



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

November 12, 2024

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. **Tourism Advisory Board** – Wednesday, November 20, 2024, at 9:00 am
 2. **Planning Commission** – Tuesday, November 19, 2024, at 6:00 pm
 3. **Planning Commission** – Tuesday, December 3, 2024, at 6:00 pm
 4. **Board of Trustees**– Tuesday, December 10, 2024, at 6:00 pm
 5. **Tourism Advisory Board** – Wednesday, December 18, 2024, at 9:00 am
 - C. **TOWN HALL WILL BE CLOSED ON Thursday and Friday, November 28-29, 2024, in observance of THANKSGIVING.**
 - D. **PALISADE OLDE FASHIONED CHRISTMAS PARADE** will be on Friday, December 6, 2024, at 5:30 pm in downtown Palisade. The parade will follow the standard Town of Palisade parade route and street closures.
 - E. **PALISADE CHAMBER OF COMMERCE OLDE FASHIONED CHRISTMAS** will be on Saturday, December 7, 2024. For a complete list of events, please visit <https://palisadecoc.com/ofc/>.

VI. PRESENTATIONS

A. Palisade Chamber of Commerce Presentation

VII. TOWN MANAGER REPORT

A. Solomon Fence Modification Request

B. Chief Balke Grant Announcement

VIII. 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 – October 11, 2024 – November 1, 2024

B. Minutes

- Minutes from October 22, 2024, Regular Board of Trustees Meeting
- Minutes from November 5, 2024, Special Board of Trustees Meeting

C. Grand Valley Metropolitan Planning Organization Intergovernmental Agreement (IGA)

D. Grand Valley Transit Intergovernmental Agreement (IGA)

IX. PUBLIC HEARING I

The Board of Trustees for the Town of Palisade, Colorado, will consider three resolutions for the Budget for the Town of Palisade, Colorado, for the Calendar Year of 2025.

A. RESOLUTION 2024-28 – Budget Expenditures and Revenues

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Entire Town of Palisade, Colorado, for the Calendar Year Beginning on the First Day of January 2025 and Ending for the Calendar Year on the Last Day of December 2025.

B. RESOLUTION 2024-29 – Appropriating Sums to Various Funds

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Appropriating Sums of Money to the Various Funds in the Amounts of and for the Purpose Set Forth Below, for the Town of Palisade, Colorado, for the 2025 Budget

C. RESOLUTION 2024-30 – Budget Tax Levy

A Resolution of the Board of Trustees for the Town of Palisade, Colorado, Levying General Property Taxes for the Year 2024 to Help Defray the Costs of Government for the Town of Palisade, Colorado, for the 2025 Budget Year.

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

Approve, deny, or postpone (until December 10, 2024), to approve Resolutions 2024-26, 2024-27, and 2024-28 adopting the 2025 Town of Palisade Budget.

II. PUBLIC HEARING II

A. ORDINANCE 2024-08 - Proposed vacation of right-of-way along 311 W Third St & 307 W Third St

The Board of Trustees will consider Ordinance 2024-08 vacating a portion of right-of-way at the properties located at 307 and 311 W 3rd Street.

1. Staff Presentation
2. Applicant Presentation
3. Public Comment
4. Board Discussion
5. Applicant Closing Remarks
6. Decision - Motion, Second, and Rollcall Vote to:

Approve, deny, or postpone (until December 10, 2024), Ordinance 2024-08 vacating a portion of public right-of-way located north of the property 311 W Third St. (Parcel # 2937-092-44-001) and northwest of the property 307 W Third St. (Parcel # 2937-092-44-002) as presented / as amended.

III. NEW BUSINESS

A. Reimbursement Agreement between Grand Valley Irrigation Company (GVIC) and the Town of Palisade

The Board of Trustees will consider an agreement with Grand Valley Irrigation Company (GVIC) to reimburse costs or expenses, including staff time, for GVIC to review and develop documents in regard to the Grand Valley Mainline Canal alterations for the Palisade Sewer Transfer Project.

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

Approve, deny, or postpone (until December 10, 2024), an agreement with Grand Valley Irrigation Company (GVIC) to reimburse costs or expenses, including staff time, for GVIC to review and develop documents in regard to the Grand Valley Mainline Canal alterations for the Palisade Sewer Transfer Project as presented / as amended.

B. Resolution 2024-31 - Regional Transportation Office Resolution for Public Safety Action Plan

The Board of Trustees will consider Resolution 2024-31 supporting the Mesa County Safety Action Plan.

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

Approve, deny, or postpone (until December 10, 2024), Resolution 2024-31 supporting the Mesa County Safety Action plan.

C. Irrigation Shares Purchase

The Board of Trustees will consider directing the Town Manager to purchase irrigation shares for Riverbend Park from Grand Valley Irrigation Company.

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

Approve, deny, or postpone (until December 10, 2024), directing the Town Manager to purchase 16 additional irrigation shares from Grand Valley Irrigation Company for an amount not to exceed \$64,000.00.

D. Contract For Information Technology Services

The Board of Trustees will consider directing the Town Manager to enter into a contract for Information Technology (IT) Services for the Town of Palisade.

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

Approve, deny, or postpone (until December 10, 2024), directing the Town Manager to enter into a contract with ForgeTech Professionals, LLC for Information Technology Services.

IV. 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.*

V. COMMITTEE REPORTS

VI. ADJOURNMENT



PALISADE BOARD OF TRUSTEES

Staff Report

Meeting Date: November 12, 2024
Department: Fire Department
Department Director: Charles K. Balke, Fire Chief

Comments from the Fire Chief

2024 has been an active year as we continue to make improvements in staffing, training levels, apparatus, equipment, etc. I cannot speak highly enough of our members and their desire to do the right thing for our community. While we have lost members to other agencies as they follow career opportunities, those that have remained have put in a significant amount of time focused on improving our capabilities. We still have gaps we need to fill and overcome, but I am confident we are on the right path.

I also would like to thank our Board of Trustees, the Town Administrator and Department Directors for their support over the past two years. Your support and commitment to the community and staff has been a significant factor in the success of the Palisade Fire Department.

Administrative Update

- I'm excited to we have been awarded the "Staffing for Adequate Fire and Emergency Response" (SAFER) Grant, aimed at supporting volunteer/combination fire departments in rural Colorado. The Palisade Fire Department combined with eight other rural Colorado fire agencies on this grant project.
- The 2025 Budget preparation has been the highest priority of my time. Based on our justifications I feel the fire department is in a good position for 2025.
- I have had a meeting with the Board President for the Mesa County Fire Authority about the potential for a partnership due to the impending departure of their Fire Chief. I have created a draft proposal for what this might involve.
- Clifton Fire Protection District has contacted Town of Palisade and Palisade Rural Fire Protection District Administration to arrange a meeting to discuss mutual aid. The staff is currently pulling our own data in preparation for this meeting.

Personnel Update

- Lieutenant Cindy Lee has returned from Light Duty status. She will tentatively start her Paramedic protocolling in mid-December.
- Firefighter Crystal Nelson has returned from medical leave to light duty status and will be assisting in administrative duties.
- Charisse Swetnam began her protocol rides with Red Crew under Lieutenant Josh Dittebrand and had a successful first meeting. She is anticipated to be released to unsupervised probation in January.

Training Update

- The School District 51 High School Fire/EMS Academy continues with several of our personnel assisting with their training. We continue to have 10 students
- We are sending three people to the NIMS 300 Course to aid in their career advancement.
-
- Two of our three probationary members have completed the EMT course with the third completing in December.
- We had three members attend the IV Training course.

Apparatus/Equipment Update

- We are still waiting for delivery of our new Brush Truck. I have been in contact with the dealer and have been assured that we will have delivery by November 15, 2024.

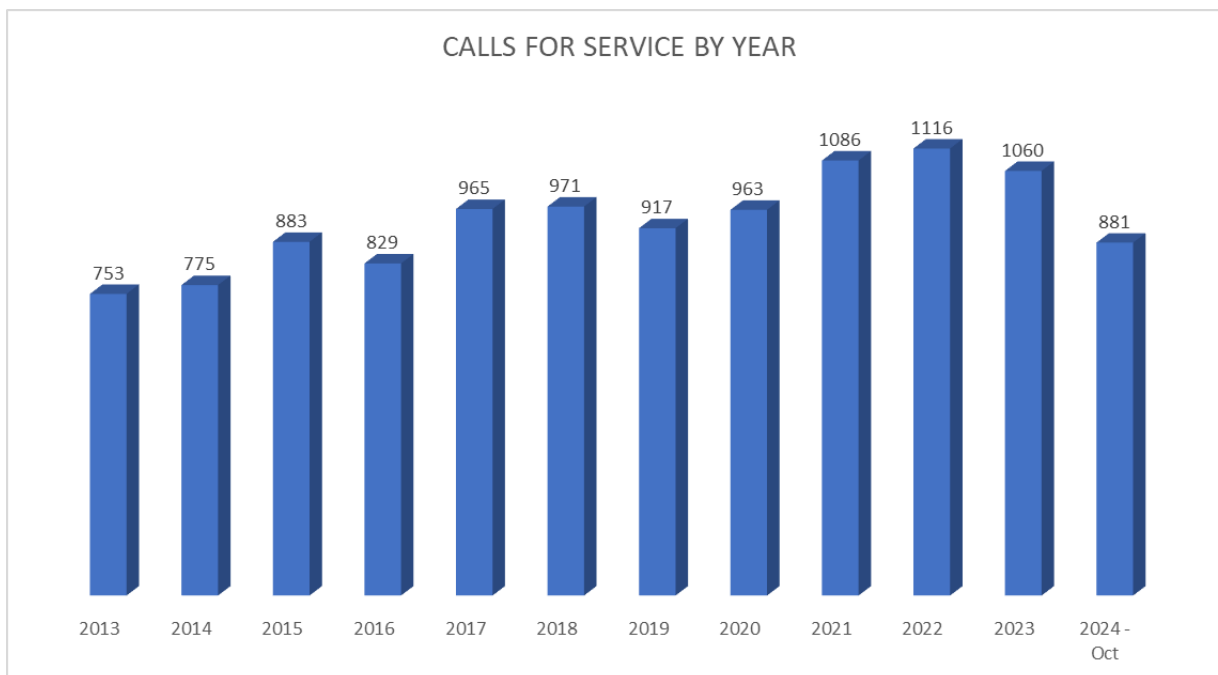
Miscellaneous

- Palisade Trick-or-Treat Street went very well this year. We have six of our staff along with four of our High School Academy members participate this year.
- We are currently planning for the 2024 Holiday Party which will be held in December. Invitations will go out soon.
- We are currently planning for the 2024 Awards and Badge Pinning which will be held in January.

