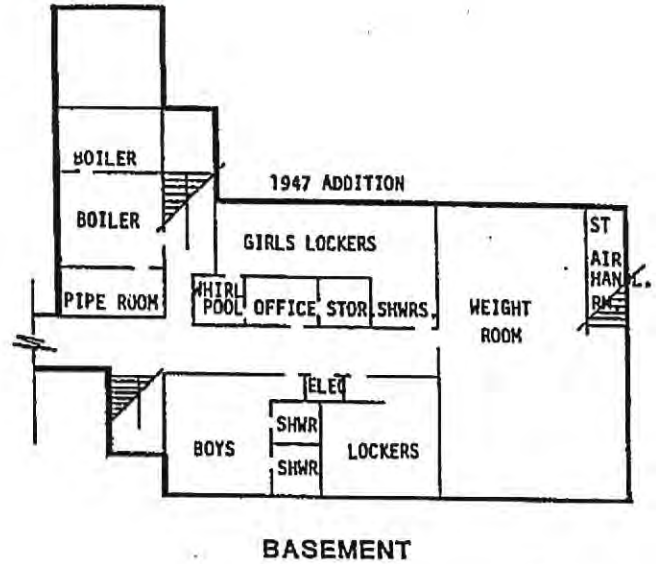
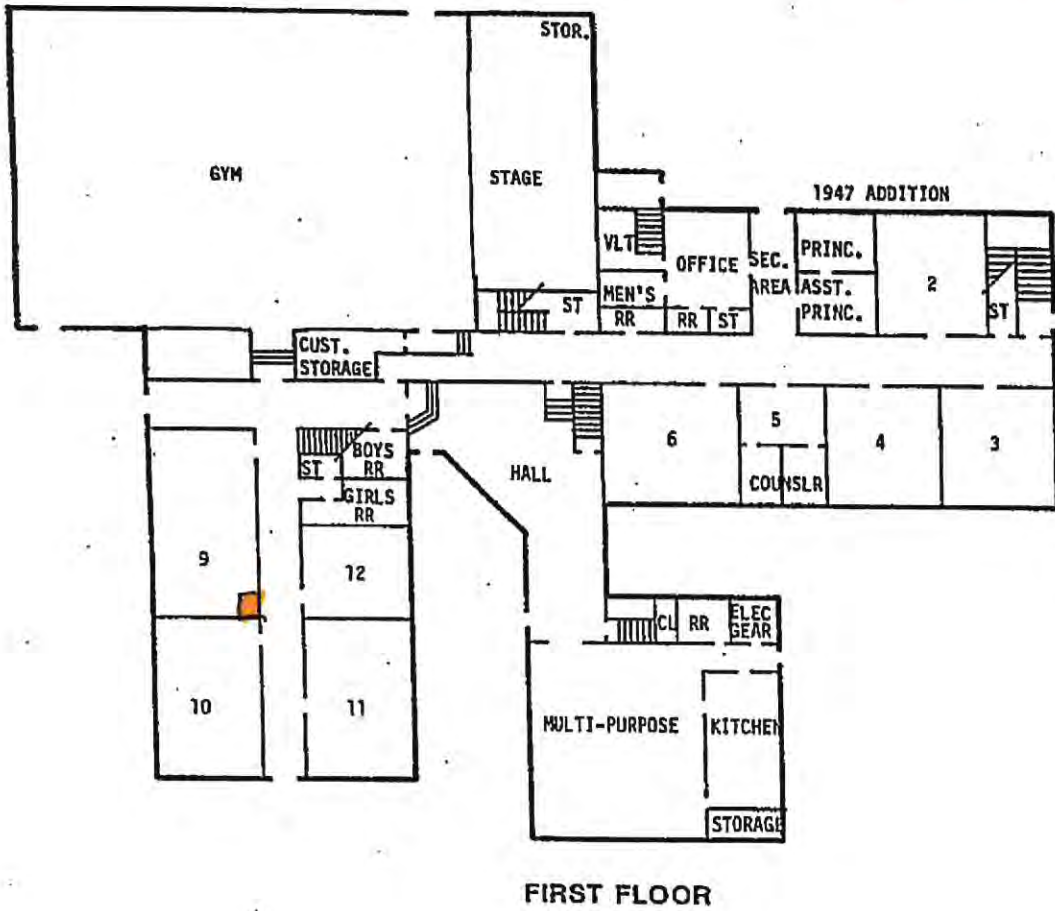
NORTH

