



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

**September 28, 2021**

**5:00 pm**  
**Work Session to Interview Candidates for the Palisade Tourism Advisory Board (TAB)**

**6:00 pm Regular Meeting**

**Live stream of the meeting may be viewed at**

**<https://youtu.be/w6b8taKBz0s>**

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

**A. Interviews for the Tourism Advisory Board (TAB)**

1. 5:00 pm – Juliann Adams, Incumbent
2. 5:05 pm – Rondo Buecheler, Incumbent
3. 5:10 pm – Jeff Hanle, New Applicant
4. 5:15 pm – Leora Ruzin, New Applicant
5. 5:20 pm – Cassidee Shull, Incumbent
6. 5:25 pm – Jeff Snook, Incumbent
7. 5:30 pm – Jean Tally, Incumbent
8. 5:35 pm – Mark Williams, New Applicant

**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. Palisade Sunday Farmers Markets continue every Sunday through October 10, 2021 in downtown Palisade. Come check it out before they're gone for the season!**

## VII. PRESENTATIONS

- A. **Code Compliance Month Proclamation** presented by Trustee Turner to Palisade Police Chief Funston and Code Compliance Officer Tom Chapman

## 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 – September 10, 2021 – September 23, 2021

B. **Minutes**

- Minutes from September 14, 2021, Regular Board Meeting

## XI. NEW BUSINESS

A. **Tourism Advisory Board Appointments**

*The Board of Trustees will appoint six members to TAB. Applicants include incumbents Juliann Adams, Rondo Buecheler, Cassidee Shull, Jeff Snook, and Jean Tally. New applicants are Jeff Hanle, Leora Ruzin, and Mark Williams.*

1. Board Discussion
2. Vote by Ballot – each candidate must have a minimum of four votes to be considered for appointment. Votes will be re-cast by the Board until a majority decision is confirmed. Ballots will be counted and announced by the Town Manager and Town Clerk.
3. Decision – *Motion including all six names, Second, and Rollcall Vote*

B. **Resolution 2021-12 Accepting the 2020 Audit**

*This Resolution is to review and accept or reject the 2020 financial audit of the Town of Palisade performed by Chadwick, Steinkirchner, Davis & Co., PC.*

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

C. **Deannexation of North River Road**

*The Board of Trustees will consider de-annexing North River Road.*

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

**D. Agreement with Mountain Groove Productions for the 2022 Palisade Bluegrass and Roots Festival**

*The Board of Trustees will consider entering into an agreement with Mountain Groove Productions for Production and Management Services for the 2022 Palisade Bluegrass & Roots Festival.*

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

**XII. OPEN DISCUSSION**

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

**XIII. COMMITTEE REPORTS**

**XIV. ADJOURNMENT**



**Does the Board of Trustees want to give direction to begin drafting RFQ for the design of the Palisade Clinic Building with Community Hospital?**

**Asbestos Remediation:** this project to remove asbestos in the Old High School begins October 4, 2021

The Town has had requests for some items out of the high school, which are being assisted with this week of September 27 – Oct1.

**North River Road Widening:** Part of the GOCO Grant for the construction of the Palisade Plunge Trail is the widening of North River Road from Highway 6 to 3<sup>rd</sup> Street. This project will be constructed in 2 phases and combined with an overlay project on the bridge. The first phase has started. Expect 10-15 minute delays as the contractor removes/ replaces material in preparation for asphalt. The County will not have construction occurring over the weekend of Winefest starting Friday, September 17.

**Drought Conditions – PLEASE – Be Water Wise:** The western slope is in drought conditions. Please observe watering recommendations from DRIP – a regional organization for ‘wise watering.’

Please work to use 10% less irrigation water.

Please water in the evenings, not during the day.

Please check that irrigation water is not getting sprayed on sidewalks instead of lawns.

**Federal & State “Ear-Mark” Funding:**

The Town of Palisade submitted a request for funding for \$800,000 for the design & engineering of the consolidation of sewer to Clifton Sanitation District. This project did make the request list and has been submitted by the State Senators for funding.

The Town has submitted a request for funding of \$1 M for the construction of a clinic. This project is on the request list submitted by the State Senators for funding. The announcement date is December.

**Estimated Time-Line of on-going Projects with Grant Funding:**

**September – December 2021**

1. 2022 Budget Completed
2. Clifton Sanitation District IGA and USDA grant/loan completion
3. Receive bids for asbestos remediation at old high school – prepare & publish RFP for demolition of old high school
4. October – CDOT to give final approval on design – then RFP will be published for Highway 6 construction bids.
5. Working with CDOT on a lease agreement for land northeast of Highway 6 bridge – the Town will lease the area, remove tamarisk & Russian olive, create a boat ramp and small parking area. The area will stay native river bank.
6. TAP Grant Sidewalks – surveying has started for the sidewalks on the frontage road to the high school. Staff is working with CDOT on new opportunities with this design which could include the redesign of the Elberta intersection. This project has been put on hold by CDOT as they obtain additional funding and traffic studies.



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

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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – Sept 28 , 2021

