



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

February 11, 2025

6:00 pm – 6:45 pm WORK SESSION

- **Water Rate Discussion**
- **Irrigation Mapping**

7:00 pm Regular Meeting
A live stream of the meeting may be viewed at:
<https://us06web.zoom.us/j/3320075780>

- I. **WORK SESSION TO BEGIN AT 6:00 pm – 6:45 pm**
- II. **REGULAR MEETING CALLED TO ORDER AT 7:00 pm**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- 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. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7th Street):**
 - 1. **Planning Commission** – Tuesday, February 18, 2025, at 6:00 pm
 - 2. **Tourism Advisory Board** – Wednesday, February 19, 2025, at 9:00 am
 - 3. **Board of Trustees**– Tuesday, February 25, 2025, at 6:00 pm
 - C. **PALISADE PLANNING COMMISSION** has three (3) openings for members. Applications will be accepted through March 14, 2025, and interviews & appointments will be on March 25, 2025, at the regularly scheduled Board of Trustees meeting.

D. TOWN HALL WILL BE CLOSED on Monday, February 17, 2025, in observance of Presidents Day

VII. PRESENTATIONS

- A. Tourism Advisory Board Marketing Update** Presented by Slate Communications

VIII. TOWN MANAGER REPORT

- A.** Capital Projects Update
- B.** Asbestos Inspection on Veterans Memorial Building

IX. CONSENT AGENDA

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

A. Expenditures

- Approval of Bills from Various Town Funds – January 17, 2025 – February 5, 2025

B. Minutes

- Minutes from January 28, 2025, Regular Board of Trustees Meeting

I. NEW BUSINESS

A. Does the Town Rent Property to EIP Storage, LLC, at Cameo

The Board of Trustees will consider EIP Storage, LLC's request to enter into negotiations for a rental agreement for energy storage on Town-owned property at Cameo.

1. Staff Presentation
2. Applicant Presentation
3. Board Discussion
4. Decision – Motion, Second, and Rollcall Vote to:

Move forward with or discontinue negotiations with EIP Storage, LLC, for the purpose of energy storage at Cameo on Town Property.

B. Agreement for Bond Counsel

The Board of Trustees will consider directing the Mayor to sign an agreement with Kutak Rock, LLP for bond counsel for the Sewer Transfer Project.

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

Approve, deny, or postpone (until February 25, 2025), directing the Mayor to sign an agreement with Kutak Rock, LLP for bond counsel assistance for the Sewer Transfer Project **as presented / as amended**.

C. Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant Memorandum of Agreement

The Board of Trustees will consider directing the Mayor to sign a Memorandum of Agreement regarding the FY 2024 Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant.

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

Approve, deny, or postpone (until February 25, 2025) directing the Mayor to sign a Memorandum of Agreement between the City of Grand Junction, the City of Fruita, the Town of Palisade, and Mesa County for the FY 2024 Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant.

D. RESOLUTION 2025-03 Fee Schedule Update: Police Records Request

The Board of Trustees will consider Resolution 2025-03, amending the Town of Palisade fee schedule to increase the Police Department Records Request fees.

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

Approve, deny, or postpone (until February 25, 2025) Resolution 2025-03 amending the Town of Palisade fee schedule to increase the Police Department Records Request fees **as presented / as amended.**

E. RESOLUTION 2025-04 Adopting the State of Colorado Municipal Records Retention Schedule

The Board of Trustees will consider Resolution 2025-04, adopting the 2024 Colorado Municipal Records Retention schedule.

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

Approve, deny, or postpone (until February 25, 2025) Resolution 2025-04 adopting the 2024 Colorado Municipal Records Retention Schedule and all subsequent revisions and authorizing the Town Clerk to submit the request to be used as legal authority for the destruction of municipal records to the Colorado State Archives on behalf of the Town of Palisade **as presented / as amended.**

F. Purchase of Water Plant Filters

The Board of Trustees will consider directing the Town Manager to purchase replacement filters for the Water Treatment Facility as budgeted in the 2025 Town of Palisade Budget.

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

Approve, deny, or postpone (until February 25, 2025) directing the Town Manager to purchase replacement filters for the water treatment facility for an amount not to exceed \$300,000.00 from the Water Fund.