 VAT, mastic





Change Order 1E - Second Floor - TSI Duct Wrap




KEY PLAN



PALISADE HIGH SCHOOL
FLOOR PLAN



NORTH

 Chimney duct wrap



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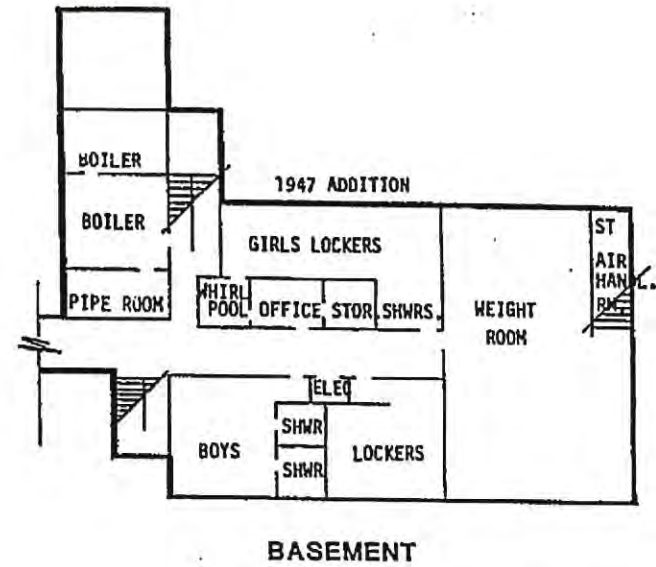
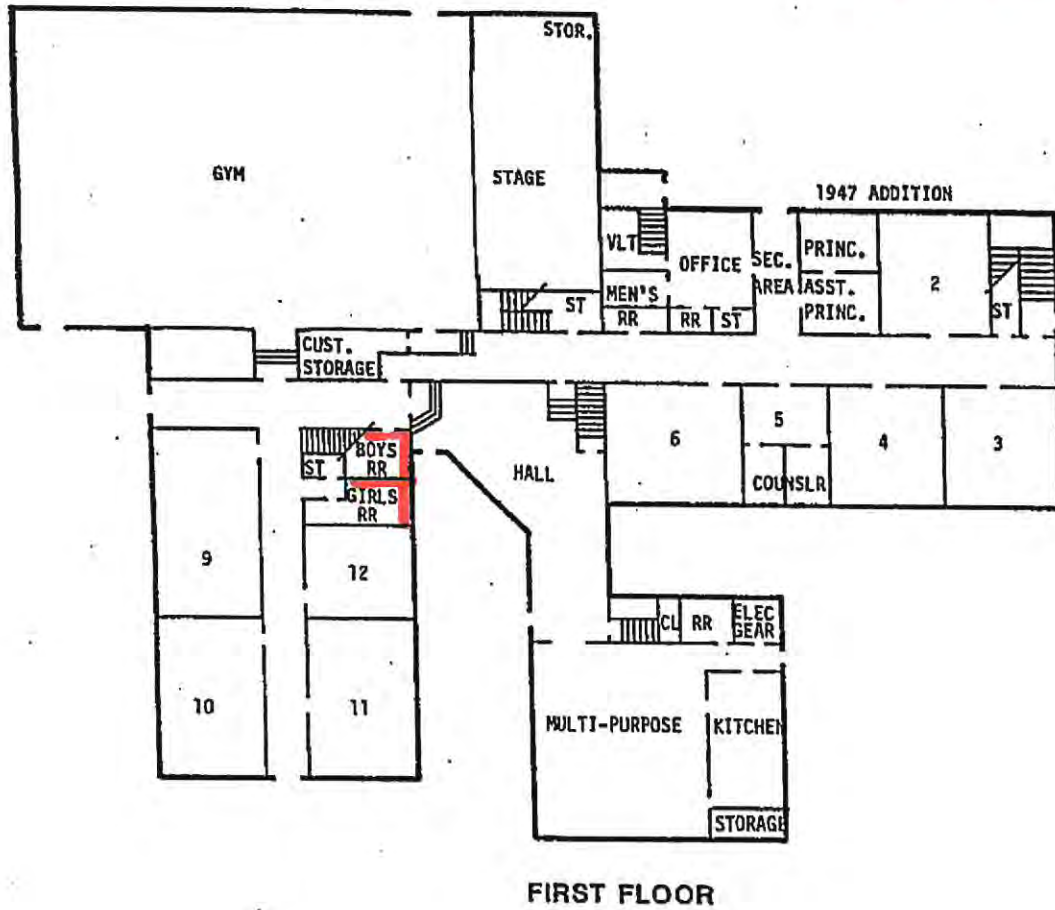




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Change Order 1F - Girls and Boys Restroom - Yellow Glue



PALISADE HIGH SCHOOL
 FLOOR PLAN



 yellow glue



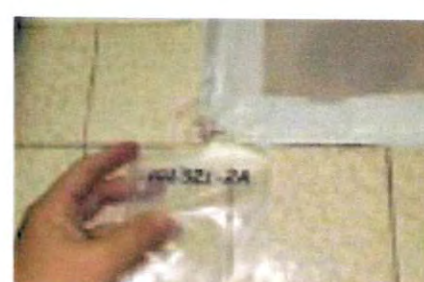
20211023_095512



20211023_093511



20211023_094419



20211023_094847

All Star Environmental Services Inc
Old Palisade High School

