



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

**March 28, 2023**

**6:00 pm Regular Meeting**

**A live stream of the meeting may be viewed at:**

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

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
  - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
  - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7<sup>th</sup> Street):**
    1. **Board of Trustees Work Session** – Tuesday, April 4, 2023, at 6:00 pm
    2. **Board of Trustees**– Tuesday, April 11, 2023, Work Session with the Tourism Advisory Board to begin at 6:00 pm, Regular Meeting to begin at 7:00 pm
    3. **Tourism Advisory Board** – Thursday, April 13, 2023, at 6:00 pm
  - C. **April 29, 2023, Is the Final Day to Submit an Application for the Full or First Half of the Palisade Sunday Farmers Market**
  - D. **The Palisade Tourism Advisory Board has two openings. The Town Clerk is accepting letters of interest and applications until April 14, 2023.**
- VI. **TOWN MANAGER REPORT**
  - A. **Fiber Construction Begins March 29, 2023**
  - B. **Clinic Grand Opening May 13, 2023, 10:00 am – 12:00 pm**
- VII. **CONSENT AGENDA**

*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a*

*single motion. The public or any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.*

**A. Expenditures**

- Approval of Bills from Various Town Funds – March 10, 2023 – March 22, 2023

**B. Minutes**

- Minutes from March 14, 2023, Regular Board of Trustees Meeting

**VIII. PUBLIC HEARING I**

**A. PRO 2023-06 – Cadez Building Height Variance**

*Acting as the Board of Adjustment, the Board of Trustees will consider an application for a variance from Section 7.05.A.5 of the Palisade Land Development Code (LDC) to allow for an accessory structure whose height is greater than fifteen (15) feet, located at 404 W. 1<sup>st</sup> Street (Parcel # 2937-092-10-011 and # 2937-092-00-023), as applied for by the owner Michael Cadez, pursuant to Section 4.12 of LDC.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (*Please limit comments to **three (3) minutes** or less, and state your name & address*)
4. Applicant Closing Remarks
5. Board Discussion
6. Decision – Motion, Second, Rollcall Vote to:  
*Approve, deny, or table (until April 11, 2023) PRO-2023-06 Cadez Building Height Variance, finding that the criteria of Section 4.17.F have/have not been met.*

**IX. NEW BUSINESS**

**A. Water System Hydraulic Study Agreement**

*The Board of Trustees will consider directing the Town Manager to enter into an agreement with JUB Engineers to provide a Hydraulic Study of the Town of Palisade water distribution system*

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:  
*Approve, deny, or table (until April 11, 2023) directing the Town Manager to enter into contract with JUB Engineers to provide a Hydraulic Study of the Town of Palisade water distribution system for an amount not to exceed \$60,100.00 to be expended from the Water Fund, and to move forward with applying for a \$25,000.00 DOLA grant to help defray costs if awarded.*

**B. Crack Seal Project Contract**

*The Board of Trustees will consider directing the Town Manager to enter into contract with Valley Pavement Maintenance for the 2023 Crack Seal Project.*

1. Staff Presentation
2. Board Discussion

3. Decision - Motion, Second, and Rollcall Vote to:  
*Approve, deny, or table (until April 11, 2023) directing the Town Manager to enter into contract with Valley Pavement Maintenance for the 2023 Crack Seal Project for an amount not to exceed \$48,829.00.*

**C. Resolution 2023-05 – Fee Schedule Amendment for Transportation Impact Fees**

*The Board of Trustees will consider amending the Palisade Fee Schedule to reflect the exclusion of outdoor dining square footage from the calculation of Transportation Impact Fees.*

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:  
*Adopt, deny, or table (until April 11, 2023) Resolution 2023-05 Amending the Town of Palisade Fee Schedule to exclude outdoor dining square footage from the calculation of Transportation Impact Fees.*

**D. Resolution 2023-06 – Fee Schedule Update**

*The Board of Trustees will consider amending the Town of Palisade fee schedule to update various Town fees.*

1. Staff Presentation
  - a. SO Fees
  - b. Trash Rates
  - c. EMS/Fire Department Fees
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:  
*Adopt, deny, or table (until April 11, 2023) Resolution 2023-06 Amending the Town of Palisade Fee Schedule to reflect various Town fee updates.*

**E. Purchase of Personal Protective Equipment (PPE) for Female Firefighters**

*The Board of Trustees will consider directing the Fire Chief to purchase properly fitted personal protective equipment for female firefighters.*

1. Staff Presentation
2. Board Discussion
3. Decision - Motion, Second, and Rollcall Vote to:  
*Approve, deny, or table (until April 11, 2023) directing the Fire chief to purchase properly fitted personal protective equipment for female firefighters for an amount not to exceed \$19,600.00.*

**F. Donation of Old Ambulance**

*The Board of Trustees will consider donating an old ambulance to Longmont Emergency Unit based in Longmont, Colorado.*

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

*Approve, deny, or table (until April 11, 2023) directing the Fire chief to donate an old ambulance to Longmont Emergency Unit based in Longmont, Colorado.*

**X. 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.

**XI. COMMITTEE REPORTS**

**XII. ADJOURNMENT**

Task Name	Mar '23	Apr '23	May '23	Jun '23	Jul '23
	26	5	12	19	26
	2	9	16	23	30
	7	14	21	28	4
	11	18	25	2	9
<b>TOWN MANAGER REPORT</b>					
MARCH 2023					
<b><u>TOWN OF PALISADE CAPITAL IMPROVEMENT PROJECTS</u></b>					
<b>HISTORIC PALISADE GYM REMODEL</b>					
<b>FUNDING - GENERAL FUND</b>					
Interior stairs constructed - new roof completed					
Begin brickwork on outer face				◆ 4/30	
Project completion slated for June 30					◆ 6/30
<b>CLINIC</b>					
<b>FUNDING - 100% GRANT &amp; LEASE</b>					
Driveway construction - asphalt lay			4/13	4/17	
Grand opening slated for May 13					◆ 5/13
<b>FIBER</b>					
<b>FUNDING - 50% DOLA GRANT, 50% GENERAL FUND</b>					
Construction of Middle Mile & CNL begins - Deeply Digital Construction					◆ 4/5
Last mile construction begins - Clear Networks	3/30			4/10	
<b>ELBERTA SIDEWALK IMPROVEMENTS</b>					
<b>FUNDING - 80% MAIN ST GRANT, 20% GENERAL FUND</b>					
Waiting for C-DOT contract for grant funding					
<b>WASTEWATER CONSOLIDATION</b>					
April 4 - Work Session - Discuss rates					◆ 4/4
<b>TAP GRANT - SIDEWALKS</b>					
<b>FUNDING - 80% TAP GRANT, 20% GENERAL FUND</b>					
Final review of design w/ C-DOT					◆ 4/12
<b>PALISADE IRRIGATION</b>					
Acquired PIP&L - working to gather client list and maps of system	3/28				



## PALISADE BOARD OF TRUSTEES

**Meeting Date:** March 28, 2023

**Re:** Consent Agenda

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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 – March 10, 2023 – March 22, 2023

**B. Minutes**

- Minutes from March 14, 2023, Regular Board of Trustees Meeting



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

**Meeting Date:** March 28, 2023  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Community Development  
**Re:** PRO-2023-06 CADEZ BUILDING HEIGHT VARIANCE

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**SUBJECT:** PRO-2023-06 CADEZ BUILDING HEIGHT VARIANCE, located at 404 W. First Street (Parcel # 2937-092-10-011 and #2937-092-00-023).

**SUMMARY:** The Town of Palisade has received a request for a variance from Section 7.05.A.5 of the Palisade Land Development Code (LDC) to allow for an accessory structure whose height is twenty-two (22) feet, which is greater than the fifteen (15) feet allowed by the LDC, located at 404 W. 1<sup>st</sup> Street (Parcel # 2937-092-10-011 and # 2937-092-00-023), as applied for by the owner Michael Cadez, pursuant to Section 4.12 of LDC.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship. No variance shall be approved by the Board of Adjustment unless the following findings are made (addressed within the staff report):

- 1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**
- 2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**
- 3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**
- 4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**
- 5. The special circumstances are not the result of the actions of the applicant.**
- 6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

**BOARD DIRECTION:**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood. No conditions are proposed for this request.

**SUGGESTED MOTION:**

I move to **approve** PRO-2023-06 CADEZ BUILDING HEIGHT VARIANCE, finding that the criteria of Section 4.17.F have been met.

**ATTACHMENTS**

Staff Report

Letter of Intent

Plans and Pictures

Affidavit of Publication

# PRO 2023-06, CADEZ BUILDING HEIGHT VARIANCE

## 404 W. FIRST ST, PARCEL #2937-092-10-011 & #2937-092-00-023

### SUMMARY

The Town of Palisade has received a request for a variance from Section 7.05.A.5 of the Palisade Land Development Code (LDC) to allow for an accessory structure whose height is twenty-two (22) feet, which is greater than the fifteen (15) feet allowed by the LDC, located at 404 W. 1<sup>st</sup> Street (Parcel # 2937-092-10-011 and # 2937-092-00-023), as applied for by the owner Michael Cadez, pursuant to Section 4.12 of LDC.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship.

### BACKGROUND

The subject property consists of two parcels totaling 0.63 acres. The front portion of the property was part of the Mt. Lincoln Subdivision, which created several lots along W. 1<sup>st</sup> Street, while the rear portion of the adjacent lot is a metes and bounds descriptions (meaning unplatted). The original residence was constructed in 1907. Both parcels were purchased by the current owner in 2020 with one deed. The property is zoned MU (Mixed Use). The Future Land Use Map adopted as part of the 2022 Palisade Game Plan designates the entire property as Residential.

The owner is requesting permission to construct an accessory structure behind the existing residence. This structure would be accessible via Iowa Avenue, which is an extension of a street right-of-way (ROW) beginning at First Street, but primarily functions as an access to one residential property and an adjacent orchard, with secondary (rear) access to residential properties along First St.