II. PUBLIC COMMENT

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

III. COMMITTEE REPORTS**IV. ADJOURNMENT**

Town Manager Report Capital Construction Project List

2.11.2025

Waste-Water Consolidation to Clifton \$24 million

- DOLA Grant – Engineering Waste-Water Consolidation \$1 million
- Phase of Project: Easement & Engineering

Pretreatment Program Implementation \$?

- 2 step process: 1)working with plumbing design on individual business in old town to determine best approach. 2) with designs obtain submit a request to bid for implementation

Roundabout Highway 6 – CDOT \$500,000

- The engineer design work is completed and CDOT finalizing - \$15M
- This is a CDOT project – the Town is participating with bike delineators, landscaping, and street lighting.

TAP Grant Sidewalks – 80% Grant – 20% Town \$1M

- Project completed in 2 weeks – 2/2025
- TAP grant sidewalks now from Cresthaven to High School

Multi-Modal Sidewalk Grant Award for Elberta – 1st Street to Wine Cty Rd. \$2 M

- Design/Engineering 75% Complete and in review with CDOT
- Construction scheduled Fall 2025

Troyer Sewer Lift Station

- DOLA grant 80% - Town 20% - total \$346,645.00
- Complete

Land Use Code Update

- DOLA grant \$20,000 - Town \$20,000 total \$40,000
- This project is updating various land use codes to meet Town needs
- Project began Summer 2024 and continue to completion schedule Spring 2025

Connecting Community Sidewalk Project \$150,000

- Completed – spring the asphalt patching will occur when plant opens

Veterans Memorial Center \$6,000

- Building inspections determining the condition of structure



PALISADE BOARD OF TRUSTEES Staff Report

Meeting Date: February 11, 2025
Department: Police Department
Department Director: Jesse Stanford, Chief of Police

Stats for January 2025:

For the month of January 2025 there were approximately 224 calls for service for the Palisade Police Department. The range of calls consisted of alarm calls, animal calls, vin inspections, assaults, missing people, suspicious person or incident, follow-ups, assist other jurisdictions, juvenile calls, noise calls, verbal disputes, and numerous traffic stops. All and all, a good month for proactive policing with the emphasis on safety for our community.

Grand Junction Communication Call Summary:

For this section the most notable data for PPD is the priority one (Urgent response) time from dispatch to arrival on scene is under 5 minutes. According to the monthly data provided by dispatch center PPD doing well in this area of service. This same time last year in 2024 we had 353 calls for service for the month compared to 224 calls for service for January 2025, down by approximately 36%. I am pleased with the calls for service being down versus up. Overall proactive policing helps reduce the CFS numbers in specific areas. More detailed information available upon request.

Enforcement:

The month of January there was 14 incidents which covered numerous criminal offenses. I would note that all suspects involved in cases are innocent until proven guilty. [Here is the summary breakdown.](#)

- Cases range from DUI offenses, Criminal Mischief, Theft, Intimidation of a witness or victim, underage tobacco possession, and warrant arrest.

Traffic:

- The month of January there was 27 traffic citations issued for bad driving behavior. This ranged from speeding offenses, following too closely and careless driving.

Palisade Code Compliance Statistics Report: January 2025

Open issues before January: 12

January issues: 6

- PMC Sec. 7-3(21)
 - PMC Sec. 7-115, 116
 - PMC Sec. 8-44, 46
- Nuisance: 2
Barking/vicious dog: 1
Junked vehicle: 3

Total January issues: 18

Closed issues in January: 5

Open issues at end of January: 13

Issues Year to Date: 6

Training:

- For January 2025 training has slowed down by design since we covered a lot of training in 2024 throughout the year including our mandatory state training. Currently the focus with training is on-boarding new police officers and field training program is currently active in that regards.

Investigations:

- Investigations continue to be a crucial part of our success when it comes to more complex criminal investigations. Detectives through complex and methodical fact finding is responsible for multiple arrests specifically in the shooting incident that occurred in October of 2024 and has closed many other criminal cases with apprehensions.

Significant Events:

- Hired new police officer Ozgur Ay who recently graduated from the local police academy. He is currently in our field training program for 14 weeks before earning solo status.
- 1st Annual Community Engagement meeting was a success, looking forward to the next meeting in April of 2025...date to be determined.
- Purchased our first drone which will be shipped soon. Program management will be under Greg Birely our school resource officer.
- The Career Pathway Program at PHS for law enforcement continues to strive to higher standards thanks to great partnerships between PHS staff, SRO Birely and all police staff at the department. Many of our police officers have been guest instructors since the program started.