Change Order 2 Log & Photos - REV 12/8/21
 1947 Wing

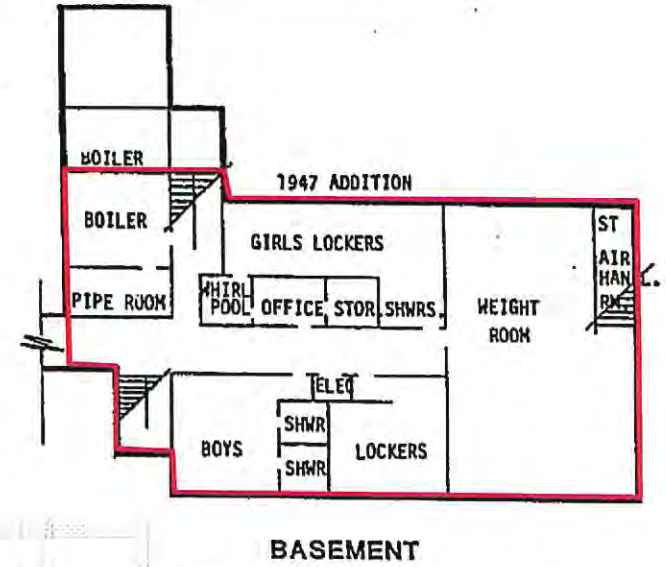
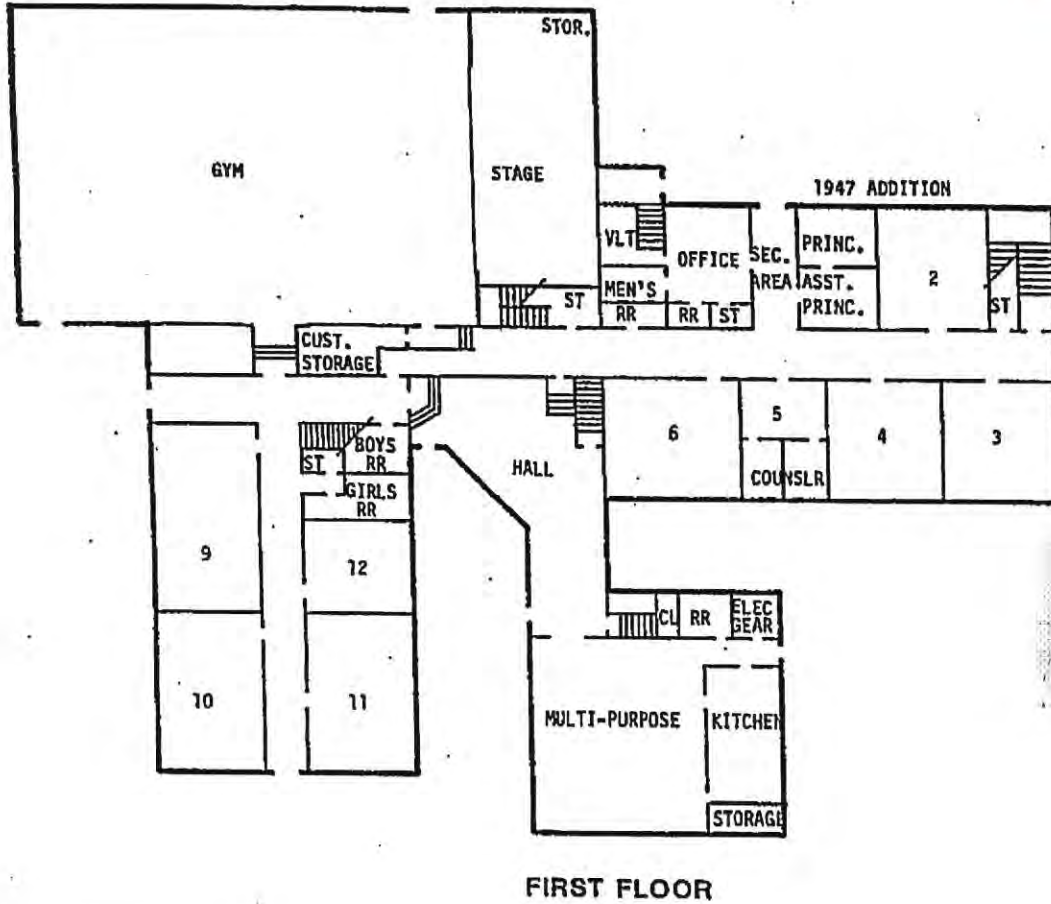
	WHERE	WHAT	QUANTITY	COST	UNIT COST
2A	SE Basement Utility Chase	Major ACM Spill Soil and Debris	312 - 55 gal drums 85 CY	\$ 55,000.00	NTX
2B	SE Basement Utility Chase	TSI Piping	920 Linear Feet	\$ 69,000.00	\$75/LF
2C	Basement Boiler Room	Fire Door	1 - 18 SF mag	\$ 400.00	\$400/each
2D	Basement Storage Room	VAT, mastic	320 SF	\$ 3,200.00	\$10/SF
2E	Exterior Windows	ACM, Glazing, and Caulking	69 Windows	\$ 65,550.00	NTX
2F	Stairwell Ceiling	ACM Texture	58 SF	\$ 740.00	\$12.75/SF