The proposed accessory structure would mimic the style of a barn (see pictures attached to this report). In order to keep the character of the garage to fit the

original character of the house, the owner has requested a variance to allow for a taller accessory structure than permitted by the LDC. The residence is 30 feet tall and the garage is proposed to be 22 feet tall, measured to the top of the peak. The neighboring properties along First Street include a two-story four-plex to the west, a two-story home to the east also constructed in 1907, and a two-story residence along with a two-story accessory dwelling unit to the northeast, constructed in 2000 and 2020, respectively.





Existing Residence



Proposed Garage (similar to)

## **LAND DEVELOPMENT CODE – CRITERIA FOR DECISION**

### **Section 4.17.F. Variance Findings of Fact:**

#### **NO VARIANCE SHALL BE APPROVED BY THE BOARD OF ADJUSTMENT UNLESS ALL OF THE FOLLOWING FINDINGS ARE MADE:**

**1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**

There are exceptional conditions pertaining to this property because of the shape and size of the lot.

*The property consists of 0.63 acres, which is larger than most residential lots. The shape of the lot puts the proposed accessory structure well behind the residence as well as away from any other residence or accessory structure. Therefore, the proposed increased height of the accessory structure would not have the same impact on neighboring properties if it were located on a smaller lot with adjacent structures.*

**2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**

Granting the variance requested will not confer upon the applicant any special privilege.

*The purpose of a height limit for accessory structures is to ensure that the scale is consistent with primary residence and the surrounding neighbors. In this location, all of the adjacent structures are taller than the proposed accessory structure, with larger than average spacing between neighboring structures on account of the larger lot sizes.*

**3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**

A literal interpretation of the code would deprive the applicant of the ability to construct a barn-like structure like those found in the surrounding agricultural properties.

*If the owner would elect to add an accessory dwelling unit (ADU), the permitted height of the building would be taller than what is currently proposed for an accessory structure without an ADU. The owner is trying to keep the character of the garage to fit the original character of the house, which is 30 feet tall, per the letter of intent.*

**4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**

The requested variance will be in harmony with the purpose and intent of the LDC and will not be injurious to the neighborhood or to the public.

*The original residence was constructed in 1907. The surrounding properties to the north retain the character of the agricultural lands that were once the edge of the Town. While new development has taken place, these structures are larger and taller than those found in more compact areas of the Town. The proposed accessory structure would be consistent with both the historical agricultural uses and the newer residential uses.*

**5. The special circumstances are not the result of the actions of the applicant.**

The current owner purchased the property in its existing configuration.

*The property was purchased in 2020 as two separate tax parcels, but with one deed. It appears that the original intent was to construct an additional residence behind the existing 1907 home. There is a small garage less than 200 square feet on this separate lot.*

**6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

The requested variance is the minimum necessary to effectively cover the outdoor dining space.

*The only variance requested is to the height of the structure, which at 22 feet is less than that permitted for a combination garage/ADU and less than the height of the existing residence which is 30 feet. The proposed accessory structure would be 1472 sq. ft. which is less than 50% of the heated square footage of 3550 sq. ft. of the 1907 residence.*

**RECOMMENDATION ON THE VARIANCE**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

The Community Development Department recommends that the Board approve the requested variance, finding that the criteria of Section 4.17.F have been met. No additional conditions are recommended.

**ATTACHMENTS**

Letter of Intent

Site Plan

Floor Plan

Pictures

Affidavit of Publication

To: Town of Palisade Community Development Department

To whom it may concern,

I would like to request a variance in height for my garage from the maximum of sixteen feet to twenty-two feet. I would like this variance because the house was built in 1907, and I am trying to keep the character of the garage to fit the original character of the house; which is thirty feet tall. I have included pictures to show what the garage's appearance will be.

Sincerely,

Michael Cadez

Property Owner

WEST 1/4 CORNER  
NORTH LINE SECTION 9  
T11S, R98W, 6TH P.M.  
FOUND 2.5" BRASS CAP  
ON IRON PIPE IN CONCRETE  
MCSM: 1182

N89° 59' 07"E 73.12'

FOUND 2" YELLOW PLASTIC CAP  
PLS 16413

R=275.00'  
L=41.95'  
CHORD=41.91  
CHORD BEARING=S16°12'18"E  
 $\Delta=8°44'25"$

FOUND 1.5" ALUMINUM CAP  
ILLEGIBLE  
0.1' BELOW GRADE

RIGHT OF WAY  
RECEPTION No. 2053886

RIGHT OF WAY  
RECEPTION No. 2060323

GIOVANNI GENE PAUL  
418 1/2 W FIRST STREET  
RECEPTION No. 1943432

R=225.00'  
L=82.59'  
CHORD=82.13  
CHORD BEARING=S10°03'27"E  
 $\Delta=21°01'56"$

S89° 32' 35"E  
5.09'

10' VACATED ALLEY R.O.W.  
RECEPTION No. 633468

FOUND 2" ALUMINUM CAP  
PLS 16840  
FLUSH WITH GRADE

GAYLORD MICHAEL CADEZ  
INHERITED TRUST  
404 W FIRST STREET  
RECEPTION No. 2912448

IOWA AVENUE

N0° 23' 36"E 270.36'

PARCEL: 1

PARCEL: 2

N0° 13' 17"E 150.07'

S0° 13' 17"W 150.07'

BASIS OF BEARINGS

N0° 16' 15"W 1318.21'  
EAST LINE NW 1/4 NW 1/4 SECTION 9

414 PALISADE INVESTMENTS LLC  
414 W FIRST STREET  
RECEPTION No. 2834626

40.00 RIGHT OF WAY  
RECEPTION No. 2023845

45.23'

FOUND 2" ALUMINUM CAP  
PLS 16840  
0.1' ABOVE GRADE

N89° 32' 13"W 105.53'

S89° 43' 45"W  
19.41'

30.0'

30.0'

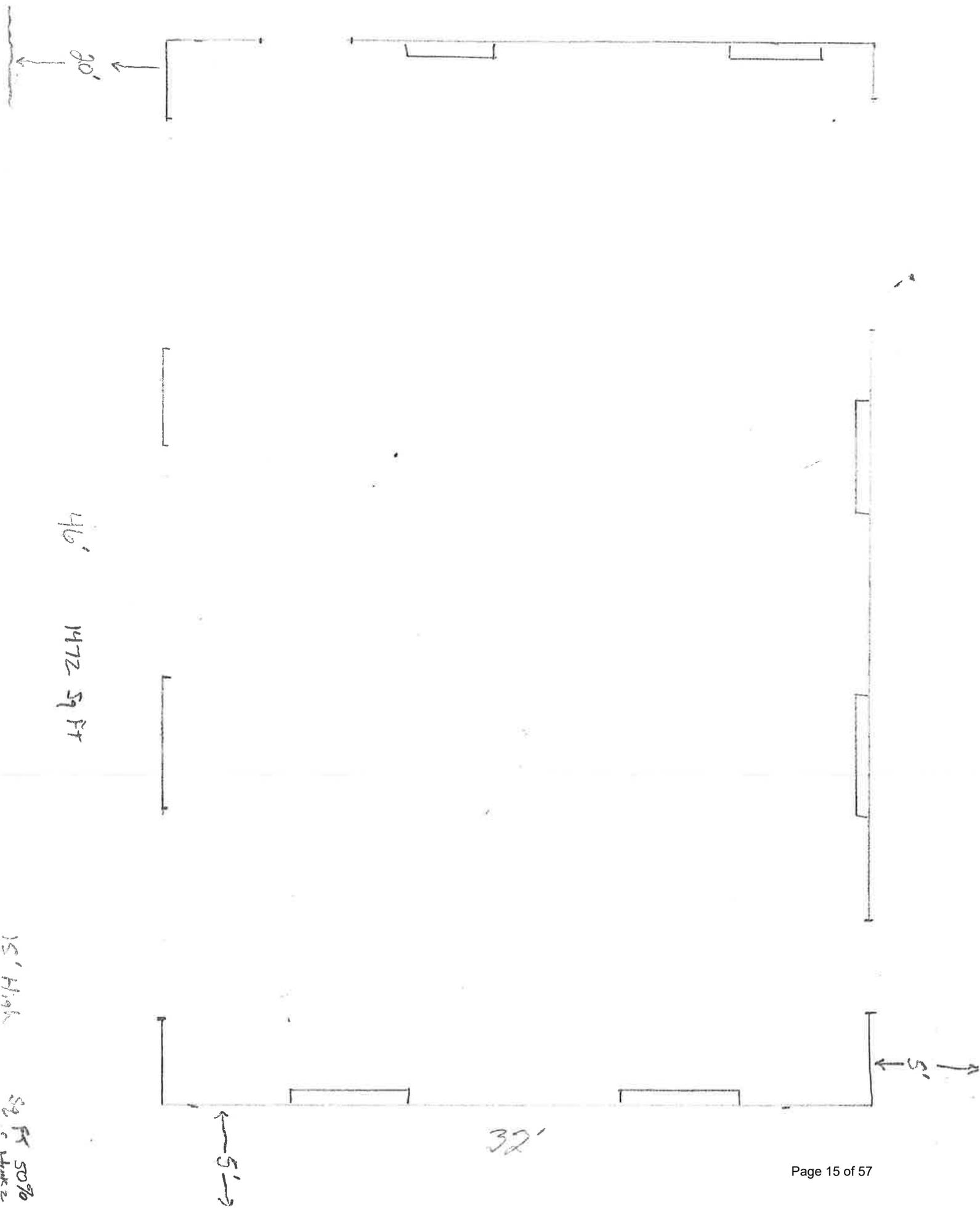
30.25'

SOUTH LINE NW 1/4 NW 1/4 SECTION 9  
N89° 32' 13"W 1333.82'