Message from Chief Jesse James Stanford:

With January 2025 in the books the police department staff is working on multiple improvements with community engagement and public safety services. I am proud to report that the police department hosted our very first community engagement meeting in early January and the attendees were around 10 from our community. This meeting was very productive with good communication and ideas from the group discussing public safety, more productive lines of communication, and future services the police department is working on for the community. The police department is also working on improved retention strategies as well. Being a small-town police department amongst two larger agencies in Mesa County can be challenging when it comes to retention, but I am confident we will continue to attract top tier police officers to serve the great community of Palisade. Lastly, I have one new police officer and one more on-boarding in the middle of February, they will both be introduced at the end of the month. Please feel free to let me know if there are any questions, concerns, or comments. Community, Courage and Compassion leads our community in the right direction.



PALISADE BOARD OF TRUSTEES

Meeting Date: February 11, 2025

Re: Consent Agenda

The Consent Agenda has been attached as a separate document for ease of reading.

Included in the consent agenda are:

A. Expenditures

- Approval of Bills from Various Town Funds – January 17, 2025 - February 5, 2025

B. Minutes

- Minutes from January 28, 2025, Regular Board of Trustees Meeting



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11, 2025

Presented By: J Hawkinson – D Aziz - Administration

Re: Letter of Intent

SUBJECT:

To consider a Letter of Intent (LOI) from EIP Storage LLC for the potential lease and/or purchase of approximately 10.64 acres of town-owned property for energy storage facility development.

BACKGROUND

- Property Location: Portion of Parcel ID 270934210003, Mesa County, Colorado
- Proposed Area: Approximately 10.64 acres (final boundary to be determined by survey)
- Intended Use: Development of Energy Storage Facilities
- Proposing Entity: EIP Storage LLC (North Carolina limited liability company) or its affiliate

KEY POINTS

1. Final property boundaries will be determined by pre-construction survey
2. Use restrictions limit activities to energy storage facility development
3. Property is currently part of a larger town-owned parcel

FISCAL IMPACT

To be determined based on final agreement terms

DIRECTION:

Motion, second, and rollcall vote to:

I move to (authorize/deny) staff to proceed with negotiations based on the Letter of Intent submitted by EIP Storage LLC for the (lease/purchase) of approximately 10.64 acres of county property for energy storage facility development.



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11, 2025

Presented By: Janet Hawkinson, Town Manager

Department: Administration

Re: Agreement for Bond Counsel

SUBJECT:

Engagement as Borrower's Counsel/Bond Counsel to Palisade in connection with installation of a new sewer transfer line/lift station in order to transfer all waste to Clifton Sanitation District

SUMMARY:

The attached letter sets an understanding of the proposed engagement of Kutak Rock LLP to act as the Town's counsel/bond counsel in connection with the construction and permanent financing of the Sewer Combination with Clifton for consideration of long-term financing through the United States of America Department of Agriculture, Rural Development ("USDA").

BOARD DIRECTION:

Direct the Mayor to sign the engagement letter with Kutak Rock, LLP, to be the Town's bond counsel.

February 11, 2025

Board of Trustees
Town of Palisade
175 East 3rd Street
Palisade, Colorado 81526

Attention: Janet Hawkinson, Town Manager

Re: Engagement as Borrower's Counsel/Bond Counsel to Palisade in connection with installation of a new sewer transfer line/lift station in order to transfer all waste to Clifton Sanitation District

Ladies and Gentlemen:

This letter sets forth our understanding of the proposed engagement of Kutak Rock LLP, ("Kutak Rock") to act as borrower's counsel/bond counsel to the Town of Palisade (the "Town") in connection with the construction and permanent financing of a project (the "Project") generally referenced as the "Sewer Combination with Clifton" based upon the Letter of Conditions, dated February 2, 2023, (the "Letter of Conditions"), for consideration of long-term financing through the United States of America Department of Agriculture, Rural Development ("USDA").

The Letter of Conditions indicates that interim financing is to be arranged by the Town (the "Interim Financing"). The proceeds from the Interim Financing are to be fully drawn for payment of construction and related Project costs prior to the Interim Financing being repaid from a USDA loan (the USDA funding is referred to as the "Permanent Financing"). The Permanent Financing, which is to be evidenced by two revenue bonds, represents the long-term funding for the Project with scheduled repayment over a period of 40 years. The Town currently does not have outstanding any multiple fiscal year borrowing payable from the gross or net revenues generated from the operation of the Town's domestic wastewater system (as recorded in the Utility Fund), and such net revenues are to be pledged to USDA as security for repayment of the Permanent Financing.

