



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

**January 11, 2022**

**5:15 pm – 5:46 pm Work Session**  
to discuss potential TABOR questions on the April 5, 2022 election ballot

**6:00 pm Regular Meeting**

Live stream of the meeting may be viewed at

<https://youtu.be/0A8-qAyuZK0>

- I. WORK SESSION 5:15 pm – 5:45 pm
- II. REGULAR MEETING CALLED TO ORDER AT 6:00 pm
- III. PLEDGE OF ALLEGIANCE
- IV. ROLLCALL
- V. AGENDA ADOPTION
- VI. 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. **PLANNING COMMISSION OPENING:** The Palisade Planning Commission has one vacancy, with a term that expires February 2023. Applications to fill that vacancy are being accepted until January 31, 2022, and the Board of Trustees will appoint the position at the regularly scheduled meeting on February 8, 2022.
  - C. **NORTH RIVER ROAD BRIDGE CLOSED:** The North River Road bridge will be closed to through traffic from January 10, 2022, through the first week of April. Access is still available through Town.
  - D. **NOMINATION PETITIONS AVAILABLE:** The first day to pick up nomination petitions to run for the Board of Trustees in the April 5, 2022 election was January 4, 2022. Nomination petitions are still available at Town Hall and can be circulated until the return deadline of January 24, 2022.
- VII. PRESENTATIONS
  - A. **Proclamation – National Crime Stoppers Month**

*Presented by Trustee Somerville to representatives of the Board of Directors of the Crime Stoppers of Mesa County – Shari Zen, Brittaney LeTurgez, and Rich Parish.*

**B. Proclamation – Martin Luther King Jr. Day**

*Presented by Mayor Mikolai to representatives of the Board of Directors of the Black Citizens and Friends – David Combs*

**C. Introduction of a new Lieutenant for the Palisade Fire Department**

*Introduction of Lieutenant Trevor Nieslanik by Chief Balke.*

**D. Donation Presentation from Vines 79 Wine Bar**

*Juliann Adams will present a donation to the Palisade Fire Department.*

**VIII. 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.*

**IX. TOWN MANAGER REPORT**

**X. 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 – December 9, 2021 – January 6, 2022*

**B. Minutes**

- Minutes from December 14, 2021, Regular Board Meeting
- Minutes from January 4, 2022, Special Board Meeting

**XI. PUBLIC HEARING I**

**A. ORDINANCE 2022-01: PRO 2021-14 – Text Amendments To The Land Development Code (LDC) Bed And Breakfast**

*The Board of Trustees will consider text amendments to Section 7.03(C) – Bed and Breakfast standards and Section 14.02 – Defined Terms to allow sleeping rooms in separate structures outside of the primary dwelling but on the same property; and Section 6.01 – Use Table to clarify Bed & Breakfast as either a permitted or conditional use in certain zones.*

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

**XII. PUBLIC HEARING II****A. ORDINANCE 2022-02: PRO 2021-15 – Text Amendments To The Land Development Code (LDC) Family Child Care Home**

*The Board of Trustees will consider text amendments to Section 7.05.D.12– Child Care Home to allow up to twelve (12) children as a “family child care home” in accordance with state law, as well as amendments to Section 7.02.A – Civic Use Standards – Child Care Center, Section 7.05.C.1.h – Residential accessory uses, and Section 14.02 – Defined Terms to permit a family child care home as an accessory use to a residence in all districts.*

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

**XIII. PUBLIC HEARING III****A. ORDINANCE 2022-03: PRO 2021-16 – Text Amendments To The Land Development Code (LDC) Board Of Trustees Decision**

*The Board of Trustees will consider text amendments to Section 3.10.A – Board of Trustees Decision to clarify that the final decision of a Board action is at the meeting at which the decision is made.*

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

**XIV. PUBLIC HEARING IV****A. ORDINANCE 2022-04: PRO 2021-17 – Text Amendments To The Land Development Code (LDC) Screening Of Service Areas**

*The Board of Trustees will consider text amendments to Section 10.04 – Screening of Service Areas to modify the requirements for trash collection screening enclosures.*

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

**XV. NEW BUSINESS****A. J-U-B Engineers Contract**

*The Board of Trustees will consider renewing the contract with JUB Engineering for engineering services for the Town.*

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

**B. Contract with Slate Communications for Marketing**

*The Board of Trustees will consider directing the Town Manager to enter into a contract with Slate Communications for marketing services for the 2022 Palisade Bluegrass and Roots Festival.*

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

**C. Agreement with Afton Tickets**

*The Board of Trustees will consider directing the Town Manager to enter into an agreement with Afton Tickets for ticket services for the 2022 Palisade Bluegrass and Roots Festival.*

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

**XVI. OPEN DISCUSSION**

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

**XVII. COMMITTEE REPORTS**

**XVIII. ADJOURNMENT**



# **MESA COUNTY**

PUBLIC WORKS

## **Project Announcement: Mesa G.8-39.1 Bridge Rehabilitation Project**

### **Project Overview**

The Mesa G.8-39.1 Bridge Rehabilitation Project consists of rehabilitation to the existing bridge on N. River Road over the Colorado River east of Palisade. Work taking place includes, concrete deck repairs, painting, bridge railing replacement, removal of asphalt, resurfacing, and replacement of guardrails.

### **Project Schedule and Information**

The project will start January 10. The project will be in operation Monday through Saturday, 7 a.m. to 7 p.m. Anticipated completion date is early April. The contractor chosen for this project is KSK, LLC.

### **Travel & Other Impacts**

Beginning January 10, N. River Road will be closed to traffic at the bridge. Local access will be provided west of the bridge on the marked detour through Palisade (see attached map).

### **Contact Information**

If you have any questions or concerns, or if you would like to be added to our public outreach contact list and receive construction updates, please contact us at the phone number or email address below:

Project Hotline Phone: **970.440.2380**

Project Email: [PalisadeBridgeRehabProject@gmail.com](mailto:PalisadeBridgeRehabProject@gmail.com)

#### **KSK, LLC:**

Project Manager: **Kirk Knowles**

Project Manager Phone: **970.260.3377**

Project Manager Email: [Kskllc.kirk@gmail.com](mailto:Kskllc.kirk@gmail.com)





	January	February	March	April
Asbestos Abatement old PHS	completed 1/14			
Demolition of old PHS	estimated start 1/26 & complete by 5/6			
New Clinic	finalalze MOU Cty & lease C Hosp.			
New Clinic Grants	OEDIT Due	CO Health 2/15		
Highway 6 construction	estimated start 1/17 & complete April 30 (not landscaping)			
Wastewater Consolidation	USDA Grant/Loan Wastewater Consolidation - loan documents April			
Rate Study Water/ Wastewater	Grant funded by RCAC - complete in summer			
Broadband	work with DOLA & Region 10 on funding CNL/middle mile			
Comprehensive Plan	RFQ for Planner - Set Outline			
Clifton-Palisade Fire Authority	Complete Fire Authority IGA			
TAP Grant Sidewalks	on-hold CDOT			



## **PALISADE BOARD OF TRUSTEES Staff Report**

**Meeting Date:** January 14, 2022

**Department:** Police Department

**Department Director:** Jesse Stanford, Interim Chief of Police

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### **Stats for December 2021**

#### **December Calls for Service**

270 Calls for service, 33 more than last month

#### **December Reports and Summons**

29- Case Reports

16 Supplement Reports

1- Arrests

1-Warrant Arrest

5- Summons

5-Criminal

2- Possession of Marijuana Under 21

1- Assault

1-Trespass

1- Criminal Mischief

13- Traffic

2- Municipal

2- Speeding 5-9 MPH Over

11- County

2- Speeding 5-9 MPH Over

1-DUI

1-Reckless Driving

1-Failure to Display Tail Lamps

2-No Insurance

1-Expired Registration

1-Careless Driving

1-Driving Under Restraint

1-Driving Under Revocation

**Total for 2021**

**3231 calls in 2021**

**Training**

- No training in December. Happy Holidays!



## **Palisade Code Compliance Statistics: December 2021**

Open Issues before December: 7

December Issues:

- |                      |   |
|----------------------|---|
| • LDC Sec. 10.10 3-C | Advertising Sign: 1                         |
| • LDC Sec. 10.10 E   | Prohibited Sign: 1                          |
| • PMC Sec. 7-4       | Public Nuisance: 12                         |
| • PMC Sec. 7-116     | Barking Dogs: 1                             |
| • PMC Sec. 8-4(v)9   | Camp Trailer/Oversized Trailer on Street: 1 |
| • PMC Sec. 10-227(4) | Noise: 1                                    |
| • Other              | Unfounded Complaints: 2                     |

Total: 23

Closed issues in December: 21

Open issues at end of December: 9

Issues Year to Date: 293

- Town Clean-Up Day: I handed out 22 notifications about clean-up day to properties that needed to take advantage of this service.
- Leaf Pick-up Program: I had to notify 10 properties that the leaf pickup program was done, and they needed to clean up the leaves left on the street.

### **Significant Events and Investigations:**

- 16 open cases 5 sexual assault investigations and two large fraud investigations.

Issues with recent unlawful entry/ burglaries at the old Palisade High School, we are working with other departments in the Town to prevent anymore issues with continued break ins.

- 4 police applicant background investigations are starting.
- Evidence on Q, a new digital evidence management system is coming, and work is being completed to make this be a smooth and uneventful transition.

- Officer Higgins completed her initial Inservice week and is now in the FTO program where she appears to be doing very well and is a great addition to our team.





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

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

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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – Jan 11, 2022

