



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

**April 27, 2021**

**5:00 pm Work Session**

**to Discuss an Intergovernmental Agreement (IGA) with  
Clifton Sewer and to Interview Applicants for Planning Commission**

**6:00 pm Regular and Virtual Meeting w/ In-Person Seating**

- I. WORK SESSION BEGINS AT 5:00 pm
- II. REGULAR MEETING CALLED TO ORDER AT 6:00 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 (virtually or in-person) at the meeting and make said statements to the Board directly.
  - B. **The Town of Palisade has a NEW WEBSITE!** [www.palisade.colorado.gov](http://www.palisade.colorado.gov)
  - C. **Town Hall Offices Are Now Open to the Public: Monday – Friday, 8:30 am – 4:30 pm**
- VII. PRESENTATIONS
  - A. **Proclamation for Teacher Appreciation Week** Presented by Trustee Somerville
  - B. **Proclamation for National Police Week** Presented by Trustee Maxwell
- VIII. TOWN MANAGER REPORT

## IX. CONSENT AGENDA

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

### A. Expenditures

Approval of Bills from Various Town Funds – April 10, 2021 – April 22, 2021

### B. Minutes

Minutes from April 13, 2021, Regular Board Meeting

## X. PUBLIC COMMENT

***Please keep comments to 3 MINUTES OR LESS, and state your name and address. IF ATTENDING VIRTUALLY, PLEASE TURN ON YOUR CAMERA WHEN SPEAKING TO THE BOARD.*** 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.

## XI. PUBLIC HEARING I

### A. PRO 2021-5 – Harvest Host at Colorado Vintners CUP

*The Board of Trustees will consider a request for a Conditional Use Permit (CUP) at 3674 G Rd. (2937-083-00-060) to allow for Harvest Host RV (Recreational Vehicle) parking on the subject property, as applied for by the Colorado Vintner's Collective LLC.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (Please keep comments to 3 minutes or less and state your name and address. **If attending virtually, please turn on your camera when speaking to the Board.**)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision – Motion, Second, Rollcall Vote

## XII. PUBLIC HEARING II

### A. PRO 2021-06 - 3719 G Road Fence Variance

*The Board of Trustees, acting as the Board of Adjustment, will consider an application for a variance from Section 7.05 D6 of the Palisade Land Development Code for the height of a fence at 3719 G Road (2941-032-00-069), as applied for by Marshall Roach, pursuant to Section 4.12 of the Land Development Code.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (Please keep comments to 3 minutes or less and state your name and address. **If attending virtually, please turn on your camera when speaking to the Board.**)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision – Motion, Second, Rollcall Vote

### **XIII. NEW BUSINESS**

#### **A. Appointment of Planning Commissioner**

*The Board of Trustees will appoint a member to the Palisade Planning Commission to fulfill a four-year term from 2021-2025.*

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

#### **B. Clifton Sewer IGA**

*The Board will consider directing the Town Manager to enter into an intergovernmental agreement with Clifton Sewer for services to the Town of Palisade.*

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

#### **C. Resolution 2021-03 - Fee Schedule Update**

*The Board will consider updating the Town of Palisade's fee schedule.*

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

#### **D. Transportation Alternatives Program (TAP) Grant Sidewalks Engineering Contract**

*The Board will consider directing the Town Manager to enter into an agreement with Stolfus and Associates for design/ engineering of sidewalks to High School, funded by a \$1 Million Federal TAP Grant.*

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

#### **E. Chamber of Commerce Memorandum of Understanding (MOU)**

*The Board will consider entering into an MOU with the Palisade Chamber of Commerce.*

1. Staff Presentation
2. Chamber of Commerce Representative Presentation
3. Board Discussion
4. Decision – *Motion, Second, Rollcall Vote*

### **XIV. OPEN DISCUSSION**

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

### **XV. COMMITTEE REPORTS**

### **XVI. ADJOURNMENT**



**TOP Board of Trustees Regular Scheduled Virtual Meeting Electronic Participation Instructions**

*Due to the increase in public participation in Town meetings, the Town of Palisade has decided to continue virtual public attendance. with in-person seating at the Board Chambers*

**Work Session starts at 5:00 pm**

**Regular meeting starts at 6:00 pm**

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

**Meeting ID Number: 332 007 5780**

To Join Zoom Meeting:

**BY COMPUTER/SMARTPHONE:** Click on the link above and follow the instructions. Participants from the audience will be able to speak during public comment. **There is a hand symbol to push that will allow the meeting moderator to see who wants to speak.** Please remember to state your name before speaking. The person has three minutes to speak. The line will be muted at the end of the three minutes. **If using a smartphone, you must download the app.**

**\*BY TELEPHONE:** Members of the public who wish to provide public comment on any specific agenda item or during general public comment must call the number provided below between 5:40 pm and 5:59 pm. During that time, the **moderator of the call will ask your name and the agenda item or if you wish to speak to an item not on the Agenda.** Once that information has been provided, your line will be muted. When it is time to talk during the meeting, the moderator will unmute the line, state the person's name who will be speaking. The person has three minutes to speak. The line will be muted at the end of the three minutes.

To participate, dial the following phone number: **1 (253) 215 8782**, then there will be a prompt to enter the meeting **ID. Number Noted Above**, and the User ID is the pound (#) sign.

**BY ELECTRONIC MAIL:** Members of the public may also provide public comments or comment on a specific agenda item by sending an email to [kfrasier@townofpalisade.org](mailto:kfrasier@townofpalisade.org). The email must be received by 2:00 pm on the day of the meeting. **The Town Clerk will FORWARD THE EMAIL TO THE BOARD OF TRUSTEES.** *Any member of the public who wishes to have a statement read into the Minutes is required to appear (virtually) at the meeting and make said statements to the Board directly.*



## ***Teacher Appreciation Week*** ***May 3 - 7, 2021***

**WHEREAS**, Mesa County Valley School District 51 employs 2,884 teachers and staff currently serving 21,081 students in 46 schools throughout the Grand Valley; and

**WHEREAS**, Mesa County Valley School District 51 is the largest school district in Colorado to remain open throughout the 2020-2021 school year despite the COVID-19 pandemic; and

**WHEREAS**, teachers work hard in schools throughout the nation every day to provide a safe, high quality, and stable learning environment for children; and

**WHEREAS**, the education teachers provide has the power to strengthen our economy and our society as a whole by growing students who graduate prepared to become successful members of society and the workplace; and

**WHEREAS**, teachers often do not receive the pay or praise they deserve for dedicating their lives to the children of our community.

**NOW, THEREFORE, BE IT RESOLVED THAT THE PALISADE BOARD OF TRUSTEES** proclaims May 3 - 7, 2021, as:

## ***Teacher Appreciation Week***

throughout this community and calls upon all members of our community to express their appreciation for the educators who engage, equip, and empower our learning community today for a limitless tomorrow.

**IN WITNESS WHEREOF**, I hereunto set my hand and cause to be affixed the official seal of the Town of Palisade this 27<sup>th</sup> day April 2021.