Date Range of Payables – Sept 10, 2021 – Sept 23, 2021

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 09/10/2021-09/23/2021

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0918210	AFLAC Pre-tax Pay Period: 9/18/	09/23/2021	177.48	.00		
AFLAC INSURANCE	PR0918210	AFLAC After-Tax Pay Period: 9/1	09/23/2021	48.60	.00		
COLORADO DEPT OF REVENUE	PR0918210	State Withholding Tax Pay Period	09/23/2021	3,141.00	.00		
COLORADO STATE TREASURE	PR0918211	State Unemployment Tax Pay Per	09/23/2021	297.11	.00		
EMS REFUNDS	20-0607	EMS REFUNDS	09/22/2021	265.00	.00		
EMS REFUNDS	21-0212	EMS REFUNDS	09/22/2021	200.84	.00		
EMS REFUNDS	21-0218	EMS REFUNDS	09/22/2021	24.42	.00		
FICA/MED/ P/R TAXES	PR0918212	Federal Withholding Tax Pay Peri	09/23/2021	8,834.05	.00		
FICA/MED/ P/R TAXES	PR0918212	Social Security Pay Period: 9/18/	09/23/2021	3,974.57	.00		
FICA/MED/ P/R TAXES	PR0918212	Social Security Pay Period: 9/18/	09/23/2021	3,974.57	.00		
FICA/MED/ P/R TAXES	PR0918212	Medicare Pay Period: 9/18/2021	09/23/2021	1,473.97	.00		
FICA/MED/ P/R TAXES	PR0918212	Medicare Pay Period: 9/18/2021	09/23/2021	1,473.97	.00		
FIRE AND POLICE PENSION	PR0918210	FPPA Police DD Pay Period: 9/18	09/23/2021	650.38	.00		
FIRE AND POLICE PENSION	PR0918210	FPPA Fire DD Pay Period: 9/18/2	09/23/2021	83.79	.00		
FIRE AND POLICE PENSION	PR0918210	FPPA 457 Pay Period: 9/18/2021	09/23/2021	50.00	.00		
FIRE AND POLICE PENSION	PR0918210	Police Pension Pay Period: 9/18/	09/23/2021	2,534.68	.00		
FIRE AND POLICE PENSION	PR0918210	Police Pension Pay Period: 9/18/	09/23/2021	1,873.48	.00		
FIRE AND POLICE PENSION	PR0918210	Fire Pension Pay Period: 9/18/20	09/23/2021	321.19	.00		
FIRE AND POLICE PENSION	PR0918210	Fire Pension Pay Period: 9/18/20	09/23/2021	237.40	.00		
ICMA TRST 401 - 107074	PR0918210	ICMA 401K Pay Period: 9/18/202	09/23/2021	2,137.63	.00		
ICMA TRST 401 - 107074	PR0918210	ICMA 401K Pay Period: 9/18/202	09/23/2021	2,137.63	.00		
ICMA TRST 457 - 304721	PR0918210	ICMA 457 Pay Period: 9/18/2021	09/23/2021	200.00	.00		
FAMILY SUPPORT REGISTRY	PR0918211	FIPS 056888833 Garnishment P	09/23/2021	227.07	.00		
RECREATION PROGRAM REFUND	2021.09.16 - A	DEPOSIT REFUND	09/16/2021	100.00	.00		
RECREATION PROGRAM REFUND	2021.09.16 - P	DEPOSIT REFUND	09/16/2021	50.00	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	6,347.05	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	144.83	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	4,712.05	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	124.26	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	4,045.05	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	634.80	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	21,312.15	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	92.28	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	1,259.60	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	139.60	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	1,906.83	.00		
CIGNA HEALTHCARE	PR0918211	Health and Dental Insurance Cig	09/23/2021	154.45	.00		
ANTHEM BLUE CROSS AND BL	PR0918211	Vision Insurance Vision Employee	09/23/2021	91.10	.00		
ANTHEM BLUE CROSS AND BL	PR0918211	Vision Insurance Vision Employee	09/23/2021	28.21	.00		
ANTHEM BLUE CROSS AND BL	PR0918211	Vision Insurance Vision Employee	09/23/2021	11.99	.00		
ANTHEM BLUE CROSS AND BL	PR0918211	Vision Insurance Vision Employee	09/23/2021	11.48	.00		
Total :				75,504.56	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	312.69	312.69	08/31/2021	
CENTURY LINK	09.01.2021	9016 - ADMIN. FAX	09/01/2021	109.38	.00		
XCEL ENERGY	747913337	ADMINISTRATION LIGHTS	09/14/2021	517.47	.00		
MUELLER, GREGG	2021.09.17 TI	TIMEULAR REIMBURSEMENT -	09/17/2021	84.00	.00		
Total ADMINISTRATION:				1,023.54	312.69		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	245.68	245.68	08/31/2021	
ENVIRONMENTAL SYSTEMS RE	94098654	ARCGIS SOFTWARE	08/31/2021	2,750.00	2,750.00	09/15/2021	
Total COMMUNITY DEVELOPMENT:				2,995.68	2,995.68		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
PEACHTREE HARDWARE AND	456574	RECREATION - STAGE STAIRS	07/21/2021	118.45	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	279.19	279.19	08/31/2021	
GJ FUSION	2021.09.15	RECREATION - ICE CREAM SO	08/30/2021	180.00	.00		
Total RECREATION:				577.64	279.19		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COURT</b>							
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	44.67	44.67	08/31/2021	
Total COURT:				44.67	44.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
DRANGINIS, DAN	FBP09112021	FLEXIBLE BENEFIT PLAN REIM	09/11/2021	38.00	.00		
HEUTON TIRE COMPANY INC.	158939	PD-TIRES	09/15/2021	193.26	.00		
JIM DIBLE OIL COMPANY	113771	POLICE DEPT - GAS / DIESEL	09/03/2021	172.96	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	2,010.15	2,010.15	08/31/2021	
CENTURY LINK	09.01.2021	1343 - TOWN HALL INTERNET-R	09/01/2021	160.42	.00		
CENTURY LINK	09.01.2021	1343 - PD INTOXICATOR PORTI	09/01/2021	35.00	.00		
COOP COUNTRY	243814	PD CAR WASH	09/15/2021	2.47	.00		
COOP COUNTRY	243815	PD CAR WASH	09/15/2021	3.29	.00		
COOP COUNTRY	243816	PD CAR WASH	09/15/2021	2.89	.00		
COOP COUNTRY	243817	PD CAR WASH	09/15/2021	2.51	.00		
COOP COUNTRY	243818	PD CAR WASH	09/15/2021	8.00	.00		
COOP COUNTRY	243819	PD CAR WASH	09/15/2021	2.00	.00		
KINETIC LEASING, INC.	257072	INTERCEPTOR LEASE (3)	09/09/2021	3,869.04	.00		
Total POLICE:				6,499.99	2,010.15		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	98447	TOILET CLEANING - CEMETER	09/01/2021	60.00	.00		
JIM DIBLE OIL COMPANY	113771	CEMETERY - GAS / DIESEL	09/03/2021	58.49	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	201.01	201.01	08/31/2021	