Operations

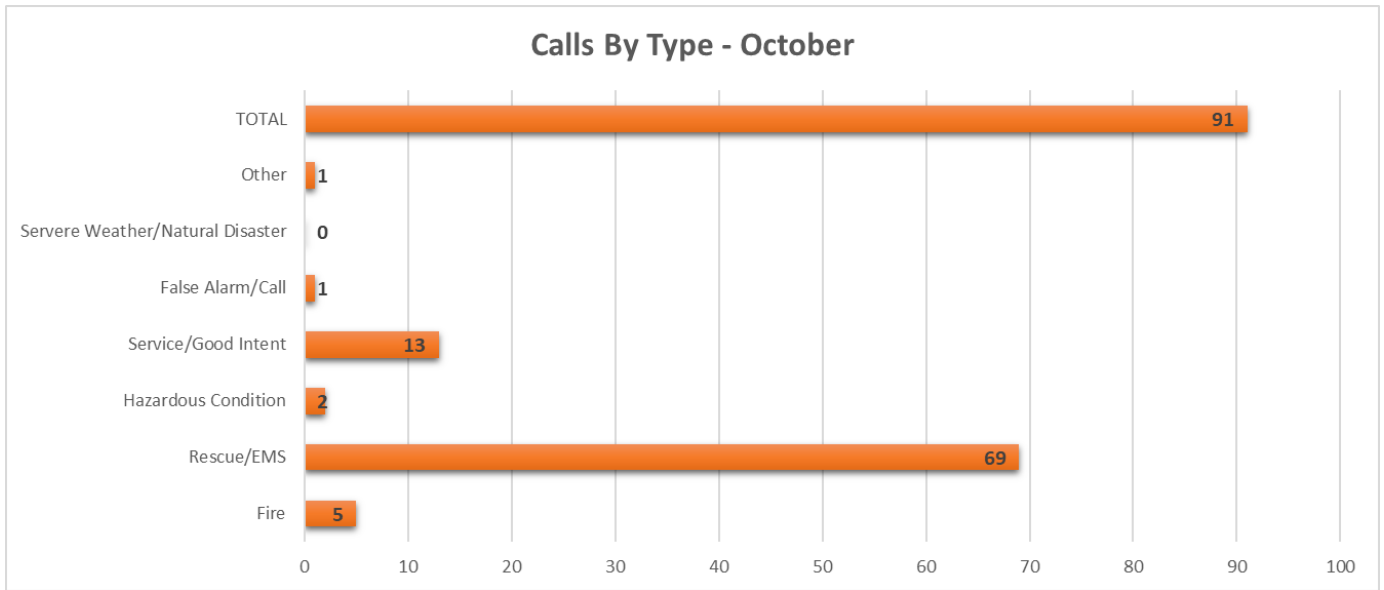
For the month of October 2024, the Palisade Fire Department responded to 91 calls. This is a increase of 2 calls compared to the same timeframe last year. For the year 2024 through the end of October we responded to 881 calls for service which is a decrease 48 calls from 2023.

Calls for Service to Date

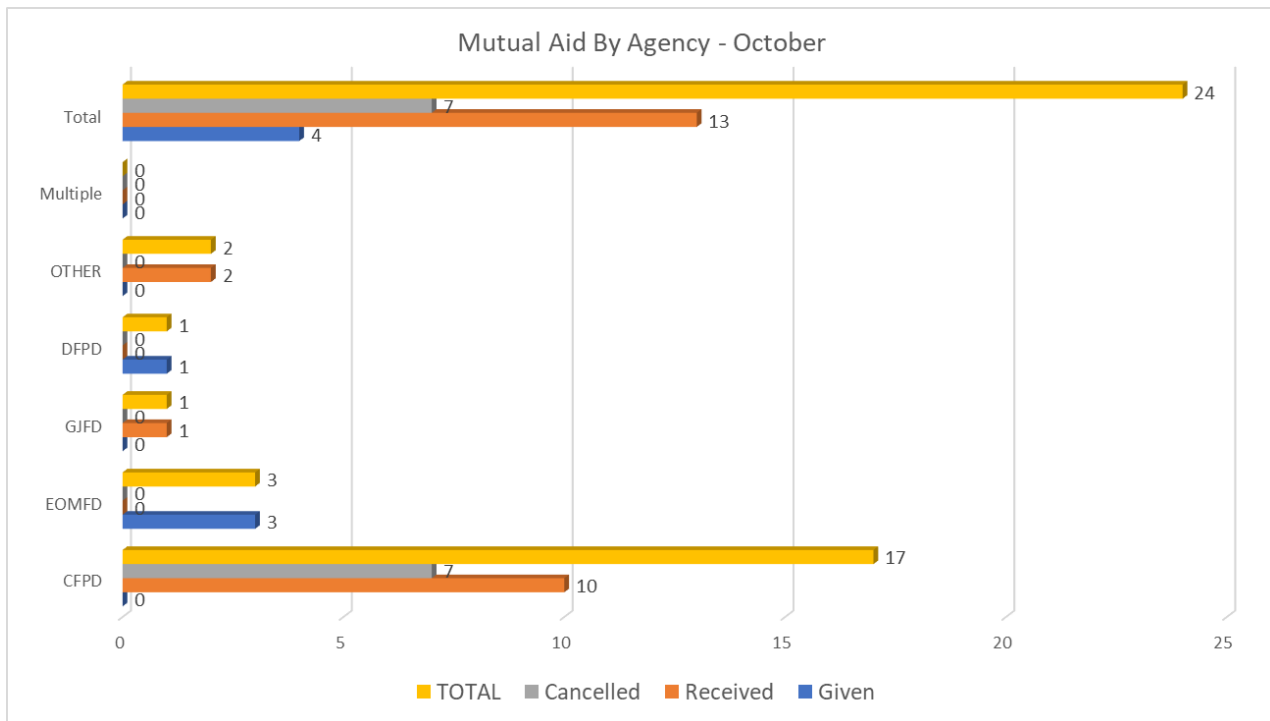


Monthly Call Breakdown

Call By Type



Mutual Aid By Agency



Ambulance Billing through May 2024

Year	Billings	Payments Credits	Contractual Allowance	Refunds	Write-Offs	Outstanding	Balance Forward
2017	\$ 631,921.80	\$ (213,357.11)	\$ (398,116.64)	\$ 256.06	\$ (36,017.67)	\$ (15,313.56)	\$ 179,237.95
2018	\$ 582,418.60	\$ (217,279.97)	\$ (362,960.14)	\$ 879.86	\$ (39,623.48)	\$ (36,565.13)	\$ 148,431.75
2019	\$ 515,174.60	\$ (84,477.29)	\$ (325,935.08)	\$ 1,085.73	\$ (42,756.21)	\$ 63,091.75	\$ 193,012.69
2020	\$ 568,215.80	\$ (91,664.10)	\$ (267,219.73)	\$ 541.78	\$ (58,461.45)	\$ 151,412.30	\$ 353,530.33
2021	\$ 724,256.60	\$ (281,649.57)	\$ (413,046.03)	\$ 490.26	\$ (50,578.48)	\$ (20,527.22)	\$ 343,377.79
2022	\$ 719,057.40	\$ (264,960.78)	\$ (571,554.07)	\$ 1,875.96	\$ (97,922.41)	\$ (213,503.90)	\$ 114,292.26
2023	\$ 729,525.40	\$ (281,269.83)	\$ (422,446.10)	\$ 1,992.37	\$ (41,511.71)	\$ (13,709.87)	\$ 154,211.01
2024	\$ 571,534.50	\$ (205,688.54)	\$ (306,815.54)	\$ 650.16	\$ (39,275.99)	\$ 20,404.59	\$ 150,956.25
2-year Average	\$ 724,291.40	\$ (273,115.31)	\$ (497,000.09)	\$ 1,934.17	\$ (69,717.06)	\$ (113,606.89)	\$ 134,251.64
5 year Average	\$ 651,245.96	\$ (200,804.31)	\$ (400,040.20)	\$ 1,197.22	\$ (58,246.05)	\$ (6,647.39)	\$ 231,684.82
Monthly Average	\$ 95,255.75	\$ (34,281.42)	\$ (51,135.92)	\$ 108.36	\$ (6,546.00)	\$ 3,400.77	\$ 25,159.38
Year End Projection	\$ 1,143,069.00	\$ (411,377.08)	\$ (613,631.08)	\$ 1,300.32	\$ (78,551.98)	\$ 40,809.18	\$ 301,912.50



PALISADE BOARD OF TRUSTEES Staff Report

Meeting Date: November 12th, 2024

Department: Police Department

Department Director: Jesse James Stanford, Chief of Police

Stats for October 2024:

- The month of October had 291 Calls for service, 27 less than last month, which is about the same as last year. However, we had two significant cases, a shooting and an ATM burglary. We have seen a significant increase in calls for service over the past years and this has been noticed and has increased the workload for officers within the department. Total CFS in 2024, 3457 this is 450 more than last year. This is a significant increase over last year with far more serious events

Grand Junction Regional Communication Center:

The following information is a summary for the month of October 2024. For October 2024 the police department is down calls for service by 7% compared to the same month in 2023. Year to date we are up 16% calls for service compared to the same time in 2023. For the month of October police response time for emergency calls for service is 6 minutes and 1 second from dispatched to arrival. This response time is faster than some of the other law enforcement agencies in the valley and this has a lot to do with emergency drive time is shorter in and around Palisade. The other agencies have some impressive response times as well. Additional law enforcement data is available for the Board of Trustees please reach out to my office if you desire.

Reports and Summons:

Case Reports 23
Supplement Reports 7

Arrests

21 arrests

Traffic:

40 traffic citations were issued this month.

Training:

- All officers attended in-house training on multiple different topics regarding legal updates and casework.

Investigations:

- PPD investigations has been working diligently on multiple cases including the recent Arson/Homicide, the shooting incident, and ATM burglary at Grand Valley Bank.

