



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

April 25, 2023

6:00 pm Regular Meeting

A live stream of the meeting may be viewed at:

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

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
 - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
 - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7th Street):**
 1. **Planning Commission** – Tuesday, May 2, 2023, at 6:00 pm
 2. **Board of Trustees Work Session (Training Room)** – Tuesday, May 2, 2023, at 6:00 pm
 3. **Board of Trustees** – Tuesday, May 9, 2023, at 6:00 pm
 4. **Tourism Advisory Board** – Thursday, May 11, 2023, at 9:00 am
- VI. **TOWN MANAGER REPORT**
 - A. **Federal Earmark Request of \$2million for Sewer Lagoon Reclamation is Placed on Senator Bennet and Senator Hickenlooper project list for funding in December.**
 - B. **Pothole Mapping for Repairs**
- VII. **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 – April 6, 2023 – April 20, 2023
 - B. **Minutes**
 - Minutes from April 11, 2023, Regular Board of Trustees Meeting

C. 2023 Intergovernmental Agreement (IGA) with the City of Grand Junction

This item is a yearly agreement between the Town of Palisade and the City of Grand Junction for management service for the Palisade Municipal Pool.

I. NEW BUSINESS

A. Interviews and Appointments for the Tourism Advisory Board

The Board of Trustees will interview three (3) candidates for two (2) open seats on the Palisade Tourism Advisory Board. After the interviews, a silent priority vote will occur to fill the two (2) positions, with the highest votes serving two-year terms. A rollcall vote will appoint the applicants to the respective seats.

1. Applicant Interviews (organized alphabetically by last name)
 - *McElley, Brooke*
 - *Robinson, Ryan - Incumbent*
 - *Wenger, Tim - Incumbent*
2. Board Discussion
3. Silent Ballot Vote
4. Decision - Motion, Second, and Rollcall Vote

B. Resolution 2023-08 - Parklet Lease Agreements

The Board of Trustees will consider approving Resolution 2023-08 formalizing lease agreements for the use of downtown parklets.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:
Approve, deny, or table (until May 9, 2023) Resolution 2023-08 formalizing parklet lease agreements for Fidel's Cocina, Slice O' Life Bakery, 357 Bar & Grill, Nana's Fruit & Jam Shack, Pêche Restaurant, and Diorio's of Palisade.

C. Purchase of UTV for Year-Round Watershed Access

The Board of Trustees will consider directing the Town Manager to purchase a UTV for the Public Works Department.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:
Approve, deny, or table (until May 9, 2023) directing the Town Manager to purchase a UTV for the Public Works Department for an amount not to exceed \$22,794.00.

D. Fiber to Parks and Government Buildings

The Board of Trustees will consider changing the scope of the existing Department of Local Affairs (DOLA) grant for fiber in the Town of Palisade to include the construction of fiber to all Town parks and government buildings.

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:
Approve, deny, or table (until May 9, 2023) directing the Mayor to send a letter requesting a Change of Scope to the DOLA fiber grant to include fiber build-out to all Town parks and buildings and to

*give direction to the Town Manager to enter into a contract for
Fiber build-out to town parks & buildings.*