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Mayor Greg Mikolai  
For the Palisade Board of Trustees



## ***Proclamation for National Police Week 2021***

To recognize National Police Week 2021 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of our local law enforcement agencies, to include the Mesa County Sheriff's Office, the Grand Junction Police Department, the Palisade Police Department, the Fruita Police Department, Collbran Marshal's Office, De Beque Marshal's Office, and the Colorado State Patrol;

WHEREAS, approximately 58,000 assaults against law enforcement officers are reported on average each year, resulting in more than 18,000 injuries;

WHEREAS, since the first recorded death in 1786, more than 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including three from local law enforcement agencies. Deputy Edward Innes was killed on September 27, 1906, during an inmate jail escape. Fruita Police Department lost Acting Chief Dan Dalley in June 2001. Most recently, Deputy Derek Geer of the Mesa County Sheriff's Office died after being shot by an armed suspect in February of 2016.

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 360 officers were killed in the line of duty in 2020, three of whom were fallen Colorado heroes: Detective Curt M. Holland, of the Commerce City Police Department, Ranger Brendan P. Unitt of Larimer County Department of Natural Resources, Colorado, and Deputy Sheriff Jeffrey C. Hopkins of El Paso County Sheriff's Office. Their names will be added to the National Law Enforcement Officers Memorial located in Washington, D.C., this year;

WHEREAS, May 15 is designated as Peace Officers Memorial Day and the week of May 9 through May 15, 2020, is National Police Week;

THEREFORE, BE IT RESOLVED that the Board of Trustees for the Town of Palisade formally designates May 9-15, 2021, as Police Week in Mesa County and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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Mayor Greg Mikolai  
For the Palisade Board of Trustees



Board of Directors Work Session:

At the work session various grants and projects were discussed for future planning.

- Does the Board want to give direction to the Town Manager to design the concept plan and funding request for Elberta Ave multi-modal improvements to the Revitalizing Main Streets Grant?
- Does the Board of Trustees want to tour the potential Wine Valley Road route for possible concept design work to prepare for a future grant as 'project ready?'
- Does the Board of Trustees give direction to the Town Manager to apply for \$100,000 Main Streets Grant for additional Highway 6 sidewalk funding?

**Estimated Time-Line of on-going Projects from Grants:**

**April – August 2021**

1. Parklet Main Street Revitalization Grant \$50,000 - Build 2 parklets for social distancing – Peche' and Di Orios' for COVID19 recovery –
2. Sidewalk Main Street Revitalization Grant \$50,000 Construct bulb outs and sidewalk expansion in downtown area
3. GOCO Grant – complete bus stop – Plunge Kiosk and history scale feature
4. Palisade Plunge Downtown Ribbon Cutting – July 23 -4:00 – 9:00pm
5. EPA Brownfields Grant – Asbestos Remediation - Grant submitted Wednesday 10.28.2020 for asbestos remediation at the old highs school – grant request is +/- \$500,000 with 20% match - Announcement of winners in June 2021
6. Remove asbestos in old high school – August
7. August 19 Peachfest Ice Cream Social hosted by the Town
8. Apply for \$100,000 Main Street Revitalization Grant for sidewalks on Hwy 6
9. Apply for Revitalizing Main Streets grant for Elberta Ave multi-modal improvements

**September – December 2021**

1. Clifton Sanitation District IGA and USDA grant/loan completion, including culture study needed
2. Remove old high school – prepare site for new clinic
3. Construction of Highway 6 with MPPO grant - \$1 million

**January – March 2022**

1. TAP Grant: Complete engineering design for sidewalks to high school
2. Construction of sidewalks to high school – TAP Grant \$1 million
3. Design & Build Community Hospital Clinic





## **PALISADE BOARD OF TRUSTEES**

### **Staff Report**

**Meeting Date:** April 20, 2021

**Department:** Fire Department

**Department Director:** Charles K. Balke, Fire Chief

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We completed the Lieutenant Assessment Center in which we started with four internal candidates and tested three of those. An offer was made and accepted by Paramedic Zach Shouse. He will be the Lieutenant for Red Crew effective April 6, 2021.

Through coordination of personnel from Parks and Recreation, Palisade Fire Department, Clifton Fire District and the BLM, a prescribed burn was conducted on the east side of the Riverbend Park area as part of the mitigation process of the invasive Russian Olive and Tamarisk. We were able to get multiple personnel task books completed.

At the beginning of the year there were eight new volunteer members hired. Some of these individuals come to us with a variable amount training and experience in fire and/or medical training. The academy started on March 22<sup>nd</sup> with the Hazardous Materials portion which will be followed by the Firefighter I training.

Currently putting together details for a Volunteer Fire Assistance (VFA) Grant application. The intention is to replace outdated and/or missing items for apparatus to ensure compliance with standards. The focus is on wildland equipment which will aid crews on fires within and around the jurisdiction.

Crews have been working hard at cleaning and organizing the station. The “Dayroom” and bedrooms have been repainted by the crews. We are waiting on new flooring to be installed with an anticipated date of the week of April 26<sup>th</sup>. There is also some new furniture coming that will replace old broken furniture.

We have been reviewing all incident reports on a daily basis and providing feedback to individuals where appropriate. All incident reports are being completed in a timely manner and submitted for billing when finalized. Once the Medicare Revalidation is finalized, we should see an increase in billing reimbursements. We received notice that we have received a payment of \$58,561.10 in back payment at this point.

In early March the US Senate passed a bill eliminating the 2% across the board cut to all Medicare payments. The Centers for Medicare and Medicaid Services issued a bulletin noting they will be holding all Medicare claims with dates of service starting April 1<sup>st</sup> until the bill is signed into law. This will cause further delay in collections from Medicare.



The compressor station used to refill the air bottles for the Self-Contained Breathing Apparatus (SCBA) is from 1987 and is no longer working and parts are not available. We have worked with East Orchard Mesa Fire and they are donating the unit they picked up from Brighton Fire Department as they can't use it. The unit is used but still in good shape. This allows us to buy some time and saves an estimated \$75,000 until we can afford to replace it with a new unit.

SCBA bottles are two years past their required hydro-test dates. SCBA units require annual flow testing so looking into having that done in conjunction with when Clifton Fire does theirs.

We are going through the apparatus in conjunction with the Town's mechanic and determining which apparatus are worth repairing and which are better off being sold. We will have a complete list before the auction date. Currently looking at the water tender, Chief Rupp's Command vehicle and Engine 42. All have exceeded their return on investment and require significant amounts of repair. We will pull all the viable equipment off of these units and reallocate them to other units as needed.

The ladder truck requires third party independent testing in addition to ground ladder testing. Will look at coordinating this with Clifton to reduce costs. Pump testing will need to be done on all fire apparatus.