Significant Events:

- PPD was dispatched to a shooting in the 300 block of W 3rd Steet, this has been a long and complex investigation that will take some time to complete. At this time 2 people have been arrested for this and more are coming.
- PPD was dispatched to a burglary alarm and an ATM at Grand Valley National Back was knocked over and a significant sum of money was stolen from it. An investigation is ongoing.
- The agency also continues to grow and build a better foundation for operations with the talented staff we have. We are building policies and procedures to better handle and accommodate the needs of the town and agency.
- Palisade PD lost Officer Higgins and have been actively recruiting for the last few months with minimal results, to date we have had one applicant since July that was determined to be not suitable.

Palisade Code Compliance Statistics Report: October 2024

Open issues before October: 12

October issues: 11

- PMC Sec. 7-92 Weeds: 3
- Code Compliance Referral No issue: 2
- LDC Sec. 4-08 Planning clearance needed: 1
- LDC Sec. 10.05 Excessive lighting: 2
- LDC Sec. 10.10 Prohibited sign: 1
- LDC Sec. 10.10G Vegetation obscuring sign: 1
- Towed Vehicle: 1

Total October issues: 23

Closed issues in October: 11

Open issues at end of October: 12

Issues Year to Date: 133

Message from Chief Jesse James Stanford:

As the chief of police, I am always thankful for the continuous support from the community and board of trustees as well as the town manager. The police department has had significant case investigations of late which require many additional hours of investigation and requires assistance from our partners in our law community specifically Colorado Bureau of Investigation, Mesa County Sheriff's Office, District Attorney's Office Investigators, and many other agencies for that matter. The police staff are dedicated to our service and dedicated to protecting all who reside and visit our great community. Currently we are down one full-time police officer position and applications for this position have been minimal, but we are working on strategies to improve our recruiting and equally as important our staff retention moving forward. Community, Courage and Compassion will be the driving force to our success as a police department. Thank you all!



PALISADE BOARD OF TRUSTEES

Meeting Date: November 12, 2024

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 – October 11, 2024 - November 1, 2024

B. Minutes

- Minutes from October 22, 2024, Regular Board of Trustees Meeting
- Minutes from November 5, 2024, Special Board of Trustees Meeting

C. Grand Valley Metropolitan Planning Organization Intergovernmental Agreement (IGA)

D. Grand Valley Transit Intergovernmental Agreement (IGA)



PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: November 12, 2024

Presented By: Janet Hawkinson, Town Manager and Gregg Mueller, Finance Director

Department: Resolutions 2024-28, 2024-29, 2024-30

SUMMARY:

These resolutions are for the Board to approve the 2025 budget as presented by the Town Manager and the Finance Director. These resolutions are summaries of the revenues and expenditures in the proposed 2025 budget, an appropriation to use resources from each fund in the furtherance of Town business and in the interest of the public, and an authorization to the Mesa County Treasurer to collect property taxes on the Town's behalf.

BOARD DIRECTION:

Approve Resolutions 2024-28, 2024-29, and 2024-30

**TOWN OF PALISADE, COLORADO
RESOLUTION 2024-28**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE ENTIRE TOWN OF PALISADE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING FOR THE CALENDAR YEAR ON THE LAST DAY OF DECEMBER 2025.

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

WHEREAS, upon due and proper notice, published in accordance with C.R.S. 29-1-106, said proposed budget was open for inspection by the public at the Town Hall as a designated location, a public hearing was held on November 12, 2024, and interested electors were given the opportunity to file and/or register any objections to said proposed budget, and,

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

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

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

General Fund	6,829,386
Utilities Fund	666,782
Tourism Fund	90,000
Water Fund	1,616,001
Conservation Trust Fund	0
Solid Waste Fund	299,529
Capital Projects Fund	3,605,000
Total Expenditures	\$13,106,698

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

<u>General Fund</u>	
Taxes	\$5,450,000
Other Sources	1,822,450
Fund Balance	(443,064)
Total Revenues	\$6,829,386

<u>Utilities Fund</u>	
Fees	\$1,300,000
Fund Balance	<u>(633,218)</u>
Total Revenues	\$666,782

<u>Tourism Fund</u>	
Lodging Fees	\$100,000
Fund Balance	<u>(10,000)</u>
Total Revenues	\$90,000

<u>Water Fund</u>	
Fees	\$1,176,000
Fund Balance	<u>482,001</u>
Total Revenues	\$1,616,001

<u>Conservation Trust Fund</u>	
Lottery Funds	\$26,000
Fund Balance	<u>(26,000)</u>
Total Revenues	\$0

<u>Solid Waste Fund</u>	
Fees	\$284,800
Fund Balance	<u>14,729</u>
Total Revenues	\$299,529

<u>Capital Projects Fund</u>	
General Fund Transfer	\$1,426,000
Water Fund Transfer	359,000
Grant Revenue	<u>1,820,000</u>
Total Revenues	3,605,000

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

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

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

ADOPTED AND APPROVED this 12th Day of November 2024

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

Greg Mikolai, Mayor

Attest:

Keli Frasier, CMC
Town Clerk

**TOWN OF PALISADE, COLORADO
RESOLUTION 2024-29**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS OF AND FOR THE PURPOSE SET FORTH BELOW, FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2025 BUDGET.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on November 12, 2024 and

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

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

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

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

General Fund	
Expenditures	<u>\$6,829,386</u>
Total General Fund	\$6,829,386
Utilities Fund	
Expenditures	<u>\$666,782</u>
Total Utility Fund	\$666,782
Tourism Fund	
Expenditures	<u>\$90,000</u>
Total Tourism Fund	\$90,000
Water Fund	
Expenditures	<u>\$1,616,001</u>
Total Water Fund	\$1,616,001
Conservation Trust Fund	
Expenditures	<u>\$0</u>
Total Conservation Trust	\$0
Solid Waste Fund	
Expenditures	<u>\$299,529</u>
Total Solid Waste Fund	\$299,529

Capital Projects Fund	
Expenditures	<u>\$3,605,000</u>
Total Capital Projects	
Fund	\$3,605,000

ADOPTED and APPROVED this 12th day of November, 2024.

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

Greg Mikolai, Mayor

Attest:

Keli Frasier, CMC
Town Clerk

**TOWN OF PALISADE, COLORADO
RESOLUTION NO 2024-30**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PALISADE, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on November 12, 2024; and

WHEREAS, the amount of money necessary to balance the budget for general operating expenses and capital outlay is \$695,574; and

WHEREAS, the 2024 valuation for assessment for the Town of Palisade as certified by the County Assessor is \$39,747,090.

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

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

SECTION 2. For the purpose of meeting all general operating expenses and capital outlay of the Town of Palisade during 2025 budget year, there is hereby levied a mill levy of **17.5** mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2024.

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

ADOPTED AND APPROVED THIS 12th DAY OF NOVEMBER, 2024.

By Town of Palisade, Mesa County, State of Colorado

Greg Mikolai, Mayor

Attest:

**Keli Frasier, CMC
Town Clerk**



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: November 12, 2024

Presented By: Devan Aziz, Community Development Director

Department: Community Development & Planning, Town Manager, Town Attorney

Re: Ordinance 2024-08 - Vacation of Right-Of-Way Request

SUBJECT:
Public Hearing Vacation of Right-Of-Way

SUMMARY:
The Town has received an application to vacate 6,581 square feet of public right-of-way located north of 311 W Third Street (Parcel #2937-092-44-001) and northwest of 307 W Third Street (Parcel #2937-092-44-002). The applicant plans to construct a two-level, 9-room motel called "Two Bottles Inn Motel" at 311 W Third Street. The proposed development would utilize the vacated right-of-way area for their building, with parking accessed from the alley.

PROJECT DETAILS

- Total Area to be Vacated: 6,581 sq. ft.
- Total Perimeter: 708 feet
- Current Use: Undeveloped dirt lot and vacant building
- Proposed Use: Two-level motel with 12 parking spaces
- Location: Town Center zoning district

DIRECTION:
Motion, Second, and Rollcall Vote to: (Approve, Deny, or Continue) Ordinance 2024-08 vacating a portion of public right-of-way located north of the property 311 W Third St. (Parcel # 2937-092-44-001) and north west of the property 307 W Third St. (Parcel # 2937-092-44-002).



**PALISADE PLANNING COMMISSION
STAFF REPORT
VACATION OF RIGHT-OF-WAY (ROW)**

Meeting Date: November 12, 2024

Presented By: Devan Aziz, Community Development Director

Department: Community Development - Attorney

Re: ORDINANCE 2024-08 Application for the vacation of a portion of public right-of-way located north of the property 311 W Third St. (Parcel # 2937-092-44-001) and north west of the property 307 W Third ST. (Parcel # 2937-092-44-002)