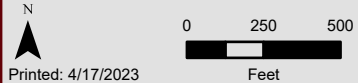
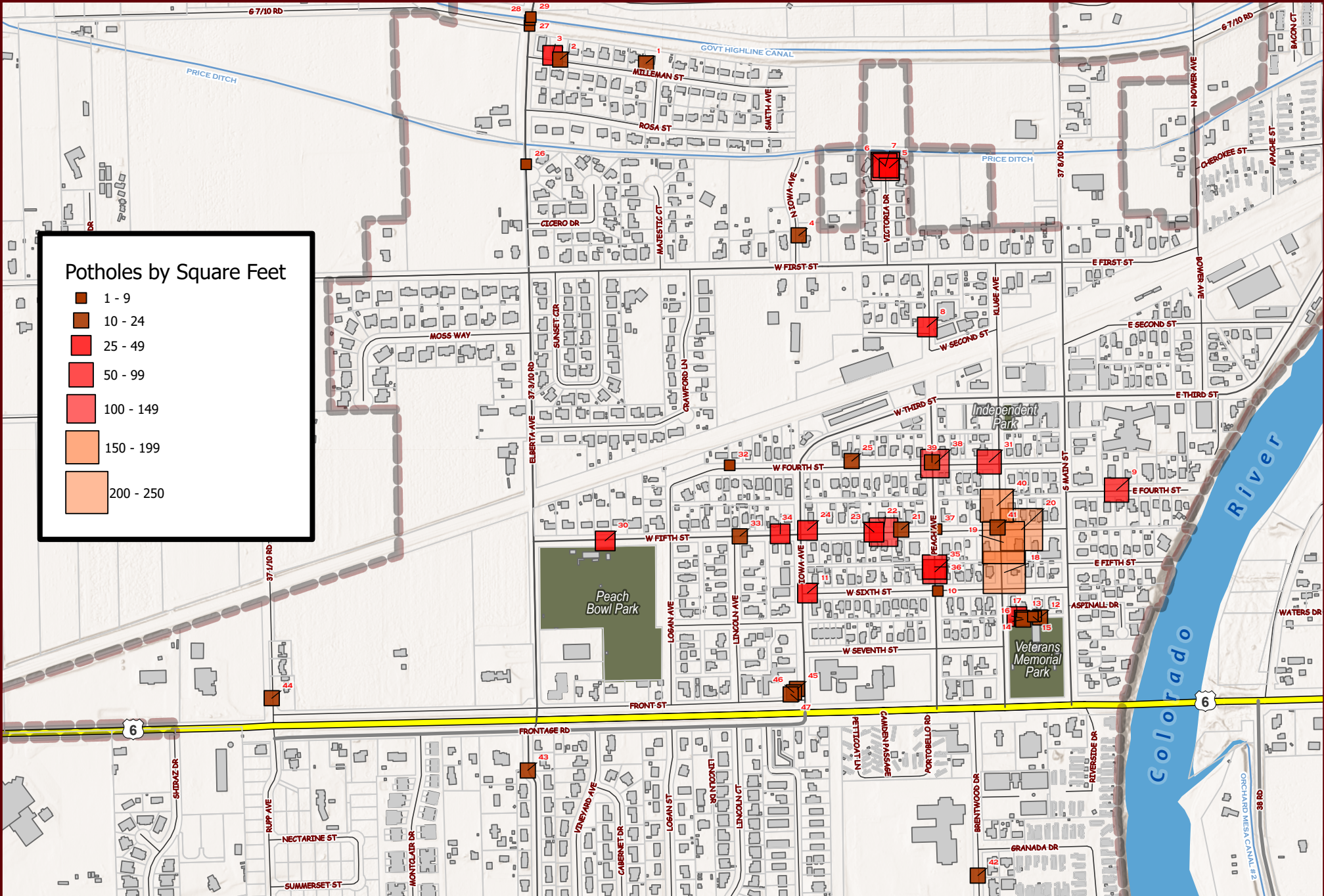
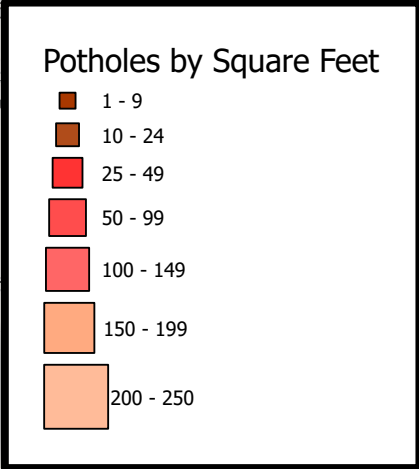
II. PUBLIC COMMENT

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

Survey of Current Potholes



PotholeNumber	Length	Width	Area_sq_ft_
1	4	3	12
2	6	4	24
3	5	5	25
4	4	3	12
5	7	4	28
6	8	7	56
7	15	9	135
8	5	5	25
9	14	5	70
10	3	3	9
11	6	6	36
12	7	3	21
13	3	3	9
14	4	3	12
15	3	2	6
16	4	3	12
17	10	4	40
18	25	10	250
19	16	13	208
20	25	9	225
21	4	4	16
22	14	8	112
23	10	4	40
24	8	6	48
25	4	4	16
26	3	3	9
27	3	1	3
28	3	1	3
29	3	1	3
30	6	6	36
31	9	9	81
32	1	1	1
33	4	4	16
34	12	3	36
35	12	6	72
36	8	8	64
37	3	3	9
38	10	10	100
39	8	3	24
40	28	7	196
41	4	4	16
42	4	4	16
43	12	2	24
44	6	3	18
45	7	3	21
46	7	3	21
47	7	3	21
Total Sq Feet			2237



PALISADE BOARD OF TRUSTEES

Meeting Date: April 25, 2023

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 – April 6, 2023 – April 20, 2023

B. Minutes

- Minutes from April 11, 2023, Regular Board of Trustees Meeting

C. 2023 Intergovernmental Agreement (IGA) with the City of Grand Junction

This item is a yearly agreement between the Town of Palisade and the City of Grand Junction for management service for the Palisade Municipal Pool.

For Review (Non-Voting Items)

Pursuant to Municipal Code Section 2-203(c): Copies of the (planning commission) minutes will be provided to the Board of Trustees as soon as practicable following their approval by the Planning Commission.