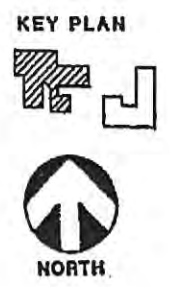
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Change Order 2A - SE Basement Utility Chase Soil and Debris
Change Order 2B - SE Basement - Additional TSI Piping



PALISADE HIGH SCHOOL
FLOOR PLAN



Asbestos Containing Materials (>1.0% Asbestos)
 1947 Wing, Tunnels, Conclusions: This field clarification determined the Pipe Insulation, and Soil Contamination; Homogeneous Area, 1947 Wing, Tunnels, Pipe Insulation, and Soil Contamination, Thermal System Insulation (TSI), AHERA Rating 2I, 1,520 linear feet (GAC submitted), Friable, Significantly Damaged Condition (Current Condition), 0 Sample(s), approximately 1,520 linear feet (GAC submitted), >1.0% Asbestos (Presumed), Client submitted Design did not reflect this material quantity, nor the soils would be contaminated scheduled for abatement. The attached photo log reflects multiple locations of contamination, buried asbestos, lines which previously would have been insulated which no longer are, etc., AQCC Regulation No. 8 requires; III.S.5. Asbestos-Contaminated Soil "... Any soil containing visible friable ACM or any soil with greater than 1% friable asbestos content in the top 1 inch of soil-is, for the purposes of this subsection, asbestos-contaminated soil... and must remove gross, visible surface debris, and...remove the top 2 inches of soil...", Either CDPHE will have to approve a variance, or the GAC will be required to; Remove the top 2 inches of soil prior to the final visual containment inspection and, the locations that asbestos is visibly buried will require the GAC to remove down to the bottom of the insulation, then remove the top 2 inches of soil, in those locations. The final visual containment inspection will include AMS disturbance of the soil with a hand rake. In accordance with AQCC Regulation No. 8, should any visible asbestos be observed during this inspection, the inspection will be terminated, and the containment failed.

Note: Plan(s) copied by Client permission, not to scale.



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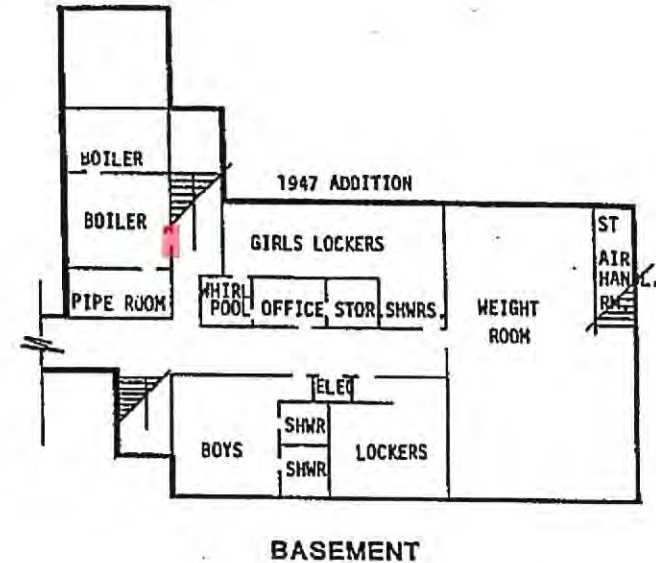
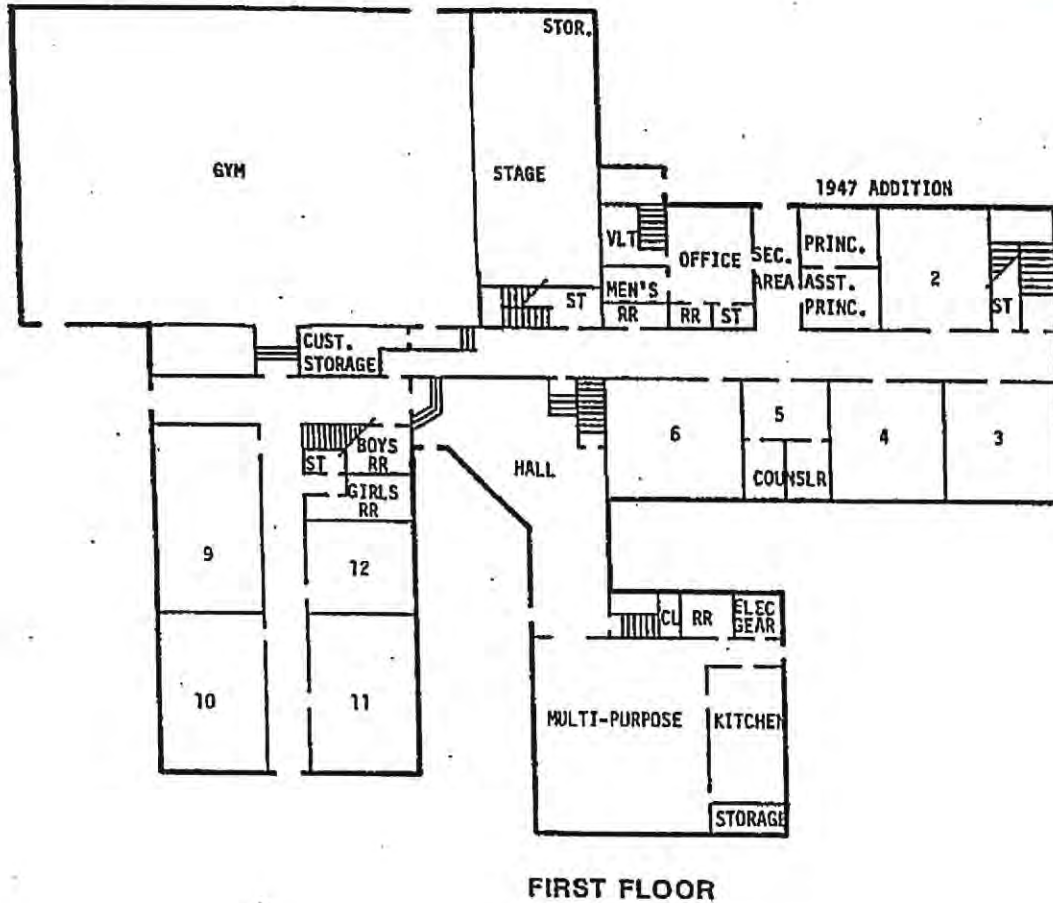
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Change Order 2C - Fire Door