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P.O. Box 128  
Palisade, CO 81526

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

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## EXPENDITURES - APPROVAL BY DEPT

Council Meeting Date – April 27, 2021

Date Range of Payables – 04/10/21 – 04/23/21

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 04/10/2021-04/23/2021

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0403210	AFLAC After-Tax Pay Period: 4/3/	04/15/2021	55.80	.00		
AFLAC INSURANCE	PR0403210	AFLAC Pre-tax Pay Period: 4/3/2	04/15/2021	230.70	.00		
AFLAC INSURANCE	PR0417210	AFLAC Pre-tax Pay Period: 4/17/	04/22/2021	230.70	.00		
AFLAC INSURANCE	PR0417210	AFLAC After-Tax Pay Period: 4/1	04/22/2021	55.80	.00		
COLORADO DEPT OF REVENUE	PR0403210	State Withholding Tax Pay Period	04/15/2021	2,446.00	.00		
COLORADO DEPT OF REVENUE	PR0417210	State Withholding Tax Pay Period	04/22/2021	2,612.00	.00		
FICA/MED/ P/R TAXES	PR0403212	Federal Withholding Tax Pay Peri	04/15/2021	6,595.05	.00		
FICA/MED/ P/R TAXES	PR0403212	Medicare Pay Period: 4/3/2021	04/15/2021	1,099.86	.00		
FICA/MED/ P/R TAXES	PR0403212	Medicare Pay Period: 4/3/2021	04/15/2021	1,099.86	.00		
FICA/MED/ P/R TAXES	PR0403212	Social Security Pay Period: 4/3/2	04/15/2021	3,152.75	.00		
FICA/MED/ P/R TAXES	PR0403212	Social Security Pay Period: 4/3/2	04/15/2021	3,152.75	.00		
FICA/MED/ P/R TAXES	PR0417212	Federal Withholding Tax Pay Peri	04/22/2021	7,336.05	.00		
FICA/MED/ P/R TAXES	PR0417212	Social Security Pay Period: 4/17/	04/22/2021	2,956.41	.00		
FICA/MED/ P/R TAXES	PR0417212	Social Security Pay Period: 4/17/	04/22/2021	2,956.41	.00		
FICA/MED/ P/R TAXES	PR0417212	Medicare Pay Period: 4/17/2021	04/22/2021	1,232.05	.00		
FICA/MED/ P/R TAXES	PR0417212	Medicare Pay Period: 4/17/2021	04/22/2021	1,232.05	.00		
FIRE AND POLICE PENSION	PR0403210	FPPA Police DD Pay Period: 4/3/	04/15/2021	643.38	.00		
FIRE AND POLICE PENSION	PR0403210	Fire Pension Pay Period: 4/3/202	04/15/2021	269.38	.00		
FIRE AND POLICE PENSION	PR0403210	Fire Pension Pay Period: 4/3/202	04/15/2021	364.46	.00		
FIRE AND POLICE PENSION	PR0403210	Police Pension Pay Period: 4/3/2	04/15/2021	1,822.95	.00		
FIRE AND POLICE PENSION	PR0403210	Police Pension Pay Period: 4/3/2	04/15/2021	2,466.33	.00		
FIRE AND POLICE PENSION	PR0403210	FPPA Fire DD Pay Period: 4/3/20	04/15/2021	95.08	.00		
FIRE AND POLICE PENSION	PR0403210	FPPA 457 Pay Period: 4/3/2021	04/15/2021	50.00	.00		
FIRE AND POLICE PENSION	PR0417210	Police Pension Pay Period: 4/17/	04/22/2021	1,819.07	.00		
FIRE AND POLICE PENSION	PR0417210	Fire Pension Pay Period: 4/17/20	04/22/2021	512.31	.00		
FIRE AND POLICE PENSION	PR0417210	Fire Pension Pay Period: 4/17/20	04/22/2021	378.66	.00		
FIRE AND POLICE PENSION	PR0417210	FPPA Police DD Pay Period: 4/17	04/22/2021	642.02	.00		
FIRE AND POLICE PENSION	PR0417210	FPPA 457 Pay Period: 4/17/2021	04/22/2021	50.00	.00		
FIRE AND POLICE PENSION	PR0417210	FPPA Fire DD Pay Period: 4/17/2	04/22/2021	133.65	.00		
FIRE AND POLICE PENSION	PR0417210	Police Pension Pay Period: 4/17/	04/22/2021	2,461.10	.00		
ICMA TRST 401 - 107074	PR0403210	ICMA 401K Pay Period: 4/3/2021	04/15/2021	1,989.74	.00		
ICMA TRST 401 - 107074	PR0403210	ICMA 401K Pay Period: 4/3/2021	04/15/2021	1,989.74	.00		
ICMA TRST 401 - 107074	PR0417210	ICMA 401K Pay Period: 4/17/202	04/22/2021	1,986.69	.00		
ICMA TRST 401 - 107074	PR0417210	ICMA 401K Pay Period: 4/17/202	04/22/2021	1,986.69	.00		
ICMA TRST 457 - 304721	PR0403210	ICMA 457 Pay Period: 4/3/2021	04/15/2021	100.00	.00		
ICMA TRST 457 - 304721	PR0417210	ICMA 457 Pay Period: 4/17/2021	04/22/2021	100.00	.00		
FAMILY SUPPORT REGISTRY	PR0403211	FIPS 056888833 Garnishment P	04/15/2021	342.08	342.08	04/15/2021	
FAMILY SUPPORT REGISTRY	PR0417211	FIPS 056888833 Garnishment P	04/22/2021	227.08	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	1,906.83	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	154.45	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	4,045.05	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	613.15	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	21,312.15	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	92.28	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	1,259.60	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	139.60	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	165.52	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	6,347.05	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	6,099.73	.00		
CIGNA HEALTHCARE	PR0417211	Health and Dental Insurance Cig	04/22/2021	125.76	.00		
ANTHEM BLUE CROSS AND BL	PR0403211	Vision Insurance Vision Employee	04/15/2021	24.68	24.68	04/15/2021	
ANTHEM BLUE CROSS AND BL	PR0403211	Vision Insurance Vision Employee	04/15/2021	11.99	11.99	04/15/2021	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ANTHEM BLUE CROSS AND BL	PR0403211	Vision Insurance Vision Employee	04/15/2021	11.48	11.48	04/15/2021	
ANTHEM BLUE CROSS AND BL	PR0403211	Vision Insurance Vision Employee	04/15/2021	81.99	81.99	04/15/2021	
ANTHEM BLUE CROSS AND BL	PR0417211	Vision Insurance Vision Employee	04/22/2021	28.20	.00		
ANTHEM BLUE CROSS AND BL	PR0417211	Vision Insurance Vision Employee	04/22/2021	11.99	.00		
ANTHEM BLUE CROSS AND BL	PR0417211	Vision Insurance Vision Employee	04/22/2021	11.48	.00		
ANTHEM BLUE CROSS AND BL	PR0417211	Vision Insurance Vision Employee	04/22/2021	81.99	.00		
CORE & MAIN	O020984	A/R DUE FROM PPL	04/09/2021	3,876.60	.00		