- Palisade Planning Commission Minutes March 21, 2023



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: April 25, 2023

Presented By: Keli Frasier, Town Clerk

Department: Tourism

Re: Tourism Advisory Board (TAB) Interviews and Appointments

SUMMARY:

Attached are three applications for two available position with the Tourism Advisory Board.

BOARD DIRECTION:

Hold a silent ballot vote for which two candidates shall be appointed to the Tourism Advisory Board.

Motion, second, rollcall vote to appoint the successful candidates from the silent ballot vote to the Tourism Advisory Board for a term of two years.

April 11, 2023

Town of Palisade
c/o Keli Frasier, Town Clerk
175 East 3rd Street
Palisade, Colorado 81526

Dear Board of Trustees,

I am writing to express my interest to serve on the Tourism Advisory Board for the Town of Palisade. I am confident I have the skills, qualifications and passion that is necessary to be an asset to this Board.

The posting for this position mentioned the desired candidate should have experience in marketing, promotions and advertising. My educational background is in marketing as I have a bachelor's degree in Business Administration with an emphasis in Marketing from the University of Northern Colorado and a MBA (Master of Business Administration) with an emphasis in Market Strategy from Regis University. I have worked for an oil and gas company, TechnipFMC, as a Senior Marketing Manager for the past 17 years.

The posting also mentioned that eligible applicants must live or own a business in the 81526 zip code. My husband and I have owned Palisade Basecamp RV Resort since inception in August 2016. In August 2022, we were grateful to become sole owners. I attended Palisade High School and after college moved back to Palisade in 2006, and have been a resident ever since. We love raising our two children in this community and they are currently students at Taylor Elementary and Mount Garfield Middle School.

I have served on the Board for the Palisade Chamber of Commerce since July 2020 and frequently attend TAB meetings. I also had the pleasure of meeting the TAB marketing contractor, Slate Communications, during their recent visit to Palisade.

Thank you for your time and consideration.

Sincerely,



Brooke McElley
970-210-5792
brooke@palisadabasecamp.com



Application for Voluntary Service for the Town of Palisade

Thank you for your interest and willingness to apply your skills, dedication, and creativity to make the Town of Palisade an ever better place. Citizens such as yourself are truly the cornerstone of our community. Please take a moment to complete this application form and read the specific requirements of the position for which you are applying. Many of the volunteer positions for the Town require monthly and even bi-monthly meetings, training sessions, and occasional travel. Due to the importance of regular participation, only those applicants who are reasonably certain of their ability to participate regularly should apply.

Thank you again for your willingness to serve!

Name	Brooke McElley
Mailing Address	3869 G Road Palisade, Colorado 81526
Physical Address	3869 G Road Palisade, Colorado 81526
Email Address	brooke@palisadabasecamp.com
Phone number	970-210-5792
Alternate phone number	

What position are you applying for? Tourism Advisory Board

Please describe your qualifications for this position. *(Feel free to attach an additional sheet if necessary or preferred.)* I have a background in marketing and advertising, working for an oil and gas company TechnipFMC for over 17 years as a Senior Marketing Manager. I also take care of the marketing and social media for Palisade Basecamp RV Resort. I have a bachelor's degree in Business Administration with an emphasis in Marketing from the University of Northern Colorado and a MBA (Master of Business Administration) with an emphasis in Market Strategy from Regis University.

Please describe your personal interest in this position. *(Feel free to attach an additional sheet if necessary or preferred.)* My husband and I have owned Palisade Basecamp RV Resort since inception in August 2016. In August 2022, we were grateful to become sole owners. I attended Palisade High School and after college moved back to Palisade in 2006, and have been a resident ever since. We love raising our two children in this community and they are currently students at Taylor Elementary and Mount Garfield Middle School. I am very vested in the Palisade community and tourism in our town.

Do you have any conflicts that might preclude the regular participation required for this position? *(Feel free to attach an additional sheet if necessary or preferred.)* No, I should be able to be a regular participant in the TAB meetings as I already attend them on a regular basis. I do serve on the Board for the Palisade Chamber of Commerce. I've shared my interest in applying for the TAB Board with Jessica Burford and she did not have any concerns with my participation on both boards, and would value my input and leadership.

Please consider the various requirements for volunteer boards and commissions, as listed below. Any questions or concerns should be addressed to the Town Clerk P.O. Box 128, Palisade, CO 81526, or by phone at 464-5602.

Planning Commission

The Planning Commission meets on the first and third Tuesday of each month at 6:00 p.m. To be eligible for the Planning Commission you must be at least 18 years of age and live within the Town of Palisade. The Planning Commission makes recommendations to the town Board of Trustees in matters regarding land use and land development within the municipal boundaries of the Town of Palisade.

Tourism Advisory Board

The Tourism Advisory Board helps develop and implement marketing strategies for the Town of Palisade. You must be a resident of the Town of Palisade to be eligible.