W FIRST STREET

30.00 RIGHT OF WAY  
RECEPTION No. 94978

NORTHWEST 1/4 CORNER  
SECTION 9  
T11S, R98W, 6TH P.M.  
FOUND 2" ALUMINUM CAP  
IN MONUMENT BOX  
0.3' BELOW GRADE  
PLS 33650



30'

46'

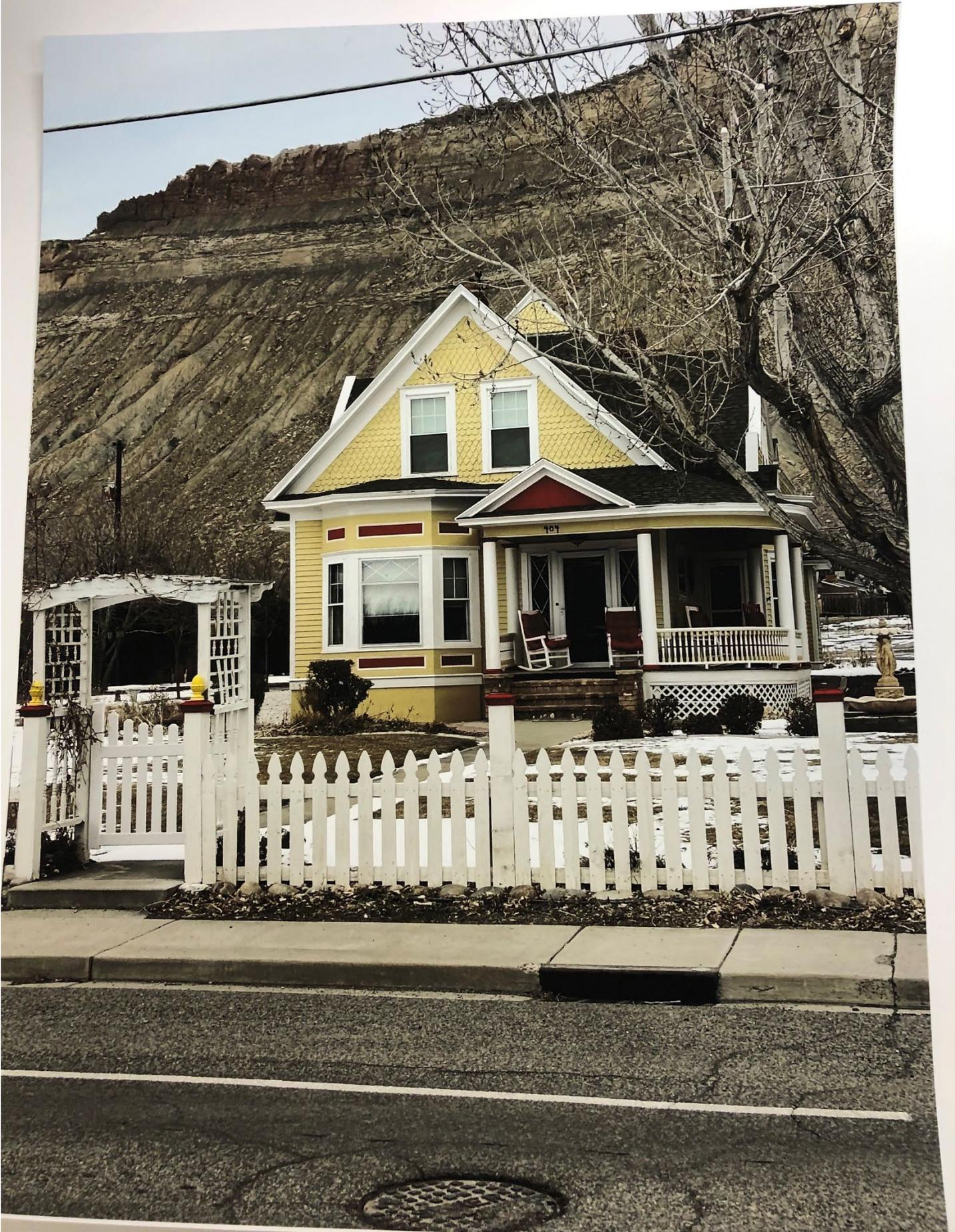
1472 sq ft

32'

5'

15' High

59 sq ft 50%  
Blank 2











**AFFIDAVIT OF PUBLICATION**

State of Washington , County of Whatcom , ss:

Leo Hentschker being first duly sworn, deposes and says:

That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agents of Grand Junction Daily Sentinel, a newspaper printed and published 5 days a week in the City of Grand Junction, County of Mesa, State of Colorado, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

**PUBLICATION DATES:**  
12 Mar 2023

**NOTICE ID:** 7SMh1oX02xqLix1UbDhH  
**PUBLISHER ID:** BW159759  
**NOTICE NAME:** Cadez Height Variance

*Leo Hentschker*  
(Signature)

**VERIFICATION**

State of Washington  
County of Whatcom

KELSEY D KLEVENBERG  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION # 22032969  
COMMISSION EXPIRES 10/19/2026

Subscribed in my presence and sworn to before me on this: 03/13/2023

*[Signature]*

Notary Public  
This notarial act involved the use of communication technology

**NOTICE OF PUBLIC HEARING  
Cadez Building Height Variance**  
Notice is hereby given that a public hearing will be held before the Board of Trustees serving as the Board of Adjustment for the Town of Palsade, Colorado, at the Palsade Civic Center, 341 W. 7th Street, Palsade, Colorado at 6:00 p.m. on March 28, 2023 to consider an application for a variance from Section 7.05.A.5 of the Palsade Land Development Code (LDC) to allow for an accessory structure whose height is greater than fifteen (15) feet, located at 404 W. 1st Street (Parcel # 2937-092-10-011 and # 2937-092-00-023), as applied for by the owner MICHAEL CADEZ, pursuant to Section 4.12 of LDC. All interested parties are encouraged to attend. Additional information may be obtained from the Town Clerk's office at 175 E. Third Street or by calling 970-464-5602. For agenda and meeting information, please visit [www.palsade.colorado.gov](http://www.palsade.colorado.gov)

**Published: March 12, 2023.**



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

**Meeting Date:**           **March 28,2023**

**Presented By:**       **Bret Guillory, Town Engineer**  
                                  **Jack Nickerson, Public Works Director**

**Department:**       **Public Works - Water**

**Re:**                     **Water System Hydraulic Study**

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**SUMMARY:** The Town is in need of a Water Master Plan Report of the water distribution system in town to be able to diagnose, plan and maintain the system. JUB Engineers provided a scope of work and fee schedule to conduct a comprehensive Hydraulic study of the Town of Palisade water delivery system. Staff will be submitting an administrative grant request to DOLA for \$25,000 for part of the cost of this study.

**The Water Master Plan report shall provide the following:**

**A. Water Master Plan**

- U) Water Master Plan Report:
  - 1. Summary of existing system
    - a. Water rights and sources.
    - b. Storage.
    - c. Existing demand/ERG.
    - d. List of existing system deficiencies.
  - 2. Summary of 10-year and buildout scenarios.
    - a. Estimate future demand based on growth projections.
    - b. List of future system deficiencies.
  - 3. 10-year CIP
    - a. List of existing and future system deficiencies.
    - b. Prioritize project construction.
    - c. Developed an opinion of estimated cost for each project.
  - 4. Unidirectional Flushing (UDF) Plan
    - a. Identify hydrant flushing plan.
      - i. List hydrants to be flushed.
      - ii. List valves to be turned off during each flushing scenario.
      - iii. List flushing duration.
      - iv. List flushing frequency.
  - 5. Water Age Analysis
    - a. Evaluate existing system operation of storage and pipes.

- i. Summarize water age throughout the system based on existing operation.
- b. Identify operational improvements.
  - i. List operational recommendations to reduce the age of water throughout the existing system.

**BOARD DIRECTION: The Board gives direction to the Town Manager to enter into a contract with JUB Engineers to conduct a Hydraulic study of the Palisade water distribution system for the proposed fee of \$60,100.00 – with a possible grant award of \$25,000 from DOLA. Sufficient funds are available in the water treatment and distribution fund.**



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

**Meeting Date:** March 28, 2023  
**Presented By:** Jack Nickerson  
**Department:** Public Works Director  
**Re:** 2023 Town of Palisade Crack Sealing RFP

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**SUBJECT:** 2023 Crack Seal Project

**SUMMARY:** The Public Works Department advertised a Request for Proposal for the 2023 Crack Seal Project. The project consists of crack sealing approximately 2.43 miles of streets within the Town of Palisade. 2 bids were received as follows:

- 1. Valley Pavement Maintenance - \$48,829.00**
- 2. Superior Asphalt, LLC. - \$72,400.00**

**BOARD DIRECTION:** The Board hereby directs the Town Manager to accept the bid from Valley Pavement Maintenance for \$48,829.00. There are sufficient funds in the current 2023 budget to complete this work.

# TOWN OF PALISADE

TJW



 Proposed 2023 Crack Seal

 Palisade Town Limits

 Parks



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into effective this 28<sup>th</sup> day of March, 2023 by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the “Town”), and VALLEY PAVEMENT MAINTENANCE, LLC, a Colorado limited liability company (“Contractor”).

WHEREAS, the Town desires to engage Contractor to crack seal 2.53 miles of Town streets and pavement as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

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

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

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

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

2. Compensation. Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule in **Exhibit A**; however, the total amount shall not exceed a sum of \$48,829. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

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

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

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

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town.

(ii) The policies described in subparagraph a. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least ten (10) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least ten (10) (same as Town) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within five (5) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of

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

11. Reserved.

12. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the Town has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the Town requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the Town shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the Town for the additional compensable Services to be performed.

15. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this

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

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

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

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

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

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

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

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

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

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

If to Contractor:                      Valley Pavement Maintenance, LLC  
    3186 Mesa Avenue  
    Grand Junction, Colorado 81504

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

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

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

TOWN OF PALISADE, COLORADO

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

ATTEST:

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

VALLEY PAVEMENT MAINTENANCE, LLC:

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

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

# EXHIBIT A

VALLEY PAVEMENT MAINTENANCE, LLC  
3186 Mesa Ave  
Grand Junction, Colorado 81504



Website: www.valleypavement.com  
Email: Josh@valleypavement.com

## Asphalt Repair and Maintenance CONTRACT

Proposal submitted to: \_\_\_\_\_ Date: 3/23/2023  
Name: Town of Palisade Contact: Jack Nickerson Phone: -  
Address: 175 E 3rd St Palisade CO 81526 Email: jnickerson@townofpalisade.org Cell # 720-289-1564

VALLEY PAVEMENT MAINTENANCE agrees to furnish all materials for the work specified below on premises located:  
Job Name and Address: Palisade CS Palisade Palisade, CO 81526

VALLEY PAVEMENT MAINTENANCE Representative: Josh Blythe Cell ph. 720-341-7637 Email: Josh@valleypavement.com

We hereby submit specifications and estimates for: **Proposal # 23-031**

ITEM #	Description	Quantity/ Unit	Unit Price	Total
1	<b>CRACK SEALING</b> Clean all cracks 1/4" or wider with compressed air Crack Seal specified pounds of cracks with hot pour rubberized crack sealer. Transition crack seal (concrete to asphalt) joints will be sealed unless otherwise stated. Crack Seal will not be placed against vertical curb unless directed by the customer. Crack Seal will not be applied to heavily saturated oil spots <b>SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE.</b> <b>THIS SERVICE IS NOT A LEVELING COURSE FOR CRACKS</b> <b>ALLIGATORED AREAS WILL NOT BE CRACK SEALED.</b> <b>PRICE INCLUDES TRAFFIC CONTROL</b>	2.53 Mile	\$19,300.00	\$48,829.00

\* CUSTOMER MUST CANCEL OR RESCHEDULE THE PROJECT AT LEAST 10 DAYS IN ADVANCE  
IN ORDER TO AVOID A CANCELLATION FEE OF 10% OF CONTRACT VALUE. CUSTOMER WILL BE  
CHARGED ADDITIONAL MOB (NOT PLANNED) IF THE CREW ARRIVES ON-SITE BEFORE CANCELLATION

**Total (Labor and Materials)** \$48,829.00  
Payment is due upon completion of work.

### CUSTOMER RESPONSIBILITY:

- |  |  |
|--|--|
| * Irrigation Shut Off 24 hours prior to work & 36 hours after completion                           | * Tenant Notification                                  |
| * Towing of Vehicles and fees related  | * Scheduling of Deliveries, Mail, and Trash Removal    |
| * Security for Vandalism   | * Staying off of work area until cones/tape is removed |
| * Relocation of Dumpsters  |  |
| * Customer is responsible for any exclusions listed on quote if required or unless otherwise noted |  |

### SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

- |  |                                   |
|--|-----------------------------------|
| * Engineering, Bonds, Inspections, Testing       | * Surveying and grade staking     |
| * Weather Protection                             | * Permits and Permit fees         |
| * Towing of Vehicles                             |                                   |
| * Dewatering                                     | * Tenant Notification             |
| * Storm water management plan or implementation. | * Utility Adjustments             |
| * Prime coat                                     | * Erosion control implementation. |
| * Curb Painting                                  | * Security for Vandalism          |
| * Patching Warranty                              | * Epoxy Traffic paint             |

Submitted by:  
By: Josh Blythe  
Josh Blythe, VALLEY PAVEMENT MAINTENANCE, LLC  
E-mail: Josh@valleypavement.com

Accepted by: \_\_\_\_\_ (Date)  
Authorized Party, CUSTOMER/PURCHASER

By signing Page 1 of this contract, I also acknowledge that I have reviewed and understand the additional Terms and Conditions contained on Page 2 of this contract.



Asphalt Repair and Maintenance  
**CONTRACT TERMS AND CONDITIONS**

VALLEY PAVEMENT MAINTENANCE, LLC hereinafter referred to as 'VPM' or 'Contractor'

Effective: 1/1/2023

Customer/Purchaser or Owner hereinafter referred to as 'Customer'

1. This Contract including the terms and conditions that follow, supersedes any prior understanding or Agreement between the parties.
2. Any representation not specified in this Contract is waived. No representative of the Contractor, VALLEY PAVEMENT MAINTENANCE, LLC (VPM), has the authority to modify this agreement in any form.
3. Any modifications or amendments to this Contract shall be in writing and signed by both an authorized Agent of VPM and the CUSTOMER.
4. VPM provides a one (1) year warranty on workmanship and materials on all items contained in this Contract (excluding patching), unless noted otherwise in this Agreement.
5. VPM cannot guarantee drainage on existing, or proposed, areas with a slope of less than 2%.
6. The parties agree that in the event of breach of warranty, the liability of VPM shall be limited to the costs of replacing the defective work.
7. VPM will have no liability for any damage to the structure, or its contents, floors, carpets, concrete or walkways resulting from tracking of materials (sealcoat, crack seal, asphalt, tar or concrete) if caused by others not related to, or by, employees of VPM.
8. VPM is not liable or responsible in any way for unforeseen conditions including but not limited to wrongly marked utilities or abandoned utilities, unstable subgrade, vegetation, or frost in the subgrade. VPM will notify CUSTOMER immediately if unforeseen conditions are encountered and provide recommendations for resolution.
9. VPM is not responsible for damage caused by; vandalism, de-icing agents, scarring or marking of completed work unless such damage is directly caused by VPM employees/equipment.
10. VPM is not liable for normal wear and tear nor bodily injury from normal wear and tear of product/work.
11. All warranties are void if the Contract is not paid in full and on-time.
12. If payment under this Contract is not made when due, VPM may suspend any or all work on the job. Billing will reflect actual quantities placed/installed.
13. Any failure to make payment under this Contract is subject to a lien claim to be enforced upon the property according to current lien laws.
14. VPM shall not be liable for delays or damages resulting from causes beyond VPM control, including: acts of God, severe weather, public disturbances, materials/ supply shortages and/or delays, subcontractor or labor shortages.
15. CUSTOMER is responsible for making notification to concerned parties, such as; tenants, renters, residents, etc. of schedule of the work to assure work area is available for work to be completed per Contract.
16. If any provisions of this agreement are modified by statute or declared invalid the remaining provisions shall remain in effect to the greatest extent possible.
17. The CUSTOMER and VPM agree that this Contract will be governed by the laws of the state of Colorado, irrespective of any conflict of legal provisions, and that venue for any dispute or litigation shall be only in Mesa County, Colorado.
18. VPM will maintain current worker's compensation insurance for its employees and comprehensive coverage insurance policies.
19. In the event the amount of this Contract is not paid in full at 31 days from completion the account shall be in default, unless other specific arrangements are agreed upon with an VPM officer.
20. The CUSTOMER agrees to hold VPM harmless from any costs or expenses incurred in the collection of payment on this account including, but not limited to, collection fees, attorney's fees, court costs, etc. CUSTOMER further agrees the defaulted account, and any part thereof, shall bear interest at 1.5% per or 18% per annum, on all unpaid balances.
21. This Contract shall become binding when signed by VPM representative and CUSTOMER.
22. Email or Text Message authorization or electronic signature by the CUSTOMER is accepted as binding by VPM.
23. CUSTOMER, by entering into a contract with VPM, agrees to allow VPM personnel and equipment to access its property including pre-job, job execution, post-job inspections/warranty work/work disputes, through and including until final payment is made to VPM.
24. Proposal and prices quoted are guaranteed for 14 days. Signed contracts: After 30 days VPM reserves the right to adjust pricing.
25. The Contractor and Customer/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes: 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2. damages incurred by the Contractor for principal office expenses including personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination.

**Additional Notes**

- \* All services are weather permitting.
- \* This work is priced for weekdays only-unless otherwise noted on quote. If weekend or night work is required, call for price adjustment.
- \* Vehicles, scheduling of deliveries and trash removal trucks are required to be removed from work area to accommodate work, and allow for proper cure time for the product installed in the work area.
- \* If VPM must truck over existing asphalt and/or concrete to complete the work VPM shall not be held liable or responsible for damage to existing lot or pavement/concrete due to required trucking.
- \* VPM cannot guarantee pavement surface treatments or traffic paint adherence between October 1st and April 1st, any year, if surface temperatures are not within manufacturer product specifications.



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

**Meeting Date:** March 28, 2023  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Community Development  
**Re:** Transportation Impact Fees

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**SUBJECT:** Exempting outdoor dining areas from Transportation Impact Fees

**SUMMARY:** On February 28, 2023 the Board gave direction to staff to not charge new restaurants the Transportation Impact Fee for square footage of outdoor dining areas, citing the desire to encourage such areas and the provision of Town owned parklets for certain restaurants without such payment.

**BOARD DIRECTION:** Adopt Resolution 2023-05

**TOWN OF PALISADE  
RESOLUTION NO. 2023-05**

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

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

**WHEREAS**, the Board of Trustees recognizes a need for changes to the current fee  
schedule for Transportation Impact Fees to encourage outdoor dining as part of new and expanded  
restaurant uses within the Town; and

**WHEREAS**, the exclusion of outdoor dining square footage from the calculation of  
Transportation Impact Fees will serve to encourage the inclusion of outdoor dining as part of new  
and expanded restaurant uses within the Town.