CORE & MAIN	O027008	A/R DUE FROM PPL	04/09/2021	191.57	.00		
CORE & MAIN	O031555	A/R DUE FROM PPL	04/12/2021	385.30	.00		
CORE & MAIN	O050053	A/R DUE FROM PPL	04/14/2021	696.00	.00		
ALPINE BANK CC	TB APR 3111 -	EVENTBRITE REFUND	04/18/2021	7,178.99	.00		
Total :				111,728.08	472.22		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
COLORADO STAMP & SEAL	91234	STAMP	04/14/2021	19.95	.00		
MESA COUNTY	2020 PROPER	PROPERTY TAX 2020 (17 ACCO	04/01/2021	1,876.00	1,876.00	04/15/2021	
OFFICE DEPOT	165579367001	OFFICE SUPPLY - ADMIN	04/16/2021	284.81	.00		
OFFICE DEPOT	165838669001	OFFICE SUPPLY - ADMIN	04/16/2021	8.49	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	295.05	295.05	12/31/2020	
PROVELOCITY LLC	29382	IT EQUIPMENT ADMIN	01/11/2021	460.00	.00		
CENTURY LINK	040120201	1343 - TOWN HALL INTERNET-R	04/01/2021	163.31	.00		
CENTURY LINK	040120201	9016 - ADMIN. FAX	04/01/2021	109.52	.00		
XCEL ENERGY	727864364	ADMINISTRATION LIGHTS	04/14/2021	341.00	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	34.49	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	.71	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	10.35	.00		
WILLIAM CARLSON	2021.04.07	CONFERENCE - MILEAGE	04/07/2021	57.68	.00		
ALPINE BANK CC	BF APR 4622 -	TRAVEL - GAS - EQUIPMENT PI	04/18/2021	44.00	.00		
ALPINE BANK CC	KF APR 3160 -	ADMIN - OPERATING	04/18/2021	92.55	.00		
ALPINE BANK CC	KF APR 3160 -	ADMIN - OPERATING	04/18/2021	89.12	.00		
ALPINE BANK CC	KF APR 3160 -	NOTARY RECERT	04/18/2021	10.00	.00		
ALPINE BANK CC	KF APR 3160 -	ADMIN - OPERATING	04/18/2021	21.99	.00		
ALPINE BANK CC	TB APR 3111 -	INFO TECH - ZOOM	04/18/2021	321.60	.00		
ALPINE BANK CC	TB APR 3111 -	INFO TECH - ZOOM	04/18/2021	21.80-	.00		
ALPINE BANK CC	TB APR 3111 -	INFO TECH	04/18/2021	178.00	.00		
ALPINE BANK CC	TB APR 3111 -	ADMIN - OPERATING	04/18/2021	35.43	.00		
ALPINE BANK CC	TB APR 3111 -	ADMIN - OPERATING	04/18/2021	19.99	.00		
COLUMN	4E284DA7-003	Ordinance Notice	04/14/2021	8.71	.00		
COLUMN	4E284DA7-003	NOTICE - LIQUOR LICENSE	04/21/2021	10.16	.00		
SPECTRUM ENTERPRISE	108289601040	IT CHARGES - FACILITIES	04/01/2021	109.99	.00		
Total ADMINISTRATION:				4,581.10	2,171.05		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
CSG SYSTEMS, INC.	266597	PUBLIC NOTICE SIGNS	04/14/2021	337.40	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	231.82	231.82	12/31/2020	
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	59.15	.00		
ALPINE BANK CC	TB APR 3111 -	COMM DEV - PAV EXPENSE	04/18/2021	300.00	.00		
COLUMN	4E284DA7-003	COMM DEV - NOTICE	04/14/2021	11.13	.00		
COLUMN	4E284DA7-003	COMM DEV - NOTICE	04/16/2021	14.52	.00		
Total COMMUNITY DEVELOPMENT:				954.02	231.82		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOURISM FUND</b>							
ALPINE BANK CC	KF APR 3160 -	TOURISM - ON LINE MARKETIN	04/18/2021	120.00	.00		
ALPINE BANK CC	TB APR 3111 -	TOURISM - ON LINE MARKETIN	04/18/2021	18.17	.00		
SLATE COMMUNICATIONS, LLC	2366	5245 - TAB - MARKETING	03/31/2021	742.57	.00		
SLATE COMMUNICATIONS, LLC	2366	5247 - TAB - MARKETING	03/31/2021	1,237.62	.00		
SLATE COMMUNICATIONS, LLC	2366	5249 - TAB - MARKETING	03/31/2021	2,871.29	.00		
SLATE COMMUNICATIONS, LLC	2366	5250 - TAB - MARKETING	03/31/2021	3,465.35	.00		
SLATE COMMUNICATIONS, LLC	2366	5255 - TAB - MARKETING	03/31/2021	1,683.17	.00		
Total TOURISM FUND:				10,138.17	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	263.44	263.44	12/31/2020	
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	10.35	.00		
ALPINE BANK CC	KF APR 3160 -	BLUEGRASS MARKETING	04/18/2021	66.99	.00		
Total RECREATION:				340.78	263.44		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COURT</b>							
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	42.15	42.15	12/31/2020	
Total COURT:				42.15	42.15		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
CONSOLIDATED COMMUNICATI	2020-000-542	CCNC MEMBERSHIP FEE	01/20/2021	100.00	.00		
JIM DIBLE OIL COMPANY	112178	POLICE DEPT - GAS / DIESEL	04/09/2021	229.71	.00		
JIM DIBLE OIL COMPANY	112238	POLICE DEPT - GAS / DIESEL	04/16/2021	163.48	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	1,896.75	1,896.75	12/31/2020	
CENTURY LINK	040120201	1343 - PD INTOXICATOR PORTI	04/01/2021	35.00	.00		
COOP COUNTRY	240499	PD CAR WASH	04/14/2021	2.00	.00		
COOP COUNTRY	240500	PD CAR WASH	04/14/2021	5.76	.00		
COOP COUNTRY	240604	PD CAR WASH	04/20/2021	5.44	.00		
COOP COUNTRY	240605	PD CAR WASH	04/20/2021	2.62	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	92.28	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	295.75	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	41.91	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	41.38	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	76.78	.00		
KINETIC LEASING, INC.	249770	INTERCEPTOR LEASE (3)	04/12/2021	3,869.04	.00		
ALPINE BANK CC	DF APR 3129 -	PD - SMALL EQUIP	04/18/2021	43.41	.00		
ALPINE BANK CC	DF APR 3129 -	PD - OPERATING SUPPLIES	04/18/2021	79.78	.00		
ALPINE BANK CC	DF APR 3129 -	PD - PROFESSIONAL SERVICE	04/18/2021	50.00	.00		
ALPINE BANK CC	DF APR 3129 -	PD - UNIFORMS	04/18/2021	108.95-	.00		
ALPINE BANK CC	DF MAR 3129 -	PD - TRAINING	03/18/2021	375.00	375.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - TRAINING	03/18/2021	50.00	50.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - TRAINING	03/18/2021	375.00	375.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - OPERATING SUPPLIES	03/18/2021	98.99	98.99	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD- CODE COMPLIANCE	03/18/2021	17.39	17.39	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - SMALL EQUIP	03/18/2021	34.99	34.99	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - PROFESSIONAL SERVICE	03/18/2021	50.00	50.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - OPERATING SUPPLIES	03/18/2021	122.13	122.13	04/15/2021	