Knowledge and experience in tourism, promotions, marketing, advertising, or special event planning and operation are desirable. The Tourism Advisory Board meets the second Tuesday of every other month. Exact meeting times and dates are determined when the Board is assembled.

Palisade Board of Trustees,


This letter is to express my interest in continuing to serve on the Palisade Tourism Advisory Board. I have appreciated contributing to TAB in recent years and feel I have further contributions to make in the future. My professional background is in marketing and as a Palisade resident, am invested in the success and sensible growth of the community.

I am currently the Assistant General Manager and oversee marketing and sales at Powderhorn Mountain Resort. There are several reasons that the aims of the resort and the Town of Palisade are aligned and can contribute to each other's success. The resort's efforts to attract destination visitation using high-quality advertising, pertinent messaging, and data-driven campaigns mirror the aims of the Town of Palisade. We also share the goal of mindful growth and preservation of the local experience. Highlighting the area's wonderful natural resources, and now the physical connectivity of the Grand Mesa and the Town of Palisade is another potential source of synergy.

In addition to professional alignment, I have a personal vested interest in the continued success of the Town. My wife and I have two boys, ages seven and two. We have chosen to live in Palisade over the last seven years (and foreseeable future) because of the natural beauty, access to the outdoors, and wonderful residents. I hope to continue to make contributions to TAB with the future benefit of my profession, family, and neighbors in mind.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'RR' with a long horizontal stroke extending to the right.

Ryan Robinson
3/14/23



Application for Voluntary Service for the Town of Palisade

Thank you for your interest and willingness to apply your skills, dedication, and creativity to make the Town of Palisade an ever better place. Citizens such as yourself are truly the cornerstone of our community. Please take a moment to complete this application form and read the specific requirements of the position for which you are applying. Many of the volunteer positions for the Town require monthly and even bi-monthly meetings, training sessions, and occasional travel. Due to the importance of regular participation, only those applicants who are reasonably certain of their ability to participate regularly should apply.

Thank you again for your willingness to serve!

Name	Ryan Robinson
Mailing Address	P0 Box 93 Palisade, CO 81526
Physical Address	517 Logan Ave Palisade, CO 81526
Email Address	rrobinson@powderhorn.com
Phone number	(970) 260-9210
Alternate phone number	

What position are you applying for? Tourism Advisory Board

Please describe your qualifications for this position. *(Feel free to attach an additional sheet if necessary or preferred.)* See attached doc.

Please describe your personal interest in this position. (*Feel free to attach an additional sheet if necessary or preferred.*) See attached doc.

Do you have any conflicts that might preclude the regular participation required for this position? (*Feel free to attach an additional sheet if necessary or preferred.*) _____

While I do not have regular conflicts with TAB participation, there are occasional professional obligations that will prevent attendance at a meeting. The remote meeting option is quite helpful to navigate the balance between professional duties and TAB.

Please consider the various requirements for volunteer boards and commissions, as listed below. Any questions or concerns should be addressed to the Town Clerk P.O. Box 128, Palisade, CO 81526, or by phone at 464-5602.

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Tim Wenger
235 W 6th St.
Palisade CO 81526
303-725-9359

To Palisade Board of Trustees,

I am writing to express interest in renewing my position on the Tourism Advisory Board. My wife, Alisha, and I bought a home in Palisade in May, 2019. Both Colorado natives (Alisha was born in Grand Junction and is the Executive Director of the Community Food Bank), we wanted to set down roots in a place we loved and raise a family near the outdoors. We are here for the long term, and I plan to continue to bring my experience in tourism and marketing to the Tourism Advisory Board.

I work as a Senior Editor at the travel and outdoor lifestyle publication [Matador Network](#) and as an author with the travel guidebook brand *Fodor's*. I have embarked on “press trips” on four continents, visiting more than 30 countries. From each, I’ve worked with the destination and other sources to produce content for an award-winning editorial team. I wrote an article for Matador on [biking the Fruit and Wine Byway right here in Palisade](#) and on the [Palisade Plunge](#).

I hope you’ll take a look at my portfolio at www.timwenger.net In addition to my role with Matador, I operate a digital marketing and communications company called Wenger Media Services. We handle content marketing initiatives for a number of companies.

I am excited most by the opportunity to present Palisade to travel media outlets as the incredible destination that it is, and not as a “suburb” of Grand Junction. I currently serve on the TAB’s website committee to ensure our new website is optimized for SEO and user experience.

I have many ideas that I’d love to bring to the Board and work along with the other members to help guide Palisade’s future as a destination. As the valley continues to grow, Palisade’s status as the home of Colorado’s wine and peach country will remain its most unique asset. I believe that Palisade’s festivals and small-town vibe can continue to draw increased visitor numbers beyond the Front Range in a responsibly-managed way. The town’s Airbnb regulations, for example, help to preserve the town’s character and allow the professionals of the Wine Country Inn, Spoke and Vine, etc. to showcase Palisade as it should be.