XCEL ENERGY	747913337	CEMETERY LIGHTS	09/14/2021	162.19	.00		
Total CEMETERY:				481.69	201.01		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
BOOKCLIFF AUTO PARTS INC	302992	FD VEHICLE MAINTENANCE	08/31/2021	89.39	.00		
BOOKCLIFF AUTO PARTS INC	304192	FD VEHICLE REPAIRS	09/02/2021	21.37	21.37	09/15/2021	
BOOKCLIFF AUTO PARTS INC	306173	FD VEHICLE MAINTENANCE	09/08/2021	24.80	.00		
BOOKCLIFF AUTO PARTS INC	306579	FD VEHICLE MAINTENANCE	09/08/2021	6.50	.00		
BOUND TREE MEDICAL, LLC	84204636	MEDICAL SUPPLIES/EMS	09/13/2021	23.30	.00		
BOUND TREE MEDICAL, LLC	84204637	MEDICAL SUPPLIES/EMS	09/13/2021	489.95	.00		
BOUND TREE MEDICAL, LLC	84207002	MEDICAL SUPPLIES/EMS	09/14/2021	520.92	.00		
BOUND TREE MEDICAL, LLC	84208972	MEDICAL SUPPLIES/EMS	09/15/2021	26.00	.00		
BOUND TREE MEDICAL, LLC	84208973	MEDICAL SUPPLIES/EMS	09/15/2021	31.96	.00		
CLIFTON FIRE PROTECTION	21-09-002	MEDICAL SUPPLIES	09/10/2021	451.56	451.56	09/15/2021	
CLIFTON FIRE PROTECTION	21-09-004	CONTRACT ADMIN SERVICES	09/20/2021	5,000.00	.00		
ED BOZARTH CHEVROLET	193725	FD - VEHICLE MAINTENANCE/R	09/10/2021	219.24	.00		
ED BOZARTH CHEVROLET	CM193725	FD - VEHICLE MAINTENANCE/R	09/14/2021	219.24	.00		
JIM DIBLE OIL COMPANY	113771	FIRE DEPT - GAS / DIESEL	09/03/2021	385.02	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	1,172.58	1,172.58	08/31/2021	
CENTURY LINK	09.01.2021	4735 - FIRE INTERNET	09/01/2021	163.41	.00		
CENTURY LINK	09.01.2021	9913 - FIRE ALARM	09/01/2021	197.62	.00		
CENTURY LINK	09.01.2021	0032 DATA - FIRE ALERT SYS.	09/01/2021	375.00	.00		
CENTURY LINK	09.01.2021	0032 PHONE - FIRE ALERT SYS.	09/01/2021	2,055.78	.00		
XCEL ENERGY	747913337	FIRE/EMS LIGHTS	09/14/2021	925.68	.00		
COLORADO RIVER FIRE PROT	7918	2021 - AMBULANCE PURCHASE	08/30/2021	40,000.00	40,000.00	09/22/2021	
Total FIRE / EMS:				51,960.84	41,645.51		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOOKCLIFF AUTO PARTS INC	303325	STREETS / PARKS SHARED CO	09/01/2021	1.59	.00		
BOOKCLIFF AUTO PARTS INC	303734	STREETS / PARKS SHARED CO	09/01/2021	119.14	.00		
BOOKCLIFF AUTO PARTS INC	304190	STREETS / PARKS SHARED CO	09/02/2021	12.98	.00		
BOOKCLIFF AUTO PARTS INC	306170	STREETS / PARKS SHARED CO	09/08/2021	10.70	.00		
BOOKCLIFF AUTO PARTS INC	309607	STREETS / PARKS SHARED CO	09/15/2021	83.41	.00		
BOOKCLIFF AUTO PARTS INC	309610	STREETS / PARKS SHARED CO	09/15/2021	17.00	.00		
BOOKCLIFF AUTO PARTS INC	309702	STREETS / PARKS SHARED CO	09/15/2021	76.07	.00		
ED BOZARTH CHEVROLET	193635	STREETS/PARKS SHARED COS	09/14/2021	7.46	.00		
HEUTON TIRE COMPANY INC.	158748	SHARED EXPENSES	09/02/2021	207.00	.00		
HONNEN EQUIPMENT CO.	1305943	SHARED DEPT EXPENSES	09/14/2021	208.49	.00		
HONNEN EQUIPMENT CO.	1305945	SHARED DEPT EXPENSES	09/14/2021	2,175.57	.00		
VERMEER SALES AND SERVIC	20017581	SHARED EXPENSES	09/14/2021	296.52	.00		
WESTERN IMPLEMENT	IN63623	SHARED EXPENSES	09/01/2021	230.03	.00		
WESTERN IMPLEMENT	IN63876	SHARED EXPENSES	09/02/2021	156.92	.00		
WESTERN IMPLEMENT	IN64899	SHARED EXPENSES	09/14/2021	168.85	.00		
WESTERN IMPLEMENT	IN65768	SHARED EXPENSES	09/14/2021	89.78	.00		
COOP COUNTRY	243820	PW CAR WASH	09/15/2021	9.00	.00		
Total EMS:				3,870.51	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
JIM DIBLE OIL COMPANY	113771	STREETS - GAS / DIESEL	09/03/2021	146.24	.00		
NEWMAN SIGNS INC.	TRFINV033682	STREETS - OP SUPPLIES - BAR	09/08/2021	1,460.00	1,460.00	09/15/2021	
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	446.70	446.70	08/31/2021	
XCEL ENERGY	746330371	STREET LIGHTS	09/01/2021	3,376.65	.00		
XCEL ENERGY	747832857	307 MAIN -CHARGING STATION	09/13/2021	44.18	.00		
XCEL ENERGY	747913337	STREET LIGHTS	09/14/2021	104.86	.00		
DW METAL WORKS, INC	47634	PAV ART INSTALL - STRUCTUR	09/13/2021	147.50	.00		
Total STREETS:				5,726.13	1,906.70		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
FERGUSON US HOLDINGS, INC	1251033	WATER SUPPLIES - HYDRANT	08/10/2021	2,524.96	.00		
GRAND JUNCTION WINWATER	060065-01	WATER DISTRIBUTION - SADDL	08/04/2021	121.88	121.88	09/15/2021	
JIM DIBLE OIL COMPANY	113771	WATER - GAS / DIESEL	09/03/2021	204.73	.00		
MILLER, FRED	FM - BOOTS 2	BOOT ALLOWANCE - 2021	08/17/2021	125.00	125.00	09/15/2021	
PLAZA REPROGRAPHICS	279679	MARKING PAINT - WATER DIST	09/13/2021	139.50	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	1,037.88	1,037.88	08/31/2021	
CENTURY LINK	09.01.2021	7148 - CARETAKER RESERVOI	09/01/2021	63.89	.00		
WAGNER RENTS	C1304901	WATER DIST - HEAVY EQUIP. R	08/31/2021	1,280.00	.00		
XCEL ENERGY	747792264	175 1/2 E. 3RS - BULK WATER S	09/13/2021	19.97	.00		
XCEL ENERGY	747913337	WATER LIGHTS	09/14/2021	122.42	.00		
OPTIMUS COMMUNICATIONS, L	19548	INTERNET SERVICE	09/19/2021	87.00	.00		
DAIRY SPECIALISTS, LLC	RT282683	WATER TREATMENT - SALT/CH	08/30/2021	1,764.00	1,764.00	09/15/2021	
COLT 45 TRANSPORT LLC	1249	WATER - OPERATING SUPPLIE	09/14/2021	400.00	400.00	09/15/2021	
Total WATER:				7,891.23	3,448.76		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
CITY OF GRAND JUNCTION	2021-0007419	LAB TESTING	08/31/2021	162.00	.00		
GRAND JUNCTION CHRYSLER	5210424	VEHICLE MAINTENANCE - SEW	09/08/2021	121.45	.00		
JIM DIBLE OIL COMPANY	113771	SEWER - GAS / DIESEL	09/03/2021	58.49	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	201.01	201.01	08/31/2021	
CENTURY LINK	09.01.2021	1319 - SEWER & CALL OUT	09/01/2021	155.90	.00		
USA BLUEBOOK	717763	SEWER TREATMENT CHEMICA	09/03/2021	703.30	703.30	09/15/2021	
XCEL ENERGY	746690359	661 BRENTWOOD DR	09/02/2021	20.67	.00		
XCEL ENERGY	747913337	SEWER LIGHTS	09/14/2021	130.24	.00		
Total SEWER PLANT:				1,553.06	904.31		