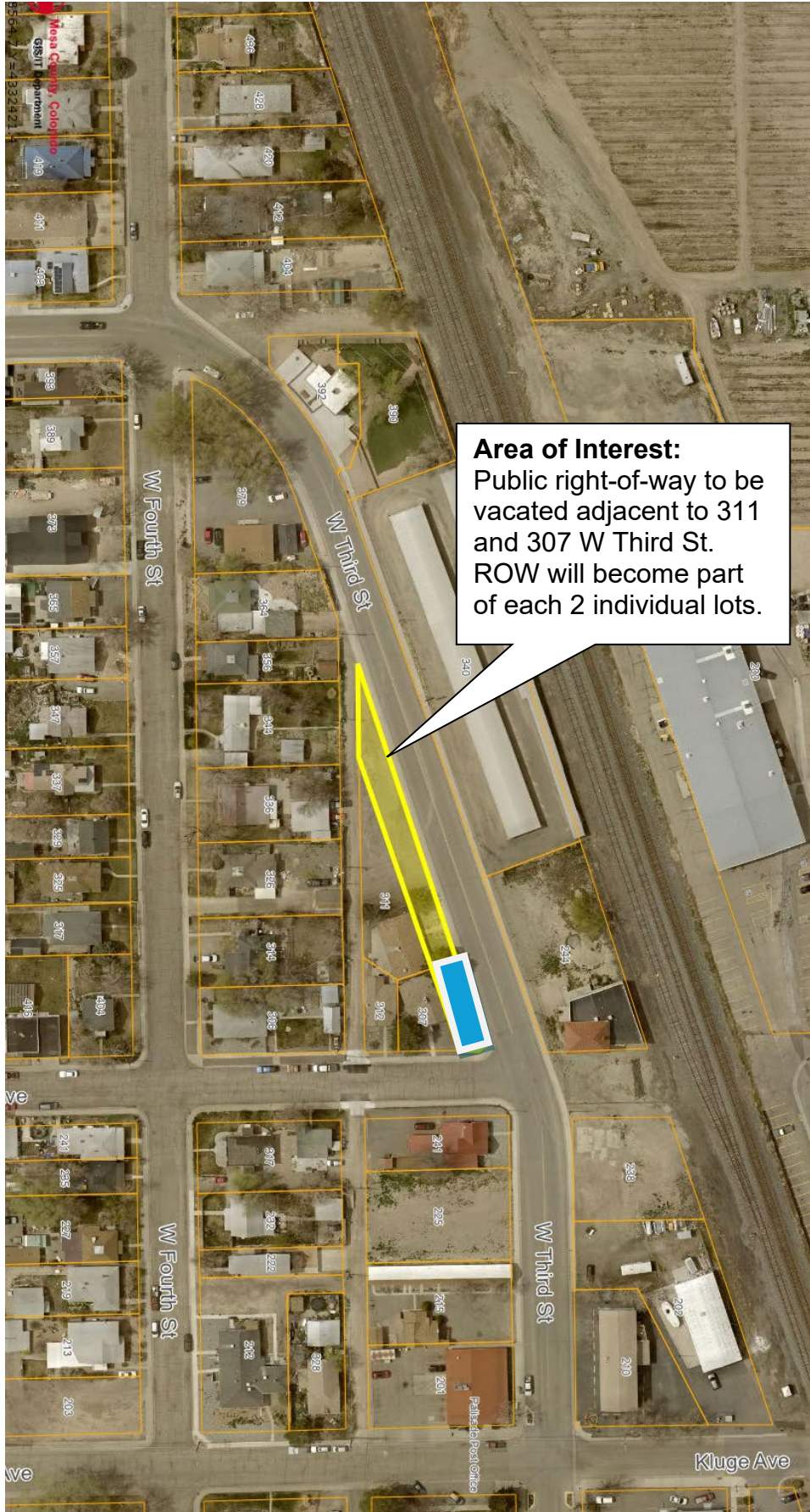
APPLICATION SUMMARY:

The Town of Palisade received an application to vacate a portion of a public right-of-way. The owner of the property at 311 W Third Street (Parcel # 2937-092-44-001) is requesting the vacation of a portion of a public right-of-way located north of the property 311 W Third St. (Parcel # 2937-092-034-001) also affecting 307 W Third St. (Parcel # 2937-092-44-002) in Palisade, CO's Town Center zoning district. If vacated the land is added to each 2 individual lots that border the ROW.

The total perimeter to be vacated is 708 feet, and the area to be vacated is 6,581 sq. ft. The applicant intends to construct a two-level motel with 10 rooms, 1 room has a full time live in manager of the motel. The name is "Two Bottles Inn Motel" at 311 W 3rd St. The stated goal is to improve property use and increase lodging options in the Town Center. The design incorporates construction on the current right of way adjacent to 311 W 3rd St., with parking for all units planned for the south and southeast portions of the parcel accessed by the alleyway.

The applicant contends that the project would improve the current dirt lot to its highest and best use, as the Town reportedly has no plans to widen W 3rd St. The design features eco-friendly landscaping, 12 parking spots accessible from the alley, on-site management facilities, and compliance with local development codes. The street-facing design includes building patios at the setback limit and outdoor seating to create a buffer between the street and the building. The applicant asserts that this plan would provide safer parking options by moving access from W 3rd St. to the alley, while also reducing street congestion and promoting walkability in the town center. It is not desirable to have perpendicular parking lining a street where cars pull over sidewalks and back into traffic.

The application was presented to the Planning Commission on November 5, 2024. Planning Commission was asked to determine if vacating the public right-of-way was the in the best interest of the land use and if it complied with the approval criteria for vacating a public right-of-way. Planning Commission voted to recommend approval of Ordinance 2024-08 with a vote of 4-3.



Area of Interest:
Public right-of-way to be vacated adjacent to 311 and 307 W Third St.
ROW will become part of each 2 individual lots.

Mesa County Colorado
GIS/IT Department
81547-4332421

ve

ve

Palmer Post Office

Kluge Ave

Street view of public right-of-way from Peach & Third



Street view of public right-of way from Third St West bound



Town of Palisade Land Development Code Section 4.17 Vacation of Right-of-Way or Public Easement

Section 4.17.E Approval Criteria

No vacation may be approved by the Town Board unless all of the following criteria are satisfied:

1. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the Town;

The community sentiment towards hotels and additional development in Palisade, as reflected in the 2022 Comprehensive Plan public comments, appears mixed with a leaning towards caution regarding growth. While there's recognition of the need for economic diversification, many emphasize the importance of prioritizing businesses that serve local residents. The comments suggest that any proposals for new hotels or similar developments would need to carefully consider these community sentiments and address concerns about preserving the town's unique qualities.

2. No parcel shall be landlocked as a result as a result of the vacation;

No parcel will be landlocked as a result of the vacation of the public right-of-way.

3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

Vacating this public right-of-way will not restrict access to any parcel, as this right-of-way is not currently utilized as an access to any property. This should not devalue any property surrounding this proposed vacation.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services);

The proposed vacation of the right-of-way is not expected to have adverse impacts on the health, safety, or welfare of the general community. The current right-of-way is not utilized for through traffic, and its vacation should not affect emergency vehicle access or circulation. The proposed development plans to improve the area with eco-friendly landscaping and safer parking options accessed from the alley, potentially enhancing pedestrian safety along W 3rd St. No reduction in public services is anticipated as a result of this vacation.

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in this LDC; and

The proposed vacation of the right-of-way is not expected to inhibit the provision of adequate public facilities and services to any property as required by the Land Development Code. The area to be vacated is currently not utilized for through traffic or as a primary access point for any surrounding properties. The vacation does not appear to impact any current pedestrian pathways or sidewalks along W 3rd St. It's advisable to consider any potential long-term impacts on future public infrastructure improvements in the area as this vacation of right-of-way would significantly limit the scope of those projects. Historically and currently this property has not been used for any public activity. It has remained a dirt lot.

6. The proposal shall provide benefits to the Town such as reduced maintenance requirements, improved traffic circulation, etc.

The proposed vacation of the right-of-way may offer potential benefits to the Town of Palisade. If vacated, the current dirt lot would no longer require Town maintenance, potentially reducing associated costs. The proposal aims to develop an underutilized area in the Town Center zoning district, which could contribute to more efficient land use. The proposed motel (9 Short Term Rental Dwelling Units) will increase lodging options in the town, potentially impacting lodging tax, local business activity and pedestrian traffic in the downtown area. The project's plan to relocate parking to the south and southeast portions of the parcel, accessed from the alley, could influence parking patterns and traffic flow on W 3rd St which may have implications for local traffic management and upkeep of the alleyway. Additionally, the proposed landscaping along the current sidewalk may improve the streetscape's appearance.

Suggested motion:

I make a motion to [approve, deny, or continue] Ordinance 2024-08, vacating a portion of public right-of-way located north of the property 311 W Third St. (Parcel # 2937-092-44-001) and north west of the property of the property 307 W Third ST. (Parcel # 2937-092-44-002)

ATTACHMENTS:

**ROW Vacation & Legal Description
Applicant Letter of Intent**

2937-092-13-007

356 W FOURTH ST
2937-092-13-006

344 W FOURTH ST
2937-092-13-005

336 W FOURTH ST
2937-092-13-042

326 W FOURTH ST
2937-092-13-043

314 W FOURTH ST
2937-092-13-002

306 W FOURTH ST
2937-092-13-001

306 W FOURTH ST
2937-092-13-001

340 W THIRD ST
2937-092-34-005

244 W THIRD ST
2937-092-34-001

244 W TH
2937-092-

W Third St

Peach Ave

Length: 568.0 feet

311 W THIRD ST
2937-092-44-001

307 W THIRD ST
2937-092-44-002

307 W THIRD ST
2937-092-44-002

312 N PEACH AVE
2937-092-44-003

311 W Third St, LLC c/o Matthew High PO BOX 97514

Phoenix, AZ 85060

October 1st, 2024

Town of Palisade Planning Department 175 East Third St Palisade, CO 81526

LETTER OF INTENT

This Letter of Intent is in support of my request to vacate the right of way between W 3rd St. and the properties of 307 W 3rd St., Palisade, CO 81526 (PN: 2937-092-44-002) and 311 W 3rd St., Palisade, CO 81526 (PN: 2937-092-44-001) in the Town Center zoning district. The intentions of this project will be to construct a two-level motel named the Two Bottles Inn Motel on the property situated at 311 W 3rd St. in a prime Town Center location. This will significantly improve the current property use and create additional lodging in the center of town allowing for walkable accommodations to downtown. The design incorporates construction on the current right of way running adjacent to W 3rd St. allowing for a more modern aesthetic while incorporating parking for all of the units on the south and southeast portion of the parcel rather than on the current right of way.

Considerations in support of approval:

- 1) This project will improve the current right of way to its highest and best use for the town. The current right of way is a dirt lot that has been used as parking by both parcels and their commercial needs for several decades. The town has no intentions of extending W 3rd St. for additional lanes as it would immediately return back to two lanes before and after passing the two adjacent parcels listed.
- 2) The intention will be to incorporate ecofriendly landscaping along the current sidewalk running adjacent to W 3rd St. The lodging design will accommodate parking for all units behind the motel on the south and southeast portions of the parcel to remove automobile traffic, automobile parking and congestion from the town streets in favor of walkable access to town businesses and restaurants. As seen in the attached site plan, the motel has 12 parking spots accessible from the alley to the south of the property. This design will allow for safer parking options, rather than access directly from W 3rd St. as is currently being used. The site plan also has incorporated an onsite manager office and residence, onsite laundry/cleaning facilities, and adequate parking spaces meeting the Palisade Land Development Code requirements for a motel.
- 3) The intention would be to have the building patios at the setback limit from the street. The design incorporates patios and outdoor seating for the units to offer a buffer and effectively a complete street rather than appearing as a parking lot. 2

Approval Criteria

No vacation may be approved by the Town Board unless all of the following criteria are satisfied:

1. The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the Town; - *The vacation of right of way does not violate any of the aforementioned plans or policies.*
2. No parcel shall be landlocked as a result of the vacation; - *No parcels will be landlocked as both parcels will now extend out completely to 3rd Street.*
3. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

- The vacation of right of way will not result in additional restricted access for any parcels.