The Interim Financing can be accomplished by the Town from the issuance of bond anticipation notes or by obtaining a loan from a private sector lender, either of which approach will be repaid on or about the time of substantial Project completion from proceeds of the Permanent Financing. For purposes of this engagement, it is anticipated that the Town will be obtaining a loan from a private sector lender (the "Interim Lender").

KUTAKROCK

Town of Palisade

June 15, 2024

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Prior to the closing in the Interim Financing, the Interim Lender will require assurances that the Permanent Financing documents are acceptable to meet USDA's conditions and requirements for the later closing of the Permanent Financing. Because of the fact that the Interim Financing and the Permanent Financing are closely related, and neither can be completed without the other, it is best to think of the Project financing as a single plan of finance. By this letter we are proposing to act as bond counsel to the Town through both parts of the financing plan.

In the capacity of bond counsel/borrower's counsel, we will, to the extent necessary, provide usual and customary representation of the Town in connection with the Interim Financing and the Permanent Financing, including:

1. Providing assistance and advice to the Town on legal matters reasonably related to the obtaining of the Interim Financing and the Permanent Financing by the Town.
2. Upon satisfaction of all conditions precedent, delivering customary legal opinions (the "Opinions") in connection with the Interim Financing and Permanent Financing to the extent reasonably required by the Interim Lender and USDA, covering the validity and binding effect upon the Town of the documents for the Interim Financing and the Permanent Financing, respectively, and customary related matters.
3. Consulting with the Town, its general counsel, USDA representatives and counsel, and the Interim Lender and their counsel, consultants and advisors, regarding the documentation and security for the Interim Financing and the Permanent Financing, and assisting the Town as necessary in other matters related to the transactions described in this letter.
4. Participating telephonically in meetings, including meetings of the Town's Board, as necessary, as well as regular conference calls among the members of the working group.

Kutak Rock's Opinions will be executed and delivered in written form on the dates that the executed documents for the Interim Financing and the Permanent Financing, respectively, are delivered and funds are advanced (the "Closings"), and will be based upon facts and law existing as of their date. As is customary, in rendering the Opinions, Kutak Rock will rely upon the certified proceedings, certifications of Town officials and other persons; opinions of other legal counsel involved in the transaction as to matters relevant to the Interim Financing and the Permanent Financing, and certifications of other parties to the transaction, as appropriate.

Based upon: (a) time spent for legal services activities related to the Project financing prior to date of this engagement letter; (b) our current understanding of the terms, structure, size and anticipated schedule for the Interim Financing and the Permanent Financing; (c) the duties we will undertake pursuant to this engagement letter; (d) the time we anticipate devoting to the financing; and (e) the responsibilities we will assume in connection therewith, our fee will be fixed at \$42,500

KUTAKROCK

Town of Palisade
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for legal services at the time of closing on the Interim Financing and \$25,000 at the time of closing for the Permanent Financing. Our fees for legal services will be fully contingent upon the respective closings and payable at the time of said closings. If the financing is not consummated, we understand and agree that we will not be paid for any legal services rendered to the Town pursuant to this engagement.

The Interim Lender and the USDA will be represented by their own counsel. We expect that any real estate or construction contract matters, as well as any matters related to the eventual treatment of wastewater by Clifton Sanitation District, will be handled by the Town's general counsel.

Kutak Rock has and will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys. We have represented, and currently do represent, in matters unrelated to the Town, other entities that may be involved in the Town's financing transactions. We have concluded that such representations do not constitute a conflict of interest under the standards of professional responsibility applicable to attorneys, but we are disclosing these representations to you so that you can communicate to us any concerns or additional information you may have concerning actual or potential conflicts.

This engagement letter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The Town may terminate this agreement with respect to our engagement by notifying Kutak Rock in writing. Conversely, Kutak Rock may withdraw as counsel to the Town and terminate this agreement in a manner that protects the interests of the Town in the work being performed by Kutak Rock by notifying the Town Manager in writing.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating and returning the enclosed copy of this letter. If the foregoing does not reflect your understanding or if you wish to discuss this further with us, please contact me.