RECOVERY BROS LLC	21-0404-349	TOW BILL - PD	04/04/2021	205.00	205.00	04/15/2021	
MORRIS R BEEBE	5585	TOW SERVICE	04/03/2021	290.00	.00		
JESSE HUMPHREY	1	LOCKSMITH SERVICE	04/03/2021	200.00	.00		
Total POLICE:				8,740.64	3,225.25		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	93338	TOILET CLEANING - CEMETER	04/01/2021	60.00	.00		
JIM DIBLE OIL COMPANY	112178	CEMETERY - GAS / DIESEL	04/09/2021	63.03	.00		
JIM DIBLE OIL COMPANY	112238	CEMETERY - GAS / DIESEL	04/16/2021	56.25	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	189.67	189.67	12/31/2020	
XCEL ENERGY	727864364	CEMETERY LIGHTS	04/14/2021	126.69	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	41.91	.00		
Total CEMETERY:				537.55	189.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
BOOKCLIFF AUTO PARTS INC	234623	FD VEHICLE MAINTENANCE	04/12/2021	56.72	.00		
BOOKCLIFF AUTO PARTS INC	234938	FD VEHICLE MAINTENANCE	04/13/2021	56.72-	.00		
BOUND TREE MEDICAL, LLC	84022218	MEDICAL SUPPLIES/EMS	04/13/2021	124.45	.00		
BOUND TREE MEDICAL, LLC	84023843	MEDICAL SUPPLIES/EMS	04/14/2021	175.79	.00		
BOUND TREE MEDICAL, LLC	84031807	MEDICAL SUPPLIES/EMS	04/21/2021	80.58	.00		
CLIFTON FIRE PROTECTION	21-04-001	MEDICAL SUPPLIES	04/06/2021	10.80	.00		
CLIFTON FIRE PROTECTION	21-04-003	CONTRACT ADMIN SERVICES	04/13/2021	5,000.00	.00		
JIM DIBLE OIL COMPANY	112178	FIRE/EMS GAS & DIESEL	04/09/2021	272.16	.00		
JIM DIBLE OIL COMPANY	112238	FIRE/EMS GAS & DIESEL	04/16/2021	379.55	.00		
MESA COUNTY FIRE CHIEF'S A	21-008	MEMBERSHIP DUES - 2021	04/12/2021	100.00	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	1,503.43	1,503.43	12/31/2020	
CENTURY LINK	040120201	9913 - FIRE ALARM	04/01/2021	209.10	.00		
CENTURY LINK	040120201	0032 DATA - FIRE ALERT SYS.	04/01/2021	375.00	.00		
CENTURY LINK	040120201	0032 PHONE - FIRE ALERT SYS.	04/01/2021	2,085.29	.00		
CENTURY LINK	040120201	4735 - FIRE INTERNET	04/01/2021	163.85	.00		
WESTERN SLOPE AUTO	145115	FD VEHICLE MAINTENANCE	04/16/2021	125.67	.00		
XCEL ENERGY	727864364	FIRE/EMS LIGHTS	04/14/2021	398.44	.00		
AIR COMPRESSOR SERVICE, L	51737	FD AIR SYS. REPAIR	04/12/2021	177.90	177.90	04/15/2021	
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	20.69	.00		
Total FIRE / EMS:				11,202.70	1,681.33		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOOKCLIFF AUTO PARTS INC	231376	STREETS / PARKS SHARED CO	04/06/2021	54.27	.00		
BOOKCLIFF AUTO PARTS INC	232098	STREETS / PARKS SHARED CO	04/07/2021	11.95	.00		
BOOKCLIFF AUTO PARTS INC	232713	STREETS / PARKS SHARED CO	04/08/2021	496.98	.00		
BOOKCLIFF AUTO PARTS INC	232716	STREETS / PARKS SHARED CO	04/08/2021	237.33	.00		
BOOKCLIFF AUTO PARTS INC	232860	STREETS / PARKS SHARED CO	04/08/2021	28.83	.00		
BOOKCLIFF AUTO PARTS INC	232866	STREETS / PARKS SHARED CO	04/08/2021	31.34	.00		
BOOKCLIFF AUTO PARTS INC	234626	STREETS / PARKS SHARED CO	04/12/2021	75.72	.00		
BOOKCLIFF AUTO PARTS INC	234909	STREETS / PARKS SHARED CO	04/13/2021	10.36	.00		
BOOKCLIFF AUTO PARTS INC	235142	STREETS / PARKS SHARED CO	04/13/2021	17.04	.00		
BOOKCLIFF AUTO PARTS INC	236022	STREETS / PARKS SHARED CO	04/15/2021	155.88	.00		
BOOKCLIFF AUTO PARTS INC	236324	STREETS / PARKS SHARED CO	04/16/2021	155.88-	.00		
BOOKCLIFF AUTO PARTS INC	236948	STREETS / PARKS SHARED CO	04/16/2021	46.24	.00		
HONNEN EQUIPMENT CO.	1259408	SHARED DEPT EXPENSES	04/06/2021	59.43	.00		
WESTERN IMPLEMENT	IN28810	SHARED EXPENSES	04/09/2021	734.57	.00		
WESTERN SLOPE AUTO	145117	STREETS/PARKS SHARED COS	04/14/2021	65.22	.00		
COOP COUNTRY	240501	PW CAR WASH	04/14/2021	2.91	.00		
COOP COUNTRY	240606	PW CAR WASH	04/20/2021	7.91	.00		
Total EMS:				1,880.10	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
BUD'S SIGNS	108213	ELECTRONIC SIGN REPAIR - V	04/05/2021	1,380.00	1,380.00	04/15/2021	
JIM DIBLE OIL COMPANY	112178	STREETS - GAS / DIESEL	04/09/2021	157.57	.00		
JIM DIBLE OIL COMPANY	112238	STREETS - GAS / DIESEL	04/16/2021	140.62	.00		
NEWMAN SIGNS INC.	TRFINV029824	SIGNAGE - FRUIT AND WINE BY	04/13/2021	427.26	427.26	04/15/2021	
NEWMAN SIGNS INC.	TRFINV030078	SIGNS - FARMERS MARKET	04/21/2021	362.07	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	421.50	421.50	12/31/2020	
XCEL ENERGY	726133423	STREET LIGHTS	04/01/2021	4,184.24	.00		
XCEL ENERGY	727840018	307 MAIN -CHARGING STATION	04/13/2021	10.60	.00		
XCEL ENERGY	727864364	STREET LIGHTS	04/14/2021	136.49	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	27.92	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	11.83	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	20.69	.00		
Total STREETS:				7,280.79	2,228.76		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
CUMMINS - ROCKY MOUNTAIN,	48-27074	GENERATOR MAINTENANCE	04/07/2021	992.00	992.00	04/15/2021	
JIM DIBLE OIL COMPANY	112178	WATER - GAS / DIESEL	04/09/2021	220.60	.00		
JIM DIBLE OIL COMPANY	112238	WATER - GAS / DIESEL	04/16/2021	196.87	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	684.94	684.94	12/31/2020	
CENTURY LINK	040120201	7148 - CARETAKER RESERVOI	04/01/2021	66.76	.00		
TAYLOR FENCE COMPANY /	G52680	FENCE -WATER PLANT	04/14/2021	72.14	.00		
XCEL ENERGY	727795101	175 1/2 E. 3RS - BULK WATER S	04/13/2021	110.43	.00		