Date Range of Payables – Dec 9, 2021 – Jan 6, 2022

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 12/09/2021-01/06/2022

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR1211210	AFLAC After-Tax Pay Period: 12/	12/15/2021	48.60	.00		
AFLAC INSURANCE	PR1211210	AFLAC Pre-tax Pay Period: 12/11	12/15/2021	177.48	.00		
AFLAC INSURANCE	PR1225210	AFLAC Pre-tax Pay Period: 12/25	12/30/2021	159.06	.00		
AFLAC INSURANCE	PR1225210	AFLAC After-Tax Pay Period: 12/	12/30/2021	48.60	.00		
COLORADO DEPT OF REVENUE	PR1211210	State Withholding Tax Pay Period	12/15/2021	2,984.00	.00		
COLORADO DEPT OF REVENUE	PR1211210	State Withholding Tax Pay Period	12/15/2021	93.00	.00		
COLORADO DEPT OF REVENUE	PR1225210	State Withholding Tax Pay Period	12/30/2021	3,060.00	.00		
COLORADO STATE TREASURE	PR1211211	State Unemployment Tax Pay Per	12/15/2021	264.97	.00		
COLORADO STATE TREASURE	PR1225211	State Unemployment Tax Pay Per	12/30/2021	286.01	.00		
FICA/MED/ P/R TAXES	PR1211212	Federal Withholding Tax Pay Peri	12/15/2021	8,744.05	.00		
FICA/MED/ P/R TAXES	PR1211212	Social Security Pay Period: 12/11	12/15/2021	3,800.59	.00		
FICA/MED/ P/R TAXES	PR1211212	Social Security Pay Period: 12/11	12/15/2021	3,800.59	.00		
FICA/MED/ P/R TAXES	PR1211212	Medicare Pay Period: 12/11/2021	12/15/2021	1,259.08	.00		
FICA/MED/ P/R TAXES	PR1211212	Federal Withholding Tax Pay Peri	12/15/2021	138.00	.00		
FICA/MED/ P/R TAXES	PR1211212	Medicare Pay Period: 12/11/2021	12/15/2021	64.16	.00		
FICA/MED/ P/R TAXES	PR1211212	Medicare Pay Period: 12/11/2021	12/15/2021	1,323.24	.00		
FICA/MED/ P/R TAXES	PR1225212	Federal Withholding Tax Pay Peri	12/30/2021	8,468.05	.00		
FICA/MED/ P/R TAXES	PR1225212	Social Security Pay Period: 12/25	12/30/2021	3,675.27	.00		
FICA/MED/ P/R TAXES	PR1225212	Medicare Pay Period: 12/25/2021	12/30/2021	1,320.53	.00		
FICA/MED/ P/R TAXES	PR1225212	Medicare Pay Period: 12/25/2021	12/30/2021	1,385.78	.00		
FICA/MED/ P/R TAXES	PR1225212	Social Security Pay Period: 12/25	12/30/2021	279.00	.00		
FICA/MED/ P/R TAXES	PR1225212	Social Security Pay Period: 12/25	12/30/2021	3,954.27	.00		
FICA/MED/ P/R TAXES	PR1225212	Medicare Pay Period: 12/25/2021	12/30/2021	65.25	.00		
FIRE AND POLICE PENSION	PR1211210	FPPA Fire DD Pay Period: 12/11/	12/15/2021	76.80	.00		
FIRE AND POLICE PENSION	PR1211210	FPPA 457 Pay Period: 12/11/202	12/15/2021	70.00	.00		
FIRE AND POLICE PENSION	PR1211210	Police Pension Pay Period: 12/11	12/15/2021	45.09	.00		
FIRE AND POLICE PENSION	PR1211210	Police Pension Pay Period: 12/11	12/15/2021	1,553.69	.00		
FIRE AND POLICE PENSION	PR1211210	Fire Pension Pay Period: 12/11/2	12/15/2021	294.40	.00		
FIRE AND POLICE PENSION	PR1211210	Fire Pension Pay Period: 12/11/2	12/15/2021	217.60	.00		
FIRE AND POLICE PENSION	PR1211210	FPPA Police DD Pay Period: 12/1	12/15/2021	548.37	.00		
FIRE AND POLICE PENSION	PR1225210	FPPA 457 Pay Period: 12/25/202	12/30/2021	70.00	.00		
FIRE AND POLICE PENSION	PR1225210	FPPA Fire DD Pay Period: 12/25/	12/30/2021	180.42	.00		
FIRE AND POLICE PENSION	PR1225210	Police Pension Pay Period: 12/25	12/30/2021	2,596.73	.00		
FIRE AND POLICE PENSION	PR1225210	Police Pension Pay Period: 12/25	12/30/2021	1,919.32	.00		
FIRE AND POLICE PENSION	PR1225210	Fire Pension Pay Period: 12/25/2	12/30/2021	691.61	.00		
FIRE AND POLICE PENSION	PR1225210	Fire Pension Pay Period: 12/25/2	12/30/2021	511.19	.00		
FIRE AND POLICE PENSION	PR1225210	FPPA Police DD Pay Period: 12/2	12/30/2021	677.42	.00		
ICMA TRST 401 - 107074	PR1211210	ICMA 401K Pay Period: 12/11/20	12/15/2021	2,213.55	.00		
ICMA TRST 401 - 107074	PR1211210	ICMA 401K Pay Period: 12/11/20	12/15/2021	2,213.55	.00		
ICMA TRST 401 - 107074	PR1225210	ICMA 401K Pay Period: 12/25/20	12/30/2021	2,182.14	.00		
ICMA TRST 401 - 107074	PR1225210	ICMA 401K Pay Period: 12/25/20	12/30/2021	2,182.14	.00		
ICMA TRST 457 - 304721	PR1211210	ICMA 457 Pay Period: 12/11/202	12/15/2021	200.00	.00		
ICMA TRST 457 - 304721	PR1225210	ICMA 457 Pay Period: 12/25/202	12/30/2021	200.00	.00		
SESAC	10552622	BLUEGRASS MUSIC LICENSE F	01/01/2022	513.00	513.00	12/30/2021	
FAMILY SUPPORT REGISTRY	PR1211211	FIPS 056888833 Garnishment P	12/15/2021	227.07	227.07	12/22/2021	
FAMILY SUPPORT REGISTRY	PR1225211	FIPS 056888833 Garnishment P	12/30/2021	227.07	227.07	12/30/2021	
FIDELITY TITLE CO	REFUND OF A	REFUND UTILITY OVER PMT	12/01/2021	1,100.00	1,100.00	12/15/2021	
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	6,347.05	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	144.83	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	4,712.05	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	82.84	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	2,696.70	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	575.65	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	21,312.15	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	92.28	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	1,259.60	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	139.60	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	1,906.83	.00		
CIGNA HEALTHCARE	PR1211211	Health and Dental Insurance Cig	12/15/2021	154.45	.00		
ANTHEM BLUE CROSS AND BL	PR1211211	Vision Insurance Vision Employee	12/15/2021	81.99	.00		
ANTHEM BLUE CROSS AND BL	PR1211211	Vision Insurance Vision Employee	12/15/2021	28.21	.00		
ANTHEM BLUE CROSS AND BL	PR1211211	Vision Insurance Vision Employee	12/15/2021	5.99	.00		
ANTHEM BLUE CROSS AND BL	PR1211211	Vision Insurance Vision Employee	12/15/2021	11.48	.00		
Total :				105,572.26	2,067.14		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CAPITAL BUSINESS SYSTEMS	30783404	CANNON COPIER RENTAL 107-	01/03/2022	553.00	.00		
CIRSA	211780	BOND- FRASIER	10/08/2021	100.00	.00		
CIRSA	220090	LIABILITY INSURANCE - ADMIN	01/01/2022	64,431.62	.00		
GRAND JUNCTION / MESA COU	186	2022 RIVERFRONT FUNDING	01/04/2022	3,604.00	.00		
ICMA TRST 401 - 107074	2021 FORFEIT	ICMA 401K Pay Period: 12/11/20	12/22/2021	1,412.47-	1,412.47-	12/22/2021	
QUADIENT LEASING	12142021 POS	POSTAGE ON CALL #53370518	12/14/2021	2,000.00	2,000.00	12/15/2021	
OFFICE DEPOT	216348024001	OFFICE SUPPLY - ADMIN	12/13/2021	71.91	71.91	12/22/2021	
OFFICE DEPOT	216348024002	OPERATING SUPPLY-ADMIN	12/17/2021	20.99	.00		
OFFICE DEPOT	216350348001	OFFICE SUPPLY - ADMIN	12/11/2021	38.38	38.38	12/22/2021	
OFFICE DEPOT	216350349001	OFFICE SUPPLY - ADMIN	12/13/2021	7.90	7.90	12/22/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	312.69	312.69	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	312.69	312.69	10/31/2021	
PROVELOCITY LLC	33332	INFORMATION TECHNOLOGY	01/01/2022	7,332.30	.00		
CENTURY LINK	12.01.2021	9016 - ADMIN. FAX	12/22/2021	108.55	108.55	12/15/2021	
TROPHY CASE, THE	79888	NAME PLATE (2)	12/01/2021	35.90	35.90	12/22/2021	
XCEL ENERGY	760645188	ADMINISTRATION LIGHTS	12/20/2021	873.98	.00		
ASSOCIATED GOVERNMENTS	2367	2022 AGNC DUES	01/01/2022	2,500.00	2,500.00	12/30/2021	
J-U-B ENGINEERS	0148754	ADMIN PRO SERVICES	12/16/2021	1,563.29	.00		
HAWKINSON, JANET	FBP12292021	FLEXIBLE BENEFIT PLAN	12/29/2021	577.80	577.80	12/30/2021	
MUELLER, GREGG	FBP12132021	FBP REIMBURSEMENT	12/13/2021	140.00	140.00	12/15/2021	
ALPINE BANK CC	JH DEC 3061 -	ADMIN - DUES	12/18/2021	9.99	.00		
ALPINE BANK CC	JH DEC 3061 -	ADMIN - OPERATING - DF FARE	12/18/2021	95.00	.00		
ALPINE BANK CC	JH DEC 3061 -	ADMIN - DUES	12/18/2021	14.99	.00		
ALPINE BANK CC	JH DEC 3061 -	ADMIN - OPERATING	12/18/2021	39.79	.00		
ALPINE BANK CC	JH DEC 3061 -	ADMIN - DUES	12/18/2021	52.99	.00		
ALPINE BANK CC	JH DEC 3061 -	ADMIN - OPERATING	12/18/2021	10.45	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - OPERATING - DF FARE	12/18/2021	160.57	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - OPERATING - DF FARE	12/18/2021	417.64	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - OPERATING - DF FARE	12/18/2021	25.87	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - OPERATING - DF FARE	12/18/2021	8.07-	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - DUES	12/18/2021	139.95	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - OPERATING	12/18/2021	4.29	.00		
ALPINE BANK CC	KF DEC 3160 -	ADMIN - POSTAGE	12/18/2021	62.20	.00		
ALPINE BANK CC	TWARD DEC 0	ADMIN - DUES	12/18/2021	139.00	.00		
SPECTRUM ENTERPRISE	108289601120	IT CHARGES - FACILITIES	12/01/2021	119.99	119.99	12/15/2021	
SPECTRUM ENTERPRISE	126548301121	IT CHARGES	12/14/2021	571.27	571.27	12/30/2021	
ZEN COMMUNICATIONS LLC	IN8847	ADMIN - TELEPHONE	01/02/2022	140.16	.00		
LOKI LLC	2144-1002	ADMIN SUPPLIES - LOKI COATS	12/17/2021	1,029.00	1,029.00	12/30/2021	
AMAZON CAPITAL SERVICES	1TGN-KVTR-K	ADMIN - OFFICE SUPPLIES	01/01/2022	28.00	.00		
AMAZON CAPITAL SERVICES	1TGN-KVTR-K	ADMIN - OFFICE SUPPLIES	01/01/2022	303.96	.00		
AMAZON CAPITAL SERVICES	1TGN-KVTR-K	ADMIN - OFFICE SUPPLIES	01/01/2022	43.98	.00		
AMAZON CAPITAL SERVICES	1YM1-W7VD-L	ADMIN - OPERATING	01/01/2022	125.99	.00		
Total ADMINISTRATION:				86,699.54	6,413.61		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	245.68	245.68	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	245.68	245.68	10/31/2021	
J-U-B ENGINEERS	0148754	COMM DEV - HAPPY CAMPER	12/16/2021	1,864.83	.00		
J-U-B ENGINEERS	0148754	COMM DEV - VINEYARDS MOBI	12/16/2021	384.00	.00		
WIDEGREN, TODD	FBP12132021	FLEX PLAN REIMBURSEMENT	12/13/2021	179.55	179.55	12/15/2021	
ALPINE BANK CC	TODDW DEC 4	COMM DEV - DUES	12/18/2021	14.99	.00		
Total COMMUNITY DEVELOPMENT:				2,934.73	670.91		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOURISM FUND</b>							
ALPINE BANK CC	KF DEC 3160 -	TOURISM - ON LINE MARKETIN	12/18/2021	170.00	.00		
Total TOURISM FUND:				170.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
CIRSA	220408	VAMP - BLUEGRASS	01/04/2022	620.00	.00		
MOUNTAIN GROOVE PRODUCT	201	2022 BGF 1 of 4 Contractor	01/04/2022	5,000.00	.00		
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	279.19	279.19	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	279.19	279.19	10/31/2021	
ALPINE BANK CC	KF DEC 3160 -	BLUEGRASS MARKETING	12/18/2021	66.99	.00		
WESTERN SLOPE IRON & SUP	164171	HISTORICAL SCALES - ART - PA	12/30/2021	1,842.48	.00		
DAS MANUFACTURING INC	3453	RECREATION - CURB MARKER	11/18/2021	530.99	530.99	12/22/2021	
Total RECREATION:				8,618.84	1,089.37		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COURT</b>							
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	44.67	44.67	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	44.67	44.67	10/31/2021	
Total COURT:				89.34	89.34		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
CITY OF GRAND JUNCTION	2022-0007701	911 CHARGES-PD	01/03/2022	9,395.25	.00		
DRANGINIS, DAN	FBP121521	FLEXIBLE BENEFIT PLAN REIM	12/15/2021	75.00	75.00	12/22/2021	
GALLS, LLC	019779909	PD- UNIFORMS	11/16/2021	444.92	444.92	12/30/2021	
GALLS, LLC	019923689	PD- UNIFORMS	12/06/2021	319.45	319.45	12/30/2021	
GALLS, LLC	019994515	PD- UNIFORMS	12/14/2021	63.13	63.13	12/30/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	2,010.15	2,010.15	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	2,010.15	2,010.15	10/31/2021	
CENTURY LINK	12.01.2021	1343 - TOWN HALL INTERNET-R	12/22/2021	163.58	163.58	12/15/2021	
CENTURY LINK	12.01.2021	1343 - PD INTOXICATOR PORTI	12/22/2021	35.00	35.00	12/15/2021	
TROPHY CASE, THE	79897	PD - NAME PLATE	12/02/2021	12.00	12.00	12/30/2021	
VERIZON WIRELESS	9895162987	POLICE DEPT. CELL PHONES	12/15/2021	537.94	537.94	12/30/2021	
VERIZON WIRELESS	9895162987	PD BLUETREE MODEM	12/15/2021	360.09	360.09	12/30/2021	
COOP COUNTRY	245333	PD CAR WASH	12/22/2021	2.40	2.40	12/30/2021	
COOP COUNTRY	245334	PD CAR WASH	12/22/2021	8.00	8.00	12/30/2021	
COOP COUNTRY	245400	PD CAR WASH	12/29/2021	2.41	2.41	12/30/2021	
STANFORD, JESSE	FBP12212021	FLEXIBLE BENEFIT PLAN	12/21/2021	225.00	225.00	12/22/2021	
CIGNA HEALTHCARE	PR1211211 - D	Health and Dental Insurance Cig	12/15/2021	1,348.35	.00		
HOLE IN THE WALL SHIRT SHO	24605	PD - SHIRT PATCHES	11/30/2021	41.98	41.98	12/30/2021	
COUGHRAN, CARRIE	FBP12062021	FLEXIBLE PLAN REIMBURSEM	12/06/2021	900.00	900.00	12/15/2021	
PROSAFE	30739	PD- UNIFORMS ALTERATIONS/	11/30/2021	139.00	139.00	12/30/2021	
PROSAFE	30762	PD- UNIFORMS ALTERATIONS/	12/14/2021	30.00	30.00	12/30/2021	
KINETIC LEASING, INC.	261482	INTERCEPTOR LEASE (3)	12/12/2021	3,869.04	3,869.04	12/30/2021	
ALPINE BANK CC	DF DEC 3129 -	PD - TRAINING	12/18/2021	270.00	.00		
ALPINE BANK CC	DF DEC 3129 -	PD - TRAINING	12/18/2021	270.00-	.00		
ALPINE BANK CC	KF DEC 3160 -	PD - OPERATING SUPPLIES - B	12/18/2021	112.67	.00		
ALPINE BANK CC	KF DEC 3160 -	PD - OPERATING SUPPLIES - B	12/18/2021	61.99	.00		
ALPINE BANK CC	TRAVEL 1 DEC	PD- DUES	12/18/2021	50.00	.00		
ALPINE BANK CC	TRAVEL 1 DEC	PD - POSTAGE	12/18/2021	36.85	.00		
ZEN COMMUNICATIONS LLC	IN8847	POLICE - TELEPHONE	01/02/2022	58.40	.00		
AMAZON CAPITAL SERVICES	1TL9-PLF7-L7	PD - OPERATING	01/01/2022	201.45	.00		
AMAZON CAPITAL SERVICES	1YM1-W7VD-L	PD - SMALL EQUIPMENT	01/01/2022	3,716.00	.00		
AMAZON CAPITAL SERVICES	1YM1-W7VD-L	PD - SMALL EQUIPMENT	01/01/2022	3,158.60-	.00		
RHINEHART OIL CO., LLC	IN-542195-21	PD - GAS/DIESEL	12/10/2021	181.84	181.84	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	PD - GAS/DIESEL	12/17/2021	129.27	129.27	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	PD - GAS/DIESEL	12/23/2021	159.43	159.43	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	PD - GAS/DIESEL	12/30/2021	104.00	.00		
Total POLICE:				23,646.14	11,719.78		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
JOHN DEERE FINANCIAL	B08399-16	CEMETERY - SUPPLIES	12/06/2021	26.07	26.07	12/22/2021	
GOODWIN SERVICE, INC.	97896	TOILET CLEANING - CEMETER	12/01/2021	60.00	60.00	12/22/2021	
GOODWIN SERVICE, INC.	98623	TOILET CLEANING - CEMETER	10/01/2021	60.00	60.00	12/22/2021	
GOODWIN SERVICE, INC.	T6	TOILET CLEANING - CEMETER	01/01/2022	90.00	.00		
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	201.01	201.01	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	201.01	201.01	10/31/2021	
HEUTON, STEVE	FBP12222021	FLEXIBLE BENEFIT REIMBURS	12/22/2021	553.73	553.73	12/30/2021	
WHITEWATER BLDG. MATLS.	282379	CEMETERY - DIVIDER BLOCKS	11/08/2021	1,027.50	1,027.50	12/22/2021	
WHITEWATER BLDG. MATLS.	282789	CEMETERY - GRAVEL	11/17/2021	297.47	297.47	12/22/2021	
XCEL ENERGY	760645188	CEMETERY LIGHTS	12/20/2021	237.01	.00		
RHINEHART OIL CO., LLC	IN-542195-21	CEMETERY - GAS/DIESEL	12/10/2021	47.52	47.52	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	CEMETERY - GAS/DIESEL	12/17/2021	37.43	37.43	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	CEMETERY - GAS/DIESEL	12/23/2021	37.79	37.79	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	CEMETERY - GAS/DIESEL	12/30/2021	26.82	.00		
Total CEMETERY:				2,903.36	2,549.53		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
BOUND TREE MEDICAL, LLC	84322663	MEDICAL SUPPLIES/EMS	12/13/2021	630.81	630.81	12/30/2021	
BOUND TREE MEDICAL, LLC	84341446	MEDICAL SUPPLIES/EMS	12/28/2021	156.00	.00		
CIRSA	220090	LIABILITY INSURANCE - FIRE	01/01/2022	7,149.14	.00		
CITY OF GRAND JUNCTION	2022-0007701	911 CHARGES- FD	01/03/2022	2,570.17	.00		
CO DIV OF FIRE PREVENTION	21-48732	FIRE FIGHTER TRAINING/CERTI	12/06/2021	180.00	180.00	12/15/2021	
CO DIV OF FIRE PREVENTION	22-49538	FIRE FIGHTER TRAINING/CERTI	01/03/2022	60.00	.00		
ED BOZARTH CHEVROLET	196212	FD - VEHICLE MAINTENANCE/R	12/27/2021	50.61	.00		
ED BOZARTH CHEVROLET	196232	FD - VEHICLE MAINTENANCE/R	12/29/2021	243.72	.00		
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	1,172.58	1,172.58	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	1,172.58	1,172.58	10/31/2021	
CENTURY LINK	12.01.2021	4735 - FIRE INTERNET	12/22/2021	165.05	165.05	12/15/2021	
CENTURY LINK	12.01.2021	9913 - FIRE ALARM	12/22/2021	196.30	196.30	12/15/2021	
CENTURY LINK	12.01.2021	0032 DATA - FIRE ALERT SYS.	12/22/2021	375.00	375.00	12/15/2021	
CENTURY LINK	12.01.2021	0032 PHONE - FIRE ALERT SYS.	12/22/2021	2,006.00	2,006.00	12/15/2021	
VERIZON WIRELESS	9895162987	FIRE DEPT / CHIEF	12/15/2021	96.42	96.42	12/30/2021	
XCEL ENERGY	760645188	FIRE/EMS LIGHTS	12/20/2021	1,245.26	.00		
SPECTRUM ENTERPRISES	000082012212	INTERNET FIRE DEPT.	12/21/2021	155.29	.00		
CURTIS	INV550476	FD - EQUIPMENT - DROP TANK	12/09/2021	1,889.81	1,889.81	12/30/2021	
E & E DOOR AND WINDOW	33622	FD DOOR REPAIRS	12/07/2021	722.00	722.00	12/22/2021	
ALPINE BANK CC	CB DEC 5827 -	FD - VEHICLE REPAIR & MAINT	12/18/2021	35.14	.00		
ALPINE BANK CC	DJ DEC 4424 -	FD - VEHICLE REPAIR & MAINT	12/18/2021	41.15	.00		
ALPINE BANK CC	JW DEC 5835 -	FD - OPERATING	12/18/2021	105.16	.00		
ALPINE BANK CC	JW DEC 5835 -	FD - OPERATING	12/18/2021	97.82	.00		
ZEN COMMUNICATIONS LLC	IN8847	FIRE - TELEPHONE	01/02/2022	186.88	.00		
MILE-HI FIRE APPARATUS INC	5611	FD - REAPIR & MAINT - VEHICL	10/12/2021	147.10	147.10	12/15/2021	
MILE-HI FIRE APPARATUS INC	5612	AIR FILTER	10/12/2021	160.53	160.53	12/15/2021	
