



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

**April 8, 2025**

**6:00 pm WORK SESSION**

**7:30 pm Regular Meeting**

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

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

- I. **WORK SESSION 6:00 pm – 7:15 pm**
  - A. Golf Cart/Walking Tour of Fences Around Town (Dress Appropriately)
  - B. Ordinance 2025-01 - Amending Section 7.05 of the Palisade Land Development Code Concerning Specific Accessory Use and Structure Standards
- II. **REGULAR MEETING CALLED TO ORDER AT 7:30 pm**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **AGENDA ADOPTION**
- VI. **ANNOUNCEMENTS**
  - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
  - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7<sup>th</sup> Street):**
    - 1. **Planning Commission** – Tuesday, April 15, 2025, at 6:00 pm
    - 2. **Tourism Advisory Board** – Wednesday, April 16, 2025, at 9:00 am
    - 3. **Board of Trustees**– Tuesday, April 22, 2025, at 6:00 pm
  - C. **PALISADE TOURISM ADVISORY BOARD** has four (4) openings for members. Applications will be accepted through April 11, 2025, and interviews & appointments will be on April 22, 2025, at the regularly scheduled Board of Trustees meeting.

- D. **PALISADE INTERNATIONAL HONEYBEE FESTIVAL** is in downtown Palisade on April 12, 2025. For more information, visit: <https://palisadehoneybeefest.org/>

**VII. TOWN MANAGER REPORT**

**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 – March 15, 2025 – March 26, 2025

**B. Minutes**

- Minutes from March 25, 2025, Regular Board of Trustees Meeting

**IX. NEW BUSINESS**

**A. Appointing the Municipal Prosecutor for Palisade Municipal Court**

The Board of Trustees will consider appointing Stephanie K Bergner as the Palisade Municipal Prosecutor.

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

*Approve, deny, or postpone (until April 22, 2025), appointing Stephanie Bergner as the Palisade Municipal Prosecutor and directing the Town Manager to enter into contract for Municipal Court Prosecution services.*

**B. RESOLUTION 2025-10 – Updating Domestic Water Rates for the Town of Palisade**

The Board of Trustees will consider adopting Resolution 2025-10, updating the Fee Schedule for the Town of Palisade by Modifying Water Rates.

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

*Approve, deny, or postpone (until April 22, 2025), adopting Resolution 2025-10 updating the Fee Schedule for the Town of Palisade by Modifying Water Rates.*

**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**



## PALISADE BOARD OF TRUSTEES

**Meeting Date:** April 8, 2025

**Re:** Consent Agenda

---

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

Included in the consent agenda are:

**A. Expenditures**

- Approval of Bills from Various Town Funds - March 15, 2025 – March 26, 2025

**B. Minutes**

- Minutes from March 25, 2025, Regular Board of Trustees Meeting



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

**Meeting Date:** April 8, 2025  
**Presented By:** Town Clerk  
**Department:** Clerk  
**Re:** Municipal Court Prosecutor

---

**SUBJECT:**

The Board of Trustees for the Town of Palisade will consider appointing Stephanie K Bergner as the Palisade Municipal Prosecutor.

**SUMMARY:**

Tim Graves, the previous Palisade Municipal Court Prosecutor, submitted his resignation from the position in November of 2024 when he was appointed as the Glenwood Springs Municipal Judge.

The Town published a Request for Proposal (RFP) for a Municipal Court Prosecutor on November 22, 2024, and again on February 11, 2025.

Mayor Mikolai, Trustee Fox, the Municipal Court Clerk, and the Town Clerk held an interview with Stephanie K Bergner for the position of Municipal Court Prosecutor on Friday, March 21, 2025. The decision was unanimous to forward a recommendation to the Board of Trustees to enter into contract with Ms. Bergner for the position.

**BOARD DIRECTION:**

Approve directing the Town Manager to enter into contract with Stephanie K Bergner for Municipal Court Prosecution services for the Town of Palisade.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into effective this 1<sup>st</sup> day of April 2025 by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the “Town”), and THE LAW OFFICE OF STEPHANIE BERGNER, LLC (“Contractor”).

WHEREAS, the Town desires to appoint Stephanie Bergner (“Contractor”), as the Palisade Municipal Prosecutor and that Contractor perform the services of Municipal Prosecutor as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to accept the appointment of Palisade Municipal Prosecutor and 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. Scope of Agreement. Contractor agrees to provide prosecutorial services to the Town that will include the responsibility for prosecution of all municipal code violations referred by the Town’s various departments, including the police department and code enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the Town as prosecutor, including full victim services.