KEY PLAN



~~PALISADE HIGH SCHOOL~~
 FLOOR PLAN



Asbestos Containing Materials (>1.0% Asbestos)
 1947 Wing, Exterior, Basement, 1st, and 2nd Floors, Fire Doors. Conclusions: This field clarification determined all interior and exterior doors by coring "each" door as non-asbestos, with the exception of one (1) Fire Door, positive for asbestos, Homogeneous Area, 1947 Wing, Boiler Room Door, White Fire Door Insulation, Thermal System Insulation (TSI), AHJRA Rating 5, 18 ft, Friable, Good Condition (Current Condition), 1 Sample(s), approximately 1 Unit, 18 ft²; 2% Chrysotile Asbestos / 10% Amosite Asbestos (PLM Analysis), consistent with Client Instructions, these materials require abatement under a CDPIIE permit prior to demolition of the Building therefore; During review of previous inspections for this material, not able to locate any sample(s), nor analysis to determine the material negative for asbestos therefore; This material was inspected, 1 sample(s), PLM Analysis determined this material positive for asbestos, Client submitted Design did not reflect this material positive for asbestos, nor scheduled for abatement.
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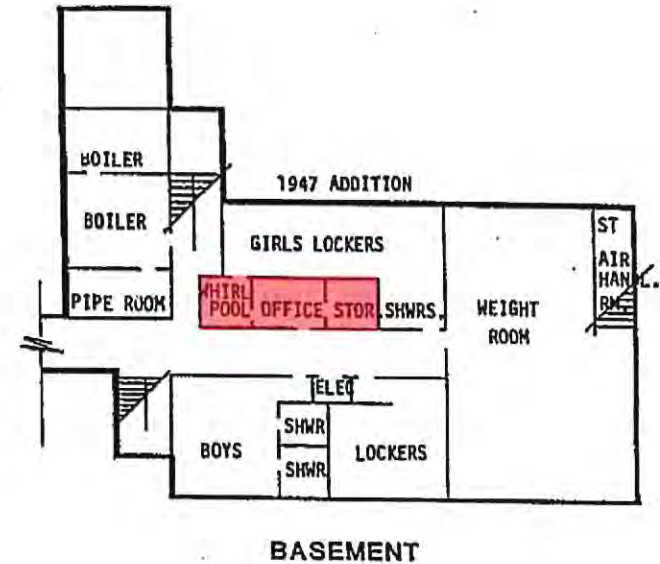
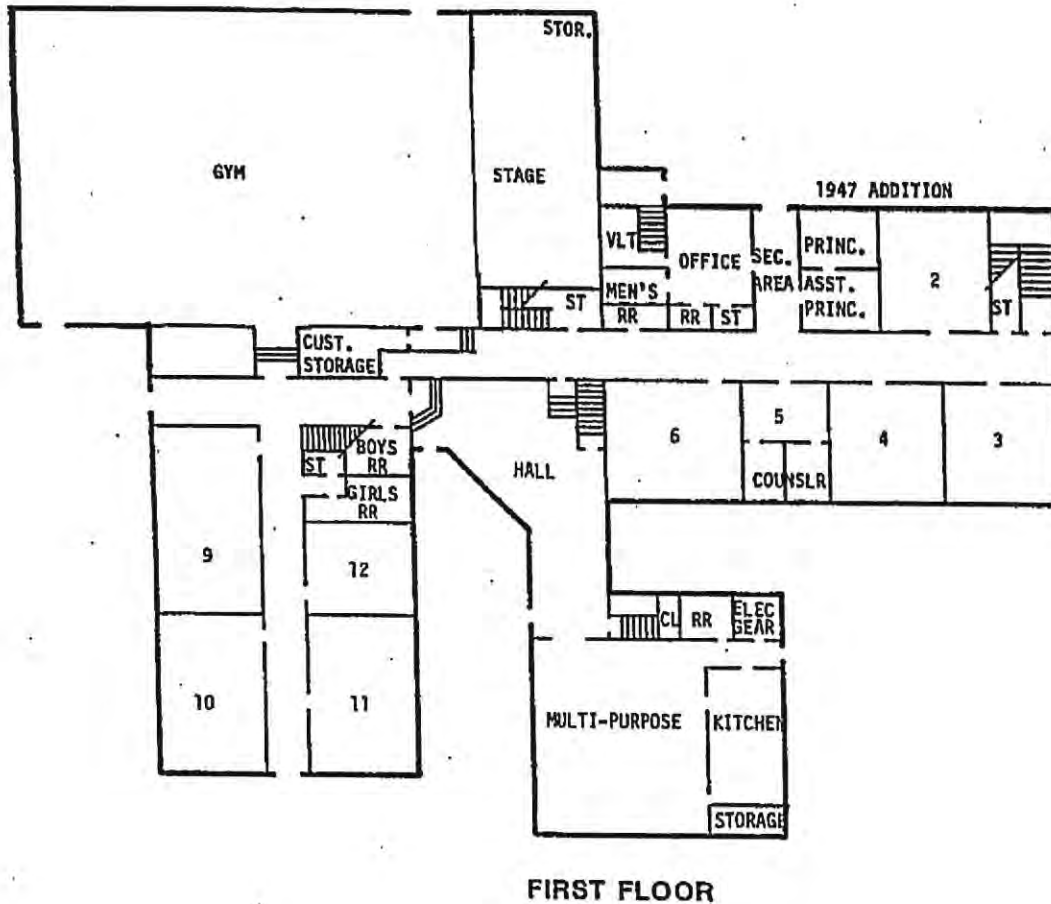