Throughout our representation, we want you to be satisfied with our fees as well as the professional services we perform on your behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

This letter may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

KUTAKROCK

Town of Palisade
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Very truly yours,

KUTAK ROCK LLP

By: Thomas M. Peltz, Partner

CONFIRMED AND AGREED TO AS OF THE
DATE INDICATED BELOW:

Town of Palisade

By: _____
Authorized Official

Date: _____, 2025



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11, 2025

Presented By: Devan Aziz, Community Development Director

Department: Community Development & Planning

Re: Memorandum of Agreement

Background:

This Memorandum of Agreement (MOA) formalizes a fiscal partnership and commitment between the City of Grand Junction, City of Fruita, Town of Palisade, and Mesa County in an effort to fund supplemental planning and demonstration projects that complement the recently adopted [Mesa County Safety Action Plan](#). This plan was completed in partnership between the entities, other partners, and spearheaded by the Regional Transportation Planning Office (RTPO).

The Safe Streets and Roads for All Grant program (SS4A) is represented as a "once- in-a-generation funding opportunity" by the U.S. Department of Transportation (USDOT) to eliminate fatal and serious injuries for all roadway users. This grant opportunity pledges a minimum of \$1 billion annually for fiscal years FY22-26.

The RTPO, in partnership with Mesa County, the Cities of Grand Junction and Fruita, and the Town of Palisade, received \$196,000 in federal funding from the U.S. Department of Transportation's FY 2024 SS4A grant program. For FY 2022, the entities received \$260,000 in federal funding for the development of the Mesa County Safety Action Plan. This new grant award will begin the implementation of the Mesa County Safety Action Plan.

The grant will support three key initiatives:

1. 12 Speed Feedback Signs (Two Fixed Speed Feedback Signs for Palisade) : Drivers can expect to see a combination of fixed and mobile speed feedback signs strategically distributed across Mesa County to encourage drivers to slow down and adhere to posted speed limits.
2. Safety Messaging and Outreach Study: To help identify effective communication strategies and raise awareness about traffic safety issues, the RTPO will conduct a comprehensive study to understand best education methods and strategies tailored specifically for Mesa County travelers.
3. Development of a High-Risk Network: Since there are fewer crashes in the rural areas of Mesa County, this funding will build upon existing data to predict at-risk facilities based on infrastructure and other systemic factors.

Fiscal Impact:

Palisade will have committed 1.81% (\$4,425) of local match toward a total project cost of \$245,000.

DIRECTION:

Authorize the Mayor to sign a Memorandum of Agreement regarding the FY 2024 Safe Streets and Roads for All (SS4A) Supplemental Planning and Demonstration Grant.

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

**FY 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) SUPPLEMENTAL
PLANNING AND DEMONSTRATION GRANT**

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

WHEREAS, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in their collective and singular best interest and that the work to be performed with the SS4A grant funds will benefit the public; and

WHEREAS, the COUNTY and MUNICIPALITIES submitted a joint US Department of Transportation Fiscal Year (FY) 2024 Safe Streets and Roads for All (SS4A) Grant application on August 29, 2024; and

WHEREAS, the COUNTY and MUNICIPALITIES were selected for an award of \$196,000 in federal funding from the FY 2024 SS4A Grant program for Supplemental Planning and Demonstration; and

WHEREAS, the COUNTY has agreed to serve as the fiscal and reporting agent for the FY 2024 SS4A Supplemental Planning and Demonstration Grant.

NOW THEREFORE, the COUNTY and MUNICIPALITIES agree as follows:

I. Introduction

Both the COUNTY and MUNICIPALITIES (collectively "PARTIES", individually "PARTY") have an interest in eliminating the number of deaths and injuries on their roadways. The PARTIES recognize that cooperative planning and spending can maximize the community's resources that are available for improvements and strive to partner on the FY 2024 SS4A Supplemental Planning and Demonstration Grant ("Grant").

II. Purpose

The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete the Grant. This AGREEMENT also establishes the intention of the COUNTY and MUNICIPALITIES to provide matching funds for the Grant.

The Grant provides funding for:

- A) Fixed and/or mobile speed feedback signs:
 - i. Two for Mesa County
 - ii. Six for the City of Grand Junction
 - iii. Two for the City of Fruita
 - iv. Two for the Town of Palisade
- B) A Safety Messaging and Outreach Study
- C) Development of a High-Risk Network

The AGREEMENT is in effect until the completion of the Grant.