4. There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services); *- The vacation of right of way does not adversely impact health, safety or the general welfare of the community, nor does it impact the quality of public facilities or services. The vacation will allow for the land to reach its highest and best use.*

5. The provision of adequate public facilities and services shall not be inhibited to any property as required in this LDC; and *- The vacation of right of way does not inhibit any property from access to public facilities and services.*

6. The proposal shall provide benefits to the Town such as reduced maintenance requirements, improved traffic circulation, etc. *- The vacation of right of way will bring the current land under the maintenance and improvements of both parcel owners, reducing maintenance requirements of the town and will allow for higher and better use of the land for benefit of the town.*

Thank you for your consideration,

Matthew High

**TOWN OF PALISADE, COLORADO
ORDINANCE NO. 2024-08**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO
VACATING A PORTION OF THIRD STREET ADJACENT TO 311 AND
307 WEST THIRD STREET.**

WHEREAS, Section 31-15-702(1)(a)(I), CRS., and Section 43-2-303(1)(a), C.R.S., permit the Town of Palisade to vacate any platted or dedicated public street, road or other public way whether or not it has been used as such, following certain findings of fact; and

WHEREAS, Section 43-2-303, C.R.S., requires that public roadways and other public ways must be vacated by ordinance; and

WHEREAS, Mathew High (“Owner”) applied to the Town for the vacation of a portion of Third Street adjacent to 311 and 307 West Third Street shown and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Right-of-Way”); and

WHEREAS, Owner owns 311 West Third Street (Parcel # 2937-092-44-001) (“Owner’s Property”) which he intends to develop with a 9 unit motel with onsite management and the Right-of-Way restricts the development potential of Owner’s Property; and

WHEREAS, the Town supports the development of Owner’s Property to encourage economic development and activity in this area of the Town; and

WHEREAS, the Right-of-Way in front of 307 West Third Street (Parcel # 2937-092-44-002) is used as parking for that property and the vacation of the Right-of-Way in this location is a logical extension of Owner’s application; and

WHEREAS, public notice has been given as required by Section 3.08 of the Palisade Land Development Code for the vacation of the Right-of-Way; and

WHEREAS, said application was reviewed before the Planning Commission on November 5, 2024, as required by Article 4 of the Palisade Land Development Code; and

WHEREAS, the Planning Commission has recommended to the Board of Trustees that the Right-of-Way be vacated; and

WHEREAS, it has been determined by the Town of Palisade that the Right-of-Way is no longer of need to the Town.

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

Section 1. The Board of Trustees of the Town of Palisade adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

Section 2. Pursuant to C.R.S. §43-2-303, the Board of Trustees of the Town of Palisade hereby finds that the action of vacating the Right-of-Way shall not leave any land adjoining said property without an established road connecting said land with another established public road.

Section 3. The Right-of-Way shown and described on Exhibit A, subject to the conditions set forth in Section 4 below, is hereby vacated, and this vacated Right-of-Way shall merge with the Owner's Property and 307 West Third Street (Parcel # 2937-092-44-002) as provided by C.R.S. §42-3-302.

Section 4. The adoption of this Ordinance is expressly conditioned upon Owner's construction of a 9-unit motel with onsite management on Owner's Property for commercial purposes open to the public (the "Motel") and receipt of a certificate of occupancy by the deadline as set forth herein. Owner shall apply for a building permit for the Motel by December 31, 2025 and shall receive a certificate of occupancy within two years from the issuance of the building permit, at which time the Town Clerk shall file for record in the office of the Mesa County Clerk and Recorder a certified copy of this Ordinance making it effective pursuant to C.R.S. §42-3.303(2)(f). If Owner does not develop Owner's Property and apply for a building permit by December 31, 2025, or receive a Certificate of occupancy within two years from the issuance of the building permit, this Ordinance shall not be recorded and the approval of the vacation of the Right-of-Way shall expire and be null and void; provided, however, if Owner encounters unforeseen circumstances constructing the Motel on Owner's Property as a result of a force majeure event, such as, war, riots, fire, flood, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy or supplies, and acts of state or governmental action prohibiting or impeding Owner performing its obligations, the deadline to receive a certificate of occupancy may be extended by two additional years; provided further, this extension shall be strictly construed for the specific force majeure reasons stated herein and shall not apply to the deadline to apply for a building permit.

Section 5. Upon the issuance of a building permit for the development of Owner's Property, the Town hereby grants an exclusive license to Owner for its use of the Right-of-Way related to construction and development of Owner's Property. The license shall expire upon the first of the following to occur: (1) the recordation of this ordinance and the effective vacation of the Right-of-Way whereby the license merges with the Owner's ownership of the Right-of-Way, or (2) the expiration of the approval of the vacation of the Right-of-Way by owner not receiving a certificate of occupancy by the deadline set forth in Section 4, above. The Town agrees to cooperate with Owner and any reasonable request of Owner's contractor or lender to execute

documents or instruments to carry out the intent of this license to further the redevelopment of Owner's Property. During this license period, Owner agrees to indemnify, defend, and hold harmless the Town against any and all claims, liabilities, or demands whatsoever relating to or arising out of the use of the Right-of-Way, the construction on Owner's Property, or arising out of or related to this license.

Section 6. In executing this document, Owner waives all objections it may have over the final disposition of the Right-of-Way vacation and its merger pursuant to state statute, defects, if any, in the form of this document, the formalities for execution, or over the procedure, substance, and form of this Ordinance or resolutions adopting this document.

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 November 12, 2024.

TOWN OF PALISADE, COLORADO

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk

OWNER:

Mathew High

EXHIBIT A

Description of Vacated Right-Of-Way

The proposed right-of-way to be vacated is:

Lewis Subdivision NW ¼ Section 9, Township 11 South, Range 98 West 6th principal Meridian, Mesa County, Colorado.

Beginning at the western corner of Lot 1, then extending 269 feet northeast along the western side of Lot 1 and Lot 2 to the northeastern corner of Lot 2 at the Town of Palisade Peach Ave right-of-way;

Then 21 feet north from the northeastern corner of Lot 2 along the Town of Palisade Peach Ave right-of-way;

Then 345 feet southwest along the Town of Palisade W Third St. right-of-way;

Then 73 feet east along the Town of Palisade alley right-of-way.

The total perimeter to be vacated is 708 feet, and the area to be vacated is 6,581 sq. ft





PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: **November 12, 2024**

Presented By: **Peterson, Attorney - J Hawkinson, Manager**

Department: **Administration**

Re: **Reimbursement Agreement with Grand Valley Irrigation Canal Sewer Project**

SUBJECT:

GVIC has requested to enter into a reimbursement agreement to be compensated for costs reviewing the alignment of the sewer line that is aligned along the irrigation canal. The agreement is that reimbursement will not exceed \$20,000.

BOARD DIRECTION:

Give Direction to the Mayor to Sign Agreement with GVIC.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (Agreement) is dated this ____ day of _____, 2024 and is between the Grand Valley Irrigation Company, a Colorado nonprofit mutual irrigation company, whose address is 688 26 Road, Grand Junction, CO 81506 (GVIC) and the Town of Palisade, a statutory town, whose address is 175 East 3rd Street, Palisade, CO 81526 (Town). GVIC and the Town may collectively be referred to as the “Parties” or separately as a “Party.”

RECITALS:

- A. GVIC is the owner and operator of a system of irrigation canals situated in Mesa County, Colorado referred to herein as the “Canal System.”
- B. The Town seeks GVIC’s consent to alter a portion of the Canal System’s Grand Valley Mainline Canal in connection with the Town’s Sewer Transfer Project # N-23-029 (Project).
- C. Prior to giving its consent, GVIC requires the review and approval of the Town’s plans, designs, specifications, plats, and related engineering data, studies, drawings and technical reports (Plans) of the proposed Project on condition that the Town reimburses GVIC for reasonable costs or expenses (Costs) that GVIC incurs for such review and approval, including the internal administrative time of GVIC’s employees and the consulting fees GVIC pays or incurs to third party contractors to assist in the conduct of the review and to develop legal, engineering or other documents including, but not limited to, attorneys and engineers.

IN CONSIDERATION of the mutual promises below, the Parties agree as follows:

- 1. *Reimbursement Agreement.* The Town shall reimburse GVIC for any internal administrative costs of its employees and any consulting fees that GVIC pays or incurs to third parties for the purpose of reviewing the Plans and developing documents. Costs shall include, but are not limited to, fees charged to GVIC by attorneys, engineers, surveyors, land planners and other consultants engaged by GVIC according to their customary rates. The Town shall also reimburse GVIC for the internal administrative time of its directors and employees at the rate of \$75.00 for officers, board members, superintendent, and assistant superintendent, and \$55.00 for all other employees. At no point shall GVIC’s costs exceed \$20,000 without amendment to this Agreement. The Town shall pay GVIC’s invoices for Costs on or before thirty (30) calendar days following mailing of the invoice to the Town. All payments shall be made payable to “Grand Valley Irrigation Company” and be delivered to GVIC’s address as set forth above.
- 2. *Security Deposit.*
 - a. GVIC *does not* require a security deposit at this time. However, to secure GVIC in the reimbursement of its Costs, GVIC may require the Town to pay on demand a security deposit in an amount determined reasonable in GVIC’s discretion. This Agreement shall terminate at the option of GVIC in the event the Town fails or refuses to pay a security deposit if requested by GVIC.
 - b. The security deposit shall be held by GVIC in such account as GVIC determines

appropriate without segregating such funds and without interest accruing thereon. GVIC reserves the right to increase the security deposit by an amount that GVIC deems reasonable and appropriate should circumstances indicate. The balance of such deposit shall be reflected on each invoice provided to the Town.