MILE-HI FIRE APPARATUS INC	5613	FD - REAPIR & MAINT - VEHICL	10/12/2021	61.01	61.01	12/15/2021	
HARTMAN BROTHERS, INC	360758	FD - OXYGEN	12/10/2021	71.25	71.25	12/15/2021	
HARTMAN BROTHERS, INC	361276	FD - OXYGEN	12/27/2021	9.55	.00		
RHINEHART OIL CO., LLC	IN-542195-21	FD/EMS - GAS/DIESEL	12/10/2021	176.65	176.65	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	FD/EMS - GAS/DIESEL	12/17/2021	185.07	185.07	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	FD/EMS - GAS/DIESEL	12/23/2021	91.75	91.75	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	FD/EMS - GAS/DIESEL	12/30/2021	95.16	.00		
Total FIRE / EMS:				21,700.96	9,499.91		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOOKCLIFF AUTO PARTS INC	342859	STREETS / PARKS SHARED CO	11/29/2021	95.68	95.68	12/22/2021	
BOOKCLIFF AUTO PARTS INC	342863	STREETS / PARKS SHARED CO	11/29/2021	1.38	1.38	12/22/2021	
BOOKCLIFF AUTO PARTS INC	342880	STREETS / PARKS SHARED CO	11/29/2021	158.64-	158.64-	12/22/2021	
BOOKCLIFF AUTO PARTS INC	343938	STREETS / PARKS SHARED CO	12/01/2021	62.14	62.14	12/22/2021	
BOOKCLIFF AUTO PARTS INC	343942	STREETS / PARKS SHARED CO	12/01/2021	78.00	78.00	12/22/2021	
BOOKCLIFF AUTO PARTS INC	344304	STREETS / PARKS SHARED CO	12/02/2021	448.36	448.36	12/30/2021	
BOOKCLIFF AUTO PARTS INC	344593	STREETS / PARKS SHARED CO	12/02/2021	448.36-	448.36-	12/30/2021	
BOOKCLIFF AUTO PARTS INC	346372	STREETS / PARKS SHARED CO	12/07/2021	54.00	54.00	12/22/2021	
BOOKCLIFF AUTO PARTS INC	346417	STREETS / PARKS SHARED CO	12/07/2021	21.92	21.92	12/22/2021	
BOOKCLIFF AUTO PARTS INC	346699	STREETS / PARKS SHARED CO	12/07/2021	9.60	9.60	12/22/2021	
BOOKCLIFF AUTO PARTS INC	347675	STREETS / PARKS SHARED CO	12/09/2021	58.74	58.74	12/22/2021	
BOOKCLIFF AUTO PARTS INC	347694	STREETS / PARKS SHARED CO	12/09/2021	14.38	14.38	12/22/2021	
BOOKCLIFF AUTO PARTS INC	347993	STREETS / PARKS SHARED CO	12/10/2021	171.28	171.28	12/22/2021	
BOOKCLIFF AUTO PARTS INC	347994	STREETS / PARKS SHARED CO	12/10/2021	75.99	75.99	12/30/2021	
BOOKCLIFF AUTO PARTS INC	349517	STREETS / PARKS SHARED CO	12/14/2021	26.59	26.59	12/30/2021	
BOOKCLIFF AUTO PARTS INC	349794	STREETS / PARKS SHARED CO	12/14/2021	4.16	4.16	12/30/2021	
BOOKCLIFF AUTO PARTS INC	349906	STREETS / PARKS SHARED CO	12/14/2021	26.59-	26.59-	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350123	STREETS / PARKS SHARED CO	12/15/2021	54.84	54.84	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350125	STREETS / PARKS SHARED CO	12/15/2021	81.84	81.84	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350129	STREETS / PARKS SHARED CO	12/15/2021	36.07	36.07	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350140	STREETS / PARKS SHARED CO	12/15/2021	6.00-	6.00-	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350193	STREETS / PARKS SHARED CO	12/15/2021	13.30	13.30	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350373	STREETS / PARKS SHARED CO	12/15/2021	47.92	47.92	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350378	STREETS / PARKS SHARED CO	12/15/2021	20.64	20.64	12/30/2021	
BOOKCLIFF AUTO PARTS INC	350382	STREETS / PARKS SHARED CO	12/15/2021	7.76	7.76	12/30/2021	
BOOKCLIFF AUTO PARTS INC	351458	STREETS / PARKS SHARED CO	12/17/2021	23.99	.00		
BOOKCLIFF AUTO PARTS INC	353341	STREETS / PARKS SHARED CO	12/22/2021	61.74	61.74	12/30/2021	
BOOKCLIFF AUTO PARTS INC	354334	STREETS / PARKS SHARED CO	12/27/2021	182.68	182.68	12/30/2021	
BOOKCLIFF AUTO PARTS INC	354551	STREETS / PARKS SHARED CO	12/27/2021	108.74	108.74	12/30/2021	
BOOKCLIFF AUTO PARTS INC	354553	STREETS / PARKS SHARED CO	12/27/2021	11.64	11.64	12/30/2021	
BOOKCLIFF AUTO PARTS INC	354691	STREETS / PARKS SHARED CO	12/27/2021	11.57-	.00		
BOOKCLIFF AUTO PARTS INC	355511	STREETS / PARKS SHARED CO	12/29/2021	30.38	.00		
BOOKCLIFF AUTO PARTS INC	355529	STREETS / PARKS SHARED CO	12/29/2021	27.99	.00		
BOOKCLIFF AUTO PARTS INC	355564	STREETS / PARKS SHARED CO	12/29/2021	80.97	.00		
BOOKCLIFF AUTO PARTS INC	355622	STREETS / PARKS SHARED CO	12/29/2021	74.98	.00		
BOOKCLIFF AUTO PARTS INC	355752	STREETS / PARKS SHARED CO	12/29/2021	80.97-	.00		
HEUTON TIRE COMPANY INC.	160317	SHARED EXPENSES	12/03/2021	40.00	40.00	12/22/2021	
HEUTON TIRE COMPANY INC.	160537	SHARED EXPENSES	12/17/2021	194.75	194.75	12/30/2021	
HIGH COUNTRY GAS & SUPPLY	332440	WELDING SUPPLIES - SHARED	12/17/2021	276.69	276.69	12/30/2021	
HONNEN EQUIPMENT CO.	1330346	SHARED DEPT EXPENSES	12/08/2021	525.07	525.07	12/22/2021	
HONNEN EQUIPMENT CO.	1330348	SHARED DEPT EXPENSES	12/08/2021	32.09	32.09	12/22/2021	
HONNEN EQUIPMENT CO.	1330625	SHARED DEPT EXPENSES	12/08/2021	225.32	225.32	12/22/2021	
HONNEN EQUIPMENT CO.	1332138	SHARED DEPT EXPENSES	12/14/2021	332.68	332.68	12/30/2021	
HONNEN EQUIPMENT CO.	1332643	SHARED DEPT EXPENSES	12/15/2021	73.88	73.88	12/30/2021	
TRANSWEST TRUCKS	004S441938	VEHICLE & EQUIP REPAIR - SH	12/30/2021	4,132.67	.00		
WESTERN IMPLEMENT	IN77143	SHARED EXPENSES	12/02/2021	119.85	119.85	12/22/2021	
WESTERN SLOPE AUTO	171538	STREETS/PARKS SHARED COS	12/09/2021	623.11	623.11	12/22/2021	
WESTERN SLOPE AUTO	173431	STREETS/PARKS SHARED COS	12/29/2021	17.49	.00		
WESTERN SLOPE AUTO	173909	STREETS/PARKS SHARED COS	01/05/2022	62.45	.00		
COOP COUNTRY	245211	PW CAR WASH	12/15/2021	2.00	2.00	12/30/2021	
COOP COUNTRY	245335	PW CAR WASH	12/22/2021	10.00	10.00	12/30/2021	
COOP COUNTRY	245336	PW CAR WASH	12/22/2021	4.50	4.50	12/30/2021	
COOP COUNTRY	245401	PW CAR WASH	12/29/2021	10.00	10.00	12/30/2021	
COOP COUNTRY	245402	PW CAR WASH	12/29/2021	2.00	2.00	12/30/2021	
COOP COUNTRY	245403	PW CAR WASH	12/29/2021	10.00	10.00	12/30/2021	
COOP COUNTRY	245404	PW CAR WASH	12/29/2021	10.00	10.00	12/30/2021	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TYLER BATTERY	121460	SHARED COSTS	12/15/2021	52.44	52.44	12/30/2021	
TYLER BATTERY	122737	SHARED COSTS	12/27/2021	115.46	115.46	12/30/2021	
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	46.98	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	15.75	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	11.29	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	17.18	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	9.57	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	15.48	.00		
ALPINE BANK CC	DJ DEC 4424 -	SHARED EXPENSES	12/18/2021	105.95	.00		
AFFORDABLE MOBILE LOCKSM	2918	VEHICLE & EQUIP REPAIRS - S	12/03/2021	65.00	65.00	12/22/2021	
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	SHARED EXPENSES - STREET	01/01/2022	55.95	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	SHARED EXPENSES - STREET	01/01/2022	41.90	.00		
Total EMS:				8,513.07	3,834.64		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
CIRSA	220090	LIABILITY INSURANCE - STREE	01/01/2022	4,468.21	.00		
HOME DEPOT CREDIT SERVICE	6970786	STREETS - TOOLS	12/22/2021	762.45	762.45	12/30/2021	
MESA COUNTY LANDFILL	1393945	TOWN CLEAN UP	12/13/2021	265.00	265.00	12/22/2021	
MESA COUNTY LANDFILL	1395547	TOWN CLEAN UP	12/20/2021	165.24	165.24	12/30/2021	
MESA COUNTY LANDFILL	1395627	TOWN CLEAN UP	12/20/2021	162.72	162.72	12/30/2021	
MESA COUNTY LANDFILL	1395953	TOWN CLEAN UP	12/21/2021	199.80	199.80	12/30/2021	
MESA COUNTY LANDFILL	1396021	TOWN CLEAN UP	12/21/2021	212.76	212.76	12/30/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	446.70	446.70	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	446.70	446.70	10/31/2021	
PYE-BARKER FIRE & SAFETY L	PSI645869	FIRE EXTINGUISHERS - STREE	11/30/2021	190.00	190.00	12/15/2021	
XCEL ENERGY	758131313	STREET LIGHTS	12/01/2021	2,936.24	.00		
XCEL ENERGY	759802022	307 MAIN -CHARGING STATION	12/13/2021	29.75	.00		
XCEL ENERGY	760645188	STREET LIGHTS	12/20/2021	255.42	.00		
EQUIPMENT CO OF THE ROCKI	1906	STREETS - STREET SWEEPER	12/03/2021	2,262.21	2,262.21	12/22/2021	
ALPINE BANK CC	DM DEC 4309	STREETS - SUPPLIES	12/18/2021	27.17	.00		
ALPINE BANK CC	DM DEC 4309	STREETS - SUPPLIES	12/18/2021	18.97	.00		
ALPINE BANK CC	DM DEC 4309	STREETS - SUPPLIES	12/18/2021	11.98	.00		
ALPINE BANK CC	DM DEC 4309	STREETS - SUPPLIES	12/18/2021	17.97	.00		
ALPINE BANK CC	JH DEC 3061 -	CAPITAL PROJECTS - MAIN ST	12/18/2021	4,741.00	.00		
ALPINE BANK CC	ML DEC 3103 -	STREETS - OPERATING	12/18/2021	104.95	.00		
ALPINE BANK CC	ML DEC 3103 -	STREETS - SUPPLIES	12/18/2021	6.38	.00		
OLD DOMINION BRUSH COMPA	7823871	STREETS - REPAIR & MAINT - E	11/23/2021	1,173.26	1,173.26	12/15/2021	
AMAZON CAPITAL SERVICES	1NDH-NGNL-J	STREETS - OPERATING SUPPLI	01/01/2022	23.98	.00		
AMAZON CAPITAL SERVICES	1NDH-NGNL-J	STREETS - OPERATING SUPPLI	01/01/2022	35.97	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - PLAZA IMPROVEMENT	01/01/2022	254.70	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - PLAZA IMPROVEMENT	01/01/2022	744.56	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - PLAZA IMPROVEMENT	01/01/2022	254.70	.00		
RHINEHART OIL CO., LLC	IN-542195-21	STREETS - GAS/DIESEL	12/10/2021	118.79	118.79	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	STREETS - GAS/DIESEL	12/17/2021	93.56	93.56	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	STREETS - GAS/DIESEL	12/23/2021	94.48	94.48	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	STREETS - GAS/DIESEL	12/30/2021	67.04	.00		
Total STREETS:				20,592.66	6,593.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
CASTINGS, INC.	67707	METER PARTS	12/03/2021	585.72	585.72	12/15/2021	
CIRSA	212027	LIABILITY INSURANCE - WATER	12/13/2021	358.80	358.80	12/15/2021	
CIRSA	220090	LIABILITY INSURANCE - WATER	01/01/2022	23,234.70	.00		
CUMMINS - ROCKY MOUNTAIN,	48-34575	WATER PLANT MAINTENANCE	12/29/2021	1,022.00	.00		
DANA KEPNER COMPANY	1552716-00	METER YOKES	11/30/2021	695.95	695.95	12/15/2021	
DANA KEPNER COMPANY	1553703-00	METER SUPPLIES	12/21/2021	819.85	819.85	12/30/2021	
FERGUSON US HOLDINGS, INC	1287198	METER PIT - PLASTIC METER P	12/02/2021	465.00	465.00	12/15/2021	
GRAND JUNCTION WINWATER	061464-01	WATER DISTRIBUTION - WATER	11/15/2021	1,010.07	1,010.07	12/15/2021	
HOME DEPOT CREDIT SERVICE	6970786	WATER - TOOLS	12/22/2021	762.45	762.45	12/30/2021	
ICMA TRST 401 - 107074	2021 FORFEIT	ICMA 401K Pay Period: 12/11/20	12/22/2021	1,412.48-	1,412.48-	12/22/2021	
IMPACT PROMOTIONAL PRODU	71417	WATER - UNIFORMS	12/15/2021	131.50	131.50	12/30/2021	
LITTLETON, MICHAEL	FBP12102021	FLEXIBLE PLAN BENEFIT	12/10/2021	438.60	438.60	12/22/2021	
MILLER, FRED	2021.12.22 - C	CELL PHONE REIMBURSEMEN	12/22/2021	600.00	.00		
MILLER, FRED	FBP12082021	FLEXIBLE BENEFIT PLAN	12/08/2021	1,380.00	1,380.00	12/15/2021	
MUNRO SUPPLY INC.	436701	WATER - SMALL TOOLS/EQUIP	12/15/2021	512.00	512.00	12/22/2021	
PEACHTREE HARDWARE AND	467559	WATER - OPERATING	12/03/2021	123.92	123.92	12/15/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	670.05	670.05	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	670.05	670.05	10/31/2021	
PIPL, INC.	12/16/2021 - 8	IRRIGATION LINE REPAIR - IOW	12/16/2021	6,000.00	.00		
CENTURY LINK	12.01.2021	7148 - CARETAKER RESERVOI	12/22/2021	63.56	63.56	12/15/2021	
U S POSTOFFICE	DEC 2021 UTI	WATER	01/03/2022	183.08	183.08	01/03/2022	
UTILITY NOTIFICATION	221111078	RTL TRANSMISSIONS	11/30/2021	125.40	125.40	12/15/2021	
UTILITY NOTIFICATION	221121040	UTILITY LOCATES - WATER	12/31/2021	112.20	.00		
VERIZON WIRELESS	9895162986	PUBLIC WORKS CELL PHONES	12/15/2021	144.86	144.86	12/30/2021	
VERIZON WIRELESS	9895162987	PUBLIC WORKS CELL PHONES	12/15/2021	154.36	154.36	12/30/2021	
WESTERN SLOPE AUTO	170613	WATER - VEHICLE REPAIR/MAI	12/01/2021	18.53	18.53	12/22/2021	
XCEL ENERGY	759782474	175 1/2 E. 3RS - BULK WATER S	12/13/2021	99.95	.00		
XCEL ENERGY	760645188	WATER LIGHTS	12/20/2021	490.73	.00		
DPE, LLC	6976	SITE LEASE-PAL PT.	11/30/2021	75.00	75.00	12/15/2021	
DPE, LLC	7034	SITE LEASE-PAL PT.	12/31/2021	75.00	.00		
M.A CONCRETE CONSTRUCTIO	1146	EMERGENCY WATER LINE REP	06/15/2021	11,158.80	.00		
J-U-B ENGINEERS	0148754	CABIN RESERVOIR	12/16/2021	937.30	.00		
CORE & MAIN	Q087605	WATERLINE REPAIR	12/13/2021	869.00	869.00	12/22/2021	
COLORADO CSG II LLC	10047715	SUBSCRIBER - WATER	01/03/2022	465.84	.00		
ALPINE BANK CC	BF DEC 4622 -	WATER - SUPPLIES	12/18/2021	.49	.00		
ALPINE BANK CC	BF DEC 4622 -	WATER - SUPPLIES	12/18/2021	30.97	.00		
ALPINE BANK CC	DJ DEC 4424 -	STREETS - REPAIR & MAINT EQ	12/18/2021	5.17	.00		
ALPINE BANK CC	DM DEC 4309	WATER TREATMENT - TRAININ	12/18/2021	84.74	.00		
ALPINE BANK CC	DM DEC 4309	WATER DISTRIBUTION - TRAINI	12/18/2021	195.23	.00		
ALPINE BANK CC	DM DEC 4309	WATER - DISTRIBUTION - METE	12/18/2021	27.56	.00		
ALPINE BANK CC	ML DEC 3103 -	WATER - SUBSCRIPTIONS	12/18/2021	14.99	.00		
ALPINE BANK CC	ML DEC 3103 -	WATER - OPERATING	12/18/2021	89.94	.00		
ALPINE BANK CC	ML DEC 3103 -	WATER - OPERATING	12/18/2021	71.98	.00		
ALPINE BANK CC	TB DEC 3111 -	WATER - INSURANCE - CLAIM #	12/18/2021	8,036.90	.00		
OPTIMUS COMMUNICATIONS, L	21772	INTERNET SERVICE	12/19/2021	87.00	87.00	12/30/2021	
ZEN COMMUNICATIONS LLC	IN8847	WATER - TELEPHONE	01/02/2022	210.24	.00		
AMERICAN WATER WORKS AS	7001966993	WATER - AWWA MEMBERSHIP	11/23/2021	344.00	344.00	12/15/2021	
AMAZON CAPITAL SERVICES	1NDH-NGNL-J	WATER - VEHICLE MAINTENAN	01/01/2022	53.98	.00		
AMAZON CAPITAL SERVICES	1NDH-NGNL-J	WATER - VEHICLE MAINTENAN	01/01/2022	41.90	.00		
RHINEHART OIL CO., LLC	IN-542195-21	WATER - GAS/DIESEL	12/10/2021	166.31	166.31	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	WATER - GAS/DIESEL	12/17/2021	130.99	130.99	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	WATER - GAS/DIESEL	12/23/2021	132.27	132.27	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	WATER - GAS/DIESEL	12/30/2021	93.86	.00		
HYDRO FLOW PRODUCTS, LLC	48723	WATER DIST - FIRE HYDRANT T	12/27/2021	2,894.00	2,894.00	12/30/2021	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total WATER:				65,754.31	12,599.84		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
ALL-PHASE	2688-1015159	SEWER PLANT MAINTENANCE	12/22/2021	24.66	24.66	12/30/2021	
ALL-PHASE	2688-1015298	SEWER PLANT MAINTENANCE	12/28/2021	312.26	312.26	12/30/2021	
BOOKCLIFF AUTO PARTS INC	357095	SEWER - REPAIR & MAINT VEHI	01/03/2022	234.64	.00		
CIRSA	220090	LIABILITY INSURANCE - SEWER	01/01/2022	5,361.86	.00		
CITY OF GRAND JUNCTION	2021-0007426	LAB TESTS	11/30/2021	270.00	270.00	12/22/2021	
IMPACT PROMOTIONAL PRODU	71417	SEWER PLANT - UNIFORMS	12/15/2021	131.50	131.50	12/30/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	201.01	201.01	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	201.01	201.01	10/31/2021	
CENTURY LINK	12.01.2021	1319 - SEWER & CALL OUT	12/22/2021	157.45	157.45	12/15/2021	
U S POSTOFFICE	DEC 2021 UTI	TRASH	01/03/2022	45.77	45.77	01/03/2022	
USA BLUEBOOK	801770	SEWER TREATMENT CHEMICA	11/23/2021	758.59	758.59	12/15/2021	
XCEL ENERGY	758884206	661 BRENTWOOD DR	12/06/2021	11.96	.00		
XCEL ENERGY	760645188	SEWER LIGHTS	12/20/2021	1,370.52	.00		
J-U-B ENGINEERS	0148754	SEWER PRO SERVICES - UDSA	12/16/2021	1,507.00	.00		
J-U-B ENGINEERS	0148754	SEWER PRO SERVICES - DRAF	12/16/2021	23.58	.00		
COLORADO CSG II LLC	10047715	SUBSCRIBER - SEWER	01/03/2022	465.85	.00		
ALPINE BANK CC	DM DEC 4309	SEWER PLANT SUPPLIES	12/18/2021	33.28	.00		
ALPINE BANK CC	FH DEC 4614 -	SEWER PLANT SUPPLIES	12/18/2021	4.59	.00		
ZEN COMMUNICATIONS LLC	IN8847	SEWER TREATMENT - TELEPH	01/02/2022	46.72	.00		
RHINEHART OIL CO., LLC	IN-542195-21	SEWER - GAS/DIESEL	12/10/2021	47.52	47.52	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	SEWER - GAS/DIESEL	12/17/2021	37.43	37.43	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	SEWER - GAS/DIESEL	12/23/2021	37.80	37.80	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	SEWER - GAS/DIESEL	12/30/2021	26.84	.00		
Total SEWER PLANT:				11,311.84	2,225.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
CIRSA	220090	LIABILITY INSURANCE - SEWER	01/01/2022	5,361.86	.00		
ICMA TRST 401 - 107074	2021 FORFEIT	ICMA 401K Pay Period: 12/11/20	12/22/2021	1,412.47-	1,412.47-	12/22/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	223.35	223.35	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	223.35	223.35	10/31/2021	
U S POSTOFFICE	DEC 2021 UTI	SEWER	01/03/2022	45.77	45.77	01/03/2022	
ACS SEWER & IRRIGATION SE	21002	SEWER LINE INSPECTION	12/08/2021	600.00	600.00	12/15/2021	
PRO ROOTER	5146-15423	SEWER - MAIN CLEANING - 550	12/02/2021	350.00	350.00	12/15/2021	
PRO ROOTER	5146-15513	SEWER - SYSTEM MAINTENAN	12/16/2021	250.00	250.00	12/22/2021	
ALPINE BANK CC	FH DEC 4614 -	SEWER COLLECTION SUPPLIE	12/18/2021	43.97	.00		
ALPINE BANK CC	FH DEC 4614 -	SEWER COLLECTION SUPPLIE	12/18/2021	89.99	.00		
ZEN COMMUNICATIONS LLC	IN8847	SEWER COLLECTION - TELEPH	01/02/2022	11.69	.00		
WISELAND CONSTRUCTION &	30067	SEWER COLLECTION - MAIN S	12/20/2021	9,010.00	.00		
AGAVE CONSTRUCTION, LLC	AG-271	STREETS - REPAIR & MAINT ST	12/06/2021	1,030.60	1,030.60	12/15/2021	
Total SEWER COLLECTION:				15,828.11	1,310.60		