2. Consideration. Contractor shall be paid \$200.00 per hour for the services, including travel time, plus customary costs including collation of court files, mailing charges and costs for the preparation of photographic and video evidence. The hourly rate for all legal assistant time shall be \$60.00 per hour. The Town shall pay Contractor within thirty (30) days of receiving an itemized invoice from Contractor for such services. In the event Contractor finds it necessary to retain a Special Prosecutor because Contractor is unavailable or has a conflict of interest on a matter, compensation to the Special Prosecutor will be paid by the Town.

3. Term and Renewal. The initial term of this Agreement shall be from April 1, 2025 to March 31, 2026, or until the Agreement is terminated pursuant to Paragraph 10 herein. At the end of the initial term, the Board of Trustees shall determine whether to grant an extension of said contract in increments and at a rate as may be mutually agreeable to the Town and the Contractor. If no action is taken, this Agreement will continue on a month-to-month basis under the same terms set forth herein.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor’s work product, including electronic files, are instruments of professional service. Nevertheless,



Agreement for Professional Services  
Town of Palisade Prosecutor

City from any claims or actions brought against Contractor by reason thereof.

12. Entire Agreement. This Agreement 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.

13. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

14. Authority. Each person signing this Agreement 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.

15. Attorneys' Fees. Should this Agreement become the subject of litigation between the City 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

THE LAW OFFICE OF STEPHANIE BERGNER, LLC

By:   
\_\_\_\_\_  
Stephanie K. Bergner, Manager

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2025-10**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO ADOPTING A WATER RATE STUDY AND AMENDING THE FEE SCHEDULE IN REGARD TO WATER RATES.**

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

**WHEREAS**, the Board of Trustees requested a water rate study to ensure the water fees charged by the Town are fair and equitable, yet adequate to meet the Town's needs into the future, (the "Rate Study"); and

**WHEREAS**, the Town commissioned Rural Community Assistance Corporation to prepare the Rate Study, which was presented to the Palisade Board of Trustees on April 8, 2025;  
and

**WHEREAS**, the Board of Trustees desires to accept the Rate Study; and

**WHEREAS**, the Board of Trustees realizes that the current water user fees do not provide adequately for the ongoing operating expenses, including the debt service due for the water fund in the Town of Palisade and needs to adjust water fees accordingly; and

**WHEREAS**, the rates adopted by this Resolution assume an annual \$100,000 transfer from the general fund to the water fund in 2025 through 2029 to soften the impact of increased rates on residents and maintain an adequate reserve in the water fund and make debt payments.

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

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

**Section 2.** The Water Rate Study dated April 11, 2023 prepared by Rural Community Assistance Corporation is hereby accepted by the Town of Palisade with the Board of Trustees to adequately meet its legal, fiduciary and financial responsibilities.

**Section 3.** The fee schedule be amended to reflect the following:

**Water Service**

*(All fees shown are billed monthly unless otherwise indicated)*

**Residential/Mobile Home Park/Multi-Family Unit**

\$55.00 for 5,000 gallons (per dwelling unit)

\$38.50 for ADU

**Business, Industrial:**

¾" meter	\$55.00	for 5,000 gallons
1" meter	\$55.00	for 5,000 gallons
1 ½" meter	\$94.00	for 5,000 gallons
2" meter	\$141.00	for 5,000 gallons
3" meter	\$267.00	for 5,000 gallons
4" meter	\$443.00	for 5,000 gallons

**Residential/Mobile Home Park/Multi-Family Unit**

**In excess of minimum volume:**

5,001-8,000 gallons:	\$5.25	per 1,000 gallons
8,001-12,000 gallons:	\$5.60	per 1,000 gallons
Over 12,000 gallons:	\$6.20	per 1,000 gallons

**Business, Industrial Multi-Unit**

**In excess of minimum volume:**

5,001-8,000 gallons:	\$5.25	per 1,000 gallons
8,001-12,000 gallons:	\$5.60	per 1,000 gallons
12,001-128,000 gallons:	\$6.20	per 1,000 gallons
Over 128,000 gallons:	\$13.70	per 1,000 gallons

**Section 4.** Each year on January 1<sup>st</sup>, commencing January 1, 2026, the base rates adopted herein shall increase 8%, rounded up to the nearest \$0.05, and the tiered rates will increase \$0.10 per 1,000 gallons. For the Town's 2030 budget, staff shall revisit these rates relative to its reserve fund and operating needs to determine if rate adjustments should be made.

**RESOLVED, APPROVED, and ADOPTED this 8<sup>th</sup> day of April 2025.**

TOWN OF PALISADE, COLORADO

---

Greg Mikolai, Mayor

ATTEST:

---

Keli Frasier, CMC  
Town Clerk