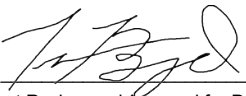
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	223.35	223.35	08/31/2021	
MESA COUNTY HWC FACILITY	00027089	SEWER - HAZARDOUS WASTE	09/01/2021	720.00	720.00	09/15/2021	
MESA COUNTY HWC FACILITY	00027089	SEWER - HAZARDOUS WASTE -	09/01/2021	385.00	385.00	09/15/2021	
COLT 45 TRANSPORT LLC	1249	SEWER - OPERATING SUPPLIE	09/14/2021	400.00	400.00	09/15/2021	
Total SEWER COLLECTION:				1,728.35	1,728.35		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	55.84	55.84	08/31/2021	
Total :				55.84	55.84		

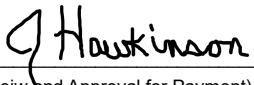
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	98447	TOILET CLEANING - RIVERBEN	09/01/2021	120.00	.00		
GOODWIN SERVICE, INC.	98447	TOILET CLEANING-BIKE TREK	09/01/2021	60.00	.00		
GOODWIN SERVICE, INC.	98447	VAULT CLEANING	09/01/2021	300.00	.00		
GOODWIN SERVICE, INC.	98515	PALISADE RIM - PORTABLE TOI	09/15/2021	240.00	.00		
JIM DIBLE OIL COMPANY	113771	PARKS - GAS / DIESEL	09/03/2021	116.99	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	670.05	670.05	08/31/2021	
CENTURY LINK	09.01.2021	1207 - RIVERBEND PARK	09/01/2021	125.44	.00		
XCEL ENERGY	747913337	PARKS LIGHTS	09/14/2021	490.91	.00		
COLT 45 TRANSPORT LLC	1249	PARKS - OPERATING SUPPLIES	09/14/2021	400.00	400.00	09/15/2021	
Total PARKS:				2,523.39	1,070.05		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
CITY OF GRAND JUNCTION	2021-0004800	CONTRACT FOR POOL OPERAT	09/17/2021	106,184.00	.00		
CENTURY LINK	09.01.2021	1067 - POOL INTERNET	09/01/2021	155.90	.00		
XCEL ENERGY	747913337	POOL LIGHTS	09/14/2021	2,151.34	.00		
Total POOL:				108,491.24	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
ALL METALS WELDING &	78665	FACILITIES - CUTTING AND FAB	09/13/2021	46.41	.00		
CURRENT SOLUTIONS, LLC.	10066	TOWN HALL CAMERA	09/09/2021	567.99	.00		
CURRENT SOLUTIONS, LLC.	10072	CLOUD BASED DOOR PROGRA	09/09/2021	65.00	.00		
HOME DEPOT CREDIT SERVICE	1016033	FACILITIES - FD DOOR	09/08/2021	108.83	.00		
GUSTAVO ORTIZ	TP-09 2021	JANITORIAL SERVICES	09/16/2021	1,340.00	.00		
PINNACOL ASSURANCE COMP	109	Workers Comp	08/11/2021	469.03	469.03	08/31/2021	
SIMMONS LOCK & KEY, INC	276579	FD LOCKS	09/08/2021	249.95	.00		
SUPERIOR ALARM, INC.	148961	MONITORING - FIRE STATION	09/01/2021	108.00	.00		
SUPERIOR ALARM, INC.	148961	MONITORING - REC CENTER	09/01/2021	108.00	.00		
SUPERIOR ALARM, INC.	148961	MONITORING - VETERAN MEM	09/01/2021	84.00	.00		
XCEL ENERGY	747803999	711 IOWA - GYM	09/13/2021	948.97	.00		
XCEL ENERGY	747913337	FACILITIES LIGHTS	09/14/2021	270.62	.00		
MESA COUNTY HWC FACILITY	00027089	FACILITIES - HAZARDOUS WAS	09/01/2021	259.83	259.83	09/15/2021	
TERMINIX	255268	PEST CONTROL	07/06/2021	65.00	.00		
TERMINIX	256661	PEST CONTROL	09/01/2021	62.00	.00		
TERMINIX	256890	PEST CONTROL	09/01/2021	65.00	.00		
AIRSTREAM PLUMBING & HEAT	14356211	FACILITIES - FIRE HOUSE AC	09/07/2021	556.00	.00		
E & E DOOR AND WINDOW	33232	FACILITIES - FD DOOR	08/30/2021	1,175.00	.00		
ALSCO INC	LGRA2538869	BUILDING - REP & MAINT - FLO	09/03/2021	50.05	.00		
ALSCO INC	LGRA2541576	BUILDING - REP & MAINT - FLO	09/10/2021	49.31	.00		
ALSCO INC	LGRA2544240	BUILDING - REP & MAINT - FLO	09/17/2021	49.31	.00		
HARTMAN BROTHERS, INC	354252	FACILITIES - COMPRESSED GA	09/16/2021	25.45	.00		
Total FACILITIES:				6,723.75	728.86		
Grand Totals:				277,652.11	57,331.77		

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

Date: 09/24/2021

Town Manager:   
(Administrative Review and Approval for Payment)

Date: 9.24.2021

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

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

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

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

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 09/10/2021-09/23/2021

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**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
September 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, Bill Carlson, Susan L’Hommedieu, Ellen Turner, and Mayor Pro-Tem Thea Chase. Trustee Nicole Maxwell was absent. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson and Utilities Director Matt Lemon.

**AGENDA ADOPTION**

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

A voice vote was requested  
Motion carried unanimously

**PRESENTATIONS**

***LGBTQIA+ Pride Month Proclamation***

Presented by Mayor Mikolai.

**TOWN MANAGER REPORT**

Town Manager Hawkinson reviewed her report highlighting updates on the asbestos mitigation project for the old Palisade High School and updates on the CDOT project of widening North River Road. Town Manager Hawkinson also informed the Board that the conceptual designs of the sidewalks (TAP Grant) had been presented to the Colorado Department of Transportation (CDOT), and the project has been delayed per CDOT’s request in order to add upgrades to Elberta Avenue.

**CONSENT AGENDA**

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

- **Expenditures**  
Approval of Bills from Various Town Funds – August 19, 2021 – September 09, 2021
- **Minutes**  
Minutes from August 24, 2021, Regular Board Meeting  
Minutes from August 31, 2021, Special Board Meeting

*Motion #2* by Trustee Sommerville, seconded by Trustee L’Hommedieu, to approve the Consent Agenda as presented.

A roll call vote was requested.



**Yes:** Mayor Mikolai, Trustee Turner, Trustee Sommerville, Trustee Carlson, Trustee L’Hommedieu, Trustee Maxwell

**No:**

**Absent:** Mayor Pro-Tem Chase,

Motion Carried.

## **NEW BUSINESS**

### ***Resolution 2021-10 Department of Local Affairs (DOLA) Grant Application***

Town Manager Hawkinson briefly explained the basics of the grant application.

*Mayor Pro-Tem Chase* asked what Comprehensive Plans generally cost to validate the grant request for \$25,000.00. Town Manager Hawkinson stated that the City of Grand Junction spent \$300,000.00 on their Comp. Plan, but that they have a greater population than Palisade. She went on to explain that the Town updated zoning codes in 2017, and by doing so, could save some costs. This grant would go toward the first round of expenses, which include public open houses, tailoring zoning codes, surveys, and a possible strategic plan.

***Motion #3*** by Trustee Somerville, seconded by Trustee Turner to approve Resolution 2021-10 Department of Local Affairs (DOLA) Grant Application as presented.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

### ***Intergovernmental Agreement (IGA) with Grand Valley Transit (GVT)***

Mayor Mikolai reported that the proposed IGA is an annual contract that the Town of Palisade enters into every year for public transit services with GVT. Because of how GVT is utilizing CARES Act funding for operations, the price was lowered this year from close to \$32,000.00 to \$29,000.00.

***Motion #4*** by Trustee Somerville, seconded by Trustee Turner to enter into an IGA with GVT for the year 2022 public transit services.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

### ***Purchase of a Used Ambulance***

Town Manager Hawkinson explained that the Town owns two very old ambulances that are both no longer operational. The new ambulance that the Town ordered due to the first ambulance’s demise has not arrived yet, and Palisade has been borrowing ambulances from Clifton Fire Department. Chief Balke found a used

ambulance from Whitewater Colorado River District that is in good shape that they are selling for \$40,000.00. The funding would be \$40,000.00 from CARES Act funding.

Board members discussed the options of spending the full \$40,000.00 from CARES funding versus purchasing the ambulance with general funds.

***Motion #5*** by Trustee Turner, seconded by Mayor Pro-Tem Chase to approve the purchase of a used ambulance using CARES Act funding for the total \$40,000.00 purchase price.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

***Contract Award for the Asbestos Mitigation Project at the Old Palisade High School***

Town Manager Hawkinson described the process of removing the old high school per Board of Trustee direction and that it included asbestos remediation. The bid process was competitive as staff received five companies bid on the project. Grande River Environmental, who has assisted staff on the bid package, as well as Town Engineers J-U-B, recommended approval of the bid from All Star Environmental for \$559,914.00.