- c. GVIC may apply, without notice to the Town, all, or any portion of the security deposit to the payment of any invoice for Costs in the event that the Town fails to pay the invoice within thirty (30) days of delivery of the invoice.
 - d. Upon termination of this Agreement, GVIC shall refund the security deposit to Town on condition that all of GVIC's invoices for Costs have been paid; provided, however, GVIC may retain such amount as it deems reasonable to pay any Costs that have been incurred but for which GVIC has not invoiced the Town.
3. *No Consent.* The Parties acknowledge and agree that all verbal discussions, written communication between them and the review and comment on the Plans is for the purpose of determining whether the Project is acceptable to the GVIC. Nothing contained in this Agreement is intended and shall not be construed to be or constitute the consent or agreement of GVIC to any alteration of the Canal System prior to execution of a formal construction agreement providing for the construction, installation, maintenance, and repair of the Project.
4. *No Warranty by GVIC.* Town acknowledges and agrees that any review and/or approval of the Plans by GVIC, including, but not limited to, the review of the same by any consultant engaged by GVIC for such purpose, is solely and only for the use and benefit of GVIC and is not intended and may not be construed as GVIC's or its consultant's warranty, certification, or representation that the Plans are accurate, free from material errors or defects, or are suitable for the Project. All errors, defects or omissions in the Plans are solely the responsibility of the Town. No verbal or written communication between the Parties shall be or constitute an admission against GVIC's or any consultant's interest, or a waiver by or estoppel of GVIC or its consultant to assert any legal claims, defenses, or other rights.
5. *No Alterations.* Unless or until the Parties execute a formal contract agreeing or consenting to an alteration of the Canal System incorporating construction terms and conditions and plans and specifications approved by GVIC, the Town shall not take or suffer any act or omission physically or legally altering the Canal System in any manner or cause an obstruction or hindrance of the operation, maintenance, and repair of the Canal System or the delivery of irrigation water to GVIC's shareholders.
6. *Termination.* This Agreement shall remain in effect until (a) the execution of a formal construction agreement incorporating GVIC's consent to the alteration of the Canal System and the construction terms, conditions, plans and specifications approved by GVIC for the Project, or (b) either Party gives five (5) days written notice of the termination of this Agreement to the other Party, or (c) the Town breaches the terms of this Agreement. The Town's obligation to reimburse GVIC for GVIC's Costs including Costs incurred to the date of termination shall remain in effect notwithstanding termination. On termination, any original plans, drawings, or diagrams shall be returned to the Party causing the same to be prepared provided the returning Party may keep a copy thereof. On condition that GVIC's Costs are fully paid, and subject to application of any security deposit under paragraph 2 above, GVIC will refund the remaining balance of any security deposit.

7. *Delivery and Notice.* All deliveries shall be to a Party's address set forth in the first paragraph of this Agreement. Delivery is deemed to occur either three (3) calendar days following the date of mailing of any invoice, notice, or payment in the United States Mail, postage prepaid, or immediately upon personal delivery to a Party.
8. *Miscellaneous.* This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors and representatives. This Agreement is intended to be the complete and integrated expression of the Parties' agreements regarding the subject matter of this Agreement, there being no other verbal or written agreements regarding the subject matter hereof.
9. *Agreement Subject to Appropriations.* To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Palisade Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

**Grand Valley Irrigation Company
a Colorado nonprofit mutual irrigation company**

By: _____
Sean T. Norris, President

Town of Palisade, a statutory town

By: _____
Greg Mikolai, Mayor



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: November 12, 2024

Presented By: Devan Aziz, Community Development Director

Department: Community Development & Planning

Re: Resolution 2024-31 - Mesa County Safety Action Plan

SUBJECT:
Adoption of Mesa County Safety Action Plan

SUMMARY:

The Mesa County Safety Action Plan identifies solutions to reduce fatalities and serious injuries (KSI's) on roads throughout the county. Between 2016-2022, 117 people lost their lives on the roads of Mesa County. The \$325,000 plan has been funded through a \$260,000 Safe Streets and Roads for All (SS4A) federal grant and \$65,000 in local matching funds from Palisade, Mesa County, Grand Junction, and Fruita. The Grand Valley Regional Transportation Committee (GVRTC) adopted the Mesa County Safety Action Plan on October 28, 2024.

The plan analyzes data and research to develop safety strategies for all transportation modes, focusing on both infrastructure and behavioral improvements. Implementation will be led by the Mesa County Regional Transportation Planning Office in partnership with local jurisdictions, including Palisade, Mesa County, Grand Junction, Fruita, Collbran, and DeBeque.

BOARD DIRECTION:

Move to approve or deny Resolution 2024-31 supporting the Mesa County Safety Action Plan.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2024-31**

A RESOLUTION OF COMMITMENT TO THE MESA COUNTY SAFETY ACTION PLAN.

WHEREAS, traffic crashes are among the leading causes of death and injury and between 2016-2022 there were 3 fatalities and 14 serious injury crashes on roads in and surrounding the Town of Palisade; and

WHEREAS, the life, safety, and health of the Town of Palisade’s residents, employees, and visitors are of utmost priority; and

WHEREAS, the Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program and funds regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries; and

WHEREAS, the Town of Palisade approved Resolution # 2022-13 on August 23, 2022 and entered into a joint Memorandum of Agreement with Mesa County, the City of Grand Junction, and the City of Fruita, in support of a FY 2022 SS4A Action Plan grant application; and

WHEREAS, the Mesa County Safety Action Plan was developed to meet the federal goals of a SS4A Action Plan which is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribal area, or region; and

WHEREAS, the Mesa County Safety Action Plan includes the federally required key components of a SS4A Action Plan for successful implementation: 1) a planning structure (the Regional Transportation Safety Task Force); 2) safety analysis; 3) robust engagement and collaboration with the public and stakeholders; 4) equity considerations; 5) policy and process changes; 6) identification of strategies and project selections; and 7) progress and transparency; and 8) this resolution serves as the leadership commitment from the Town of Palisade; and

WHEREAS, the Grand Valley Regional Transportation Committee (GVRTC) is the decision-making mechanism for the Regional Transportation Planning Office (RTPO) which represents all local governments within Mesa County, including Mesa County, the City of Grand Junction, the City of Fruita, and the Town of Palisade to meet federal and state transportation requirements and to speak with one “regional voice” approved Resolution # 2024-013 on October 28, 2024 recommending support of the Mesa County Safety Action Plan; and

WHEREAS, the Town of Palisade desires to implement this Mesa County Safety Action Plan where applicable in support of the RTPO; and

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

Section 1: The Town of Palisade adopts the Mesa County Safety Action Plan, subject to incorporation of final edits by the RTPO, attached hereto as Exhibit A and makes it part of this resolution.

Section 2: The Town of Palisade will continue to actively engage residents, businesses, and stakeholders in the implementation of the plan to foster a sense of shared responsibility for the safety of our roadways, ultimately leading to a reduction in fatalities and serious injuries.

Section 3: The Town of Palisade will have a seat on the RTPO led Regional Transportation Safety Task Force to implement the Mesa County Safety Action Plan and update the plan as new data and information become available. The RTPO will prioritize projects and strategies identified in the Mesa County Safety Action Plan in the Regional Transportation Plan (RTP) to ensure transportation funding is invested in projects that improve the safety of our roadways. While zero roadway deaths or serious injuries are desired, at this time, the Town of Palisade commits to undertake these efforts to reduce the combined number of roadway fatalities and serious injuries in Mesa County by 40 percent by 2050.

RESOLVED, APPROVED, and ADOPTED this 12th Day of November 2024.

TOWN OF PALISADE

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk



PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

Meeting Date: November 12, 2024

Presented By: T Ward, Parks Director, J Hawkinson, Manager

Department: Parks, Capital Projects

Re: Purchase of GVIC Irrigation Water Shares

SUMMARY:

The Grand Valley Irrigation Company has requested that the Town of Palisade purchase 16 additional shares of irrigation water for our drip irrigation expansion plans into the west end of the park. The expansion of the drip irrigation system will allow for riparian trees and shrubs to be planted in the west end of the park that currently does not have irrigation. Frequent watering is required in the summer months for new trees and shrubs to survive. Currently staff must manually water any new trees that are planted because a drip system is not in place for the west end. Over the past few auction cycles, irrigation shares have sold anywhere from \$1,000 to \$4,000 but seem to averaged about \$2,200 per share.

BOARD DIRECTION:

Direct the Town Manger to purchase 16 additional irrigation shares for Grand Valley Irrigation Company water not to exceed \$64,000.



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: November 12, 2024

Presented By: J Hawkinson – K Frasier – G Mueller

Department: Administration

Re: IT Company RFP Selection

SUBJECT:

The Town posted a Request for Proposals (RFP) for Information Technology (IT) companies to provide services to the Town government operations. The IT company manages IT security, 911 call service between Town, Mesa County and Grand Junction call center, daily back-up of all services from ordinances, billing to accounting, equipment management, help desk, continues upgrades with Microsoft Office.

The Town received 13 proposals. The selection committee interviewed 2 companies based on qualifications and price. The selection committee selected ForgeTech Professionals, LLC as the new IT company for the Town offices. The contract price reflects the monthly standard services. Other costs can be extended with addition of emails, upgrades to Windows 11, and other IT programming.

BOARD DIRECTION:

Give direction to the Town Manager to enter into contract with ForgeTech Professionals, LLC.

FORGETECH MANAGE SERVICE AGREEMENT

THIS MANAGE SERVICE AGREEMENT ("Agreement") is entered into on 12/1/2024 between ForgeTech Professionals, LLC, ("Provider") and TOWN OF PALISADE ("Client") and shall be effective as of 1/01/2025.

RECITALS

WHEREAS Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks included in **(ForgeTech's Advanced+ Service Stack)**.

WHEREAS Client desires to retain Provider to perform the Services set forth in this Agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

1. **Managed Workstations:**

- a. Proactive monitoring and maintenance of client workstations to ensure optimal performance and security.
- b. Patch management to keep operating systems and software up to date with the latest security patches and updates.
- c. Endpoint protection with antivirus (AV) and endpoint detection and response (EDR) solutions to prevent malware infections and detect advanced threats.
- d. User account management, including setup, modification, and deactivation as per client's requirements.
- e. Troubleshooting and resolution of workstation-related issues through remote assistance or onsite support as needed.

2. **Managed Servers:**

- a. Continuous monitoring of server hardware and software for performance, availability, and security.
- b. Regular maintenance tasks such as system updates, disk space management, and performance tuning.
- c. Configuration management to ensure servers are properly configured for optimal performance and security.
- d. Incident response and resolution for server-related issues, with escalation procedures for critical incidents.