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

**Section 1.** That the amended fee schedule attached hereto as Exhibit "A" is adopted as the  
fee schedule for Transportation Impact Fees for the Town of Palisade, Colorado effective March  
28, 2023.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of  
Trustees of the Town of Palisade, Colorado, held on March 28, 2023.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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

# EXHIBIT A

# Transportation Impact Fee Schedule

Land Use Type	ITE Code	Unit	Fee
<b>Residential</b>			
Single Family Detached > than 2,200 Sq.Ft.	210	Dwelling	\$6,763
Single Family Detached 2,200 Sq.Ft. or <	210	Dwelling	\$5,749
Multi-Family Residential	220/230	Dwelling	\$4,570
Mobile Home/ RV Park	240	Pad	\$1,284
<b>Retail Commercial</b>			
Hotel/Motel	310/320	Room	\$2,407
Shopping Center (0-99K SF)	820	1,000 Sq.Ft.	\$4,190
Shopping Center (100-249K SF)	820	1,000 Sq.Ft.	\$3,935
Shopping Center (250K-499K SF)	820	1,000 Sq.Ft.	\$3,815
Shopping Center (500+K SF)	820	1,000 Sq.Ft.	\$3,521
Auto Sales/Service	841	1,000 Sq.Ft.	\$3,785
Bank	911	1,000 Sq.Ft.	\$6,365
Convenience Store w/ Gas Sales	851	1,000 Sq.Ft.	\$9,149
Golf Course	430	Hole	\$5,954
Health Club	493	1,000 Sq.Ft.	\$3,410
Movie Theater	443	1,000 Sq.Ft.	\$10,584
Restaurant, Sit Down (excluding outdoor dining)	831	1,000 Sq.Ft.	\$5,150
Restaurant, Fast Food (excluding outdoor dining)	834	1,000 Sq.Ft.	\$11,532
<b>Office/Institutional</b>			
Office, General (0-99K SF)	710	1,000 Sq.Ft.	\$3,142
Office, General > 100K SF	710	1,000 Sq.Ft.	\$2,675
Office, Medical	720	1,000 Sq.Ft.	\$8,865
Hospital	610	1,000 Sq.Ft.	\$4,117
Nursing Home	620	1,000 Sq.Ft.	\$1,153
Church	560	1,000 Sq.Ft.	\$1,961
Day Care Center	565	1,000 Sq.Ft.	\$4,094
Elementary/Sec. School	520/522/530	1,000 Sq.Ft.	\$641
<b>Industrial</b>			
Industrial Park	130	1,000 Sq.Ft.	\$1,857
Warehouse	150	1,000 Sq.Ft.	\$1,324
Mini-Warehouse	151	1,000 Sq.Ft.	\$463



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** March 28, 2023  
**Presented By:** Keli Frasier, Town Clerk  
**Department:** Clerk  
**Re:** Resolution 2023-06 - Fee Schedule Update

---

**SUBJECT:** Amending various fees for the Town of Palisade Fee Schedule

**SUMMARY:**

Per various sections of the Palisade Municipal Code, the Board of Trustees must adopt fees charged by the Town of Palisade. The proposed fee changes within Resolution 2023-06 are as follows:

**1. SO Fees**

- a. The Palisade Police Department would like to eliminate all fees associated with sex offender registration. State law allows police agencies discretion about how much to charge (up to a certain amount), and whether or not to charge at all. In the Police Department's experience, most offenders are indigent or have trouble paying these fees. Compliance with offenders is the goal, not penalizing them with fees. Fruita PD has recently adopted no fees for registration, and it is working well for them. We would like to do the same.

**2. Garbage Fees**

- a. Per the contract with waste Management, a 3% increase will be implemented each year to the garbage fees. On top of the 3%, they have added a 4.8% fuel surcharge increase. The individual prices are listed on Exhibit A of Resolution 2023-06.

**3. Fire/EMS Fees**

- a. The Town of Palisade Fire Department would like to match the Mesa County Rates. The individual prices are listed on Exhibit A of Resolution 2023-06.

**4. Park Fees**

- a. The standard fee for the three anchor events in Riverbend Park is \$4,000.00. This addition just cleans up the fee schedule.

**BOARD DIRECTION:** Adopt Resolution 2023-06

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2023-06**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
TRUSTEES FOR THE TOWN OF PALISADE, COLORADO**, that the amended fee  
schedule attached hereto as Exhibit "A" are adopted as the fee schedule for the Town of  
Palisade, Colorado, effective March 28, 2023.

**RESOLVED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of March 2023.

TOWN OF PALISADE

(seal)

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

ATTEST:

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

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - Updated March 2023**

Administrative			
<b>Copies</b>	8.5 X 11 BW		\$0.25
	8.5 X 11 CO		\$0.50
	8.5 X 14 BW		\$0.75
	8.5 X 14 CO		\$1.00
	11 X 17 BW		\$1.25
	11 X 17 CO		\$1.50
	<b>Fax</b>	Per page	
<b>Open Recrdrs Request</b>	Copies (per page)		\$0.25
	Research Time		\$30.00 <i>per hour, billed in 15 minute increments</i>
<b>Watershed Key Deposit</b>			\$25.00
<b>Returned Check Fee</b>			\$25.00
Court			
<b>Court Costs/Docket Fee</b>			\$50.00
<b>Prosecution Surcharge</b>			\$150.00 <i>If case goes to trial and is found guilty</i>
<b>Stay of execution</b>			Determined in Court by Municipal Judge
<b>Administrative Fee</b>			\$25.00 <i>Providing proof of insurance resulting in dismissal</i>
<b>Default Judgment</b>			Determined in Court by Municipal Judge
<b>Outstanding Judgment Warrant (OJW)</b>			\$50.00 <i>DMV - Civil Action</i>
<b>Probation Fee</b>			\$50.00
<b>Additional Expenses</b>	Failure to Appear		Determined in Court by Municipal Judge
	Failure to Appear to Trial		Determined in Court by Municipal Judge
	Bench Warrant		\$50.00
	Discretionary with Court		Determined in Court by Municipal Judge
	Deferment		\$50.00
	Violation Training Surcharge		\$10.00
	Police Communication Surcharge		\$40.00
	Community Service Fee		\$50.00
	Sealing Criminal Justice Records		\$65.00
<b>Jury Fee</b>			\$25.00
<b>Juror Fee</b>	Engaged		\$6.00
	Panel		\$3.00
<b>Witness Fee</b>			\$2.00
	Mileage		\$0.50 <i>per mile</i>
	Professional Compensation		TBD
<b>Certified Letter</b>			\$6.00

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - FACILITIES

Community Center			
<b>Hourly Rate (2 Hour minimum) Whole Building</b>	Deposit	\$500.00	
	First 2 hours	\$300.00	
	Additional hours (each)	\$50.00	
<i>Non-Profit rate is 1/2 of all above listed fees</i>			
<b>Recreational Program Rental One Level Only</b>	Hourly	\$10.00	<i>per hour</i>
	Monthly	\$80.00	<i>per month</i>
	Annual	\$800.00	<i>per year</i>
<b>Club Room</b>	Deposit	\$50.00	
	First 2 hours	\$20.00	<i>2 Hour minimum rental</i>
	Additional hours (each)	\$10.00	
<b>Table Set Up Fee</b>	Up to 50 People	\$50.00	
	Over 50 People	\$100.00	
<b>Cleaning Fee</b>	As necessary	\$50.00	<i>per hour</i>
Gymnasium			
<b>Team Practice (WHOLE GYM ONLY)</b>	Administrative Fee	\$10.00	<i>Charged each time a reservation is made</i>
	Key Deposit	\$25.00	
	> 4 Dates Reserved	\$10.00	<i>per hour</i>
	< 4 Dates Reserved	\$20.00	<i>per hour</i>
<i>No Deposit Required For Team Practices</i>			
<b>Team Event (ALL DAY/WHOLE GYM ONLY)</b>	Deposit	\$250.00	
	Key Deposit	\$25.00	
	Event Fee	\$300.00	
<b>Non-Sporting Event (ALL DAY/WHOLE GYM ONLY)</b>	Deposit	\$300.00	
	Key Deposit	\$25.00	
	Event Fee	\$600.00	
<i>Non-Profit rate is 1/2 of all above listed fees</i>			

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - FACILITIES (continued)**

<b>Swimming Pool</b>			
<b>Daily User Fee</b>	Child (0-2 years old)	FREE	<i>with paid adult</i>
	Youth (3-17 years old)	\$3.00	
	Adult (18+)	\$4.00	
	Senior (55+)	\$2.50	
<b>Family Pass</b>	First Person	\$80.00	
	Second Person	\$55.00	
	Three or more people	\$185.00	
<i>All members must live within the same household</i>			
<b>Season Pass</b>	Youth (3-17 years old)	\$70.00	
	Adult (18+)	\$80.00	
	Senior (55+)	\$65.00	
<b>Punch Cards</b>	All Ages (20 Visits)	\$55.00	
	Water Aerobics (10 Visits)	\$25.00	
<b>Specialty Rates</b>	Wednesdays	\$1.00	<i>All ages</i>
	Sundays	\$2.00	<i>All ages</i>
	Twilight	\$2.50	<i>All ages</i>
	Day Care Group Rate	\$2.50	<i>Per head</i>
	Special Event Rate	\$2.50	<i>w/ Bluegrass Fest or Peach Fest wristband</i>
<b>Special Events/ Parties</b>	Deposit	\$50.00	
<i>All pool party reservations are done for a two hour time block, and all require a non-refundable deposit that is later applied to the total bill. Reservations made by May 31st will receive a 20% discount off the total rental price.</i>	1-20 People	\$85.00	
	21-50 People	\$180.00	
	51-100 People	\$230.00	
	101-125 People	\$280.00	
<b>Swimming Lessons</b>	Per Session	\$34.00	

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - FACILITIES (continued)**

Cemetery Fees			
<b>Adult Casket Burial</b>			
	Grave Space	\$1,000.00	
	Perpetual Care	\$700.00	
	Opening & Closing	\$600.00	
	Development Fee	\$300.00	
	Total for Pre-Need	\$2,000.00	
	Total for Immediate Need	\$2,600.00	
<b>Adult Cremain Burial</b>			
	Grave Space	\$800.00	
	Perpetual Care	\$700.00	
	Opening & Closing	\$300.00	
	Development Fee	\$150.00	
	Total for Pre-Need	\$1,650.00	
	Total for Immediate Need	\$1,950.00	
	Cremaains Burial on OCCUPIED GRAVE SPACE	\$300.00	<i>10 Sets permitted on one space</i>
<b>Infant Burial in FAIRYLAND</b>			
<i>(4 Feet or less)</i>	Grave Space	\$385.00	
	Perpetual Care	\$660.00	
	Opening & Closing	\$550.00	
	Development Fee	\$275.00	
	Total	\$1,870.00	
	Infant Burial on OCCUPIED GRAVE SPACE	\$550.00	
<b>Other Cemetery Charges</b>			
	Overtime	\$550.00	<i>Weekends, holidays or after 5:00pm in weekdays</i>
	Dis-Interment	\$3,300.00	
	Re-Interment	\$550.00	
Any lot purchased prior to 1993 will be required to pay the <i>Development Fee</i> at the current price.			