Trustee Turner asked about the large margin of difference in bid price from All Star versus the other applicants and if the Town would possibly get hit with additional costs as the project moves forward. Mayor Mikolai explained that if All Star Environmental experiences additional costs, that they would have to submit a change order to the submitted bi, which they, as the Board, would have to approve.

***Motion #6*** by Trustee Somerville, seconded by Trustee Turner to award the contract for asbestos mitigation services to All Star Environmental.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

***Agreement with Mountain Groove Productions for the 2022 Palisade Bluegrass and Roots Festival***

Town Manager Hawkinson briefly reviewed her staff report clarifying that the Palisade Municipal Code gives the authority to approve a contract as a Sole Source Procurement. Mountain Groove Productions has worked on the Palisade Bluegrass & Roots Festival for over the last five years and has helped it grow and gain professional acknowledgment as a high-quality bluegrass event.

Trustee Carlson raised concerns about Mountain Groove Production’s standings with the Colorado Secretary of State.

Mayor Pro-Tem Chase suggested we look at the Town’s procurement policy and amend it to include the requirement of a Certificate of Good Standing from the Colorado Secretary of State.

**Motion #7** by Trustee Somerville, seconded by Trustee Turner to table the Agreement with Mountain Groove Productions for the 2022 Palisade Bluegrass and Roots Festival.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

***Peach Avenue Alley Improvements***

Utilities Director Matt Lemon explained that Peach Avenue has two alley crossings that need improvements. An alley between 3rd and 4th Streets and an alley crossing between 6th and 7th Streets. Both sides of Peach Avenue will be repaired for a total of four improvement locations.

**Motion #7** by Trustee Somerville, seconded by Trustee Carlson to direct the Town Manager to enter into a contract with Agave Construction to improve two ally entrances along Peach Avenue.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Trustee L’Hommedieu recused herself from the vote.

Motion carried.

***Resolution 2021-11 Board Meeting Policies/Procedures***

Mayor Mikolai reported that the proposed meeting policies and procedures stem from current practices, as well as implements some of the “good practices” the Board learned from the CIRSA work session.

Mayor Pro-Tem Chase requested clarification on the term “citizen.” The consensus of the Board is that it is meant as a generic term. Mayor Pro-Tem Chase went on to request that all emailed public comments on a specific agenda item include the sender’s physical address, similar to how in-person public comments are handled.

**Motion #8** by Trustee Somerville, seconded by Trustee L’Hommedieu to approve Resolution 2021-11 adopting and implementing specific policies and procedures for public meetings, including amendments to the emailed public comments to include the sender’s physical address.

A roll call vote was requested.

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

**No:**

**Absent:** Trustee Maxwell

Motion carried.

*Heidi Hess, President of Colorado West Pride, entered the meeting.*

## **PRESENTATIONS**

### ***LGBTQIA+ Pride Month Proclamation***

Presented by Mayor Mikolai to Heidi Hess, President of Colorado West Pride. Ms. Hess thanked the Board for the proclamation.

## **OPEN DISCUSSION**

*Mayor Mikolai* described how successful the Palisade Art Vision (PAV) sculpture unveiling event was over the weekend.

*Mayor Pro-Tem Chase* added to Mayor Mikolai's comments by thanking the sponsors of the hospitality package that is given to the artists that participate: 357 Bar and Grill, Palisade Café and Wine Bar, Palisade Brewing Company, Craig Gallery, Blue Pig Gallery, St. Kathryn's and Tallon Winery, Meadery of the Rockies, 13 Brix Bistro, Kopeka Coffee, Palisade Pedi Cab, Palisade Paddleboard & Adventure Company, ESM Pottery Farm, Colorado Vintners Collective, and a couple of individuals who sponsored lodging accommodations.

*Trustee Somerville* explained that he began representing the Town of Palisade on a district steering committee that will establish a plan (similar to a comprehensive plan) for the district. The first meeting was mostly the different entities (about 50 people) discussing the community.

*Trustee Carlson* asked if the organizers of the Rugby event put a deposit down for the use of the park, as it took two truckloads to remove all of the trash Sunday morning. He then explained that the Food Bank of the Rockies had purchased a pre-fab building that will hopefully be completed by the end of January 2022. The new building will be located in Grand Junction. Trustee Carlson also asked if the Town has a code that prevents construction on Sundays.

## **COMMITTEE REPORTS**

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

## **ADJOURNMENT**

***Motion #9*** by Trustee Somerville, seconded by Trustee L'Hommedieu to adjourn the meeting at 7:35 pm.

A voice vote was requested.  
Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Keli Frasier  
Town Clerk



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** September 28, 2021

**Re:** Tourism Advisory Board Appointments

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**SUBJECT:** Appointment of applicants to the Tourism Advisory Board (TAB)

**SUMMARY:** Eight candidates will be interviewed at a work session of the Board of Trustees before the regular meeting on September 28, 2021. Six seats are currently available to fill. Terms are for two years, and there are no term limits for TAB.

**BOARD DIRECTION:** Appoint six members to the Tourism Advisory Board.

**\*\* Vote by Ballot** – each candidate must have a minimum of four votes to be considered for appointment. Votes will be re-cast by the Board until a majority decision is confirmed. Ballots will be counted and announced by the Town Manager and Town Clerk.

Only ONE motion, naming all six appointees, is necessary.



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** September 28, 2021

**Presented By:** Travis Boyd, CPA

**Department:** Finance Department

**Re:** 2020 Audited Financial Statement Presentation

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#### **SUBJECT:**

2020 Audit and Financial Statement presentation by Chadwick, Steinkirchner, Davis, and Company, P.C.

#### **SUMMARY:**

The annual independent audit of the Town's Financial records has been completed for the year ending December 31, 2020. This audit was conducted by Chadwick, Steinkirchner, Davis, and Company, P.C. This firm is independent of the Town's executive team and is hired by the Board of Trustees to opine on whether the financial statements fairly represent the Town's economic position and the presentation of this position is in accordance with accounting principles generally accepted in the United States.

The auditors will discuss their audit findings with the board.

**\*\*NOTE: The Audit will be published and emailed on Monday, September 27, 2021.**

#### **BOARD DIRECTION:**

Accept or Decline the Resolution to Accept the Audited Financial Statements for the Year ending December 31, 2020.

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE,  
COLORADO, ACCEPTING THE 2020 AUDIT FOR THE TOWN OF PALISADE,  
COLORADO**

**WHEREAS**, the audit report for the 2020 calendar year for the Town of Palisade has been submitted to the Town by Chadwick, Steinkirchner, Davis, and Company, P.C. and;

**WHEREAS**, the Board of Trustees for the Town of Palisade, Colorado has examined said audit report, and;

**WHEREAS**, the financial statements referred to above present fairly, in all material aspects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Palisade, Colorado, as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America;

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

Section 1. The Board of Trustees hereby accepts the 2020 Audit for the Town of Palisade, Colorado prepared by Chadwick, Steinkirchner, Davis, and Company, P.C., that was presented to the Board of Trustees on Tuesday, September 28, 2021.