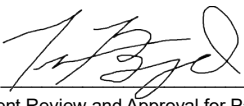
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	55.84	55.84	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	55.84	55.84	10/31/2021	
U S POSTOFFICE	DEC 2021 UTI	SOLID WASTE	01/03/2022	91.54	91.54	01/03/2022	
Total :				203.22	203.22		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	94050	PORTABLE TOILET RENTAL	12/15/2021	240.00	240.00	12/22/2021	
GOODWIN SERVICE, INC.	97896	TOILET CLEANING - RIVERBEN	12/01/2021	120.00	120.00	12/22/2021	
GOODWIN SERVICE, INC.	97896	TOILET CLEANING-BIKE TREK	12/01/2021	60.00	60.00	12/22/2021	
GOODWIN SERVICE, INC.	97896	VAULT CLEANING	12/01/2021	300.00	300.00	12/22/2021	
GOODWIN SERVICE, INC.	98623	TOILET CLEANING - RIVERBEN	10/01/2021	120.00	120.00	12/22/2021	
GOODWIN SERVICE, INC.	98623	TOILET CLEANING-BIKE TREK	10/01/2021	60.00	60.00	12/22/2021	
GOODWIN SERVICE, INC.	98623	VAULT CLEANING	10/01/2021	300.00	300.00	12/22/2021	
GOODWIN SERVICE, INC.	T6	TOILET CLEANING - RIVERBEN	01/01/2022	180.00	.00		
GOODWIN SERVICE, INC.	T6	TOILET CLEANING-BIKE TREK	01/01/2022	90.00	.00		
GOODWIN SERVICE, INC.	T6	VAULT CLEANING	01/01/2022	450.00	.00		
HOME DEPOT CREDIT SERVICE	6970786	PARKS SUPPLIES	12/22/2021	762.45	762.45	12/30/2021	
HOME DEPOT CREDIT SERVICE	8010636	PARKS SUPPLIES	12/30/2021	375.58	.00		
IMPACT PROMOTIONAL PRODU	71417	PARKS - UNIFORMS	12/15/2021	131.49	131.49	12/30/2021	
PEACHTREE HARDWARE AND	467474	PARK SUPPLIES	12/02/2021	69.94	.00		
PEACHTREE HARDWARE AND	468340	PARKS - MISC REPAIRS - FENC	12/14/2021	47.97	47.97	12/22/2021	
PEACHTREE HARDWARE AND	989621	PARKS - MISC REPAIRS - FENC	11/24/2021	592.14	592.14	12/22/2021	
PEACHTREE HARDWARE AND	989908	PARKS - MISC REPAIRS - FENC	12/03/2021	110.65	110.65	12/22/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	670.05	670.05	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	670.05	670.05	10/31/2021	
CENTURY LINK	12.01.2021	1207 - RIVERBEND PARK	12/22/2021	125.11	125.11	12/15/2021	
UNITED RENTALS	200707501-00	SEASONAL LIGHTS	12/07/2021	1,109.88	1,109.88	12/30/2021	
WESTERN IMPLEMENT	IN81778	PARKS - UNIFORMS	12/30/2021	261.98	.00		
XCEL ENERGY	760645188	PARKS LIGHTS	12/20/2021	148.48	.00		
JOHNS, DAVID	FBP12272021	FLEXIBLE BENEFIT REIMBURS	12/27/2021	386.70	386.70	12/30/2021	
HEARTY, MAUREEN	12/27/21	PARKS - SOUND FOUNTAIN PU	12/27/2021	4,000.00	4,000.00	12/30/2021	
ALPINE BANK CC	BC DEC 3152 -	PARKS - OPERATING - SEASON	12/18/2021	13.18	.00		
ALPINE BANK CC	BC DEC 3152 -	PARKS - OPERATING - SEASON	12/18/2021	24.99	.00		
ALPINE BANK CC	BC DEC 3152 -	PARKS - OPERATING - SEASON	12/18/2021	11.99	.00		
ALPINE BANK CC	BC DEC 3152 -	PARKS - OPERATING - SEASON	12/18/2021	65.96	.00		
ALPINE BANK CC	DJ DEC 4424 -	PARKS - VEHICLE MAINT - MO	12/18/2021	119.02	.00		
ALPINE BANK CC	DJ DEC 4424 -	PARKS - VEHICLE MAINT - GOL	12/18/2021	718.95	.00		
ALPINE BANK CC	DJ DEC 4424 -	PARKS - VEHICLE MAINT - GOL	12/18/2021	260.00-	.00		
ALPINE BANK CC	DJ DEC 4424 -	PARKS - OPERATING	12/18/2021	9.99	.00		
ZEN COMMUNICATIONS LLC	IN8847	PARKS - TELEPHONE	01/02/2022	39.71	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - VEHICLE MAINTENAN	01/01/2022	12.99	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	184.24	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	16.32	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	23.83	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	16.99	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	31.99	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - OPERATING SUPPLIES	01/01/2022	19.33	.00		
AMAZON CAPITAL SERVICES	1W1X-7R1P-K	PARKS - PROMOTIONS & DISC	01/01/2022	37.23-	.00		
RHINEHART OIL CO., LLC	IN-542195-21	PARKS - GAS/DIESEL	12/10/2021	95.03	95.03	12/15/2021	
RHINEHART OIL CO., LLC	IN-552511-21	PARKS - GAS/DIESEL	12/17/2021	74.85	74.85	12/30/2021	
RHINEHART OIL CO., LLC	IN-561698-21	PARKS - GAS/DIESEL	12/23/2021	75.58	75.58	12/30/2021	
RHINEHART OIL CO., LLC	IN-572021-21	PARKS - GAS/DIESEL	12/30/2021	53.63	.00		
PHILLIP HURT	2021.12.08 - B	PARKS - BOOTS - PHILLIP HUR	12/08/2021	100.00	100.00	12/30/2021	
SOLSBURY HILL, LLC DBA/	S4435964.001	PARKS - IRRIGATION SUPPLIES	12/30/2021	2,295.58	.00		
Total PARKS:				15,089.39	10,151.95		