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - PARKS

Parks			
<b>Peach Bowl Park</b>	Deposit (for single Shelter)	\$100.00	
	All Day	\$1,500.00	<i>Dawn to Dusk</i>
	Overnight	\$1,000.00	
	Shelters (each)	\$50.00	<i>Dawn to Dusk</i>
	Baseball Field	\$15.00	<i>For two hours</i>
<b>Memorial Park</b>	Deposit (for single Shelter)	\$100.00	
	All Day	\$1,000.00	<i>Dawn to Dusk</i>
	Overnight	N/A	
	Shelters (each)	\$50.00	<i>Dawn to Dusk</i>
<b>Independent Park</b>	Deposit	\$100.00	
	All Day	\$100.00	<i>Dawn to Dusk</i>
<b>Town Plaza</b>	Deposit	\$100.00	
	All Day	\$100.00	<i>Dawn to Dusk</i>
<b>Skate Park</b>	Deposit	\$100.00	
	All Day	\$500.00	<i>9:00am - 8:30pm</i>
<b>Bike Skills Park</b>	Deposit	\$100.00	
	All Day	\$250.00	<i>Dawn to Dusk</i>
<b>Disc Golf Course</b>	Deposit	\$100.00	
	All Day	\$100.00	<i>Dawn to Dusk</i>
<b>Riverbend Park</b>			
	<i>Whole Park</i> Deposit	TBD	
	All Day	\$3,500.00	<i>Dawn to Dusk</i>
	Overnight	\$1,750.00	
	<b>Approved Events</b>	<b>\$4,000.00</b>	<b><i>Peach Fest, Wine Fest, Bluegrass Fest</i></b>
	<i>East End</i> Deposit	TBD	
	All Day	\$2,500.00	<i>Dawn to Dusk</i>
	Overnight	\$1,250.00	
	Shelter <u>Deposit</u>	\$100.00	
	Shelters (each)	\$100.00	<i>Dawn to Dusk</i>
	<i>West End</i> Deposit	TBD	
	All Day	\$2,000.00	<i>Dawn to Dusk</i>
	Overnight	\$1,000.00	
	<i>Vendors</i> Fee per vendor space	\$100.00	

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - PARKS (continued)**

<i>(Vendors continued)</i>	Business License	\$10.00	
	Sales Tax		
<i>Parking Lot</i>	All Day	\$1,000.00	<i>Dawn to Dusk</i>
<b>Additional Town Services</b>	Shuttles	\$300.00	<i>Per bus, per event</i>
	Golf Carts	\$100.00	<i>Per cart, per event</i>
	Modem for WiFi <u>Deposit</u>	\$25.00	
	Porta Potties	\$30.00	<i>each</i>
	Ambulance		
	Police		
	Public Works		
	Parking		
	Damages		
<b><i>Non-Profit rate is 1/2 of all above listed fees</i></b>			
<i>*Events of more than 300 or more attendees must obtain a special event permit and are subject to the imposition of an event impact fee base on impacts to Town Government Services. These will be negotiated on a case by case basis.</i>			
<i>**Park use fees may be waived for private non-profits and government entities at the discretion of the Town Administrator. Criteria for fee waiver will include but not be limited to: the number of anticipated attendees, purpose of event, whether or not fees will be charged at the event.</i>			

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - UTILITIES

Water Fees				
<i>All fees shown are billed monthly unless otherwise indicated</i>				
<b>Residential Service</b>	Single Unit	\$40.10	<i>Up to 8,000 gallons</i>	
	Multi Unit Properties	\$40.10	<i>1st Unit (&lt; 8,000 gal)</i>	
		\$28.07	<i>Each additional unit (&lt; 8,000 gal)</i>	
	<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15	<i>per 1,000 gallons</i>
		Next 6,000 gallons over	\$5.50	<i>per 1,000 gallons</i>
	Over 20,000 gallons	\$6.10	<i>per 1,000 gallons</i>	
<b>Mobile Home Park Service</b>	Each Unit	\$40.10	<i>Up to 8,000 gallons</i>	
	<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15	<i>per 1,000 gallons</i>
		Next 6,000 gallons over	\$5.50	<i>per 1,000 gallons</i>
		Over 20,000 gallons	\$6.10	<i>per 1,000 gallons</i>
<b>Business/Industrial Service</b>	3/4" Meter	\$40.10	<i>per 8,000 gallons</i>	
	1" Meter	\$40.10	<i>per 8,000 gallons</i>	
	1 1/2" Meter	\$60.62	<i>per 8,000 gallons</i>	
	2" Meter	\$90.48	<i>per 8,000 gallons</i>	
	3" Meter	\$174.42	<i>per 8,000 gallons</i>	
	4" Meter	\$291.95	<i>per 8,000 gallons</i>	
	<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15	<i>per 1,000 gallons</i>
		Next 6,000 gallons over	\$5.50	<i>per 1,000 gallons</i>
		20,000 to 128,000 gallons	\$6.10	<i>per 1,000 gallons</i>
		Over 128,000 gallons	\$13.60	<i>per 1,000 gallons</i>
<b>Water Tap Fees</b>	3/4" Tap	\$5,500.00		
	<i>All fees shown are one time only</i>	3/4" Tap Labor & Materials	\$850.00	
		1" Tap	\$8,500.00	
		1" Tap Labor & Materials	\$1,000.00	
		1-1 1/2" Tap	\$12,222.00	
		1-1 1/2" Tap Labor & Materials	\$1,500.00	
		2" Tap	\$22,000.00	
		2" Tap Labor & Materials	\$2,500.00	
		3" Tap	\$49,500.00	
		3" Tap Labor & Materials	\$5,000.00	
		4" Tap	\$88,000.00	
		4" Tap Labor & Materials	\$5,000.00	
	<i>Labor and materials NOT included within the price of the water tap. Add the costs for labor and materials when installing water taps.</i>			
Sewer Fees				
<i>All fees shown are billed monthly unless otherwise indicated</i>				
<b>Residential Service</b>	Single Unit	\$35.37		
	Multi Unit Properties	\$35.37	<i>1st Unit</i>	
		\$24.76	<i>Each additional unit</i>	
<b>Mobile Home Park Service</b>	Each Unit	\$35.37		
<b>Lift Station Sewer Service</b>	Residential - Single Unit	\$46.24		
	Residential - Additional Units	\$32.37	<i>each unit</i>	
	Mobile Home Park	\$46.24	<i>each unit</i>	

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - UTILITIES (continued)**

<b>Business/Industrial Service</b>	< 8,000 gallons of water usage	\$46.24		<i>With OR with out lift station</i>
<i>In excess of minimum water volume</i>	Next 12,000 gal of water usage	\$0.61		<i>per 1,000 gallons of water</i>
	Next 20,000 gal of water usage	\$0.92		<i>per 1,000 gallons of water</i>
	Over 50,000 gal of water usage	\$1.61		<i>per 1,000 gallons of water</i>
<b>Sewer Tap Fees</b>	3/4" Tap	\$5,500.00		
<i>All fees shown are one time only</i>	1" Tap	\$8,500.00		
	1-1 1/2" Tap	\$12,222.00		
	2" Tap	\$22,000.00		
	3" Tap	\$49,500.00		
	4" Tap	\$88,000.00		
<b>Garbage Fees</b>			<b>PROPOSED MARCH 2023</b>	
<b>Residential</b>				
	32 Gallon Container (1)	\$18.89	<b>\$20.36</b>	<i>Weekly pick-up</i>
	64 Gallon Container (1)	\$19.82	<b>\$21.37</b>	<i>Weekly pick-up</i>
	96 Gallon Container (1)	\$20.57	<b>\$22.17</b>	<i>Weekly pick-up</i>
	32 Gallon Containers (2)	\$22.50	<b>\$24.26</b>	<i>Weekly pick-up</i>
	64 Gallon Container (2)	\$26.58	<b>\$28.65</b>	<i>Weekly pick-up</i>
	96 + 64 Gallon Containers	\$27.34	<b>\$29.47</b>	<i>Weekly pick-up</i>
	96 Gallon Container (2)	\$31.36	<b>\$33.81</b>	<i>Weekly pick-up</i>
	96 Gallon Container (3)	\$42.15	<b>\$45.44</b>	<i>Weekly pick-up</i>
	96 Gallon Container (4)	\$52.94	<b>\$57.07</b>	<i>Weekly pick-up</i>
<b>Dumpster</b>	2 Yard Dumpster	\$59.75	<b>\$64.41</b>	<i>Weekly pick-up</i>
	3 Yard Dumpster	\$83.25	<b>\$89.74</b>	<i>Weekly pick-up</i>
	4 Yard Dumpster	\$106.77	<b>\$115.10</b>	<i>Weekly pick-up</i>
	6 Yard Dumpster	\$153.79	<b>\$165.79</b>	<i>Weekly pick-up</i>
<b>Misc. Utility Fees</b>	Delinquent Utilities Fee	1.5%		
	Public Works Hourly Rate	\$50.00		
	Shut Off Fee	\$50.00		