Also, with regards to the Palisade Plunge and the increased visibility of the Grand Valley as a “destination” for mountain bikers, I feel it is important that Palisade promote and support the Plunge in a responsible manner and as an individual entity, in order that we don’t sacrifice the charm and uniqueness of our town (a la Moab or Crested Butte).

The coming years are Palisade’s opportunity to stand up as Colorado’s next best destination by showcasing our outdoor recreation and food + drink offerings -- the key to preserving our town’s heritage as the valley continues to grow. Thank you for your time, and I really look forward to meeting the Board. References available upon request. To Palisade,

-Tim Wenger



Application for Voluntary Service for the Town of Palisade

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Thank you again for your willingness to serve!

Name	Timothy Wenger
Mailing Address	PO Box 614 Palisade CO 81526
Physical Address	235 W. 6th St. Palisade CO 81526
Email Address	inkwellmediaservices@gmail.com
Phone number	303-725-9359
Alternate phone number	

What position are you applying for? Tourism Advisory Board

Please describe your qualifications for this position. *(Feel free to attach an additional sheet if necessary or preferred.)* _____

8+ years travel journalism + editor, 30+ countries visited, 3+ years service on TAB, on current TAB website committee, extensive knowledge of SEO, content marketing, and destination marketing

Please describe your personal interest in this position. (*Feel free to attach an additional sheet if necessary or preferred.*)_____

~~I beleive that smart, sustainable tourism is key to Palisade’s future economic development. Businesses, local leaders, residents, and tourism industry professionals must work together to ensure we don’t become the next Summit County. We need to continue working to develop a sustainable tourism plan for Palisade.~~

Do you have any conflicts that might preclude the regular participation required for this position? (*Feel free to attach an additional sheet if necessary or preferred.*) No

Please consider the various requirements for volunteer boards and commissions, as listed below. Any questions or concerns should be addressed to the Town Clerk P.O. Box 128, Palisade, CO 81526, or by phone at 464-5602.

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PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: April 25, 2023
Presented By: Brian Rusche, Community Development Director
Department: Community Development
Re: License Agreements for Town owned Parklets

SUBJECT: License Agreements for Town owned Parklets

SUMMARY: Since the onset of COVID, the Town has endeavored to support local businesses with the ability to have outdoor dining and moved quickly to purchase parklets for this purpose.

As these parklets have become an amenity to the community and a benefit to these businesses, it is now time to formalize the use of these parklets, acknowledging the substantial investment made by the Town in these structures.

Attached are License Agreements for parklets acquired by the Town for the purposes of outdoor dining. These Agreements outline the responsibilities of the Town and of the business for continued use of these parklets.

The following licensees are included in this Resolution:

Fidel's – 113 W. 3rd St.
Slice o' Life Bakery – 105 W. 3rd St.
357 Bar & Grill – 235 Main St.
Nana's Fruit & Jam Shack – 237 Main St.
Peche – 336 Main St.
Diorio's of Palisade - 309 W. 8th St, Suite 8

BOARD DIRECTION: Adopt Resolution 2023-08

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Jody Corey, J&J Palisade LLC, a Colorado limited liability company, d/b/a Fidel's, whose mailing address is 424 W 8th St, Palisade, CO 81526 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining activities, including the consumption of alcohol pursuant to a valid liquor license, and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the

parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

5. This Agreement replaces the License Agreement between the Town and John Sabal, Palisade Café 11.0, recorded at Reception # 2795097 and any addendums thereto.

6. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal corporation

By: _____
Greg Mikolaj, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
J&J Palisade LLC, a Colorado limited liability company, d/b/a Fidel's

By: _____
Jody Corey

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Jody Corey, as _____ of J&J Palisade LLC, d/b/a Fidel's.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately nine (9) feet in width and forty (40) feet in length in the Right of way of Third Street along the north side of the sidewalk that extends along the north boundary of Lots 2 + 3 Block 3 Town of Palisade, Mesa County Colorado (113 W. Third Street).

DRAFT

EXHIBIT "B"



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Mary Lincoln, Slice O Life Bakery, whose mailing address is P.O. Box 299, Palisade, CO 81526 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining activities and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet

with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.
5. This Agreement replaces the License Agreement between the Town and Curt Lincoln approved by Resolution 2018-19 and signed on March 28, 2018.
6. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal corporation

By: Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
Slice O Life Bakery

By: Mary Lincoln

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this _____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this _____ day of _____, 2023, by Mary Lincoln, as _____ of Slice O Life Bakery. WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately nine (9) feet in width and twenty-eight (28) feet in length in the Right of Way of W. Third Street along the north side of the sidewalk that extends along the north boundary of Lots 1 and 2, Block 3 Town of Palisade, Mesa County Colorado (105 W. Third Street).