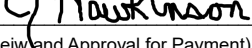
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
JOHNSTONE SUPPLY	9027271	POOL MAINTENANCE	12/21/2021	3.64	3.64	12/30/2021	
JOHNSTONE SUPPLY	9027395	POOL MAINTENANCE	12/22/2021	122.96	122.96	12/30/2021	
CENTURY LINK	12.01.2021	1067 - POOL INTERNET	12/22/2021	157.45	157.45	12/15/2021	
XCEL ENERGY	760645188	POOL LIGHTS	12/20/2021	410.32	.00		
ZEN COMMUNICATIONS LLC	IN8847	POOL - TELEPHONE	01/02/2022	23.36	.00		
Total POOL:				717.73	284.05		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
ALL-PHASE	2688-1014468	BUILDING MAINTENANCE	12/06/2021	215.50	215.50	12/22/2021	
CURRENT SOLUTIONS, LLC.	10240	CLOUD BASED DOOR PROGRA	12/01/2021	65.00	65.00	12/22/2021	
CURRENT SOLUTIONS, LLC.	10295	TOWN HALL CAMERA	12/27/2021	255.00	255.00	12/30/2021	
CURRENT SOLUTIONS, LLC.	10314	CLOUD BASED DOOR PROGRA	01/05/2022	65.00	.00		
GRAND MESA MECHANICAL	697	FD - STATION MAINTENANCE	12/21/2021	757.84	757.84	12/30/2021	
GRAND RIVER ELECTRIC	22360	ELLECTRIC - OLD HS - ASBEST	12/14/2021	327.13	327.13	12/30/2021	
HOME DEPOT CREDIT SERVICE	1026587	FACILITIES SUPPLIES	12/07/2021	317.92	317.92	12/22/2021	
GUSTAVO ORTIZ	TP-12 2021	JANITORIAL SERVICES	12/18/2021	1,340.00	1,340.00	12/30/2021	
PEACHTREE HARDWARE AND	007900	BUILDING MAINTENANCE - SUP	12/30/2021	774.51	.00		
PEACHTREE HARDWARE AND	467936	BUILDING MAINTENANCE - SUP	12/08/2021	191.67	191.67	12/22/2021	
PINNACOL ASSURANCE COMP	110	Workers Comp	09/11/2021	469.03	469.03	09/30/2021	
PINNACOL ASSURANCE COMP	111	Workers Comp	10/11/2021	469.03	469.03	10/31/2021	
SIMMONS LOCK & KEY, INC	276953	FACILITIES - LOCKSMITH KEY S	11/23/2021	72.90	.00		
SUPERIOR ALARM, INC.	150719	MONITORING - FIRE STATION	12/01/2021	108.00	108.00	12/22/2021	
SUPERIOR ALARM, INC.	150719	MONITORING - REC CENTER	12/01/2021	108.00	108.00	12/22/2021	
SUPERIOR ALARM, INC.	150719	MONITORING - VETERAN MEM	12/01/2021	84.00	84.00	12/22/2021	
TAYLOR FENCE COMPANY /	G54600	FACILITIES - FENCE - OLD HIG	11/23/2021	48.60	48.60	12/15/2021	
TAYLOR FENCE COMPANY /	G54601	FACILITIES - FENCE - OLD HIG	11/23/2021	248.40	248.40	12/15/2021	
TAYLOR FENCE COMPANY /	G54851	FACILITIES - FENCE RENTAL -	12/14/2021	48.60	48.60	12/30/2021	
TAYLOR FENCE COMPANY /	G54852	FACILITIES - FENCE RENTAL -	12/14/2021	248.40	248.40	12/30/2021	
TAYLOR FENCE COMPANY /	G54853	FACILITIES - FENCE RENTAL -	12/14/2021	38.40	38.40	12/30/2021	
XCEL ENERGY	760645188	FACILITIES LIGHTS	12/20/2021	592.48	.00		
TERMINIX	259139	PEST CONTROL	12/14/2021	65.00	65.00	12/30/2021	
SERPENT	107145	FACILITIES - IT CABLING	01/05/2022	938.35	.00		
SERPENT	107146	FACILITIES - IT CABLING	01/05/2022	124.59	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - FD	12/18/2021	11.58	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - SHO	12/18/2021	68.51	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - TOW	12/18/2021	7.98	.00		
ALPINE BANK CC	BC DEC 3152 -	FACILITIES - 5203 - SUPPLIES	12/18/2021	9.97	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - BOA	12/18/2021	85.74	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - BOA	12/18/2021	20.38	.00		
ALPINE BANK CC	FM DEC 3145 -	BLDG - REPAIR & MAINT - SHO	12/18/2021	4.99	.00		
ALPINE BANK CC	KF DEC 3160 -	BLDG - REPAIR & MAINT - ADMI	12/18/2021	247.00	.00		
ZEN COMMUNICATIONS LLC	IN8847	FACILITIES - TELEPHONE	01/02/2022	151.84	.00		
GLOBAL EQUIPMENT COMPAN	21-6061-CM	COVID - OUTDOOR AREA HEAT	12/21/2021	1.60	.00		
ALSCO INC	LGRA2569502	BUILDING - REP & MAINT - FLO	11/29/2021	49.31	.00		
ALSCO INC	LGRA2572101	BUILDING - REP & MAINT - FLO	12/03/2021	49.31	49.31	12/22/2021	
ALSCO INC	LGRA2574844	BUILDING - REP & MAINT - FLO	12/10/2021	49.31	49.31	12/22/2021	
ALSCO INC	LGRA2577535	BUILDING - REP & MAINT - FLO	12/17/2021	49.31	49.31	12/30/2021	
ALSCO INC	LGRA2580256	BUILDING - REP & MAINT - FLO	12/24/2021	49.31	49.31	12/30/2021	
Total FACILITIES:				8,829.49	5,602.76		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0148754	ADMIN PRO SERVICES -OLD P	12/16/2021	603.00	.00		
J-U-B ENGINEERS	0148754	CAPITAL PROJECTS - OLD HS A	12/16/2021	146.60	.00		
J-U-B ENGINEERS	0148754	CAPITAL PROJECTS - OLD HS A	12/16/2021	9,356.63	.00		
J-U-B ENGINEERS	0148759	MMOF GRANT - ENG SERV - CA	12/16/2021	2,000.00	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - ASBE	12/18/2021	14.99	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - ASBE	12/18/2021	16.36	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - ASBE	12/18/2021	26.56	.00		
ALPINE BANK CC	BC DEC 3152 -	BLDG - REPAIR & MAINT - ASBE	12/18/2021	18.34	.00		
ALL STAR ENVIRONMENTAL SE	21-051.3	SITE REMEDIATION - OLD PALI	12/15/2021	230,349.57	230,349.57	12/16/2021	
Total :				242,532.05	230,349.57		
Grand Totals:				641,707.04	307,254.89		

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

Date: January 7, 2022

Town Manager:   
(Administrative Review and Approval for Payment)

Date: January 7, 2022

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

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

Town Clerk: \_\_\_\_\_  
(Document Recorded)

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

#### Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 12/09/2021-01/06/2022



**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
December 14, 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, Town Attorney Jim Neu, Town Clerk Keli Frasier, Community Development (CD) Director Brian Rusche, Finance Director Travis Boyd, Parks, Recreation & Events (PRE) Director Troy Ward, Interim Police Chief Jesse Stanford, and Town Engineer Bret Guillory with J-U-B Engineers.

**AGENDA ADOPTION**

*Motion #1* by Trustee Sommerville, seconded by Trustee L'Hommedieu, to approve the agenda as presented.

A voice vote was requested  
Motion carried unanimously

**PRESENTATIONS**

*Introduction of new Palisade Police Officer Shawnie Higgins*

Presented by Interim Police Chief Jesse Stanford.

**PUBLIC COMMENT**

None was offered.

**TOWN MANAGER REPORT**

Town Manager Janet Hawkinson reviewed her Manager's Report and introduced each department director to review department accomplishments in 2021. She then introduced a timeline of current projects being worked on by staff. After a lengthy discussion, the *consensus of the Board was to have a special meeting on January 4, 2022, to review and approve contracts for upcoming projects. The Board gave direction for Town Attorney Neu to continue moving forward with the COP process for clinic funding and with the steps necessary for absorbing Palisade Pipes and Laterals (PIPL).*

**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 – November 14, 2021 – December 8, 2021
- **Minutes**
  - Minutes from the October 26, 2021, Regular Board Meeting
  - Minutes from the November 9, 2021, Regular Board Meeting
  - Minutes from the November 17, 2021, Special Board Meeting
- **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
- **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
- **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
- **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
- **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

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

A roll call vote was requested.

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

**No:**

**Absent:**

Motion Carried.

## **PUBLIC HEARING I**

### **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*

Mayor Mikolai opened the public hearing at 6:50 pm.

Finance Director Travis Boyd introduced the 2022 Town of Palisade Budget and reviewed what each fund was for and the appropriations requested.

Mayor Mikolai opened the hearing to Board comment. None was offered.

***Motion #3*** by Trustee Somerville, seconded by Trustee Turner to approve Resolution 2021-17 entitled “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.”

A roll call vote was requested.

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

**No:**

**Absent:**

Motion carried.

Mayor Mikolai closed the public hearing at 6:53 pm.

**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*

Mayor Mikolai opened the public hearing at 6:53 pm.

Finance Director Boyd stated that the budget presented to the Board is a balanced budget as required by Colorado Revised Statutes.

Mayor Mikolai opened the hearing to public comment. None was offered.

Mayor Mikolai opened the hearing to Board comment. Members of the Board complimented the Finance Director on a job well done and showed appreciation for the ease of understanding the 2022 budget offers.

***Motion #4*** by Mayor Pro-Tem Chase, seconded by Trustee Maxwell to approve Resolution 2021-18 entitled “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.”