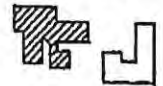
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Change Order 2D - Basement Storage Room - VAT/Mastic



KEY PLAN



PALISADE HIGH SCHOOL
 FLOOR PLAN



Asbestos Containing Materials (>1.0% Asbestos)
 1947 Wing, Basement Office/Storage/Whirlpool, Floor Tile/Mastic, Conclusions: This field clarification determined the Floor Tile/Mastic positive for asbestos, Homogeneous Area, 1947 Wing, Basement Office/Storage/Whirlpool, Floor Tile/Mastic, Miscellaneous Material (M), AIHRA Rating *6, 320 ft², Non-Friable, Good Condition (Current Condition), 2 Sample(s), approximately, 320 ft², 5% Chrysotile Asbestos (PLM Analysis), Consistent with Client Instructions, these materials require abatement under a CDPHE permit prior to demolition of the Building therefore; During review of previous inspections for this material, not able to locate any sample(s), nor analysis to determine the material negative for asbestos therefore; This material was inspected, 2 sample(s), PLM Analysis determined this material positive for asbestos, Client submitted Design did not reflect this material positive for asbestos, nor scheduled for abatement; Note: although the hallway outside these rooms are scheduled for abatement in the Client submitted Design, these rooms were not included.
 Note: Plan(s) copied by Client permission, not to scale.



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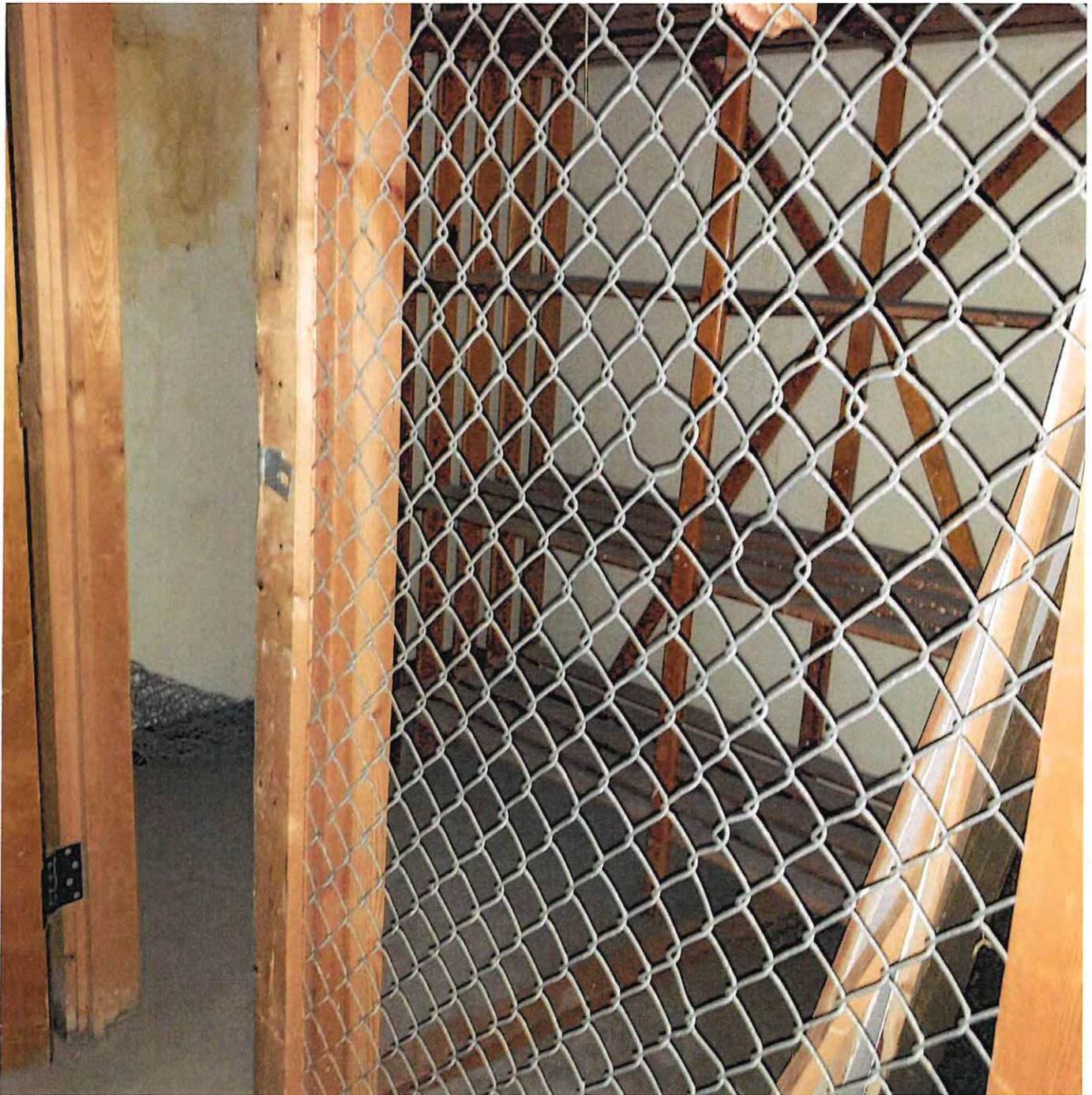
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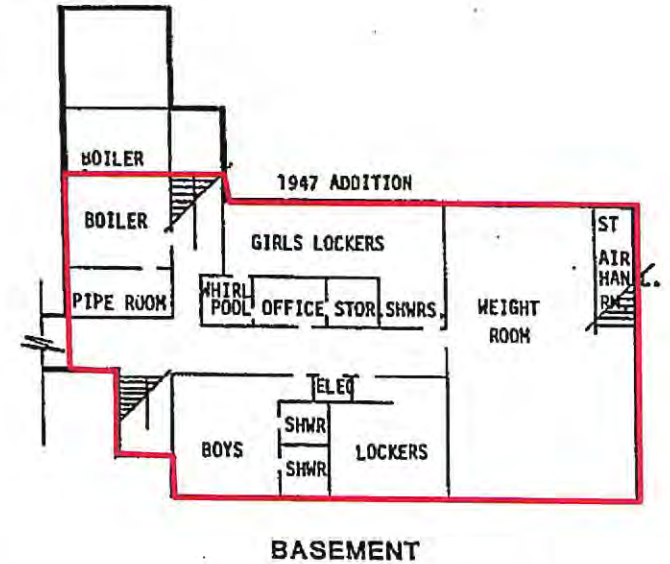
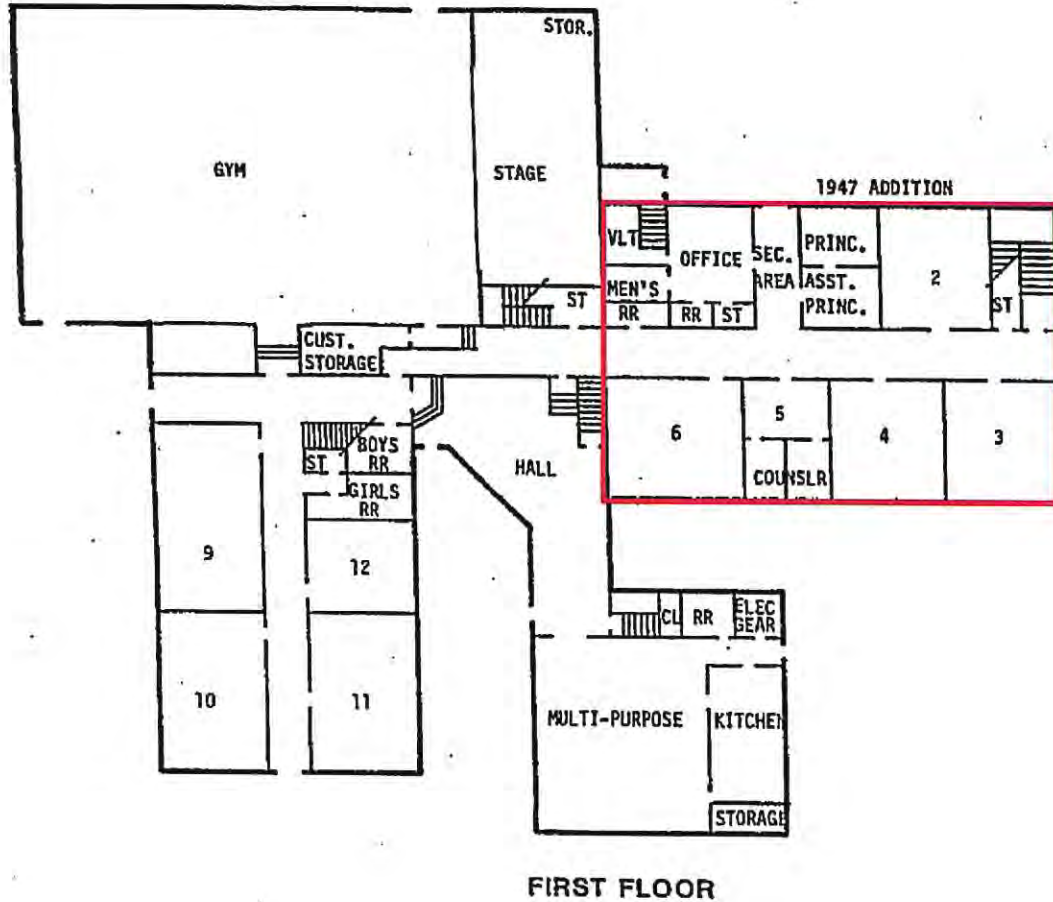