XCEL ENERGY	727864364	WATER LIGHTS	04/14/2021	316.44	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	55.84	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	52.73	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	10.48	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	25.86	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	57.67	.00		
COLORADO CSG II LLC	BD873D87	SUBSCRIBER - WATER	04/20/2021	746.37	.00		
US BANK TRUST NA	1660920	CO WATER REV BONDS 2012	10/05/2020	13,003.13	13,003.13	12/31/2020	
US BANK TRUST NA	1660920	CO WATER REV BONDS 2012	10/05/2020	50,000.00	50,000.00	12/31/2020	
ALPINE BANK CC	BF APR 4622 -	WATER - SUPPLIES	04/18/2021	6.59	.00		
OPTIMUS COMMUNICATIONS, L	16020	INTERNET SERVICE	04/19/2021	87.00	.00		
Total WATER:				66,705.85	64,680.07		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
JIM DIBLE OIL COMPANY	112178	SEWER - GAS / DIESEL	04/09/2021	63.03	.00		
JIM DIBLE OIL COMPANY	112238	SEWER - GAS / DIESEL	04/16/2021	56.25	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	210.75	210.75	12/31/2020	
CENTURY LINK	040120201	1319 - SEWER & CALL OUT	04/01/2021	159.07	.00		
XCEL ENERGY	727864364	SEWER LIGHTS	04/14/2021	321.46	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	27.92	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	17.24	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	5.17	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	19.29	.00		
COLORADO CSG II LLC	BD873D87	SUBSCRIBER - SEWER	04/20/2021	746.38	.00		
Total SEWER PLANT:				1,626.56	210.75		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	210.75	210.75	12/31/2020	
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	27.92	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	11.83	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	10.48	.00		
Total SEWER COLLECTION:				260.98	210.75		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	11.83	.00		
Total :				11.83	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
BOOKCLIFF AUTO PARTS INC	229978	PARKS - VEHICLE REPAIRS	04/02/2021	55.02	.00		
BOOKCLIFF AUTO PARTS INC	229981	PARKS - VEHICLE REPAIRS	04/02/2021	55.02	.00		
GOODWIN SERVICE, INC.	93338	TOILET CLEANING - RIVERBEN	04/01/2021	120.00	.00		
GOODWIN SERVICE, INC.	93338	TOILET CLEANING-BIKE TREK	04/01/2021	60.00	.00		
GOODWIN SERVICE, INC.	93338	VAULT CLEANING	04/01/2021	300.00	.00		
FERGUSON US HOLDINGS, INC	1209038	PARK MAINTENANCE	04/13/2021	1,391.25	.00		
HEUTON TIRE COMPANY INC.	156057	PARKS TIRE MAINTENANCE	04/07/2021	813.12	.00		
JIM DIBLE OIL COMPANY	112178	PARKS - GAS / DIESEL	04/09/2021	126.06	.00		
JIM DIBLE OIL COMPANY	112238	PARKS - GAS / DIESEL	04/16/2021	112.50	.00		
LITTLETON, MICHAEL	J26774	BOOT ALLOWANCE - MIKE LITT	04/17/2021	125.00	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	632.25	632.25	12/31/2020	
CENTURY LINK	040120201	1207 - RIVERBEND PARK	04/01/2021	128.31	.00		
GCR TIRES & SERVICE	202-117125	PARKS - ALIGNMENT	04/09/2021	28.50	.00		
XCEL ENERGY	727864364	PARKS LIGHTS	04/14/2021	55.11	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	59.15	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	20.95	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	10.34	.00		
Total PARKS:				4,092.58	632.25		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
CENTURY LINK	040120201	1067 - POOL INTERNET	04/01/2021	159.07	.00		
XCEL ENERGY	727864364	POOL LIGHTS	04/14/2021	191.59	.00		
Total POOL:				350.66	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
CURRENT SOLUTIONS, LLC.	9672	TOWN HALL CAMERA	04/07/2021	75.00	.00		
DORA ORTIZ	TP-04-2021	JANITORIAL SERVICES	04/16/2021	1,240.00	.00		
PINNACOL ASSURANCE COMP	103	Workers Comp	12/11/2020	421.50	421.50	12/31/2020	
XCEL ENERGY	727761305	711 IOWA - GYM	04/13/2021	691.38	.00		
XCEL ENERGY	727864364	FACILITIES LIGHTS	04/14/2021	349.31	.00		
WESTERN PAPER DISTRIBUTO	4006567	CLEANING SUPPLIES	04/15/2021	105.13	.00		
CIGNA HEALTHCARE	PR0403211	Health and Dental Insurance Cig	04/15/2021	59.15	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - TOW	04/18/2021	34.99	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - TOW	04/18/2021	37.53	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - TOW	04/18/2021	37.53-	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - TOW	04/18/2021	8.19	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - TOW	04/18/2021	69.22	.00		
ALPINE BANK CC	BF APR 4622 -	BLDG - REPAIR & MAINT - ANNE	04/18/2021	6.59	.00		
ALPINE BANK CC	DF MAR 3129 -	PD - REMODEL	03/18/2021	89.00	89.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - REMODEL	03/18/2021	89.00	89.00	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - REMODEL	03/18/2021	166.68	166.68	04/15/2021	
ALPINE BANK CC	DF MAR 3129 -	PD - REMODEL	03/18/2021	159.98-	159.98-	04/15/2021	
ALPINE BANK CC	KF APR 3160 -	BLDG - REPAIR & MAINT - ADMI	04/18/2021	726.00	.00		
ALPINE BANK CC	KF APR 3160 -	BLDG - REPAIR & MAINT - ADMI	04/18/2021	179.99	.00		
ALPINE BANK CC	KF APR 3160 -	BLDG - REPAIR & MAINT	04/18/2021	15.00	.00		
GLOBAL EQUIPMENT COMPAN	117463125	FACILITIES - ANNEX REMODEL	03/31/2021	291.55	.00		
ALSCO INC	LGRA2484914	BUILDING - REP & MAINT - FLO	04/09/2021	45.91	.00		
ALSCO INC	LGRA2487406	BUILDING - REP & MAINT - FLO	04/16/2021	45.91	.00		
Total FACILITIES:				4,549.52	606.20		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WESTERN PRECISION MANUFA	1933	GOCO - PALISADE PLUNGE - B	04/06/2021	16,365.00	.00		
Total :				16,365.00	.00		
Grand Totals:				251,389.06	76,845.71		