**RESOLVED, APPROVED, and ADOPTED** this 28<sup>th</sup> day of September 2021.

**TOWN OF PALISADE, COLORADO**

(Seal)

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

ATTEST:

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



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

**Meeting Date:**           **September 28, 2021**

**Presented By:**           **Janet Hawkinson, Town Manager**  
                                  **Jim Neu, Town Attorney**

**Re:**                       **Disconnection of a Portion of North River Road**

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**SUBJECT:**   The Town of Palisade annexed North River Road from Base Camp RV park to town with the project of placing a sewer line in the roadway. Mesa County has requested the town to disconnect a portion of the roadway, the main reason to allow for Mesa County snow plowing for the school busses that travel the road and for road maintenance the town is unable to afford and for the installation of road widening of North River Road provided by the county with the GOCO grant.

The town has followed all proper publishing and notices for the disconnection of the property. Please see the attachments for details.

**BOARD DIRECTION:**   Vote in favor of disconnection of North River Road into Mesa County.



**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2021-10**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
APPROVING THE DISCONNECTION OF A PORTION OF NORTH  
RIVER ROAD.**

WHEREAS, a Petition for Disconnection was filed with the Town in August 2019 by the Board of Trustees of the Town of Palisade, Colorado, the sole owner of the territory hereinafter described ("Owner"); and

WHEREAS, C.R.S. §31-12-501, *et seq.*, sets forth the procedure required to disconnect a tract of land within and adjacent to the boundary of a Town; and

WHEREAS, Notice of the Petition for Disconnection was provided to the Board of County Commissioners of Mesa County, Colorado as required by statute; and

WHEREAS, the Board of Trustees does hereby finds and determines that approval of the Petition for Disconnection of said territory to be in the Town's best interest.

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

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

Section 2. That the tract of land shown in the Petition for Disconnection of a portion of North River Road and further shown on Exhibit A attached hereto is hereby disconnected from the boundary of the Town of Palisade in accordance with C.R.S. §31-12-501.

Section 3. The Palisade Town Clerk is hereby directed as follows:

a. To file one copy of this ordinance in the office of the Town Clerk of the Town of Palisade.

b. To certify and file two 2 copies of this ordinance with the Clerk and Recorder of the County of Mesa, State of Colorado.

c. To request the Clerk and Recorder of Mesa County to file one certified copy of this ordinance with the Division of Local Government of the Department of Local Affairs State of Colorado, as provided by C.R.S. §24-32-109.

Section 4. The Community Development Director of the Town of Palisade is hereby directed to amend the Official Map of the Town of Palisade to reflect the boundary changes adopted pursuant to this ordinance.

Section 5. If any section subsection sentence clause phrase or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction such portion shall be deemed a separate distinct and independent provision and shall not affect the validity of the remaining portions thereof.

**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 October 12, 2021.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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



**Department of Public Works**  
Administration – Development Services - Engineering – Traffic  
Solid Waste Management – Road & Bridge – RTPO – Fleet  
200 S. Spruce Street • P.O. Box 20,000 • Grand Junction, Colorado 81501  
Phone (970) 244-1765

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September 17, 2021

Janet Hawkinson  
Town of Palisade  
175 East 3<sup>rd</sup> Street  
P.O. Box 128  
Palisade, CO 81526

Subject: North River Road De-annexation

Dear Ms. Hawkinson:

Mesa County supports the de-annexation of North River Road from approximately E 2<sup>nd</sup> Street to the Happy Camper camp ground. Mesa County continues to maintain this portion of North River Road and is working on improvements to the roadway shoulders at this time.

Please let me know if you have any questions for us.

Sincerely,

Scott Mai, PE  
Public Works Director  
Mesa County Department of Public Works  
200 S. Spruce St  
PO Box 20000  
Grand Junction, CO 81502  
(970) 256-1580



**EXHIBIT A**

Description of Disconnected Property

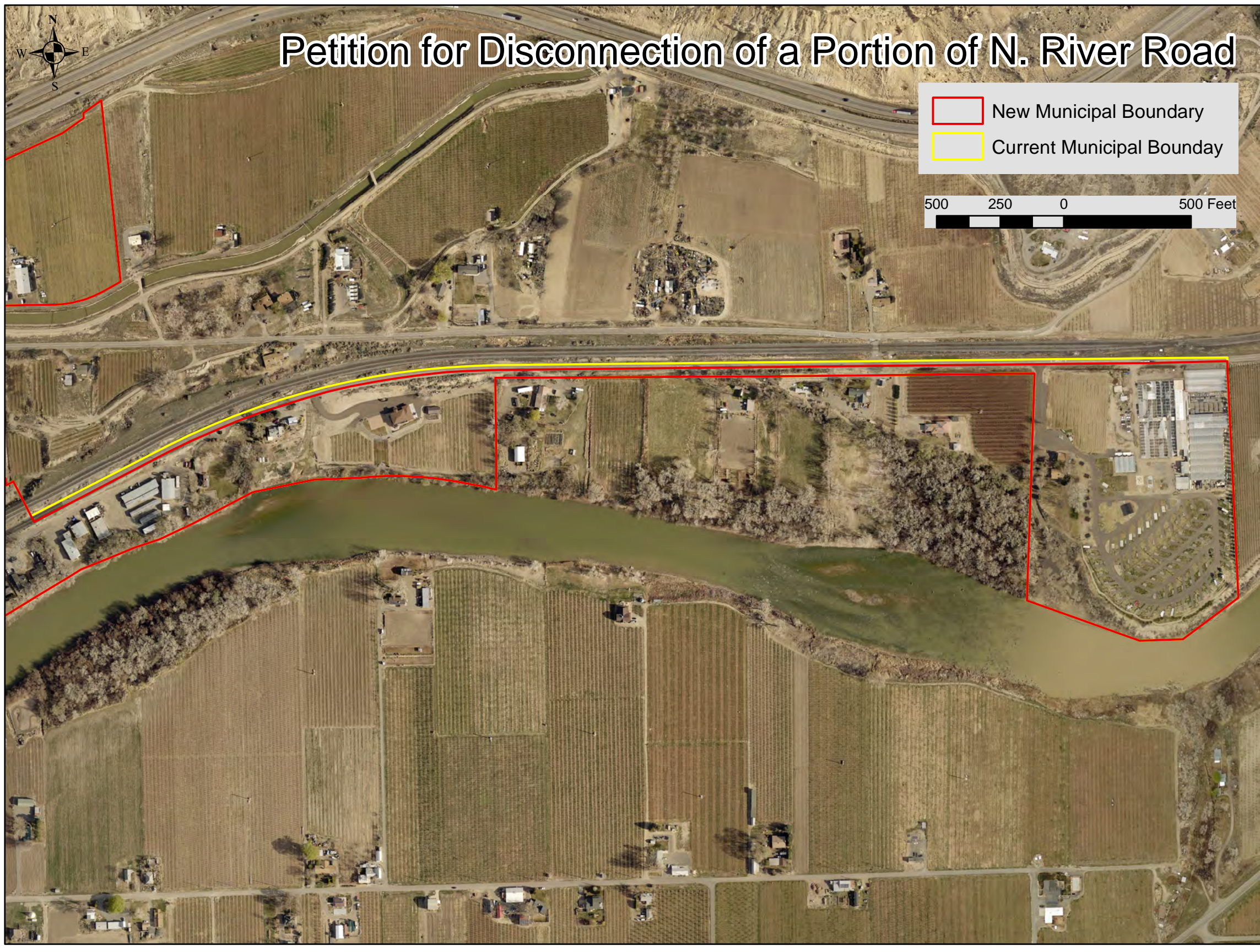



# Petition for Disconnection of a Portion of N. River Road



-  New Municipal Boundary
-  Current Municipal Boundary

500 250 0 500 Feet



















175 East Third Street  
P.O. Box 128  
Palisade, CO 81526

## ADMINISTRATION

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Phone: (970) 464-5602  
Fax: (970) 464-5609  
[www.townofpalisade.org](http://www.townofpalisade.org)