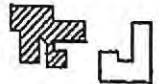
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Change Order 2E - 69 Exterior Windows



KEY PLAN



PALISADE HIGH SCHOOL
 FLOOR PLAN



NORTH

Asbestos Containing Materials (>1.0% Asbestos)
 1947 Wing, Exterior, Basement, 1st, and 2nd Floors, Window Glazing: Conclusions: This field clarification determined the Window Glazing positive for asbestos. Homogeneous Area, 1947 Wing, Exterior, Basement, 1st, and 2nd Floors, White Window Glazing, Miscellaneous Material (M), AHERA Rating 3, 289.09 ft², Non-Friable, Good Condition (Current Condition), 2 Sample(s), approximately 69 Units = 289.09 ft², 4% Chrysotile Asbestos (PLM Analysis), consistent with Client Instructions, these materials require abatement under a CDPHE permit prior to demolition of the Building therefore; During review of previous inspections for this material, able to locate one (1) sample, and analysis to determine the material trace asbestos therefore; This material was inspected, 2 sample(s), PLM Analysis determined this material positive for asbestos. Note: 2 samples 4% Asbestos. Client submitted Design did not reflect this material positive for asbestos, nor scheduled for abatement.
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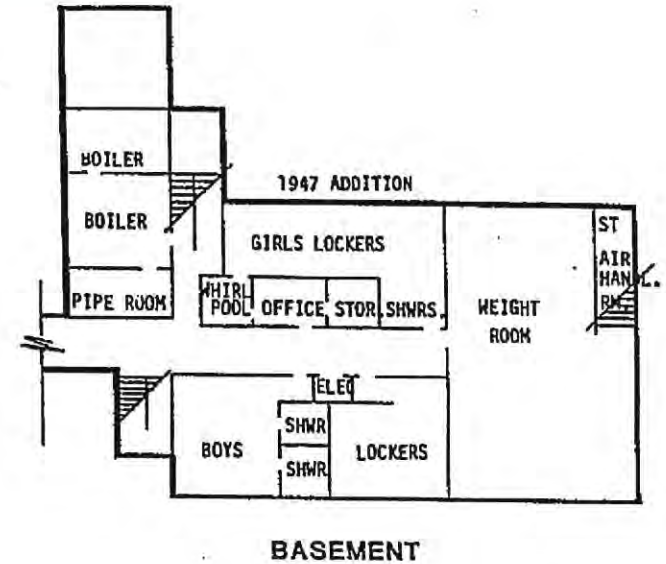
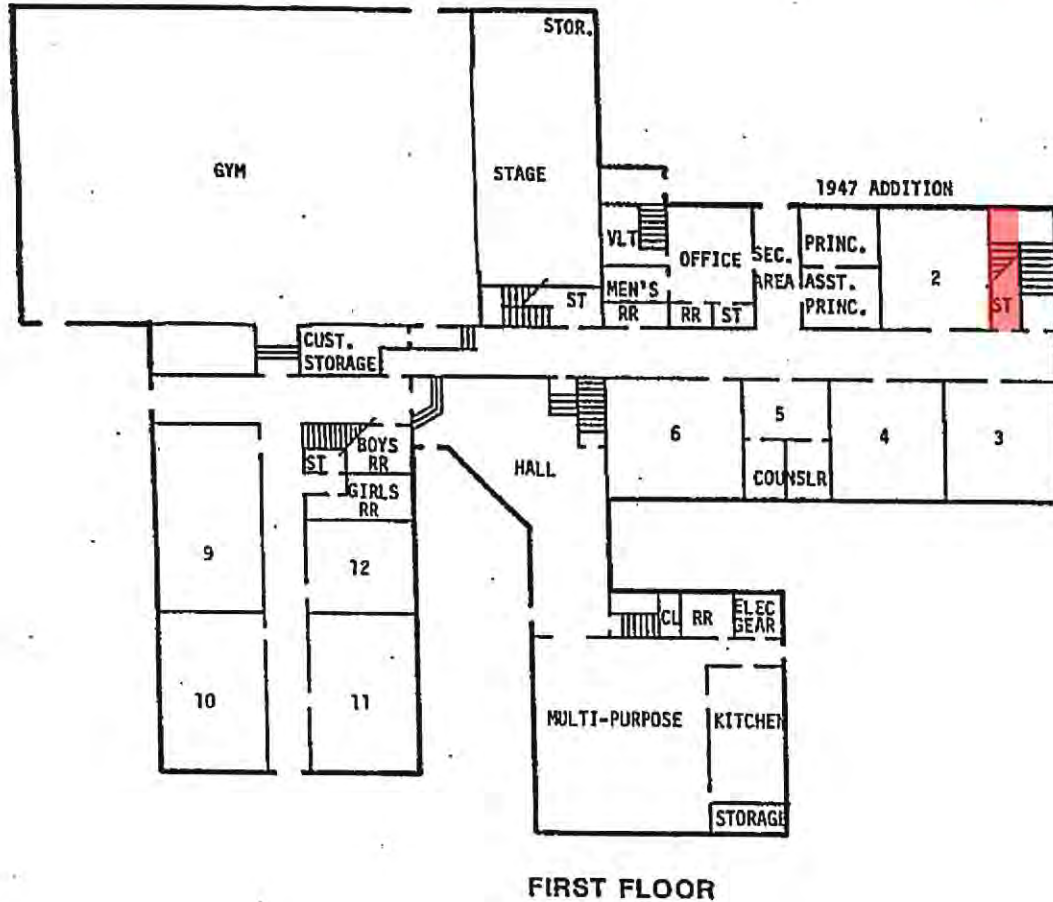




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Change Order 2F - Stairwell Ceiling



PALISADE HIGH SCHOOL
 FLOOR PLAN



Asbestos Containing Materials (>1.0% Asbestos)
 1947, Wing, 1st Floor, East ST Drywall Ceiling; Conclusions: This field clarification determined the Drywall Ceiling is Homogeneous to the Drywall Wall, positive for asbestos; Homogeneous Area, 1947 Wing, 1st Floor, East ST, Drywall, Surfacing Material (S), AHERA Rating "6, 57.5 ft², Non-Frable, Good Condition (Current Condition), 0 Sample(s), approximately 57.5 ft², 3% Asbestos (PLM Analysts). Consistent with Client Instructions, these materials require abatement under a CDPHE permit prior to demolition of the Building therefore, During review of previous inspections for this material, determined this material is homogenous to 47-02, Drywall with Joint Compound and, Texture, 3%, 1st Floor various walls, 6,000 SF therefore; This material was inspected, 0 sample(s), presumption determined this material positive for asbestos, Client submitted Design did not reflect this material positive for asbestos, nor scheduled for abatement.
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PALISADE BOARD OF TRUSTEES
Agenda Cover Item

Meeting Date: December 14, 2021

Department: Administration

Department Director: J. Hawkinson

SUBJECT: Construction Management of MMOF Grant Highway 6 Project

This contract is to hire Construction Management to oversee the installation and performance of the construction of Highway 6 project from Iowa Street to Main Street.

CDOT requires a certified construction manager on their highway projects to do field testing and performing daily reports. JUB has this certified engineer who will be overseeing this project. The construction management will oversee the General Contractor that is hired to perform the work. This includes adequate traffic control, construction is following the engineering plans of the construction, the installation of the irrigation, landscape, sidewalks, and ADA ramps.

This project needs to meet the deadlines set with CDOT to be completed in April, except landscaping, so the road is ready for the overlay project. CDOT is overlaying highway 6 from Clifton to I-70 this spring, this section of roadway is part of that project.

Board Action:

Give direction to Town Administrator to enter into the contract hiring JUB for construction management of Highway 6 per CDOT requirements.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 81-20-015
J-U-B Project Manager: Bret Guillory

This Agreement entered into and effective this _____ day of December 2021, between Town of Palisade, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Construction management for the multi modal project reducing the current four lane configuration of Highway 6 from South Main Street to Iowa Avenue to a two lane section with widened sidewalks, on street bike lanes, improved pedestrian safety features, solar powered street lighting, and median plantings. hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Janet Hawkinson, Town Manager</u>	Work telephone	<u>970-464-5602</u>
	Address	<u>175 East 3rd Street</u>	Home/cell phone	<u>970-296-0468</u>
		<u>Palisade, CO 81526</u>	FAX telephone	<u>n/a</u>
			E-mail address	<u>jhawkinson@townofpalisade.org</u>

For J-U-B:

1	Name	<u>Bret Guillory, Senior Project Manager</u>	Work telephone	<u>970-208-8508</u>
	Address	<u>305 Main Street</u>	Cell phone	<u>970-201-1341</u>
		<u>PO Box 1161</u>	FAX telephone	<u>n/a</u>
		<u>Palisade, CO 81526</u>	E-mail address	<u>bguillory@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Palisade Highway 6 MM Project
Remarks: n/a