Finance Director: \_\_\_\_\_

(Finance Department Review and Approval for Payment)

Date: 04/23/2021

Town Manager: \_\_\_\_\_

(Administrative Review and Approval for Payment)

Date: 4.23.2021

Mayor: \_\_\_\_\_

(Board of Trustees Review and Approval for Payment)

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

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

(Document Recorded)

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

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 04/10/2021-04/23/2021



**MINUTES OF THE REGULAR (and VIRTUAL) MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
April 13, 2021**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:00 pm by Mayor Mikolai with Trustees Somerville, L'Hommedieu, Turner, Carlson, Maxwell, and Mayor Pro-Tem Chase present. Also present were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Community Development Director Brian Rusche, and Finance Director Travis Boyd.

**AGENDA ADOPTION**

*Motion #1* by Trustee Somerville, seconded by Mayor Pro-Tem Chase, to approve the agenda as presented.

A voice vote was requested.  
Motion carried unanimously.

**TOWN MANAGER REPORT**

Town Manager Janet Hawkinson reviewed her report and stated that Town Hall would be reopening on Monday, April 19 with masks being optional. She also announced that the Town will be entering into an agreement for the Palisade Sunrise Rotary Club to take over maintenance of the Town's garden beds.

**CONSENT AGENDA**

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

- **Expenditures**  
Approval of Bills from Various Town Funds – March 20, 2021 – April 9, 2021
- **Minutes**  
Minutes from the March 23, 2021 Board Meeting

*Motion #2* by Trustee Somerville, seconded by Trustee Turner, to approve the Consent Agenda as presented.

A roll call vote was requested.  
Yes: Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell  
No:  
Absent:

Motion carried.

## **PUBLIC COMMENT**

**Dave Walker 588 W 1<sup>st</sup> Street** relayed a list of disappointments from the previous meeting regarding a Conditional Use Permit (CUP) application for The Colorado Weedery to move from their current location. The list included the high volume of traffic that goes down 1<sup>st</sup> Street to visit the Colorado Weedery that could have been alleviated with the move, the uncertainty of a few of the Board members on what they were and were not allowed to do (such as tabling the application), and most of all the discussion regarding the traffic study and why there was not more discussion regarding the existing traffic. Mr. Walker stated he hopes the Board will direct staff to make looking into traffic on 1<sup>st</sup> Street and Elberta a priority.

## **PUBLIC HEARING**

### **PRO 2021-05 – Turley Rezone**

Mayor Mikolai opened the public hearing at 6:26 pm.

Community Development Director (CDD) Brian Rusche reviewed his staff report citing the approval criteria and Planning Commission recommendation:

1. Consistency with the adopted plans and policies of the Town;

*The Comprehensive Plan – Future Land Use Map (2007) designates the property as low-density residential, which reflected its use at the time the plan was developed. However, the residence has been demolished, and the property is zoned for high-density residential, which also permits a range of small-scale commercial uses. The most recent action on the property was the approval of a bank with a drive-through in 2018, which was not constructed.*

*The Hospitality Retail (HR) zone was created after the adoption of the Comprehensive Plan to provide hospitality and retail development compatible with the character of adjacent historic neighborhoods with a design complementary to the existing wineries and agricultural uses (which exist across the Street from the subject property).*

*Since the property is no longer being used for residential purposes, and no residential use has been proposed, and commercial use has previously been approved, there has been a change in condition and public policy that warrants consideration of the proposed rezone as an action that would advance the welfare of the Town.*

2. Suitability of the subject property for uses permitted by the current versus the proposed district;

*A tasting room, as distinguished from a winery, requires a Conditional Use Permit (CUP) within the current HDR (High-Density Residential) zone. A tasting room is permitted within the AFT (which is the zoning across the Street), MU, TC, CB (also across the Street), LI, and HR (Hospitality Retail) zones. In addition, neighborhood retail, including the sale of gifts or souvenirs, and the preparation and sale of baked goods, coffee, ice cream, fountain drinks, confections, and similar products (whose preparation does not require installation of an exhaust hood) requires a CUP in the HDR (current zoning) but is permitted within the MU, TC, CB, and HR (Hospitality Retail) zones – note that this is not allowed (at least under the matrix) in an AFT zone.*

*The applicant has provided a concept drawing (attached to this report) that shows how a tasting room, along with associated parking and landscaping, would fit within the one-acre lot.*

3. Whether the proposed change tends to improve the balance of uses or meets a specific demand in the Town;  
*The current property owner operates a winery outside of the Town limits and is intending to develop a tasting room at this location, which would provide access to customers who might not otherwise venture directly to the winery. Tasting rooms are an important part of the Town's commercial and tourist appeal. This property is on a visible street across from an established agricultural business (McLean Farms) that offers products to locals and visitors traveling the corridor between I-70 and Highway 6. The property has not attracted interest in residential development, potentially because it would be difficult to subdivide and is located directly adjacent to the railroad tracks.*
4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, and water supply facilities, and stormwater drainage facilities for the proposed use;  
*Unlike residential use, commercial use does not impact school enrollment or parks and recreation facilities. The site is only accessible by 37 3/10 Road (a.k.a. Elberta Ave.) which has other commercial uses across the Street and to the south. There is an existing sidewalk adjacent to the property as well. It is bordered on one side by the Union Pacific Railroad, which can be a detriment to residential uses. The property does have an existing water tap, though any new use may require an upgrade to both the water and sewer tap, along with the appropriate fees. Water, sewer, and stormwater facilities are accessible within the public roadway.*
5. It has been determined that the legal purposes for which zoning exists are not contravened;  
*The legal purposes for which zoning exists are not contravened by this request.*
6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare; and  
*While there is a residential neighborhood adjacent to the property on the north and east, there is no access to this property from that neighborhood, meaning that traffic will not traverse a residential neighborhood, but rather utilize an existing collector road (Elberta). The Land Development Code (LDC) requires a landscape buffer of between 10 and 15 feet for development in the HR zone (proposed) adjacent to development in the LDR (neighboring zone on the north and east); the applicant's concept plan includes a garden area on the east side of the potential building site that would serve as this buffer.*
7. It has been determined that no one (1) property owner or small group of property owners will benefit materially from the change to the detriment of the general public.  
*The public would benefit from the increase in revenue generated by commercial use, particularly one that is consistent with the predominant market of the region (fruit/wine) and contributes sales taxes, as well as property taxes, to the Town.*

The Planning Commission conducted a Public Hearing on this rezone request on April 6, 2021, and forward a unanimous recommendation of approval.

Applicant Richard Turley began by reviewing the history of his business *Colorado Cellars*, and the reasons behind their request to put a tasting room at the proposed location.

Mayor Mikolai opened the hearing to public comment.

*Dave Walker 588 W 1<sup>st</sup> Street* remarked that he could not see a better use for the proposed property, requested that it obtain an Elberta Avenue address, and also asked for continuous sidewalks from Elberta Avenue and 1<sup>st</sup> Street to the Palisade Pool, Peach Bowls Park, etc.

Mayor Mikolai opened the hearing to Board comment.

**Mayor Pro-Tem Chase** inquired why there were going for rezone vs. a CUP?

The applicant responded that they *could* have gone for a CUP under the current zone but was not in favor of the uncertainty of his business's future with conditional use. The rezone is appropriate for the area and allows the proposed tasting room as a permitted use.

**Trustee Maxwell** began by asking if there had been any consideration given to having the separate entrance and exit points moved to the middle to alleviate the potential hard left exit the train tracks? With the train tracks being so high, her concern is that people will not see traffic coming or going from the proposed exit area.

The applicant said he would look into it and find the safest option.

**Trustee Somerville** commented that he feels it would be an excellent use of land that has sat vacant for so many years. It is hard to imagine anyone wishing to build residential next to the existing train tracks from a zoning perspective.

**Mayor Mikolai** asked if there was history or documentation as to why the bank was going for a CUP in the past instead of going through this rezoning process?