3. **Managed Network:**

- a. Monitoring and management of network devices including routers, switches, firewalls, and wireless access points.
- b. Configuration and optimization of network settings for performance, security, and reliability.
- c. Implementation of security measures such as Firewall rules, intrusion detection/prevention systems, and VPN configurations.

4. **Remote Helpdesk and Software Patch Management:**

- a. Remote assistance and troubleshooting for user workstation.
- b. Automated patch management for operating systems, select applications, and firmware to ensure systems are up-to-date and secure.
- c. Regular patch deployment during scheduled maintenance windows to minimize disruption to business operations.

5. **AV and EDR:**

- a. Deployment and configuration of antivirus (AV) and endpoint detection and response (EDR) solutions on client devices.
- b. Continuous monitoring and threat detection to identify and block malicious activities in real-time.
- c. Security Operations Center (SOC) support integrated into the EDR section for comprehensive security coverage.

6. **Onsite Tech Support and After-Hours Emergency Support:**

- a. Provision of onsite technical support for issues that cannot be resolved remotely.
 - i. Allotted hours for the current contract have been set to 24 hours onsite per month, and onsite hours can be reviewed with ForgeTech and Point of Contact with the client. Additional hours can be allocated with a contract adjustment request.
 - ii. ForgeTech will conduct one weekly onsite visit, continuing this schedule until the client is comfortable and deems transitioning to an as-needed basis meets the organization's needs.
- b. Troubleshooting of issues that are urgent matters directly affecting public safety and or critical business functions.
- c. Best effort availability of on-call technicians for urgent support needs outside of regular business hours.

7. Privileged Access Management (PAM):

- a. Implementation of Privileged Access Management (PAM) solutions to control and monitor access to sensitive resources.
- b. Configuration of role-based access controls (RBAC) and just-in-time (JIT) access to reduce the risk of unauthorized access.
- c. Continuous monitoring and auditing of privileged user activities for compliance and security purposes.

8. Managed Email:

- a. Setup and configure email accounts on secure platforms like Microsoft 365 or Google Workspace.
- b. Troubleshooting of email delivery problems, connectivity issues, and client configuration.
- c. Assistance with password resets, account unlocks, and other user management tasks.

9. Vendor Collaboration for Network and Technology:

- a. Facilitate access to necessary systems and provide critical information to vendors for effective project execution and issue resolution.
- b. Collaborate with vendors on network and technology projects to ensure alignment with organizational goals and smooth operations.
- c. Ensure transparency in all communications and foster a collaborative environment for problem-solving and innovation.

10. Account management:

- a. Conducting yearly meetings to align IT strategies with business goals, discuss emerging technologies, and plan for future upgrades.
- b. Regular assessments of the client's network infrastructure to ensure optimal performance, security, and scalability.
- c. Developing strategies for timely replacement or upgrade of hardware to maintain efficiency and reliability.
- d. Assisting clients in creating and managing IT budgets, optimizing spending, and prioritizing investments based on business needs and technology trends.
- e. Providing guidance and support in purchasing IT assets such as hardware, software, and licenses, ensuring compatibility, cost-effectiveness, and compliance with industry standards.

Additional Services:

11. Local and Offsite Backups:

- a. Setup and configuration of local backup solutions for on-premises data protection.
- b. Implementation of offsite backup for data redundancy.
- c. Regular backup testing and validation to ensure data integrity and recoverability in the event of a disaster.
- d. (Note: Backup recovery projects are billed at a project rate)

12. Microsoft 365 Compliance Management and Configuration Backup

- a. Conduct a comprehensive assessment of the current Microsoft 365 environment. Identify compliance requirements and configuration backup needs.
- b. Install and configure compliance tools for Microsoft 365. Set up compliance policies and rules according to organizational requirements. Configure automated backup schedules for Microsoft 365 configurations.
- c. Monitor Microsoft 365 environment for compliance with established policies. Generate regular compliance reports and audits. Implement corrective actions for any compliance violations.
- d. Perform regular backups of Microsoft 365 configurations. Evaluate backup and restore procedures to ensure data integrity and availability.
- e. Generate detailed reports on compliance status and backup activities. Maintain documentation of all configurations, policies, and procedures. Provide regular updates to stakeholders on project progress and outcomes.
- f. Review and update compliance policies and backup strategies regularly. Implement best practices and lessons learned from ongoing operations.

13. Microsoft 365 User Backups

- a. Conduct a thorough assessment of the current Microsoft 365 environment. Identify backup requirements and data retention policies.
- b. Install and configure SaaS Protection for Microsoft 365. Set up backup schedules and retention policies according to organizational needs. Ensure secure access controls and permissions are in place.
- c. Perform regular backups of Microsoft 365 user data, including emails, OneDrive, SharePoint, and Teams. Monitor backup processes to ensure successful completion and data integrity. Implement automated alerts for backup failures or issues.
- d. Evaluate data recovery procedures to ensure quick and reliable restoration. Provide support for data recovery requests, including partial and full restores. Maintain documentation of recovery processes and procedures.
- e. Generate detailed reports on backup status, data integrity, and recovery activities. Maintain comprehensive documentation of all configurations, policies, and procedures.
- f. Review and update backup strategies and policies regularly. Implement best practices and lessons learned from ongoing operations.

14. **Third Party MFA (Multi Factor Authentication) Application**

- a. Various authentication methods including push notifications, biometrics (fingerprint and facial recognition), OTPs, hardware tokens, security keys (e.g., YubiKey), and SMS/voice passcodes.
- b. Seamless integration with major applications and custom apps, compatible with platforms such as Windows, macOS, Linux, iOS, and Android. Offers robust APIs for custom integrations and automation.
- c. Easy user enrollment via the mobile app with a user-friendly portal for managing authentication devices and settings. Integrates with existing directories like Active Directory and LDAP.
- d. Contextual policies based on user role, location, and device health, with dynamic risk assessment to adjust authentication requirements. Granular access policies to control access to resources.
- e. Continuous monitoring of authentication attempts and user activity, with detailed logs and reports for security audits. Ensures compliance with regulations like GDPR, HIPAA, and more. Industry-standard certifications for security and reliability.

15. **Security Awareness Training**

- a. Conduct simulated phishing attacks tailored to mimic real-world threats for employee testing and education. Provide reports on simulation results and employee responses.
- b. Offer engaging training modules on security risks, policies, and best practices, featuring video lessons, quizzes, and monthly updates on current threats.
- c. Schedule and automate phishing campaigns and training sessions up to a year in advance, with customized delivery and reporting.
- d. Provide a user-friendly portal for training access, with individual progress tracking, self-service scheduling, and analytics.
- e. Generate compliance reports and maintain audit logs to support regulatory and cyber insurance requirements.

16. **Password Manager**

- a. Store unlimited passwords, notes, cards, and identities with strong, unique password generation for all accounts. Autofill login credentials on websites and apps.
- b. Access vault from any device, with secure synchronization across desktops, mobile devices, and browsers using built-in encryption.
- c. Securely share passwords and sensitive information, organizing shared items into collections for streamlined management.
- d. Assign roles and permissions for access control, integrating with directories like Active Directory and LDAP for user management.
- e. Maintain detailed activity logs for compliance and audits, ensuring adherence to regulations like GDPR and HIPAA.

17. Dark Web Monitor and ID Protection

- a. Ongoing monitoring of dark web sources to identify and alert on compromised credentials related to your organization.
- b. Real-time alerts for exposed passwords, usernames, and other sensitive information to proactively address risks.
- c. Assistance with credential resets and protective measures if a breach is detected, reducing potential impact.
- d. Regular reporting on dark web findings, providing insights into any threats specific to your organization.

18. Cloud Detection and Response

- a. Advanced detection and response capabilities within cloud environments to secure against unauthorized access and data breaches.
- b. Real-time monitoring of cloud services to detect suspicious activity, such as unauthorized logins or abnormal data transfers backed by a 24/7 SOC.
- c. Automated response actions, including account lockouts and alert escalations, to contain and mitigate identified threats.
- d. Integration with cloud platforms like Microsoft 365 and Google Workspace to provide tailored threat protection for your environment.

19. Anti-Phishing Software

- a. Deployment of anti-phishing software to detect and block phishing attempts and email-based threats.
- b. Real-time filtering and analysis of incoming emails for phishing, malware, and impersonation attempts.
- c. User notifications with warning banners on suspicious emails, enabling staff to identify and avoid phishing risks.
- d. Regular reports on phishing threats and attempts, reinforcing awareness and proactive email security practices.

Project Work Exclusions:

20. While our proactive maintenance services cover a wide range of ongoing support and management tasks, it is important to note that net new projects are excluded and billed hourly. This distinction ensures that proactive maintenance projects, such as regular monitoring, updates, and optimizations, are comprehensively covered within our service agreement.

a. Net New Projects:

- i. Net new projects encompass initiatives that go beyond the scope of proactive maintenance, including infrastructure upgrades, migrations, and implementations.
- ii. Examples of net new projects include network redesigns, server migrations, and major hardware installations.
- iii. Hourly billing rates for project work will be communicated and agreed upon before the project begins.
- iv. All project work will be scoped, planned, and executed in coordination with the client to ensure alignment with their business goals and requirements.

ForgeTech SLA Target

This agreement outlines our commitment to providing responsive and reliable support services. The specified SLAs represent our best efforts to meet defined response times for critical, standard, and emergency support requests. While we strive to achieve these targets consistently, it is important to note that unforeseen circumstances or complexities may occasionally affect our ability to meet them. We pledge to prioritize and expedite all support requests, accordingly, aiming to provide timely assistance and minimize disruptions to your operations.

Response Time:

Critical Issues: Immediate response >1 hour

High Priority Issues: Response within 1 hour

Medium Priority Issues: Response within 4 hours

Low Priority Issues: Response within 8-24 hours

Resolution Time:

Critical Issues: Resolution within 4 hours (dependent on true severity)

High Priority Issues: Resolution within 1 business day

Medium Priority Issues: Resolution within 2-3 business days

Low Priority Issues: Resolution within 5 business days

Availability:

Standard Business Hours: Helpdesk available Monday to Friday, 8:00 AM to 5:00 PM

After Hours Support: Available Monday to Sunday, 24x7

After Hours Support: No SLA Guaranteed offered at a best effort with on call staff.