A roll call vote was requested.

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

**No:**

**Absent:**

Motion carried.

Mayor Mikolai closed the public hearing at 6:57 pm.

**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*

Mayor Mikolai opened the public hearing at 6:57 pm.

Finance Director Boyd explained the details of the resolution and the role the Town and Mesa County play in property taxes.

Mayor Mikolai opened the hearing to Board comment. None was offered.

**Motion #5** by Trustee Somerville, seconded by Trustee Maxwell to approve Resolution 2021-19 entitled “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.”

A roll call vote was requested.

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

**No:**

**Absent:**

Motion carried.

Mayor Mikolai closed the public hearing at 6:59 pm.

**NEW BUSINESS****Request to Purchase “Sound Fountain”**

PRE Director Troy Ward announced that staff, in collaboration with Palisade Art Vision (PAV), are requesting to purchase a sculpture that has been displayed in the Plaza called *Sound Fountain* with leftover funds from the parks department budget.

**Motion #6** by Trustee Turner, seconded by Trustee L’Hommedieu to approve the purchase of *Sound Fountain* with leftover parks department funds.

A roll call vote was requested.

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

**No:**

**Absent:**

Motion carried.

**Asbestos Remediation Change Order**

Town Manager Hawkinson explained the different contractor roles and responsibilities within the scope of the old high school asbestos remediation project. She then introduced Lenny Herron with Herron Enterprises, the contracted Certified Asbestos Inspector, and Linda Froemke with All-Star Environmental, the contracted asbestos abatement contractor.

Mr. Herron and Ms. Froemke detailed their roles in the project and described the processes and challenges they have been undergoing to implement asbestos abatement in the old high school.

The Board had a lengthy discussion regarding the change orders to understand the requirements of the tunnels that were discovered upon the asbestos work that need to be abated.

**Motion #7** by Mayor Pro-Tem Chase, seconded by Trustee Somerville to approve a changer order to All-Star Environmental Services for change order #1 for the 1925 wing in the amount of \$118,366.77 and for change order #2 for the 1947 wing with the total cost not to exceed \$193,890.00.

A roll call vote was requested.

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

**No:** Trustee Maxwell

**Absent:**

Motion carried.

### ***Construction Management of CDOT Highway 6 MMOF Project***

Town Manager Hawkinson explained that as part of the Highway 6 MMOF project, CDOT requires a certified manager to complete the required paperwork and to be on-site for the project. J-U-B Engineers have the experience and CDOT certifications to perform the work.

Town Engineer Guillroy clarified that on page 118 of the contract, numbers 1 and 7 should both say YES.

**Motion #8** by Trustee Somerville, seconded by Trustee L'Hommedieu to approve a contract with J-U-B Engineers for the construction management of the CDOT Highway 6 MMOF project.

A roll call vote was requested.

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

**No:**

**Absent:**

Motion carried.

### **OPEN DISCUSSION**

*Mayor Pro-Tem Chase* stated that she would like to see a bike path to G Road from frontage road. Town Engineer Guillory stated this is CDOT roadway and the town cannot place a bike path at this location at this time. Town Manager Hawkinson clarified that the Town could make sure that a comprehensive plan for town bike paths be included in the updating of the town Comprehensive Plan.

*Trustee Carlson* described an incident that occurred on the road to Riverbend Park and expressed his concerns that the Town needs to address safety on that road sooner rather than later. **The consensus of the Board is to have staff work on traffic calming designs for Logan Avenue to Riverbend Park and present them to the Board at a regular meeting.**

### **COMMITTEE REPORTS**

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

### **ADJOURNMENT**

*Motion #7* by Trustee Somerville, seconded by Trustee Carlson to adjourn the meeting at 8:43 pm.

A voice vote was requested.

Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Keli Frasier  
Town Clerk



**MINUTES OF THE SPECIAL MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
January 4, 2022**

The special 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, Bill Carlson, Nicole Maxwell, and Mayor Pro-Tem Thea Chase. Absent were Trustees Susan L'Hommedieu and Ellen Turner. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Town Attorney Jim Neu, Town Clerk Keli Frasier, Community Development (CD) Director Brian Rusche, Finance Director Travis Boyd, and Town Engineer Bret Guillory with J-U-B Engineers.

**AGENDA ADOPTION**

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

A voice vote was requested  
Motion carried unanimously

**PUBLIC COMMENT**

None was offered.

**NEW BUSINESS**

**Highway 6 Construction Bid Award**

Town Manager Hawkinson explained the contract bid process, Finance Director Travis Boyd clarified the finances involved, and Town Engineer Bret Guillory recommended an approval contingency with regard to the Colorado Department of Transportation (CDOT).

*Motion #2* by Trustee Somerville, seconded by Trustee Maxwell to award the Highway 6 construction contract to United Companies, contingent upon CDOT's concurrence to issue notice to proceed.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Turner, Trustee L'Hommedieu

Motion carried.

**Demolition Contract for the Old Palisade High School Located at 341 W 7th Street**

Town Engineer Guillory announced that through the RFP process, the Town received one bid for the project. His team checked the bidder's references and found that they had no concerns with their ability to complete the project.

***Motion #3*** by Mayor Pro-Tem Chase, seconded by Trustee Carlson to direct the Town Manager to enter into a contract with DC Contracting for the demolition of the old high school in the amount of \$842,300.00.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Turner, Trustee L'Hommedieu

Motion carried.

### **Contract for Clinic Architect**

Town Manager Hawkinson described the Request for Qualification (RFQ) process the Town implemented to choose an architect to design the clinic. Town Attorney Jim Neu explained his concerns about timing, funding and the proposed contract.

***Motion #4*** by Trustee Maxwell, seconded by Trustee Somerville to direct the Town Manager to enter into a contract with MOA Architects for \$294,000 to design the clinic (not including hourly services), but to delay the notice to proceed until the funding is secured with the approval of the MOU with Mesa County for \$1.5 million and the lease agreement is negotiated and finalized with Community Hospital and upon Direction from the Board.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Turner, Trustee L'Hommedieu

Motion carried.

### **Cameo Lease Agreement**

Mayor Mikolai explained that Colorado Parks and Wildlife requested moving up the timeline to end the lease agreement and let CPW take possession of the property in order to help them make desired improvements in a more timely manner. The mayor clarified that this process requires a State of Colorado legislative decision due to the DOLA grant funding involved and asked the Board for approval to move forward in sending a letter to Representative Matt Soper supporting the request.

***The consensus of the Board is to send the letter of support to Representative Matt Soper.***

### **ADJOURNMENT**

***Motion #7*** by Trustee Somerville, seconded by Trustee Maxwell to adjourn the meeting at 6:48 pm.

A voice vote was requested.

Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Keli Frasier  
Town Clerk





## 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	MU	TC	CB	LI	HR	Q	Specific Use Standards
School (public or private)								P			P	<a href="#">Section 7.02B</a>
Technical, trade, business school						P	P	P	P		P	<a href="#">UPPER STORY ONLY IN TC</a>
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	<a href="#">Section 7.03B</a>
Amusement center, indoor							P	P	P	P		
Bed and breakfast		P	C	C	C	P	P	P		P		<a href="#">Section 7.03C</a>
Brewpub							P	P	P	P		<a href="#">Section 7.03D</a>
Club, private					C	P	P	P				
Distillery							C	P	P			<a href="#">Section 7.03E</a>

### 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 8<sup>th</sup> 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(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 8<sup>th</sup> 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

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Riley Parker  
Planning Commission Chairman

X

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Keli L. Frasier  
Town Clerk

DRAFT



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** January 11, 2022

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

**Department:** Planning

**Re:** PRO-2021-14 Text Amendment to Section 7.03(C) of the Land Development Code

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**SUBJECT:** PRO-2021-14 – TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) – Section 7.03 (C) – Bed and Breakfast

**SUMMARY:** An application was received from Tammy Tallant to amend the standards for a Bed and Breakfast found in Section 7.03(C) of the Land Development Code (LDC). The proposed amendment would allow sleeping rooms in separate structures other than the primary residence.

Staff is supporting the ability to have guestrooms in a structure separate from the main residence, so long as it is on the same parcel. This appears to be permitted in other communities as well as is consistent with Colorado Revised Statutes that define the characteristics of a bed and breakfast.

There will still be a review process required to ensure that any structure or structures meet the appropriate zoning, fire, and building codes to be utilized as a bed and breakfast; it is emphasized that changing the code does not automatically approve any location to be used as a bed and breakfast.

Staff is recommending as part of this amendment changes to Table 6.1 – Use Table to modify the zones in which a bed and breakfast is either a permitted use or a conditional use. See ordinance for table of uses. The goal is to ensure the appropriate level of review based on the potential location of future bed and breakfast uses.

It is important to note that this change does not affect the operation of any bed and breakfast which already exists under the current code prior to adoption of these amendments.

## 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 7.03 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.

### 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.

#### **BOARD DIRECTION:**

**The Planning Commission** conducted a Public Hearing on November 16, 2021 and having received testimony from the applicant and two others, **forwards a recommendation of approval of the proposed text amendment**, with one dissention.

# PRO 2021-14, TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE

## Section 7.03(C) – Bed and Breakfast

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### SUMMARY

An application was received from Tammy Tallant to amend the standards for a Bed and Breakfast found in Section 7.03(C) of the Land Development Code (LDC). The proposed amendments would allow sleeping rooms in separate structures other than the primary residence and would clarify the requirements surrounding food service.

After review and discussion with the applicant, the proposed amendments to food service requirements are no longer included in this request.

Staff is supporting the ability to have guestrooms in a structure separate from the main residence, so long as it is on the same parcel. This appears to be permitted in other communities as well as is consistent with Colorado Revised Statutes that define the characteristics of a bed and breakfast (see attached documents from Tammy Tallant).

There will still be a review process required to ensure that any structure or structures meet the appropriate zoning, fire, and building codes to be utilized as a bed and breakfast. This was a point of discussion at the Planning Commission, and it should be emphasized that changing the code does not automatically approve any location to be used as a bed and breakfast.

Staff is recommending as part of this amendment changes to Table 6.1 – Use Table to modify the zones in which a bed and breakfast is either a permitted use or a conditional use. The goal is to ensure the appropriate level of review based on the potential location of future bed and breakfast uses. It is important to note that this change does not affect any of these uses which already exist under the current code prior to adoption of these amendments.

### 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**.

Table 6.1: Use Table												
Specific Uses Categories	Use Group	AFT	LDR	MDR	HDR	MU	TC	CB	U	HR	CP	Specific Use Standards
School (public or private)								P			P	<a href="#">Section 7.02B</a>
Technical, trade, business school						P	P	P	P		P	<a href="#">UPPER STORY ONLY IN TC</a>
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	<a href="#">Section 7.03B</a>
Amusement center, indoor							P	P	P	P		
Bed and breakfast		P	C	C	C	P	P	P			P	<a href="#">Section 7.03C</a>
Brewpub							P	P	P	P		<a href="#">Section 7.03D</a>
Club, private					C	P	P	P				
Distillery							C	P	P			<a href="#">Section 7.03D</a>

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 7.03 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, specifically, any purpose and intent statements;

*The proposed text amendment is consistent with the remainder of the LDC. Both the definition and the standards for a bed and breakfast distinguish the use from a short-term vacation rental, in that the owner must reside on 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 the bed and breakfast to reside in the same building as all of the 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 Colorado Revised Statutes for the definition of a 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 needs additional overnight accommodations.*

## RECOMMENDATION

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



Dear Town of Palisade:

Applicant seeks this change to the bed and breakfast (B&B) text in the land development code (LDC) because as it currently reads, B&Bs are only permitted in the exact same building as where the owner lives (not accessory buildings).

Furthermore, one could interpret paragraph 3 to preclude guests from preparing any meals during their stay. I cannot think of a logical reason for this, given homeowner's have insurance to address any possible issues. Furthermore, this would mean that an establishment with kitchens, such as mine, would have to remove or close off any kitchen area.

In my opinion, this proposed amendment would accomplish several goals:

1. It creates a code that mirrors other bed and breakfast regulations throughout the state
2. It creates regulations that are more in line with a typical bed and breakfast
3. Unlike vacation rentals, it creates lodging that keeps local residents in their homes year-round
4. Unlike vacation rentals, the language ensures that the owner or operator of the B&B is onsite to monitor behaviors of the guests throughout their stay
5. It reduces unreasonable restrictions on homeowner's use of property
6. It increases lodging for tourists
7. It increases business for local establishments due to more guests staying in town

Thank you for your consideration.

Sincerely,  
Tammy Tallant

### Amendment sought to Section 7.03 (C). Bed and Breakfast

Current text reads:

#### **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 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 people shall require a Temporary Use Permit and shall be limited to a total of six (6) such functions per calendar year.

#### **Amendment Sought (in red print):**

#### **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 **at the residential property where** the bed and breakfast establishment is **located. The location must be a unit in which the owner or operator resides or a location on the same parcel where the owner or operator resides, to include any accessory structure of residential character that provides sleeping accommodations, running water, and bathroom access.**
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. **At least one meal is available to guests per day, provided by the owner or operator.**
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.

guest to reside in different buildings while the owner maintains oversight of the property. This direct oversight of the property is what differentiates it from a vacation rental.

**Examples of Other Definitions or Conditions for Bed and Breakfasts:**

**Colorado Revised Statute § 39-1-102 (2.5):** “‘Bed and breakfast’ means an overnight lodging establishment, whether owned by a natural person or any legal entity, that is a residential dwelling unit or an appurtenance thereto, in which the innkeeper resides, or that is a building designed but not necessarily occupied as a single family residence that is next to, or directly across the street from, the innkeeper’s residence, and in either circumstance, in which:

- (a) Lodging accommodations are provided for a fee;
- (b) At least one meal per day is provided at no charge other than the fee for the lodging accommodations; and
- (c) There are not more than thirteen sleeping rooms available for transient guests.”

**Colorado Revised Statute § 44-3-103 (4):** “‘Bed and breakfast’ means an overnight lodging establishment that provides at least one meal per day at no charge other than a charge for overnight lodging and does not sell alcohol beverages by the drink.”

**Bed and Breakfast Innkeepers of Colorado (BBIC) defines:** “Traditional bed and breakfast establishments are residential in nature or reflective of residential character. The inn must have a resident innkeeper who is personally involved in the guests’ care. The resident innkeeper must live in the inn or in quarters within sight of the inn.” <https://www.innsocolorado.org/faq>

**City of Grand Junction:** “Bed and breakfast means a house, or portion thereof, where short-term lodging rooms and meals are provided and where the operator of the house lives on the premises or in adjacent premises. A bed and breakfast is a type of short-term rental.”