III. Procedure

- A) The PARTIES will include funds in their 2025 budget for the local match of the Grant as shown below:

Project Budget

	Financial Contribution	% of Total Project Cost
Federal Share	\$196,000	80%
Local Match	\$49,000	20%
Mesa County	\$15,775	6.44%
City of Grand Junction	\$23,775	9.70%
City of Fruita	\$5,025	2.05%
Town of Palisade	\$4,425	1.81%
Total Project Cost	\$245,000	100%

- B) The PARTIES agree that the spirit of this Agreement is for all PARTIES to continue funding the Project until it is completed; however, all expenditures of funds by any of the PARTIES are subject to annual appropriations pursuant to Colorado law.
- C) The PARTIES will designate a Technical Team consisting of persons designated respectively by the PARTIES to advise on the management of the Grant. ; however, the Project Manager for the Grant will be the COUNTY Regional Transportation Planning Office. The PARTIES will perform their respective public relations coordinated through the Project Manager.

- D) The COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include and make applicable for the protection and benefit of the County and the Municipalities all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) Payments to the selected consultant(s) and vendor(s) for this project will be through the COUNTY Regional Transportation Planning Office.
- F) As the Fiscal Agent, the COUNTY shall be responsible for timely submitting all necessary reporting to the US Department of Transportation for the GRANT and providing copies thereof to the other PARTIES.

IV. Administration

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

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

MESA COUNTY

Cody Davis, Chair
Mesa County Board of Commissioners

ATTEST: Bobbie Gross, Clerk & Recorder
Date: _____

CITY OF GRAND JUNCTION

Abram Herman, Council President
Grand Junction City Council

ATTEST: Selestina Sandoval, City Clerk
Date: _____

CITY OF FRUITA

Matthew Breman
City of Fruita Mayor

ATTEST: Deb Woods, City Clerk
Date: _____

TOWN OF PALISADE

Greg Mikolai, Mayor
Palisade Board of Trustees

ATTEST: Keli Fraiser, Town Clerk
Date: _____



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11, 2025
Presented By: Jesse Stanford, Police Chief
Department: Police Department
Re: Resolution 2025-03 - Updated Fee Schedule

SUBJECT:

A resolution of the Board of Trustees for the Town of Palisade, Colorado, amending fee schedule for the Palisade Police Department.

SUMMARY:

Currently when record requests are made, we are below the state level for hourly work on records requests. We are looking to charge what is accepted statewide and within the law for records requests and is updated by the state legislature on 5-year intervals. Currently it is allowed to charge up to \$41.37 an hour for records fees. This was updated last year in CRS 24-72-205 (6)(b). The Police Department is going to adopt the hourly fee of \$41.00 to aid in the cost of processing any record requests.

BOARD DIRECTION:

Approve Resolution 2025-03 amending the fee schedule for the Palisade Police Department records request fees.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE,
COLORADO, AMENDING THE TOWN'S FEE SCHEDULE REGARDING VARIOUS
TOWN FEES**

WHEREAS, the Board of Trustees is authorized to establish fees charged by the Town,
and

WHEREAS, the Board of Trustees recognizes a need for changes to the current fee
schedule for the Town of Palisade.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
TRUSTEES FOR THE TOWN OF PALISADE, COLORADO**, that the amended fee schedule
attached hereto as Exhibit "A" are adopted as the fee schedule for the Town of Palisade, Colorado,
effective February 11, 2025.

RESOLVED, APPROVED, AND ADOPTED this 11th day of February 2025.

TOWN OF PALISADE

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk

EXHIBIT "A"

PALISADE POLICE DEPARTMENT
175 E 3rd Street PO BOX 128
Palisade, CO 81526



FEE SCHEDULE
(970)464-5601
Tues – Fri, 8:30am-4:30pm

Any request estimated to be more than 1 hour requires a 50% deposit before the work begins. Deposits are applied to final charges. Multiple related requests may be combined for the purpose of calculating the time and production costs.

Criminal Justice Records (criminal or non- criminal)	\$10.25 per ¼ hour, \$41.00 per hour
	\$0.25 per printed page
Traffic Accidents (not including photos)	\$10.00
Certified copy of case report / BWC video	\$5.00
First copy free for victims of a criminal case.	
Background Checks	\$10.00 per name
Video / audio request, including Body Worn Camera	\$8.00 per 1/4 hour
Media Production Fee (CD/DVD)	\$10.00 per physical item
VIN Inspections (non-certified)	\$20.00 (payment in advance)
Sex Offender Registration	\$25.00 (initial and annual)
\$0.25 per copied page	
False Security Alarm	\$35.00 each after 4 free annually, or twice in a 30 day period.