August 28, 2019

Board of County Commissioners  
Mesa County, Colorado  
c/o Peter Baier, County Administrator  
[peter.baier@mesacounty.us](mailto:peter.baier@mesacounty.us)

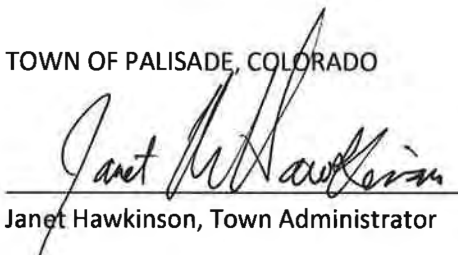
Re: Petition for Disconnection of a Portion of North River Road, Town of Palisade

Dear County Commissioners:

Pursuant to C.R.S. §31-12-501, the Town of Palisade hereby provides notice of a pending Petition for Disconnection from the Town of a portion of North River Road as shown on the attachment to the Petition. We have discussed this disconnection with County staff and agree the Disconnection is in the best interests of the Town and the County. Please let us know if you would like a meeting or if staff should hold additional discussions. The Town Board of Trustees will consider an ordinance to effectuate the Disconnection on October 8, 2019.

Yours very truly,

TOWN OF PALISADE, COLORADO

  
Janet Hawkinson, Town Administrator


**PETITION FOR DISCONNECTION  
TO:  
THE BOARD OF TRUSTEES  
TOWN OF PALISADE, COLORADO:**

The undersigned landowner, comprising one hundred percent (100%) of the landowners in the area proposed for disconnection, and in accordance with the provisions of Colorado Revised Statutes §31-12-501, hereby applies to and petitions the Board of Trustees of the Town of Palisade for disconnection from the Town of Palisade of that certain territory in the Town of Palisade, County of Mesa and State of Colorado known as a portion of N. River Road more particularly shown on Exhibit A, attached hereto and made a part hereof (the "Property").

Petitioner further states to the Board of Trustees of the Town of Palisade, Colorado, as follows:

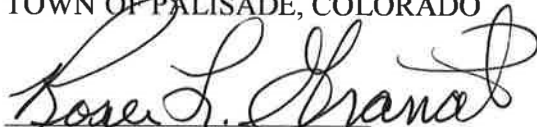
1. That it is desirable and necessary that such territory be disconnected from the Town of Palisade, Colorado.
2. That the Property sought to be disconnected from the Town of Palisade meets the requirements of C.R.S. §31-12-501, as amended, in that the Property is within and adjacent to the boundary of the Town of Palisade.
3. The petitioner comprises one hundred percent (100%) of the landowners of the Property proposed to be disconnected.
4. That petitioner signed this Petition no more than one hundred eighty (180) days prior to the date of filing.
5. That upon the disconnection ordinance becoming effective, including satisfaction of any conditions of the ordinance, all lands within the area sought to be disconnected shall cease to be subject to all ordinances, resolutions, rules, and regulations of the Town of Palisade.

THEREFORE, petitioner respectfully requests and consents to approval by the Board of Trustees of the Town of Palisade, Colorado of the disconnection of the Property proposed to be disconnected.

ATTEST:  
  
Lindsey Chitwood, Town Clerk

TOWN OF PALISADE, COLORADO

By:

  
Roger L. Granat, Mayor



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

**Meeting Date:**           September 28, 2021

**Presented By:**           Janet Hawkinson, Town Manager  
                                  Jim Neu, Town Attorney

**Re:**                       Palisade Bluegrass Contract for June 10,11, & 12, 2022

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**SUBJECT:**   The Town of Palisade is scheduled to hold the annual Bluegrass Festival on June 10, 11 & 12, 2022. This Contract is to hire the production company which assists the Town with event operations. Mountain Groove Productions has worked on this event and has been the reason it has grown and gained professional acknowledgment of a high-quality Bluegrass event as well as increased profits to the Town. This Contract includes the price of the bands.

Mountain Groove was hired upon an RFP the Town published. This production company has continuously built up the reputation and profits of the Palisade Bluegrass event. Palisade Bluegrass has grown as a popular festival with a positive reputation. Mountain Groove continues to work positively with staff and the Town to build success upon success of the Bluegrass Event. To change production companies destroys festivals. It is the production companies' expertise that builds the success, reputation, and profit of a festival. Palisade Bluegrass Festival continues to grow its fantastic 3-day event, reputation amongst festival goers and bands wanting to play at the festival. This is why it is the staffs' recommendation to continue with Mountain Groove Productions to continue building on the success of the Town's Bluegrass & Roots Festival.

The Code provision that allows the Board to approve this Contract and not put it out to bid is the sole source provision. This code is important because it recognizes continuation is sometimes paramount to the success of a project:

*Palisade Municipal Code Section 4-84(d):*

*a) Sole Source Procurements*

*If a competitive process is required, as noted in Section 4.2, a purchase order or a contract may be awarded without competition when the Town Board of Trustees determines, after conducting a good faith review of available sources, that there is only one feasible or practical source for the required goods or services. The Town Administrator, with the assistance from the Director of the requesting department, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.*

The Contract is for \$20,000 that the Town is paying Mountain Groove Productions. The other \$79,500 is production costs which is a pass-through to Mountain Groove Productions, to pay for vendors, light, sound, bands, etc., and that amount determines how big or professional the Festival is going to be. The Procurement Code requires a documented, competitive bid from at least three sources for contracts between \$15,000 and \$100,000 with a Board of Trustee approval. This RFP process was done previously, and how the Town originally hired Mountain Groove Productions. This Contract of \$20,000 for Mountain Groove Productions is at the low end of that source selection level.

Negotiations have taken place between staff, the production company, and the Town Attorney. The Town Attorney has reviewed this Contract, and everything is legal and in good standing. This is not a difficult threshold considering the amount of the Contract or the nature of the Services. If the Town is happy with past Bluegrass Festivals, then it makes sense this is the only practical source to continue the success of the Palisade Bluegrass Festival.

This sole source code is the authority to approve the Contract. If the Board feels like putting this out to bid, they need to have a good reason, as Mountain Groove Productions has worked on this event and has been the reason it has grown and gained professional acknowledgment of a high-quality Bluegrass event as well as increased profits to the Town.

**BOARD DIRECTION:** Give direction to the Town Manager to enter into the Contract with Mountain Groove Productions to operate the 2022 Palisade Bluegrass Festival.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mountain Groove Productions, Inc.

is a

Corporation

formed or registered on 06/20/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061253193 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/14/2021 that have been posted, and by documents delivered to this office electronically through 09/15/2021 @ 10:56:03 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/15/2021 @ 10:56:03 in accordance with applicable law. This certificate is assigned Confirmation Number 13441017 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**PALISADE BLUEGRASS AND ROOTS FESTIVAL  
PERFORMER AND PRODUCTION MANAGEMENT SERVICES**

**1.0 PARTIES**

The parties to this Agreement are the **TOWN OF PALISADE**, a Colorado municipal corporation (hereinafter referred to as the "Town"), and **MOUNTAIN GROOVE PRODUCTIONS** (hereinafter referred to as the "Contractor").