<https://gjc.org/DocumentCenter/View/693/Ordinance-4813-PDF>

**Merriam-webster Dictionary:** “A house or small hotel in which someone can rent a room to sleep in for a price that includes breakfast the next morning. chiefly British : a service in which the price of a room also includes breakfast the next morning.”

**Alamosa County:** “‘Bed and breakfast Inn’ means an adaptive re-use of a single-family detached building as a place of overnight accommodation, in which: (i) eight or fewer guest rooms are rented for daily or weekly terms; (ii) breakfast is provided to guests; and (iii) the operator resides on the premises.”

<https://cityofalamosa.org/wp-content/uploads/2018/01/Alamosa-Development-Code-Adopted-12-6-17-01853621xA6534-1.pdf>

**La Plata County:** “Bed and breakfast: An overnight lodging establishment that is a dwelling unit, additional dwelling unit or an accessory structure thereto, in which an innkeeper resides on the site or that is a building designed but not necessarily occupied as a single-family residence and next to the innkeeper’s residence; provides at least one (1) meal per day at no charge; and

there are at least two 92) bedrooms, but. No more than thirteen (13) bedrooms, available for transient guests."

[www.airbnb.com](http://www.airbnb.com): listings are categorized into the following home types:

- **Entire place:** Guests have the whole place to themselves. This usually includes a bedroom, a bathroom, and a kitchen. Hosts should note in the description if they'll be on the property (ex: "Host occupies first floor of the home")
- **Private room:** Guests have their own private room for sleeping. Other areas could be shared.
- **Shared room:** Guests sleep in a bedroom or a common area that could be shared with others.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2022-01**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING THE LAND DEVELOPMENT CODE REGARDING BED  
AND BREAKFAST STANDARDS**

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

**WHEREAS**, the Palisade Board of Trustees desires to amend the Land Development Code regarding bed and breakfast standards; and

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

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-306, C.R.S., on November 16, 2021 a public hearing was held before the Planning Commission to consider a recommendation of an amendment of the Land Development Code to the Board of Trustees as set forth herein, following public notice as required by law; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-304, C.R.S., on January 11, 2022 a public hearing was held before the Board of Trustees to consider the amendment of the Land Development Code as set forth herein, following public notice as required by law; and

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

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

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

**Section 2.** Land Development Code Section 6.01 Use Table is hereby amended **with new additions underlined and deletions in ~~striketrough~~** as follows:

Section 6.01 – Use Table

Table 6.1: Use Table												
Specific Uses Categories	Use Group	AFT	LDR	MDR	HDR	MU	TC	CB	U	HR	Q	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	<u>C</u>	<u>C</u>	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 3.** Land Development Code Section 7.03.C is amended **with new additions underlined and deletions in strikethrough** as follows:

### 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 4.** Land Development Code Section 14.02 is amended **with new additions underlined and deletions in strikethrough** as follows:

**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.

\*\*\*

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on January 11, 2022.

TOWN OF PALISADE, COLORADO

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

Town of Palisade, Colorado  
Ordinance No. 2022-01  
Page 4 of 4

ATTEST:

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Keli Frasier, Town Clerk





## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** January 11, 2022

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

**Department:** Planning

**Re:** PRO-2021-15 Text Amendment to 7.05.D.12 of the Land Development Code

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**SUBJECT:** PRO-2021-16 – TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) – Section 7.05.D.12 – Family Child Care Home

**SUMMARY:** In 2021 the Colorado State Legislature passed HB21-1222 which was intended to help make it easier for people to operate “child care home” within a residence.

The State Statute defines child care homes as “a state-licensed child care facility serving up to 12 children and operated by a person who resides in the same dwelling where the child care is provided”.

If a use meets this definition, the new statute requires local governments treat these facilities as residences for the purposes of licensures and local regulations, including zoning, land use development, fire and life safety, and building codes.

The proposed Text Amendment is intended to align the Land Development Code (LDC) with State of Colorado law. Refer to the attached ordinance for the exact changes being made.

#### **BOARD DIRECTION:**

**The Planning Commission** conducted a Public Hearing on November 16, 2021, and having received no public comment, **forwards a unanimous recommendation of approval of the proposed text amendment.**

# PRO 2021-15, TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE

## Section 7.05.D.12 – Family Child Care Home

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### SUMMARY

In 2021 the Colorado State Legislature passed HB21-1222 which was intended to help make it easier for people to operate “child care home” within a residence. The State Statute defines child care homes as “a state-licensed child care facility serving up to 12 children and operated by a person who resides in the same dwelling where the child care is provided”.

If a use meets this definition, the new statute requires local governments treat these facilities as residences for the purposes of licensures and local regulations, including zoning, land use development, fire and life safety, and building codes.

The proposed Text Amendment is intended to align the Land Development Code (LDC) with State of Colorado law.

### 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 Humang 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 full-time 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)~~**4(4.5)** 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 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.*

## RECOMMENDATION

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

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING THE LAND DEVELOPMENT CODE REGARDING CHILD  
CARE HOMES**

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

**WHEREAS**, the Colorado State Legislature passed HB21-1222 which defines child care homes as “a state-licensed child care facility serving up to 12 children and operated by a person who resides in the same dwelling where the child care is provided;” and

**WHEREAS**, if a use meets this definition, the new statute requires that local governments treat these facilities as residences for the purposes of licensures and local regulations, including zoning, land use development, fire and life safety, and building codes; and

**WHEREAS**, the Palisade Board of Trustees desires to amend the Land Development Code regarding child care homes to comply with HB21-1222; and

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

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-306, C.R.S., on November 16, 2021 a public hearing was held before the Planning Commission to consider a recommendation of an amendment of the Land Development Code to the Board of Trustees as set forth herein, following public notice as required by law; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-304, C.R.S., on January 11, 2022 a public hearing was held before the Board of Trustees to consider the amendment of the Land Development Code as set forth herein, following public notice as required by law; and

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

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

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

**Section 2.** Land Development Code 7.02.A is hereby amended **with new additions underlined and deletions in strikethrough** as follows:

### **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 3.** Land Development Code Section 7.05.C.1.h is amended **with new additions underlined and deletions in strikethrough** as follows:

### **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 4.** Land Development Code Section 7.05.D.12 is amended **with new additions underlined and deletions in strikethrough** as follows:

### **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 Humang 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 5.** Land Development Code Section 14.02 is amended **with new additions underlined and deletions in strikethrough** as follows:

**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 full-time 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(1.5)** of the Colorado Revised Statutes.

\*\*\*

**~~Family C~~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.

\*\*\*

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on January 11, 2022.

TOWN OF PALISADE, COLORADO

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

Town of Palisade, Colorado  
Ordinance No. 2022-02  
Page 4 of 4

ATTEST:

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Keli Frasier, Town Clerk





## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** January 11, 2022

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

**Department:** Planning

**Re:** PRO-2021-16 Text Amendment to Section 3.10.A of the Land Development Code

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**SUBJECT:** PRO-2021-16 – TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) – Section 3.10.A – Board of Trustees Decision

**SUMMARY:**

The following amendment is proposed to Section 3.10.A of the Land Development Code (LDC), with words changes highlighted in **RED/BOLD TEXT with new additions underlined and removals in strikethrough**.

**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 votes 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.

This section applies to most land use actions that are considered quasi-judicial, including rezones and conditional use permits. The 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.

**BOARD DIRECTION:**

**The Planning Commission** conducted a Public Hearing on November 16, 2021, and having received no public comment, **forwards a unanimous recommendation of approval of the proposed text amendment.**

# PRO 2021-16, TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE

## Section 3.10.A – Board of Trustees Decision

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### SUMMARY

Section 3.10.A of the Land Development Code (LDC) states:

#### 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. Unless specifically provided elsewhere, all decisions shall require an affirmative vote. A tie votes 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.

This section applies to most land use actions that are considered quasi-judicial, including rezones and conditional use permits. The 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, set forth below, makes that unambiguously clear.

### 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 votes 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 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 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.*

## **RECOMMENDATION**

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

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING THE LAND DEVELOPMENT CODE CLARIFYING THE  
EFFECTIVE DATE OF FINAL LAND USE DECISIONS BY THE BOARD  
OF TRUSTEES**

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

**WHEREAS**, the Palisade Board of Trustees desires to amend the Land Development Code to clarify the effective date of final land use decisions by the Board of Trustees; and

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

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-306, C.R.S., on November 16, 2021 a public hearing was held before the Planning Commission to consider a recommendation of an amendment of the Land Development Code to the Board of Trustees as set forth herein, following public notice as required by law; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-304, C.R.S., on January 11, 2022 a public hearing was held before the Board of Trustees to consider the amendment of the Land Development Code as set forth herein, following public notice as required by law; and

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

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

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

**Section 2.** Land Development Code Section 3.10.A is hereby amended **with new additions underlined and deletions in ~~strikethrough~~** as follows:

### **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 votes 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.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on January 11, 2022.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** January 11, 2022

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

**Department:** Planning

**Re:** PRO-2021-17 Text Amendment to Section 10.04 of the Land Development Code

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**SUBJECT:** PRO-2021-17 – TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC) – Section 10.04 - Screening of service areas

**SUMMARY:** Commercial land uses often necessitate “service areas” such as loading docks, trash receptacles, and other items are stored outside of a building. These service areas are required to be screened through the provisions of Section 10.04 of the Land Development Code (LDC). One specific screening requirement is that of trash collection, or dumpsters. The current standard requires a fully enclosed, opaque screening structure at least eight (8) feet in height. An enclosure of this size is considered a structure and, technically, requires a building permit, as well as must meet the setbacks the same as the primary structure. This requirement, however, can defeat the purpose of providing a screened location for these necessary functions and, as such, many existing commercial uses (prior to the adoption of the current code) simply do not have any screening.

**The proposed amendment would reduce the height of the required trash enclosure to six (6) feet, which is consistent with the typical height of a fence. The enclosure would still need to be opaque, but an option of using fencing or other building type materials would be available. Based on input at the public hearing, the Planning Commission added architectural metals to the list of approved materials, with concurrence of staff.**

These proposed changes would incentivize businesses to construct trash enclosures by making it less onerous to comply with the screening standard.

### **BOARD DIRECTION:**

**The Planning Commission** conducted a Public Hearing on November 16, 2021 and having received one public comment suggesting adding metal as an approved material, **forwards a unanimous recommendation of approval with the addition of architectural metals as an approved material** of the proposed text amendment.



# PRO 2021-17, TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE

## Section 10.04 – Screening of service areas

### SUMMARY

Commercial land uses often necessitate “service areas” such as loading docks, trash receptacles, and other items are stored outside of a building. These service areas are required to be screened through the provisions of Section 10.04 of the Land Development Code (LDC).

One specific screening requirement is that of trash collection, or dumpsters. The current standard requires a fully enclosed, opaque screening structure at least eight (8) feet in height.

An enclosure of this size is considered a structure and, technically, requires a building permit, as well as must meet the setbacks the same as the primary structure. This requirement, however, can defeat the purpose of providing a screened location for these necessary functions and, as such, many existing commercial uses (prior to the adoption of the current code) simply do not have any screening.

Illustration 10-8: Trash Enclosure Screening



The proposed amendment would reduce the height of the required trash enclosure to six (6) feet, which is consistent with the typical height of a fence. The enclosure would still need to be opaque, but an option of using fencing or other building type materials would be available. These proposed changes would incentivize businesses to construct trash enclosures by making it less onerous to comply with the screening standard.

### 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, architectural metals, 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.*

## RECOMMENDATION

The Planning Commission reviewed the proposed text amendment to the LDC and makes a unanimous recommendation of approval, **with the addition of adding architectural metals as an approved material [supported by staff and included in the ordinance]**, based on the above approval criteria, to the Board of Trustees.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2022-04**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING THE LAND DEVELOPMENT CODE REGARDING TRASH  
ENCLOSURE STANDARDS**

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

**WHEREAS**, the Palisade Board of Trustees desires to amend the Land Development Code regarding trash enclosure standards; and

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

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-306, C.R.S., on November 16, 2021 a public hearing was held before the Planning Commission to consider a recommendation of an amendment of the Land Development Code to the Board of Trustees as set forth herein, following public notice as required by law; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-304, C.R.S., on January 11, 2022 a public hearing was held before the Board of Trustees to consider the amendment of the Land Development Code as set forth herein, following public notice as required by law; and

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

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

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

**Section 2.** Land Development Code Section 10.04.b.2 is hereby amended **with new additions underlined and deletions in ~~striketrough~~** as follows:

**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, architectural metals, 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.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on January 11, 2022.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Cover Item**

**Meeting Date:** January 11, 2022

**Department:** Administration

**Department Director:** J. Hawkinson & Bret Guillory, JUB, Town Engineer

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#### **SUBJECT:**

The Town of Palisade published a competitive Request for Qualifications for a Town Engineer 3 years ago. The Committee, made up of Board members and staff, selected JUB as the Town Engineer from this competitive RFQ process. The contract with JUB needs to be renewed.

It is staffs' recommendation to renew the contract with JUB Engineering for engineering services for the Town. The company has done a great job working for the town. They have been imperative in accomplishing the following for the Town:

- Assisting with Grants:
  - MMOF Grant
  - GIS Grant
  - Main Street Grant
- Highway 6 engineering design & construction management
- Asbestos abatement on old PHS
- Demolition of old PHS
- Sewer projects, including replacement on Bower Street
- Small street & sidewalk projects
- Engineer for Community Development projects – planning review
- Water line improvements
- Large role with Town consolidation of wastewater to Clifton Sanitation District
- Large role with USDA grant/loan process for funding for the consolidation of wastewater

Because of this companies' commitment to the Town for the success of these projects, staff recommends extending the JUB engineering contract.

#### **Board Action:**

Give direction to Town Administrator to enter into contract with JUB Engineering for services.



J-U-B FAMILY OF COMPANIES

January 6, 2022

To: Janet Hawkinson and Town of Palisade Trustees

RE: Consideration to Extend the On-Call Engineering Contract between the Town of Palisade and J-U-B Engineers.

J-U-B has provided the Town with Engineering support for the past three years. In that time, we have been involved in support of the Town with the following variety of services:

22 land development projects and numerous smaller projects related to land use, zoning, and site development.