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - LICENSES

Licenses			
<b>General Licenses</b>	Business License (annual)	\$50.00	<i>New AND Renewals</i>
	Business License (one-day)	\$10.00	
	Concert Permit (annual)	\$50.00	<i>New AND Renewals</i>
	Master Gas Installer License	\$35.00	
	Master Gas Fitter's License	\$15.00	
	Appliance Dealer License	\$5.00	
<b>Medical Marijuana</b>	New License	\$4,000.00	
	Renewal	\$500.00	
	Renewal Late Fee	\$500.00	<i>in addition to renewal fee</i>
	Change of Business Manager	\$150.00	<i>PLUS actual fingerprint based background check fees</i>
	Transfer of Location	\$1,000.00	
	Modification of premises and/or other activities for which a fee is permitted, but for which a fixed amount is not set in this article	Up to \$250.00	
	Change of corporate structure or change of a Principal	\$150.00	<i>Per person, PLUS actual fingerprint based background check fees</i>
	Other change in financial interests	\$100.00	<i>Minimum, or actual cost if more than \$100.00</i>
<b>Retail Marijuana</b>	Store	\$5,000.00	<i>New Application</i>
	Cultivation	\$5,000.00	<i>New Application</i>
	Manufacturing	\$5,000.00	<i>New Application</i>
	Testing	\$5,000.00	<i>New Application</i>
	Annual Operating Fee	\$5,000.00	
	Renewal for any of the above licenses	\$1,500.00	
	Transfer of Location	\$1,000.00	
<b>Liquor Licenses</b>	<b>New License</b>	<b>\$1,000.00</b>	
		<i>&gt; With concurrent review</i>	\$1,000.00
	Transfer of Ownership	\$750.00	
		<i>&gt; With concurrent review</i>	\$750.00
	<b>Annual Renewal</b>	<b>\$100.00</b>	
	<b>Retail License Fees:</b>	<b>All below fees are in ADDITION to New License or Renewal Application</b>	
	Art License	\$41.25	
	Beer & Wine License	\$48.75	
	Brew-Pub License	\$75.00	
	Club License	\$41.25	
	Hotel & Restaurant	\$75.00	
	<i>&gt; Optional premises</i>	\$75.00	
	Liquor Licensed Drugstore	\$22.50	
	Optional Premises License	\$75.00	
	Recetrack License	\$75.00	
	Retail Gaming Tavern	\$75.00	

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - LICENSES (continued)**

	Retail Liquor Store	\$22.50	
	Tavern License	\$75.00	
	Distillery Pub	\$75.00	
	Lodging & Entertainment	\$75.00	
	Vintner's Restaurant	\$75.00	
<i>3.2% Beer License</i>	Retail Beer ON Premises	\$3.75	
	Retail Beer OFF Premises	\$3.75	
	Retail Beer On/Off Premises	\$100.00	
<i>No OAP Contribution</i>	Special Event Permit (Liquor)	\$100.00	
	<b>Special Event Permit (3.2%)</b>	\$100.00	
	Temporary Permit	\$100.00	
	<b>Alcohol Beverage Festival Permit</b>	\$100.00	
<i>Related Fees &amp; Permits</i>	Addition of Related Facilities	\$100.00	
	Bed & Breakfast Permit	\$3.75	
	Change of Location	\$750.00	
<b>Other</b>	Corp/LLC Change	\$100.00	<i>per person</i>
<i>May be charged for background investigation by local or state (not both) non Master file only</i>			
	Hotel Manager Registration	\$75.00	
	Tavern Manager Registration	\$75.00	
	Late Renewal Fee	\$500.00	
	Mini-Bar Permit	\$48.75	<i>w/ HR License</i>
	Art Gallery Permit	\$3.75	
	Annual Art Gallery Permit	\$100.00	

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - PLANNING & DEVELOPMENT

Planning & Development			
Land Development Code Text Amendment		\$250.00	Hearing Required
Rezoning		\$250.00	Hearing Required
Planned Development		\$300.00	Hearing Required
Conditional Use		\$300.00	Hearing Required
	Minor Deviations	\$25.00	
	Substantial Deviations	\$250.00	Hearing Required
Variance		\$250.00	Hearing Required
Administrative Adjustment		\$25.00	
Design Variance		\$75.00	Hearing Required
Administrative Appeal		\$250.00	Hearing Required
Minor Subdivision		\$400.00	Hearing Required
Major Subdivision Preliminary Plat		\$400.00	Hearing Required
Major Subdivision Final Plat		\$600.00	<b>PLUS \$10.00 per lot</b>
	Park In Lieu	TBD	10% open space/per lot
	School Land Dedication Fee	\$920.00	per residential dwelling (based on \$35,000 per acre)
	Minor Plat Modifications	\$100.00	
Vacation of ROW/Easment		\$150.00	
Site Plan	Multi Family and Non-Residential/ Change of Use	\$50.00	
	Single Family Residential	\$10.00	
Planning Clearance	Basic	\$10.00	<i>moving/constructing/altering/grading or clearing/excavation/demolition or repairing, including ordinary repairs* of any building or other structure on a site including an accessory structure.</i>
	Fences	\$10.00	
	Sign Permit	\$10.00	
	Temporary Use	\$10.00	
Written Interpretation		\$25.00	
Performance Action		\$250.00	Hearing Required
Floodplain Development Permit		\$250.00	
Floodplain Development Permit Variance		\$75.00	Hearing Required
Annexation Fee		\$150.00	
	Annexation Escrow	\$600.00	Maintained during processing of application
Transportation Impact Fees	SEE ATTACHED SCHEDULE		
Stormwater Construction Permit	Per 5-2-1 Drainage Authority		
Building (plumbing, mechanical, electrical) Permits	Per Mesa County Building Department		
<p><i>*Ordinary repairs - re-roof, residing, interior remodel, window replacement, electrical service upgrades, plumbing upgrades and similar actions that do not change the scale, use or character of a structure or land use.</i></p>			

# Transportation Impact Fee Schedule

Land Use Type	ITE Code	Unit	Fee
<b>Residential</b>			
Single Family Detached > than 2,200 Sq.Ft.	210	Dwelling	\$6,763
Single Family Detached 2,200 Sq.Ft. or <	210	Dwelling	\$5,749
Multi-Family Residential	220/230	Dwelling	\$4,570
Mobile Home/ RV Park	240	Pad	\$1,284
<b>Retail Commercial</b>			
Hotel/Motel	310/320	Room	\$2,407
Shopping Center (0-99K SF)	820	1,000 Sq.Ft.	\$4,190
Shopping Center (100-249K SF)	820	1,000 Sq.Ft.	\$3,935
Shopping Center (250K-499K SF)	820	1,000 Sq.Ft.	\$3,815
Shopping Center (500+K SF)	820	1,000 Sq.Ft.	\$3,521
Auto Sales/Service	841	1,000 Sq.Ft.	\$3,785
Bank	911	1,000 Sq.Ft.	\$6,365
Convenience Store w/ Gas Sales	851	1,000 Sq.Ft.	\$9,149
Golf Course	430	Hole	\$5,954
Health Club	493	1,000 Sq.Ft.	\$3,410
Movie Theater	443	1,000 Sq.Ft.	\$10,584
Restaurant, Sit Down (excluding outdoor dining)	831	1,000 Sq.Ft.	\$5,150
Restaurant, Fast Food (excluding outdoor dining)	834	1,000 Sq.Ft.	\$11,532
<b>Office/Institutional</b>			
Office, General (0-99K SF)	710	1,000 Sq.Ft.	\$3,142
Office, General > 100K SF	710	1,000 Sq.Ft.	\$2,675
Office, Medical	720	1,000 Sq.Ft.	\$8,865
Hospital	610	1,000 Sq.Ft.	\$4,117
Nursing Home	620	1,000 Sq.Ft.	\$1,153
Church	560	1,000 Sq.Ft.	\$1,961
Day Care Center	565	1,000 Sq.Ft.	\$4,094
Elementary/Sec. School	520/522/530	1,000 Sq.Ft.	\$641
<b>Industrial</b>			
Industrial Park	130	1,000 Sq.Ft.	\$1,857
Warehouse	150	1,000 Sq.Ft.	\$1,324
Mini-Warehouse	151	1,000 Sq.Ft.	\$463