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Town of Palisade

J-U-B ENGINEERS, Inc.:
305 Main Street, PO Box 1611

NAME
175 East 3rd Street

STREET
Palisade, CO 81526

STREET
Palisade, CO 81526

CITY / STATE / ZIP CODE

CITY / STATE / ZIP CODE

BY (Signature)
Luke Gingerich / Area Manager

BY (Signature)
Janet Hawkinson / Town Administrator

NAME / TITLE
Applicable Attachments or Exhibits to this Agreement are indicated as marked.
 Attachment 1 – Scope of Services, Schedule, and Basis of Fee
 Attachment 2 – Special Provisions
 Standard Exhibit A – Construction Phase Services

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

Attachment 1
J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
FOR
Highway 6 Multi Modal Project Construction Management
CDOT Project No. M021-004
CDOT Project Code 23961
Palisade, Colorado

Scope of Services, Basis of Fee, and Schedule
November 11, 2021

PROJECT NAME: Palisade Highway 6 Multi Modal Project Design and Construction Management

CLIENT: Town of Palisade, CO

J-U-B PROJECT NUMBER: 81-21-

CLIENT PROJECT NUMBER: Palisade Highway 6 Multi Modal Construction Management Project Contract

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The following scope is for provision of construction management for the Highway 6 Multi Modal Project. The project is located along Highway 6 from Main Street to Lincoln Avenue. The total length of the project is approximately 2,000 lineal feet. The goal of the project is to reduce the four lane highway to two lanes to provide a safe multi modal corridor for the traveling public, pedestrians, bicyclists, and vehicles including attached and detached six (6) foot wide sidewalk, curb ramps meeting ADA standards, landscaped center medians and park strip, pedestrian crossings at defined intersections, landscape features, and associated street striping at crossings.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks for Construction Management Task Items 1, and 50 through 63 of the supporting spread sheet. Other design task items 2 through 49 have been accomplished under separate contract. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

Table with 3 columns: Scope Task, Scope of Services, Deliverables. Rows include Project Management, Pre-Construction Activities, and Coordination/Communication.

	and CDOT to review and approve. Todd will review submittals and RFI's.	each), submittal approvals and RFI replies
56-58	<p>Project Administration Todd and Cheryl will review material testing reports and complete CDOT form 250 & 329. CM team will provide monthly pay applications in a form acceptable to Palisade and distribute for signatures. CM team will review contractor payrolls, conduct employee interviews, complete CDOT administration forms and complete project closeout documentation. CM team will respond to CDOT documentation audits.</p>	CDOT form 250 and 329. Pay applications (3 partial 1 final), CDOT administration documentation
59-63	<p>Field Inspection CM team will observe contractor's efforts per CDOT's requirements. We estimate 80 working days, 3 hours/day inspection oversight. Our inspector will complete a daily diary and CDOT forms 157 and 266. CM team will coordinate a substantial completion project walk thru to generate a punch list. Landscape Architect will provide oversight for installation of irrigation components and plantings. Our inspector will inspect and verify punch list work and completion. Huddleston Berry will perform the material testing and reporting per CDOT's Form 250 and Field Materials Manual.</p>	Inspector daily diary, CDOT forms 157 and 266, punch list, material testing reports

Assumptions:

- CLIENT will be available during the site visits for discussion and information sharing.
- Construction window for this project is 80 working days.
- Landscape Architect will make three (3) site visits during the project, that will be coordinated and scheduled with the Contractor at critical inspection days to document installation of drip irrigation system, and plant materials installation. Improvements are anticipated to be confined to center medians and park strip areas only, and hard mulches.
- Public involvement (PI) will not be included with Construction Management activities.

CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Participation in one on one meetings with stake holders during PI efforts.
 2. Participation in public open house meeting.
 3. Provision of location for public open house meeting.
 4. Prompt response to requests for information regarding Town owned and maintained facilities.
- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Coordination of design for future Safe Routes to School projects that may adjoin this project, coordination for future intersection improvements at 37.3 Road (Elberta Avenue).

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Material fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond four months (80 working days), the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task	Task Name	Fee Type	Amount	Anticipated Schedule
006	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$124,607.00	January – May 2022
Total:			\$124,607.00	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Exhibit(s):

- Standard Exhibit A: Construction Phase Services
- Exhibit B: Task and Fee Breakdown



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Town of Palisade

Project: Highway 6 MMOF

The Agreement for Professional Services dated _____ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes No 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- Yes No 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- Yes No 3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
 - Yes No a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
 - Yes No b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes No 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes No 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes No 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes No 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes 8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
 No
- Yes 9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
 No
- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
 No
- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
 No
- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
 No
- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
 No
- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
 No

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- No
- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- No
- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- No
- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- No
- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- No
- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- No
- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- No
- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- No
- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



Highway 6 MMOF		Project Cost	
Task Number	Task Description	Task Total	Total
Project Setup			
1	Project Startup and Management	\$3,558	
	Totals	\$3,558	\$3,558
Pre-Construction Activities			
50	Plan & Specification Review/setup project files	\$2,544	
51	Pre-Construction Coordination	\$2,964	
52	Pre-Construction Meeting	\$4,252	
	Totals	\$9,760	\$9,760
Coordination/Communication			
53	Coordination/weekly meetings	\$10,232	
54	Negotiate/Prepare/Process Change Orders	\$2,100	
55	Review & Approve Submittals/RFIs	\$4,372	
	Totals	\$16,704	\$16,704
Project Administration			
56	Materials Documentation	\$4,200	
57	Project Accounting	\$3,680	
58	CDOT Administration Documentation	\$8,840	
	Totals	\$16,720	\$16,720
Field Inspection			
59	Observe Construction (assumes 80 working days)	\$46,506	
60	Field Documentation	\$3,464	
61	Final Inspection & Followup	\$4,712	
62	Material Testing	\$21,683	
63	Travel/Per Diem/Lodging	\$1,500	
	Totals	\$77,865	\$77,865
Construction Total		\$124,607.20	\$124,607



PALISADE BOARD OF TRUSTEES Staff Report

Meeting Date: December 14, 2021
Department: Parks and Events / Community Development
Department Director: Troy Ward / Brian Rusche

Town staff is requesting that the Town Board approve the purchase of Sound Fountain, a sculpture by artist Maureen Hearty.

Sound Fountain has been in the Main Street Plaza since 2019 as part of the public art displays managed by Palisade Art Vision (PAV). The sculpture is interactive and popular among visitors to the plaza. PAV expressed support for making Sound Fountain a permanent piece in Palisade at their November meeting.



The net purchase price for this piece is \$4,000, which represents the value of the sculpture (\$6,000) less the 2021 stipend already paid (\$500) less the 25% commission (\$1,500) that the Town would retain.

BOARD DIRECTION:
Approve the purchase of Sound Fountain for \$4,000.