23 Capital projects, most importantly development of alternatives to address the Town's wastewater treatment options, and assistance in studying alternatives and redevelopment of the old Palisade High School campus.

Project types J-U-B has been involved with include but are not limited to the following: roads, drainage, storm water management, water treatment, water/sewer line extensions, site preparation, comprehensive plan review, land use planning, surveying, environmental assessments, preparations of maps, civil engineering, subsurface investigations, and assistance in economic development projects.

J-U-B's services have included, but are not limited to, the following: consultations, field investigations, analyses, feasibility studies, preliminary engineering reports, grant application assistance, permitting, public presentations, assistance in development of capital improvement budgets, architectural/engineering drawings and design, construction documents, bidding/construction administration, planning and zoning consultation, surveying, mapping, and review of land use applications.

J-U-B secured a \$100k grant for the Town that included survey grade equipment and training to develop a GIS database. This is a powerful asset management tool that will aid in future Capital project planning, along with providing a repository for capital improvement documents.

J-U-B has developed a very good working relationship with Town Staff. We are here to assist with daily questions needing engineering input. We literally receive a phone call every day or two from Town staff needing engineering input. With our office a couple hundred feet away from Town Hall, we routinely go on site to look at things with Matt, Troy, Brian, or Janet.

We have several important projects to work on in the coming years. Namely the sewer transfer project to Clifton Sanitation District. We look forward to working with the Town and seeing this project through to completion.

Thank you for considering extension of our Engineering contract with the Town of Palisade.

Bret Guillory, Senior Project Manager  
J-U-B ENGINEERS, Inc.



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** January 11, 2022

**Presented By:** Troy Ward, Director of Parks, Recreation, & Events

**Department:** Recreation

**Re:** Slate Communications Marketing Contract

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#### **SUBJECT:**

Permission for the Town Manager to enter into contract with Slate Communication for marketing services of the Palisade Bluegrass Festival for fiscal year 2022.

#### **SUMMARY:**

The Palisade Tourism Advisory Board recommended that Slate Communication be awarded the contract for marketing Palisade tourism to the Palisade Board of Trustees in 2020. The marketing contract was awarded to Slate Communications by the Palisade Board of Trustees on November 10<sup>th</sup>, 2020. The Palisade Tourism Advisory Board has been very pleased with work that Slate Communication has done in marketing tourism for Palisade. Town staff would like to further the continuity of tourism marketing of Palisade by working with Slate to market the 2022 Palisade Bluegrass Festival.

Please see attached contract and exhibits.

#### **BOARD DIRECTION:**

Permission for the Town Manager to enter into contract with Slate Communication for marketing services of the Palisade Bluegrass Festival for fiscal year 2022

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into effective this 11th day of January, 2022 by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the "Town"), and Slate Communications, a Colorado LLC ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of MARKETING SERVICES as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

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

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

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

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

2. Compensation. The Town agrees to pay Contractor for the Services as set forth on **Exhibit A**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until terminated by either party as set forth herein.

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

5. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.



- a. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.
- b. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**
- 6. Insurance Requirements.
  - a. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor.
  - b. Terms of Insurance.
    - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town.
    - (ii) The policies described in subparagraph a. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.
  - d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.
  - e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and

agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.
  - c. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
7. Termination.
- a. Generally.
    - (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least ten (10) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
    - (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least ten (10) (same as Town) calendar days prior to the effective date of termination.
  - b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within five (5) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of

termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

8. Reserved.

- a. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific endproduct other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:
- b. Contractor does not knowingly employ or contract with an illegal alien.
- c. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- d. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- e. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- f. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the

subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- g. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- h. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.
- 9. Compliance with C.R.S. § 24-76.5-103.
  - a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
    - (i) complete the affidavit attached to this Agreement as Exhibit C.
    - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.
  - b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.
  - c. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
  - d. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.
  - e. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire Agreement between the parties. The provisions of this

Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

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

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

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

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

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

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

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

If to the Town:                      Town of Palisade  
   Town Administrator  
   P.O. Box 128  
   Palisade, Colorado 81526-0128

If to Contractor:                      Slate Communications  
   3555 Stanford Rd  
   Suite 207  
   Fort Collins, CO 80525

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Town Administrator

SLATE COMMUNICATIONS

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**MARKETING SCOPE OF  
WORK AND FEES**

**EXHIBIT B**

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

**EXHIBIT C**

**AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103**

## EXHIBIT A

PALISADE BLUEGRASS & ROOTS FESTIVAL MARKETING		COST
ADVERTISING		\$9,320
Digital Advertising Coordination & Creation		
Print Advertising Coordination & Creation		
I Heart Media Partnership (includes placement of print, digital and radio advertisements)		
SOCIAL MEDIA		\$7,290
Management (Facebook and Instagram): strategy, best practices, profile optimization, monitoring & reporting		
Content Creation: 2 posts weekly, photo and video curation		
Implementation: Post Scheduling, Moderation and Engagement		
WEBSITE MANAGEMENT		\$2,430
Website Management: Content Updates		
FESTIVAL BRANDING		\$810
Coordination and Poster Design		
TOTAL		\$19,850



## **EXHIBIT B**

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

("Contractor") certifies to the Town of Palisade ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

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

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- \_\_\_\_ I am a United States citizen, or  
\_\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_\_ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

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

\_\_\_\_\_  
**Date**

<b>INTERNAL USE ONLY</b>	Valid forms of identification
---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit ---current Colorado identification card ---U.S. military card or dependent identification card ---U.S. coast guard merchant mariner card ---Native American tribal document	
The following forms of identification may be accepted through February 28, 2007*	
---original birth certificate from any state of the United States ---certificate verifying naturalized status by U.S. with photo and raised seal ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport ---order of adoption by a U.S. court with seal of certification ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card	
*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.	



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** January 11, 2022

**Presented By:** Troy Ward, Director of Parks, Recreation, & Events

**Department:** Recreation

**Re:** Afton Tickets Inc. Agreement

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#### **SUBJECT:**

Permission for the Town Manager to enter into agreement with Afton Tickets Inc. for ticketing services of the Palisade Bluegrass Festival for fiscal year 2022.

#### **SUMMARY:**

Due to the COVID-19 Global Pandemic a complete shutdown of all events and festival in the nation took place. Many ticketing agencies had trouble recovering from this collapse of revenue and having to refund all monies owed to customers. Customer service and satisfaction seems to be one of the budgetary cuts that many of these agencies made to offset their losses. As a result, staff has reviewed and selected Afton Ticketing Inc. as the preferred agency to provide ticketing for the 2022 Palisade Bluegrass Festival. Afton has a quality track record with a focus on customer service and a positive customer experience. Afton is a well-respected ticketing agency within the Event Organizer profession.

Please see attached agreement.

#### **BOARD DIRECTION:**

Permission for the Town Manager to enter into agreement with Afton Tickets Inc. for ticketing services of the Palisade Bluegrass Festival for fiscal year 2022.

# Palisade Bluegrass & Roots Festival | Afton Tickets Agreement

1 of 1 document

## Afton Tickets Partnership Agreement

The Afton Service <sup>\*Required</sup> Agreement is entered into by and between Afton Tickets, Inc. ("Afton", "we", or "us") and Town of Palisade ("Client", "you", or "your") consists of the Specifications below and Afton's Terms and Conditions ("Agreement"). This Agreement is subject to review and revision by Afton at any point prior to commencement date of the specified term. The "effective date" of this agreement is defined latest date signed by the parties.

### The parties agree as follows:

These Specifications are subject to the Terms and Conditions, which are incorporated into and form part of this Agreement. Capitalized words in the Specifications have the same meanings as those in the Terms and Conditions unless defined otherwise in the Specifications. If these Specifications are inconsistent or conflict with the Terms and Conditions, the Terms and Conditions will supersede unless stated otherwise in the Specifications.

**Terms and Conditions:** <https://aftontickets.com/clienttos>

### The below Terms and Conditions listed as "1" and "2" will be applied:

1. As for the clause regarding Afton can change service fees, Service fee changes from terms & conditions are solely to protect Afton in a catastrophic event of price increase from our vendors. Afton has no intention of increasing service fees during this agreement. Vendor service fees will be passed on or passed through. Afton has not ever exercised this clause.

2. Indemnification: Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its licensee and licensors, and their owners, employees, contractors, agents, officers, and directors (each an "Indemnified Party") from and against any and all damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to outside attorney's fees) incurred by or asserted against any Indemnified Party resulting from or arising out of a third party claim due to the Indemnifying Party's breach of these Terms or the Agreement which claim is reduce to a final adverse judgment or settled with the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld.



<b>EVENT INFO</b>	
<b>EVENT(s) NAME:</b>	Enter value
<b>LOCATION:</b>	Enter value
<b>DATE:</b>	Enter value

## 1. TERM

Ent

Initial Term: Begins on the Effective Date and ends months from the date of the 1st ticket sold on Afton Tickets platform subject to Client's annual appropriation of funds pursuant to this agreement.

### 2022 Pandemic Provision

If any events are unable to be held in 2022 due to COVID-19 or a pandemic, there will be no financial penalty to the Client and the Agreement Term will be extended for those canceled events until they are rescheduled on the Afton platform.

Afton will deliver clean equipment and Client may sanitize any provided equipment by following Afton's instructions. Afton cannot and does not guarantee that the equipment is fully sterile and disclaims any associated liability. Client acknowledges and agrees that it waives, releases, and discharges Afton and its directors, officers, owners, employees, and agents from any claim or liability of any kind, now known or later discovered, arising out of use of the equipment. This Agreement applies to any claim even if caused by negligence.

## 2. PRICING: IN-PERSON EVENT TICKETS

### ONLINE FEES

FEE TYPE	FACE VALUE	FLAT FEE	% OF FACE VALUE
Admission & Add-on Items	\$0.01 to \$5.00	\$1.00	0%
Admission & Add-on Items	\$5.01 to \$99.99	\$1.29	3.00%
Admission & Add-on Items	\$100.00 or Greater	\$0.99	3.00%

### BOX OFFICE

Admission	\$0.01 to \$24.99	\$1.00	0%
Admission	\$25.00 to \$99.99	\$2.00	0%





Admission	\$100 or Greater	\$3.00	0%
Non-Admission (Add-on Items)	\$0.01 or Greater	\$0	4.90%
Parking/Camping	\$0.01 or Greater	\$1.00	3%

*\*Card processing is in addition to Afton's fee and client can choose to pass this onto the customer or absorb it.  
See "Card Processing" section below for details.*

#### **Pre-Printed Physical Tickets**

Afton can provide pre-printed physical hard tickets. No service fee on \$0.00 face value comp hard tickets. \$0.25 per ticket for printing/handling + shipping billed to Client. Pre-printed tickets sold for \$0.01 or greater face value will have a service fee that can be passed onto the purchaser equivalent to box office fees in the table above.

<b>EQUIPMENT*</b>	<b>Rental Price</b>	<b>QTY</b>	<b>Est. Days</b>	<b>Subtotal</b>
<b>Onsite Afton Rep for 2022 Festival</b> Includes wages, flights, transportation, lodging	\$1,250.00	1	4	\$5,000.00
<b>Laser Scanner</b> Touchscreen Handheld, Laser Gun Scanner	\$89.00	5	4	\$1,780.00
<b>Mobile Box Office</b> Touchscreen Handheld, Card Reader, Star Micronics Ticket Printer	\$119.00	3	4	\$1,428.00
<b>Data Plan for Built-in Wifi to Each Device</b> Each device has built-in wifi that goes wherever you go	\$10.00	8	4	\$320.00
<b>Estimated Ticket Stock Usage</b>	\$0.05	10000	1	\$500.00
Subtotal				<b>\$9,028.00</b>
*Discount				<b>-\$9,028.00</b>
<b>Total to Client</b>				<b>\$0.00</b>

#### **Equipment Shipping and Damages**

Client and Afton to split shipping costs related to sending or receiving equipment. Client is responsible for any lost or damaged equipment. Afton will bill Client for any lost or damaged



equipment and will take the replacement/repair amount out of the funds due to Client or will invoice client. Equipment shall be returned at Afton's request within 3 business days, when applicable. At Afton's discretion, a late charge on equipment may be charged to Client at \$10 per day, per item.

### **Card Processing**

Anytime the Client's payment gateway is used, the card processing fee (which is determined by Client and submitted to Afton) can be passed onto the customer during ticket checkout. In this case, the card processing portion paid by the customer will be retained by the Client. In any case where Afton's payment gateway is used, at Afton's discretion and with mutual consent, a 3.00% card processing fee will be retained by Afton, and the Client can choose to pass card processing onto the customer or absorb it.

### **Payouts/Settlement**

Client has option to use their own merchant gateway and Afton will invoice client for Afton Service Fees owed every month (30 days), or less frequently at Afton's discretion. We will invoice you for the Service fees due to us. Afton reserves the right to temporarily use Afton's payment gateway to recoup any late client invoices that are more than 15 days late. Any payments to you include any payments required to be made by you to any third-parties, such as publishers or co-writers, and you are responsible for paying such third-parties their share of your revenue. Client is responsible for all refunds and customer chargebacks. Afton fees are not refundable. Client is responsible for all collection or legal fees incurred by Afton and caused by Client's lateness or default of payment.

If by mutual agreement, Afton's merchant gateway is used, all merchant service fees are responsibility of Afton and card processing will be passed to the customer or absorbed by the client and retained by Afton. In this case, amounts are collected by Afton's payment gateway on behalf of Client, after offset of all amounts due Afton (the "Net Receipts"), will be remit to Client. It is the responsibility of the Client to ensure proper payment option and information is selected and submitted to Afton through Client dashboard payee details accessible through [hq.aftontickets.com](http://hq.aftontickets.com). Client must also sign and submit completed W9 to Afton before any payout can be issued. The Net Receipts with respect to an Event will be paid to Client within 7 business days following conclusion of the Event along with a settlement report provided all necessary documentation and information are retrieved from Client, Event, and staff.

### **Assumptions and Client Obligations**

The fees, schedule and deliverables in these Specifications are conditioned upon Client's fulfillment of this agreement. If Client fails to meet these obligations, the services and Equipment may not function or may function incorrectly.

This agreement does not cover rates and terms related to Afton LiveStream. If Interested in streaming, please contact your Afton representative for details.

### **CLIENT**

### **AFTON TICKETS INC.**



Name Enter value

Name Enter value

Title Enter value

Date 01 / 11 / 2022



Title Enter value

Date Select date

Signature

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