NOTICE TO THE PUBLIC

All fees charged for release of criminal records of the Palisade Police Department are pursuant to C.R.S. §24-72-306.

Except for records of official actions which must be maintained and released pursuant to Title 24, Article 72, Part 3 of the Colorado Revised Statutes, all criminal justice records, at the discretion of the official custodian, may be open for inspection by any person at reasonable times, except as otherwise provided by law. Title 24, Article 72, Part 3 of the Colorado Revised Statutes authorizes the official custodian to make such rules and regulations with reference to the inspection of records of official actions and criminal justice records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the custodian or their office pursuant to C.R.S. 24-72-303 and 304

Criminal justice records are released only after the Citizen Advisement form has been acknowledged per C.R.S. §24-72-305.5.

The accuracy of any records, reports or documents from other agencies outside of Palisade Police are not guaranteed for accuracy of completeness, or subject to the rules as stated C.R.S. §24-72-307. If requesting records from an outside agency, it is best to contact them directly.

SEARCH & REDACTION / QUERY – Records Management staff will provide the requestor with an estimated cost for search, review, and redaction on requests subject to an hourly cost. Final costs will be determined by actual time spent searching, reviewing, and redacting records. There is no per-page fee to produce records electronically.

VIN INSPECTIONS—Fees are due in advance, and receipts must be presented at time of inspection.

NOTE: The Palisade Police Department does not perform certified VIN inspections.

Digital or Analog Media—Rates are based on the actual costs for the search, retrieval, and redaction of records.

FALSE SECURITY ALARMS BILLING—Billing completed by Town Finance on a monthly basis. Inquiries on alarms billed may be directed to Police Records 970-549-5009.



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11, 2025

Presented By: Keli Frasier, CMC – Town Clerk

Department: Clerk

Re: Municipal Records Retention Schedule

SUBJECT:

Resolution 2025-04 A Resolution of The Board of Trustees for the Town of Palisade, Colorado, Adopting the State of Colorado Municipal Records Retention Schedule for the Town of Palisade, Colorado.

SUMMARY:

The Town of Palisade first adopted the Colorado Municipal Records Retention Schedule in 2006, recognizing the need for a schedule in which to maintain and manage permanent and non-permanent records. The State updates the schedule periodically, and the Town has not updated the schedule since 2013.

Adopting the most current schedule offered by the State of Colorado ensures that the Town is abiding by State laws when managing the Town's records.

BOARD DIRECTION:

Approve Resolution 2025-04 adopting the State of Colorado Municipal Records Retention Schedule.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2025-04**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, ADOPTING THE STATE OF COLORADO MUNICIPAL RECORDS RETENTION SCHEDULE FOR THE TOWN OF PALISADE, COLORADO.

WHEREAS, the Town of Palisade, Colorado recognizes a need for a comprehensive records retention schedule for the district's non-permanent records and the retention of those records that have long-term administrative, fiscal, and historical value; and

WHEREAS, the Colorado Municipal Clerks' Association, in cooperation with the Colorado State Archives has provided a model Municipal Records Retention Schedule, which schedule must be adopted by the governing body and submitted to the Colorado State Archives; and

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

that it hereby adopts the 2024 Colorado Municipal Records Retention Schedule and all subsequent revisions and authorizes the Town Clerk to submit the request to be used as legal authority for the destruction of municipal records to the Colorado State Archives on behalf of the Town of Palisade.

RESOLVED, APPROVED, and ADOPTED this 11th day of February 2025.

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Keli L Frasier, CMC
Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: February 11th, 2025

Presented By: B. Flenniken, PW Director

Department: Public Works

Re: Water Plant Filters

SUBJECT:
Water Plant filter module replacement

SUMMARY:
The 2025 Budget provides \$300,000 for the purchase of replacement filters for the Water Treatment Facility. Although the current filters show no signs of failure, they have a life expectancy of 10 years, and ours been in service for 19. The new modules can be stored onsite until replacement is required or 5 years, whichever comes first.

BOARD DIRECTION:
Direct the Town Manager to purchase 62 Filter modules and ancillary installation parts for the water treatment facility for an amount not to exceed \$300,000 from the Water Fund.