**2.0 RECITALS AND PURPOSE**

2.1 The Town intends to operate, manage and sponsor a music festival known as the Palisade Bluegrass and Roots Festival ("Festival") at Riverbend Park in the Town of Palisade to be held June 10-12, 2022, and the second weekend of June as long as there is political will and it is economically feasible to do so.

The Town desires to engage the Contractor for the purpose of providing Festival performer and production management services as set forth herein.

2.2 Contractor represents that they have the special expertise and background necessary to provide the Town with the services described herein.

**3.0 SCOPE OF SERVICES**

Contractor agrees to provide the Town with the specific professional services relating to all aspects of Festival performer and production management including the following:

**Performer Recruitment Hiring & Management**

- Talent Negotiations
- Contracts
- Performer Payment
- Special camping jam
- Scheduling
- Travel
- Hospitality
- Coordinate accommodations
- Green Room
- Performer Guests
- Performer Inquiries

**Workshops Schedule**

**Stage and Productions**

- Stage and Equipment Acquisition

- Construction/Installation
- Back Stage Tent
- Back stage gate /volunteers for back stage gate
- Green Room
- Emcee's
- Lights
- Aesthetics for Stage
- Stage Giveaways

### **Backstage Coordinators**

### **Co-promotion and facilitated marketing**

- Distribute marketing pieces through marking database
- Press releases and press contacts

### **Collaborative Planning with Town Staff**

- Regular meeting to discuss festival development
- Input on marketing, design, operations, layout, pricing and additional events
- Green Event Practices for Site Operations
- Ticket and box office negotiation

## **4.0 PERFORMER/PRODUCTION BUDGET**

The Town shall provide the sum of \$79,500 for use by Contractor for performer/production services in accordance with the following budget. Contractor shall receive the budget in four installments of \$19,875 to make deposits and reservations in four installments on December 1, 2021, March 1, 2022, April 1, 2022 and June 1, 2022.

### **Performer/Production Budget**

Performers (including bands, emcees, backstage staff)	\$55,000
Friday        5 performances	
Saturday      5 performances	
Sunday        4 performances	
Sound/Lights	\$15,000
Stages	\$ 5,000
1 main stage	
1 small side stage	
Transport	\$ 2,000
Catering	<u>\$ 2,500</u>
<b>Performer/Production Total</b>	<b>\$79,500</b>

## **5.0 PURCHASING AUTHORITY/BUDGET RESPONSIBILITY**

The budget expressed in 4.0 above shall govern the work items specified in Section 3.0 above. Contractor shall be responsible for performer and production management and will be responsible for managing the work in accordance with the budget for the specified items. This Agreement is a Fixed Price Contract and Contractor shall not exceed the budgeted amount for specified items or services without advance written consent of the Town. Any adjustments to the budget in section 4.0 shall require the prior written approval of the Town's Administrator.

## **6.0 CONTRACTOR FEE**

The Town shall pay the Contractor for services under this Agreement the sum of \$20,000 for all services rendered as described above, payable in four (4) installments of \$5,000 commencing with the first payment on December 1, 2021, the second by February 1, 2022, the third by April 1, 2022, and the fourth at the Festival. Such amount shall be inclusive of all costs of whatever nature associated with the Contractor's efforts, including but not limited to salaries, expenses, overhead, administration, profits, and outside consultant fees, if any. The scope of services and payment therefore shall only be changed by a properly authorized amendment to this Agreement. No Town Employee has the authority to bind the Town with regard for any payment to any services which exceeds the amount payable under the terms of this Agreement.

## **7.0 TOWN'S RESPONSIBILITIES**

- 7.1 Operations and Site Management. The Town shall be responsible for operations and site management, including planning, site layout, site preparations, vendors and vendor layout, provision of utilities including power, traffic control, porta potties, security, gates and fencing, parking control, shuttles, responding to email inquiries, law enforcement, assistance at the gate with entrance control (gate coordinator), first aid coordination, ops coordination, and security coordination.
- 7.2 Finance and Ticketing. The Town shall be responsible for all financial matters and ticketing for the Palisade Bluegrass and Roots Festival, including all accounting services, master ticket book control, Pay Pal deposits, credit card handling, on-site ticket staff, telephone inquiries, email inquiries, banking, local bank relations and staff, liquor licensing, vendor licensing and contracts, telephone inquiries, establishing a comp/guest list, providing a vendor coordinator, ticket staff coordinator, and beverage staff coordinator.

## **8.0 PROJECT REPRESENTATION**

- 8.1 The Town designates Troy Ward as the responsible Town staff member to provide direction to the Contractor during the conduct of the Work. The Contractor shall comply with the directions given by Troy Ward or the Town's Administrator, Janet Hawkinson



- 8.2 The Contractor designates Josh Behrman as its project managers. The Town may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives.

## **9.0 TERM**

The Contractor's services under this Agreement shall begin immediately once this Agreement is signed and be completed no later than June 30, 2021. Upon successful completion of the terms and conditions of this Agreement, the parties intend to enter into subsequent similar agreements subject to mutually acceptable terms to be negotiated in succeeding years.

## **10.0 INSURANCE**

- 10.1 Contractor agrees to procure and maintain, at its own cost, and provide evidence to the Town by March 15, 2021, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.1.1 Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's subcontractors in Contractor's own policy, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Town. All coverage's shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.1.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

10.1.1.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including

completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests' provision.

10.1.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.

10.1.2 The policies required above, except for the Workers' Compensation insurance, and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insured's. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

10.1.3 Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage's, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the coverage's afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.1.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

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

## **11.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **12.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in Mesa County, Colorado.

## **13.0 INDEPENDENT CONTRACTOR**

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town. **As an independent contractor, Contractor is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

## **14.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

## **15.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **16.0 TERMINATION**

- 16.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 16.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the Contractor Fee set forth above, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **17.0 REPORTS**

Contractor shall provide periodic reports to the Town's Administrator or her designee. Such reports may be transmitted by email. In addition, Contractor shall attend Town staff meetings as required and at least monthly between April and June to provide verbal reports on Contractor's areas of responsibility, the work items set forth in this Agreement, and whether deadlines specified in this Agreement have been met.

## **18.0 ENFORCEMENT**

- 18.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 18.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Mesa County in connection with any dispute arising out of or in any matter connected with this Agreement.

## **19.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, State, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

## **20.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **21.0 EQUAL OPPORTUNITY EMPLOYER**

- 21.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 21.2 Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **22.0 ANNUAL APPROPRIATION REQUIRED**

The Parties recognize that the Town's obligations under this Agreement could be construed as a multi-year fiscal obligation not authorized pursuant to Section XX of Article 10 of the Colorado Constitution (TABOR). Therefore, the obligations of the Town set forth in this Agreement shall be subject to an annual appropriation of funds by the Board of Trustees necessary to carry out the terms of this Agreement. In the event the Board of Trustees of the Town fails to appropriate the necessary funds to carry out the terms of this Agreement, this Agreement shall be deemed to be null, void and of no effect. In such an event, neither Party shall have any further duties, obligations, responsibilities or benefits under this Agreement and Contractor shall have no legal remedy resulting from the non-appropriation of funds. Provided, however, the Town shall be obligated to pay Contractor the compensation provided in this Agreement for services rendered

up to the time of non-appropriation of funds and termination of the Agreement.

**DATED:** \_\_\_\_\_, 2021

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Janet Hawkinson, Town Administrator

ATTEST:

\_\_\_\_\_  
Town Clerk

CONTRACTOR:  
MOUNTAIN GROOVE PRODUCTIONS

By: \_\_\_\_\_  
Josh Behrman