2. Price and Payment

Client will pay Provider for the Services (ForgeTech's Advanced+ Service Stack) at the price of \$75 per workstation a month, \$520 per server a month, \$7 per user a month. Price per Device & User (Workstation, Server) is subject to change as device & user count changes. Device count is based on devices with network access, and/or access to company-owned internal networks. User count is based on licensed email accounts.

Projects are outside of this managed agreement and will be billed separately per instance.

ForgeTech backup service is to be billed at a rate of \$7.50 per 500 GB of storage blocks.

Initial monthly recurring cost for managed services starting at \$8,814.75 a month.

Initial monthly recurring cost for Microsoft Licensing start at \$1,802.50 a month. Licenses count and cost are subject to change as costs are direct cost from vendor to client.

Client Signature _____

3. Term and Termination

This Agreement has an initial term of one (1) year. Unless terminated as provided herein, this Agreement will extend for a period of one (1) year and will automatically renew upon January (“Month”) of each year for successive one (1) year term. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for all the Services performed up to the date of termination.

Either party may terminate this Agreement at any time for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) business days prior written notice of the material breach, sufficiently detailed so that the nature of the alleged material breach is clear, and a reasonable opportunity to cure the breach. Termination for material breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the network's performance.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises, as necessary.

C. Client will, from time to time, purchase such software and hardware as may be necessary for the effective operation of its network. Provider may make suggestions as to the software and/or hardware it believes may be necessary to the effective operation of Client's network. Client is under no obligation, however, to purchase such software and/or hardware, nor to purchase such software and/or hardware from Provider.

D. Client will be responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.

E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of Client's Network Administrator or point of contact.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend after the termination of this Agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the party's gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no network system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of Client's network or data. Provider warrants that the Services will be provided skillfully and in conformity with prevailing industry standards. The client is responsible for implementing and monitoring appropriate operational and security procedures and making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will the Provider be liable for any loss of data that may occur, unless the cause of such loss of data is Provider's negligent or willful, wanton, malicious and/or intentional misconduct. The total liability of Provider for all claims of any kind arising as a result of or related to Provider's non-negligent performance under this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the twelve (12) month period preceding the date the claim arises. For purposes of this provision, "negligent" misconduct shall mean any performance of Services that does not meet the minimum standard of care and/or professionalism in the networking installation and maintenance industry.

8. Indemnification

It is hereby agreed and understood that neither party shall provide indemnification to the other party for any claims, damages, liabilities, expenses, or losses arising from any acts or omissions by either party or its representatives, including but not limited to its employees and agents. Each party shall be solely responsible for any damages or liabilities resulting from its own negligence or willful misconduct and shall bear the risk of loss associated therewith.

This provision, being an integral and substantial component of this agreement, is mutually acknowledged and agreed upon to extend its validity and enforceability for ninety (90) days after its termination or expiration.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Colorado. The arbitration will be held in Grand Junction, Colorado. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent authority.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to it. Both parties acknowledge they have not been induced to enter this Agreement by any representations or promises not specifically stated herein.

15. Data Security and Privacy:

a. Client will implement industry-standard security measures to protect their data, including encryption, and firewalls. b. In the event of a data breach, Client will promptly notify ForgeTech to take immediate steps to mitigate the breach. c. Client will cooperate fully with ForgeTech, regulatory authorities, and law enforcement in investigating and resolving the breach. d. Client will carry cyber liability insurance with coverage of at least [Reasonable Coverage Amount], specifically designed to address the fiscal impact of data breaches.

15.1. Client's Responsibilities in the Event of a Data Breach:

a. The client agrees to promptly inform ForgeTech of any suspected or confirmed data breaches on their end. b. The client will cooperate fully with ForgeTech in investigating and resolving any breach-related issues.

15.2. Data Restoration:

a. In the event of data loss due to a breach, ForgeTech will, to the best of its ability, work to restore lost or compromised data from available backups. b. ForgeTech is not liable for any data loss that occurs due to a breach if the client has failed to implement adequate backup and recovery measures as recommended by ForgeTech.

16. Changes and Additions:

a. Changes to the scope of services must be agreed on by both ForgeTech and the client in writing. b. Additional services will be billed at [Hourly/Daily/Project] agreed upon rates.

17. Payment and Billing Terms

- a) Billing Cycle:
 - i) ForgeTech shall issue invoices on the 15th of each month for services to be rendered in the subsequent month ("Billing Date").
- b) Payment Terms:
 - i) All invoices are due and payable within 30 days from the invoice date ("Due Date"), which effectively means payment is due by the 15th of the month during which the service is provided.
 - ii) This period shall be referred to as "Net 30 Days."
- c) Late Payment and Service Disruption:
 - i) If payment is not received by the last business day of the service month, ForgeTech reserves the right to suspend services until payment is remedied.
 - ii) A reminder will be issued when payment is overdue by 5 days, and should the payment not be forthcoming by the last business day of the service month, the disruption of service may commence without further notice.
- d) Service Reinstatement:
 - i) Upon receipt of full payment, ForgeTech will endeavor to reinstate services as swiftly as possible.
 - ii) ForgeTech will collaborate with the Client to explore any available options for payment arrangements to prevent future disruptions.
- e) Cancellation for Non-Payment:
 - i) Continuous failure to settle invoices by the specified Due Date may lead to the termination of the monthly service agreement.
 - ii) ForgeTech will provide a written notice of intent to cancel services due to non-payment, offering a grace period of 15 business days to rectify the situation before cancellation takes effect.
- f) Dispute of Charges:
 - i) Any disputes regarding invoice charges must be communicated in writing to ForgeTech within 15 days of the invoice date, after which all undisputed amounts must be paid as per the terms herein.
- g) Interest on Late Payments:
 - i) Any invoice not paid by the last business day of the service month will accrue interest at a rate of 2% per month compounded monthly, or the maximum allowed by law, whichever is less.

By signing below, the Client acknowledges and agrees to these billing and payment terms as part of the service agreement with ForgeTech.

18. Electronic Signatures:

a. The parties agree that electronic signatures shall have the same legal effect as handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Name: _____

Company: TOWN OF PALISADE

Client Signature: _____

ForgeTech Professionals, LLC
705 Sunset Mesa Road
Montrose, CO 81403

Provider Signature: *Tanner Hays*

Quote for Recurring Monthly Services



Quote

Quote Number: 1037

Payment Terms: Due upon receipt
Expiration Date: 12/31/2024

Quote Prepared For

Janet Hawkinson
Town of Palisade
175 East 3rd Street
P.O. Box 128
Palisade, CO 81526
United States
Phone:9704645602
jhawkinson@townofpalisade.org

Quote Prepared By

Edward G. Woods
ForgeTech Professionals LLC
705 Sunset Mesa Rd.
Montrose, Colorado 81403
United States
Phone:(970) 254-1668
Fax:
ewoods@forgetech.pro

Item#	Quantity	Item	Unit Price	Extended Price
Monthly Items				
1)	65	FTP Advanced+ Managed Service Stack per Endpoint Email Management Endpoint Managment System Software Patching Endpoint AV & EDR Spam Filtering Remote Helpdesk Onsite Support	\$75.00	\$4,875.00
2)	4	FTP Advanced+ Managed Service Stack per Server Network Management Server Managment Server Software Patching Server AV & EDR Local Backups Offsite Backups Remote Helpdesk Onsite Support	\$520.00	\$2,080.00
3)	92	FTP Advanced+ Managed Service Stack per User Cloud User Backups Security Awareness Training	\$7.00	\$644.00

Thank you for your continued partnership with ForgeTech Professionals!

If you have any questions or concerns about this quote or billing in general, please give us a call at (970) 254-1668.
If you are experiencing any issues with our services, please ask for Edward G. Woods or Tanner Hays.

Quote for Recurring Monthly Services

Item#	Quantity	Item	Unit Price	Extended Price
		Dark Web Monitor and ID Protection Cloud Detection and Response Anti-Phishing Software		
4)	20	Off-Site Backup Storage - 500 GB Blocks FTP Managed Off-Site backup Storage	\$7.50	\$150.00
5)	25	Third Party MFA - Duo User license for Duo MFA	\$6.75	\$168.75
6)	92	Password Manager - Bitwarden User licensing for Bitwarden password manager.	\$9.75	\$897.00
7)	65	Microsoft 365 Business Standard - Monthly - 1YR Commit Best for businesses that need Office apps across devices plus professional email, cloud file storage, and online meetings & chat. For businesses with up to 300 employees.	\$12.50	\$812.50
8)	27	Microsoft 365 Business Basic - Monthly - 1YR Commit Best for businesses that need professional email, cloud file storage, and online meetings & chat. Desktop versions of Office apps like Excel, Word, and PowerPoint not included. For businesses with up to 300 employees.	\$6.00	\$162.00
9)	92	Microsoft Entra ID P1 - Monthly - 1YR Commit Microsoft Azure Active Directory Premium P1 is a comprehensive, highly available identity and access management cloud solution that combines core directory services, advanced identity governance, and application access management.	\$6.00	\$552.00
10)	92	Exchange Online Archiving for Exchange Online - Monthly - 1YR Commit A cloud-based, enterprise-class archiving solution for Office 365 Enterprise K1 and Exchange Online (Plan 1). This solution can assist your organization with archiving, compliance, regulatory, and e-discovery challenges.	\$3.00	\$276.00
11)	1	Microsoft 365 F3 - Monthly - 1YR Commit Best-in-class productivity apps and services within Microsoft 365 for Firstline Workers	\$8.00	\$8.00
12)	1	Microsoft 365 F5 Security + Compliance Add-on - Monthly - 1YR Commit The complete set of both Microsoft 365 F5 Security and Microsoft 365 F5 Compliance offerings.	\$13.00	\$13.00
			Monthly Subtotal	\$10,638.25
			Total	\$10,638.25

There is a **Credit Card Surcharge Fee of 2.99%** on all Purchases made by credit cards.

To cover the cost of processing a credit or charge card transaction, and pursuant to section 5-2-212, Colorado Revised Statutes, a seller or lessor may impose a processing surcharge in an amount not to exceed the merchant discount fee that the seller or lessor incurs in processing the sales or lease transaction. A seller or lessor shall not impose a processing surcharge on payments made by use of cash, a check, or a debit card or redemption of a gift card.

Authorizing Signature _____

Date _____

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If you have any questions or concerns about this quote or billing in general, please give us a call at (970) 254-1668.
If you are experiencing any issues with our services, please ask for Edward G. Woods or Tanner Hays.