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - EMERGENCY SERVICES**

Police Department			PROPOSED MARCH 2023
<b>Municipal Traffic Fines</b>		Listed by Municipal Code	
<b>Municipal Criminal Fines</b>		Listed by Municipal Code	
<b>Vehicle Inspection (VIN)</b>	Regular	\$10.00	
<b>Record Request of Any Kind</b>	Report	\$0.25	<i>per page</i>
	All data manipulation after the first hour of inspection	\$30.00	<i>per hour</i>
	Digital Media	\$7.00	<i>per CD or DVD</i>
<b>Sex Offender Registration</b>	Initial Registration	\$20.00	<b>No Charge</b>
	Information Update	No Charge	
	De-Registration	No Charge	
Fire Department/EMS Department			
<b>Burn Permit</b>	Per Season	\$5.00	<b>\$15.00</b>
	Annual	\$10.00	<b>\$25.00</b>
	<b>Agricultural Burn</b>		<b>No Fee</b>
<b>False Alarms</b>	First over allowable number	\$75.00	<i>(3 unexplained false alarms allowed per the UFC)</i>
	Second over allowable number	\$150.00	
	Third over allowed number	\$250.00	
	Fourth and subsequent over allowable number	\$300.00	<i>each</i>
<b>Transport Hospice Patients</b>	Pre-Scheduled	\$75.00	
	Non-Scheduled	\$125.00	
<b>Fire Service Fees</b>	Ladder	\$650.00	<i>Includes 4 person crew</i>
	> Each additional hour	\$300.00	
	Engine	\$500.00	<i>Includes 4 person crew</i>
	> Each additional hour	\$250.00	
	Rescue	\$450.00	<i>Includes 2 person crew</i>
	> Each additional hour	\$200.00	
	Tender	\$350.00	<i>Includes 1 person crew</i>
	> Each additional hour	\$100.00	
	Brush	\$150.00	<i>Includes 1 person crew</i>
	Command	\$60.00	
	Additional Personnel	\$30.00	<i>each</i>
	Ambulance Standby	\$75.00	<i>Includes 2 person crew</i>
	<i>Ambulance standby is for when an individual or organization requires a dedicated ambulance at an event or scene.</i>		
<b>EMS Rescue Fees</b>	Advanced Life Support (ALS)	\$1,213.00	<b>\$1,314.00</b>
	Basic Life Support (BLS)	\$888.00	<b>\$962.00</b>
	ALS Critical Care Transport	\$1,321.00	<b>\$1,430.00</b>
	BLS Critical Care Transport	\$1,009.00	<b>\$1,093.00</b>
	Critical Care/Specialty Care	\$4,026.00	<b>\$4,362.00</b>
	Mileage	\$25.00	<b>\$26.75</b> <i>per mile</i>
	<i>All incidents will be charged for replacement of materials used at replacement cost.</i>		
<b>International Fire and Building Code Inspection Fees</b>			
	<b>New Building Fee</b>	IBC 109.1,109.2	
	1-5,000 square feet	\$150 flat fee / \$75 each inspection	
	> 5,000 square feet	\$150 plus \$.04 per sq ft > 5000 sq ft /\$75 each inspection	
	<b>Tenant Finish Plan Review Fee</b>	IBC 109.1,109.2	
	1-200 square feet	\$50 flat fee (includes inspections)	
	201-500 square feet	\$50 flat fee / \$75 each inspection	
	501-5,000 square feet	\$100 flat fee / \$75 each inspection	

**TOWN OF PALISADE, COLORADO FEE SCHEDULE - EMERGENCY SERVICES (continued)**

	> 5,000 square feet	\$150 plus \$.04 per sq ft > 5000 sq ft / \$75 each inspection
	<b>Fire Alarm Plan Review Fee</b>	IFC 105. 7.6
	System Modification	\$50 flat fee = < devices / \$75 each inspection
	Fire Alarm System	\$150 plus \$2.00 per device / \$75 each inspection
	<b>Fire Sprinkler Plan Review Fee</b>	IFC 150.7.1
	System Modification	\$50 flat fee (= < 20 heads) /\$75 each inspection
	Fire Sprinkler System	\$150 plus \$2.00 per head / \$75 each inspection
	Underground Fire Line	\$200 per permit with building clearance (includes maximum of 3 inspections)
	<b>Miscellaneous Permits</b>	
	Misc./ Special / Extra Inspections	\$100 per trip / Paid prior to inspection
	Fire Flow	\$75 witness test
	Hood extinguishing system (IFC 105.7.1)	\$100 flat fee per hood / \$75 each inspection
	Spray Booth (IFC 105.7.1)	\$200 flat fee / \$75 each inspection
	Install above-ground tank (IFC 105.7.8)	\$100 flat fee / \$75 each inspection
	Install under-ground tank (IFC 105.7.8)	\$200 flat fee / \$75 each inspection
	Remove underground tanks (IFC 105.7.8)	\$200 flat fee / \$75 each inspection
	LP Gas installation (IFC 105.7.11)	\$200 flat fee / \$75 each inspection
	Explosives or blasting agents (IFC 105.6.14)	\$250 per permit
	High-piled storage (IFC 105.6.22)	\$100 per permit
	Spray Finishing (IFC 105.6.41)	\$200 per permit
	Tents /air-supported structures (IFC 105.6.43)	\$100 per permit
	Fireworks Sales (IFC 105.6.14)	\$150 per permit
	Work performed without obtaining permit	Double regular fee



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

**Meeting Date:** March 28, 2023  
**Presented By:** Charles K. Balke, Fire Chief  
**Department:** Fire Department  
**Re:** Personal Protective Equipment for Female Firefighters

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**SUBJECT:**

Purchase of properly sized structural firefighting gear for female firefighters

**SUMMARY:**

The current personal protective gear (turnout gear) was purchased in 2016 and for men that have different and larger body types. This creates a safety hazard for our smaller stature members. Gear that is improperly fitted is more than an inconvenience, it is a hazard that can lead to injuries. Bunker pants that are too long or bulky leads to more trips and falls, delays the ability to respond on apparatus efficiently. Personal protective equipment that is too large decreases the thermal protection of the gear increasing the chances of thermal burns to responders.

We have been trying to replace the safety equipment required for personnel so they can do their jobs and serve our community. We are waiting on the delivery of new Self-Contained Breathing Apparatus (SCBA) which we were awarded through grant funding in the amount of \$162,000. We were successful in getting everyone new turnout boots and replaced half our stock of helmets replaced on a direct distribution grant in the amount of \$10,000. Unfortunately, we were unsuccessful in getting the turnout gear (coat, pant, hood & gloves) funded through grants.

A set of turnout gear consisting of coat, pant, hood and gloves is \$2,700.00 each. We currently have seven female members trying to make do in men's turnout gear. In order to purchase properly fitting gear for all seven females the cost will be \$19,600.00

**BOARD DIRECTION:**



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

**Meeting Date:**           **March 28, 2023**

**Presented By:**       **Charles K. Balke, Fire Chief**

**Department:**       **Fire Department**

**Re:**                   **Donation of Old Ambulance**

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**SUBJECT:**  
Donation of old ambulance to Longmont Emergency Unit

**SUMMARY:**  
I received a request looking for a donation of apparatus from the Longmont Emergency Unit. They are looking for a non-transport apparatus to replace a unit they were forced to take out of service due to an engine fire and subsequent vandalism. They assist local emergency services such as police, fire, and EMS with traffic/crowd control, community events, scene lighting, missing persons, etc.

We have an ambulance that has served it's purpose and is being taken out of service due to mechanical issues and is no longer serviceable for patient transport. Over the years, Palisade Fire Department has benefited from the donation and/or low cost of used apparatus. Based on the proactive approach of the Board of Trustees and the Administration, we are now in a position to return the favor and offer an organization the opportunity to benefit from an apparatus we no longer can use.

If they are willing to accept the unit knowing it would still need some mechanical work, I am requesting to donate this unit to the Longmont Emergency Unit based in Longmont Colorado.

**BOARD DIRECTION:**



LONGMONT EMERGENCY UNIT  
663 17<sup>th</sup> Avenue, Longmont, CO 80501

Wednesday, March 15<sup>th</sup>, 2023

Palisade Fire Department  
341 W. 7<sup>th</sup> St.  
Palisade, CO 81526

To Whom It May Concern:

Greetings and salutations! My name is Mike Anderson, and I am chief of the Longmont Emergency Unit (LEU). I have been an active member with the unit for the past five years and have recently been promoted to and serving as the chief of the organization. The Longmont Emergency Unit is a 501(c)(3) nonprofit organization consisting of all volunteer rescue members. We serve primarily the city of Longmont but also have the ability to assist our partners in the surrounding Boulder County communities. We assist local police, fire, and EMS personnel with their calls for services assisting in any way we can. Our unit helps with traffic and crowd control for any accidents or community events, provide scene lighting and power for any major accident or outdoor crime scene, help with evidence searches, find missing persons, etc. We do a variety of things to help.

Our unit has been in existence since July 1957, over 65 years now. The unit was formed after a horrible drowning accident that involved three brothers. Realizing that there was no one person or group trained in water-related emergencies, the Longmont Emergency Unit was formed. Since that time, our unit has evolved and changed to meet the current demands of our city and county. We are partially funded by a grant from the city of Longmont, and also rely on donations for our everyday operational needs.

The purpose of this letter is to seek your support in procuring a decommissioned ambulance so that we can effectively continue to offer quality medical standby and EMS services for our community. In February of 2022, our non-transporting ambulance sustained an engine fire that forced us to take it out of service. While we were in the process of undergoing an action plan to repair the ambulance, an unknown adult male trespassed onto our property and physically vandalized our ambulance. All the windows were broken, the front bumper was torn off, all the emergency lights were bashed in...it was a disaster! Obviously, this forced us to permanently take it out of our fleet and was deemed a total loss. To this day, the suspect has never been found. In the meantime without the ambulance, we have been forced to rely on our other fleet vehicles as place holder for all the medical standbys and community events that the unit performs.

Our ultimate goal is to locate and procure a used ambulance which will allow us to maintain the same quality of EMS/First aid support that we have delivered for many years in our community. Currently, there are just not enough funds in our budget to allow us to acquire a quality, non-transporting ambulance for a minimal cost. The Longmont Emergency Unit respectfully asks for your support and consideration in assisting us with procuring a replacement ambulance. In the



LONGMONT EMERGENCY UNIT  
663 17<sup>th</sup> Avenue, Longmont, CO 80501

event you decide to replace your fleet of ambulances, please consider the Longmont Emergency Unit as a potential recipient.

My contact information is below, please do not hesitate to contact me directly if you need any additional information from the Longmont Emergency Unit. Thank you for your time in reading this letter.

Respectfully,

Mike Anderson  
Longmont Emergency Unit—Chief  
663 17<sup>th</sup> Avenue, Longmont, CO 80501  
Email: [mike.anderson@leu-rescue.org](mailto:mike.anderson@leu-rescue.org)  
Phone: (970) 631-6390