DRAFT

EXHIBIT "B"



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Patricia Meehan-Clark, 357 Food & Beverages, LLP, a Colorado limited liability partnership, d/b/a 357 Bar & Grill, whose mailing address is 684 38 ½ Rd, Palisade, CO 81526 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining activities, including the consumption of alcohol pursuant to a valid liquor license, and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the

parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

5. This agreement replaces the License Agreement between the Town and John Feuerborn, 357 Food and Beverages LLP, recorded at Reception # 2795096 and any addendums thereto.

6. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal corporation

By: _____
Greg Mikolaj, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
357 Food & Beverages, LLP, a Colorado limited liability partnership, d/b/a 357 Bar & Grill

By: _____
Patricia Meehan-Clark

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Patricia Meehan-Clark, as partner of 357 Food & Beverages, LLP.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately eight (9) feet in width and twenty (20) feet in length in the Right of way of Main Street along the west side of the sidewalk that extends along the west boundary of Lot 1 Red Rose Building Subdivision, Mesa County Colorado (235 Main Street).

DRAFT

EXHIBIT "B"



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Clarence W. Davis Jr. and Rebecca A. Davis, Davis Family Farms dba Nana's Fruit & Jam Shack LLC, a Colorado limited liability company, whose mailing address is 3670 G 4/10 Rd, Palisade, CO 81526 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining and/or retail activities on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the

parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

5. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal corporation

By: _____
Greg Mikolaj, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
Davis Family Farms dba Nana's Fruit & Jam Shack LLC, a Colorado limited liability company

By: _____
Clarence W. Davis Jr.

Rebecca A. Davis

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

(NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Clarence W. Davis Jr. and Rebecca A. Davis as _____ of Davis Family Farms dba Nana’s Fruit & Jam Shack LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

(NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately eight (9) feet in width and twelve (12) feet in length in the Right of way of Main Street along the west side of the sidewalk that extends along the west boundary of Lot 2 Red Rose Building Subdivision, Mesa County Colorado (237 Main Street).

DRAFT

EXHIBIT "B"



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Matthew W Chasseur, Peche Restaurant LLC, a Colorado limited liability company, whose mailing address is 2783 ½ Lexington Court, Grand Junction, CO 81503 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantee desires to provide dining activities, including the consumption of alcohol pursuant to a valid liquor license, and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on the Property; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the

parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall obtain general liability insurance in regard to such parklet with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

5. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal
corporation

By: _____
Greg Mikolaj, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
Peche Restaurant LLC, a Colorado limited
liability company

By: _____
Matthew W Chasseur

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Matthew W Chasseur, as _____ of Peche Restaurant LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately nine (9) feet in width and forty (40) feet in length in the Right of way of Main Street along the east side of the sidewalk that extends along the east boundary of the South 70FT OF LOT 18 INC BLK 3, Town of PALISADE, Mesa County Colorado (336 Main Street).

DRAFT

EXHIBIT "B"



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into this ____ day of _____, 2023 by and between TOWN OF PALISADE, COLORADO, a Colorado municipal corporation, whose mailing address is P.O. Box 128, Palisade Colorado 81526 (hereinafter referred to as "Grantor") and Chad Vaughn Fetterly, d/b/a Diorio's of Palisade, whose address is 309 W. Eighth St, Suite 8, Palisade, CO 81526 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantee desires to provide dining activities, including the consumption of alcohol pursuant to a valid liquor license, and/or retail on a structure constructed by the Town of Palisade hereinafter referred to as a parklet on certain real property identified in Exhibit "A", attached hereto and incorporated herein by this reference, and hereinafter referred to as the "Property"; and

WHEREAS, Grantor is willing to grant a license to Grantee for such use of the parklet on the Property with the understanding that the parklet shall be kept clean and usable and in good repair at all times by the Grantee and that the Grantee shall enforce a no-smoking policy on the parklet. Grantor agrees to perform an annual spring cleaning of the parklet and perform maintenance to the structure as warranted. Grantee agrees to inform the Grantor of any physical problems with the structure in order that repairs can be made. Grantor and Grantee may conduct a joint inspection on a regular basis of the state of the parklet and to establish mutually agreed upon documentation of its condition in service of this section.

WHEREAS, Grantee also understands that the parklet, which is designed and installed by the Town of Palisade, cannot be modified in any way structurally without prior approval of the Town, but that the Grantee shall be responsible for all furnishings such as tables, chairs and umbrellas that make the parklet usable. Grantee shall also be required to utilize the attached flower boxes with real or artificial plantings so that said boxes do not become a depository of trash. Grantee is responsible for abiding by the rules set forth herein for use of the parklet.

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants an exclusive revocable license to Grantee to allow for the usage of the parklet at a location shown in Exhibit "B", attached hereto and incorporated herein by this reference, subject to the following conditions:

1. The license herein granted shall be for a period of four (4) years from the date of this Agreement for use by the Grantee. License is non-transferable.
2. This license may be revoked by Grantor with or without cause by giving Grantee at least sixty (60) days written notice of its intent to revoke this license.
3. Grantee hereby expressly agrees to indemnify and hold the Grantor harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the installation, use and maintenance of the parklet. Grantee further agrees to indemnify and defend Grantor in the event Grantor is named as a defendant in any action concerning the installation, maintenance and use of the parklet. Grantee shall

obtain general liability insurance in regard to such parklet with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Grantor shall be named as an additional insured under such policy. Upon request by the Grantor, Grantee shall provide Grantor with a certificate of insurance as evidence that the policy providing the required coverages are in full force and effect. The certificate shall provide that the subject insurance policy shall not be cancelled, terminated or materially changed until at thirty (30) days prior written notice has been given to Grantor. Said policy shall be deemed to be primary insurance, and any insurance carried by the Grantor, its officers or its employees, shall be in excess and not contributory insurance to that provided by Grantee.

4. This License Agreement is made and delivered within the State of Colorado and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

5. This Agreement and the license herein granted shall remain in full force and effect until expiration of the term or revocation of this license.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the day and year first above written.

GRANTOR:
TOWN OF PALISADE, COLORADO, a municipal corporation

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk

ACCEPTED:

GRANTEE:
Diorio's of Palisade

By: _____
Chad Vaughn Fetterly

[NOTARY BLOCKS ON FOLLOWING PAGE]

DRAFT

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Greg Mikolai, Mayor, and Keli Frasier, Town Clerk, respectively, of the Town of Palisade, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this ____ day of _____, 2023, by Chad Vaughn Fetterly of Diorio's of Palisade.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____ (NOTARY SEAL)

Notary

EXHIBIT "A"

An area of approximately nine (9) feet in width and twenty (20) feet in length along the east boundary of **BEG 79.7FT S + 25FT W OF NE COR LOT 2 SEC 3 1S 2E W 195FT S 60FT E 80FT S 90FT E 115FT N TO BEG**, Mesa County Colorado (309 W. Eighth Street).

DRAFT

EXHIBIT "B"



**9 Foot by 20 Foot License Area
(not to scale)**



**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO,
ENTERING INTO LICENSE AGREEMENTS WITH BUSINESS OWNERS FOR USE OF PARKLETS
OWNED BY THE TOWN OF PALISADE AND LOCATED WITHIN PUBLIC RIGHTS OF WAY**

WHEREAS, the Town of Palisade is the owner of the Third Street and Main Street rights-of-way; and

WHEREAS, the Town of Palisade, since the onset of the COVID-19 pandemic, has endeavored to support local businesses with the ability to have outdoor dining; and

WHEREAS, the Town of Palisade moved quickly to obtain funding and caused to be constructed several parklets for the purpose of outdoor dining; and

WHEREAS, these parklets have become an amenity to the community and have been a benefit to the businesses; and

WHEREAS, the Board of Trustees of the Town of Palisade desires to formalize the responsibilities of the Town and the businesses for the continued use of these parklets in the form of a license agreement; and

WHEREAS, the Town of Palisade understands, agrees with and accepts the terms and conditions stipulated under these agreements.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, THAT the Board of Trustees of the Town of Palisade, Colorado hereby authorizes the Mayor of the Town of Palisade to sign the License Agreements between the Town of Palisade and the following businesses:

- Fidel's – 113 W. 3rd St.
- Slice o' Life Bakery – 105 W. 3rd St.
- 357 Bar & Grill – 235 Main St.
- Nana's Fruit & Jam Shack – 237 Main St.
- Peche – 336 Main St.
- Diorio's of Palisade - 309 W. 8th St, Suite 8

RESOLVED, APPROVED, and ADOPTED this 25th day of April 2023.

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **October 26, 2021**

Presented By: **Brian Flenniken, Water Treatment ORC**
 Matthew Beehler, Water Operator

Department: **Utilities**

Re: **UTV for Year-Round Watershed Access**

SUBJECT:

Purchase of new Honda Pioneer UTV to allow year-round access to our watershed and Cabin Reservoir Dam.

SUMMARY:

Currently, we are unable to access our raw water resources during the winter and spring months due to snow and mud. Any issues that may develop (specifically leaks in our raw water lines or problems at the dam) are not able to be addressed. Dam monitoring (piezometers) and raw water metering for State reports are also neglected during those months. This has been a town practice with the history of the water system. The Pioneer UTV can be fitted with a set of tracks that will allow us to use it in deep snow to access Cabin Reservoir and raw water lines.

The integrity of the Town’s high-risk Dam at Cabin Reservoir is paramount. In the event of a catastrophic failure, the floodplain leads directly to I-70. Loss of life and complete destruction of the Eastbound and Westbound lanes of the highway are guaranteed. By monitoring the dam year-round, we would be able to address and mitigate any issues before they become major problems.

Current access is with two ATVs (4-wheelers) that are both reaching the end of their service life. Access with a 4wd truck is possible in the dry months, but it’s hard on the trucks and extremely slow, increasing labor costs as well as vehicle repair costs. The Pioneer is built specifically for utilitarian field work or similar “rough road” applications that need more robust suspension and flexibility. It also has a cargo bed and seating for five which will allow us to be more efficient when performing maintenance on the watershed. Cost of Honda Pioneer UTV: \$22,794.00

BOARD DIRECTION:

Approve the purchase of the Pioneer UTV at \$22,794.00



Davis Service Center, Inc

Honda Yamaha KTM Kawasaki Suzuki

2380 East Main Street
Montrose, CO 81401
www.davisservicecenter.com

Ph: 970-249-8161
Fax: 970-249-8430
1-800-551-1107

April 10, 2023

QUOTE VALID UNTIL EXISTING INVENTORY IS SOLD-OUT

To: Brian Flenniken
Town of Palisade, Colorado
Phone: 720-862-5213
E-mail: bflenniken@townofpalisade.org

From: Brett Connelly-GSA/ Fleet Sales Manager
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YOUR PRICE

2023 Honda Pioneer 1000-5 Trail Edition 5-person
4x4 Utility Vehicle #SXS10M5DT-Pearl Orange color w/winch.....\$22,794.00
Delivery to Palisade, Colorado (if needed).....\$199.00

We are a veteran/ woman-owned, small business. We sell Honda, Kawasaki, Suzuki and Yamaha products and accessories under GSA contract #GS03F103DA. This quote is for one (1) 2023 Honda Pioneer 1000-5 Trail Edition 4x4 Utility Vehicle, and delivery to Palisade, Colorado if needed. This is the only 1000-5 Pioneer model we have, and this quote is valid until the models we have in inventory are sold-out. We do not have the ability to order product from Honda as needed, and our monthly allocations vary and we can only order the models Honda selects each order cycle. I have attached a copy of our Company information as well as specifications of the model we are quoting. Please call me if you have any questions or need additional information. Thank you, Brett Connelly-GSA/ Fleet Sales Manager.
Davis Service Center-Montrose, Colorado. (970) 249-8161.



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **April 25, 2023**

Presented By: **J Hawkinson, Town Manager**

Re: **Modify Scope of Work for DOLA Fiber Grant**

The Town has an opportunity to build out and own fiber to town parks and government buildings.

This project can be paid for under the existing grant with DOLA – Department of Local Affairs, which is paying to install the fiber middle mile and CNL system. The Town published a competitive bid for this work and entered into contract. Construction has started.

Owning the fiber allows the Town to work with any provider for services: Spectrum, Clearnetworx, Century Link, UNC, etc... and it also allows fiber to be brought into the parks.

DOLA has approved the request to modify the scope of work in the grant to include the construction of fiber to all the town parks and government buildings.

The cost of this project is still within the original amount the Town budgeted for the fiber project.

Total DOLA Grant & Town Match for Middle Mile & CNL Build-out: (DOLA 50% Match: \$406,993 Town 50% Match: \$406,993)	\$813,986
Contract for Middle Mile & CNL: (DOLA 50% Match: \$217,110 Town 50% Match \$217,110)	- \$434,220
Modify Grant Scope of Work- Fiber to Parks & Buildings: (DOLA 50% Match \$32,360 Town 50% Match \$32,360)	- \$64,721
<u>Total Unspent Budgeted Funds in Project with Scope Change:</u>	+ \$315,045

DOLA 50% unspent grant funds: \$157,522.50
Town 50% unspent budgeted funds: \$157,522.50

BOARD DIRECTION:

Give approval to the Mayor to send a letter requesting the Change of Scope to the DOLA fiber grant to include fiber build-out to all town parks and buildings.

Give direction to Town Manager to enter into contract for fiber build-out to town parks & buildings.

Fiber IRU Construction to Town Parks & Buildings

1000 megabytes = 1 gigabyte

Fiber provides gigabytes

Current System Megabytes with Coax/ Cable:

Up speed 10-30 megabytes

*Currently no internet in parks

Down speed 50-60 megabytes

Fiber IRU to Parks & Facilities:

Up speed 10 gigabytes (or 10,000 megabytes)

Down speed 10 gigabytes