**Trustee Carlson** commented on the proposed use and plans being a great idea.

*Motion #3* by Trustee Somerville, seconded by Trustee Turner to approve Ordinance 2021-05 on the grounds that it meets the criteria required in the Palisade Land Development Code.

A roll call vote was requested.

Yes: Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai

No:

Absent:

Motion carried.

Mayor Mikolai closed the public hearing at 6:48 pm.

## **NEW BUSINESS**

### ***Permission to auction a fire truck***

Town Manager Hawkinson reviewed her staff report, reiterating that despite the title of the agenda item that staff was looking to auction off Fire Engine 42, Old Rescue, Fire Tender, Grader, Dozer, Leaf Vac, Pick-up Truck, and the 510 Backhoe.

**Mayor Pro-Tem Chase** asked where the revenue will go once sold?

Finance Director Boyd stated that all revenue would go to the General Fund.

**Trustee Carlson** inquired about the funds we could potentially receive if the equipment was sold as scrap.

Finance Director Boyd responded that we could set the minimum bid at the expected scrap value, and if it doesn't sell, scrap it then.

*Motion #4* by Trustee Somerville, seconded by Trustee Carlson to direct the Town Manager to auction off all equipment listed in the staff report.

A roll call vote was requested.

Yes: Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner

No:

Absent:

Motion carried.

***Palisade Chamber of Commerce Memorandum of Understanding (MOU)***

Town Manager Hawkinson stated that the MOU with the Chamber of Commerce is being presented for the Board's approval.

Becky Davis, representing the Palisade Chamber of Commerce, gave a lengthy presentation, including the modifications they would like to see in the MOU.

After a brief discussion amongst the Board, staff is requested to work with the Chamber to modify the MOU and bring it back to the Board for final approval.

*Motion #5* by Trustee Somerville, seconded by Trustee Turner to table the MOU with the Palisade Chamber of Commerce until the April 27, 2021 Board of Trustees meeting.

A roll call vote was requested.

Yes: Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner, Trustee Somerville

No:

Absent:

Motion carried.

***Supplemental Budget Appropriation for Bower Sewer Project***

Finance Director Boyd stated that the total cost of the Bower Sewer/Water project is estimated to be \$295,000 and that resources from both funds will be required to pay for it. \$88,500 is being requested for appropriation from the Water Fund. \$206,500 is being requested for appropriation from the Sewer Fund.

*Motion #6* by Mayor Pro-Tem Chase, seconded by Trustee Somerville approve Resolution 2021-02 to amend the 2021 budget by supplementing an appropriation of money to the water and utilities fund.

A roll call vote was requested.

Yes: Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase

No:

Absent:

Motion carried.

### ***Supplemental Budget Appropriation for Waste Management***

Finance Director Boyd explained that the total revenue of the Solid Waste Fund was estimated to be \$175,283.38, which is more than the 2020 budget of \$140,000 by \$35,283.38.

The total expenditure of the Solid Waste Fund was estimated to be \$162,915.85, which exceeds the \$139,600 2020 budget appropriation by \$23,315.85. He requested a retroactive supplemental budget appropriation for the budget year 2020 in the amount of \$30,000. The excess amount above the estimated total expenditure is requested to cover any accruals that may be unknown at the time of the request.

***Motion #7*** by Trustee Turner, seconded by Trustee Somerville approve Resolution 2021-01 to amend the 2020 budget by supplementing an appropriation of money to the garbage fund.

A roll call vote was requested.

Yes: Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson

No:

Absent:

Motion carried.

### ***Ordinance 2021-04 Amending Chapter 7, Article VI of The Palisade Municipal Code Repealing the Fowl Permit Requirement***

Community Development Director Rusche reviewed the staff report and reiterated that the Code amendment would update the fowl Code by giving enforcement of fowl violations to the Code Enforcement Officer, instead of the Mayor, Town Manager, and Chief of Police who are presently responsible for enforcing fowls regulations in Town limits.

***Motion #8*** by Mayor Pro-Tem Chase, seconded by Trustee Somerville approve Ordinance 2021-04 Amending Chapter 7, Article VI of The Palisade Municipal Code Repealing the Fowl Permit Requirement

A roll call vote was requested.

Yes: Trustee Maxwell, Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu

No:

Absent:

Motion carried.

### ***Award of the Main Street Grant***

Town Manager Hawkinson announced that the Town had been awarded \$50,000 from the CDOT (Colorado Department of Transportation) Main Street Grant Program to build two parklets: one for Diorio's restaurant and a second for Peche' to support businesses and recovery from the COVID-19 pandemic.

She requested that the Board give her direction to enter into a contract with CDOT Main Street Grant Program and Western Precision Manufacturing for the construction and installation of the two parklets.

**Motion #9** by Trustee Somerville, seconded by Trustee Turner to direct the Town Manager to enter into a contract with CDOT Main Street Grant Program and Western Precision Manufacturing for the construction and installation of two parklets.

A roll call vote was requested.

Yes: Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell

No:

Absent:

Motion carried.

### **OPEN DISCUSSION**

**Mayor Mikolai** opened by suggesting a work session of the Board of Trustees after May 17, 2021, when all members of the Board would be available to gather. After a brief discussion, *the consensus of the Board is to have a small (hour or two long) work session on April 20, 2021, at 6:00 pm at the Veteran's Memorial Community Center to discuss priority "shovel ready projects" that can be accomplished with potential grant money.*

**Mayor Pro-Tem Chase** inquired about the Fruit and Wine Byway signs and who was responsible for their upkeep? Town Manager Hawkinson stated the Town is responsible and has already taken steps to get some of the signs in the most distress replaced.

**Trustee Turner** announced that she would like to see Palisade Art Vision (PAV) involved in some manner with the Highway 6 design project.

### **COMMITTEE REPORTS**

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

### **ADJOURNMENT**

**Motion #10** by Trustee Turner, seconded by Trustee L'Hommedieu to adjourn the meeting at 8:17 pm.

A voice vote was requested.

Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Keli L. Frasier  
Town Clerk





**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE PLANNING COMMISSION  
341 W 7<sup>th</sup> Palisade Civic Center  
(Also Virtual Participation Via ZOOM)  
April 20, 2021**

The regular meeting of the Planning Commission for the Town of Palisade was called to order at 6:04 pm by Vice-Chairman Harbaugh with Commissioners present: Hull, Wheeler, Prinster, Hamilton and Curry. A quorum was declared. Also, in attendance were Community Development Director Brian Rusche and Planning Technician Lydia Reynolds.

**AGENDA ADOPTION**

*Motion #1* by Commissioner Hull, seconded by Commissioner Hamilton, to approve the Agenda as presented.

A voice vote was requested.  
Motion carried unanimously.

**ANNOUNCEMENTS and PRESENTATIONS**

Community Development Director Brian Rusche announced that Town Clean Up day is April 24<sup>th</sup> from 8am to noon. He also noted the policy on reading public comments into the minutes. A citizen or representative must read them in person or via Zoom. Mr. Rusche announced that the Town has a new website “palisade.colorado.gov” that now has the current Land Development Code.

**MINUTES**

*Motion #2* by Commissioner Prinster, seconded by Commissioner Wheeler, to approve the Minutes of April 6, 2021.

A voice vote was requested.  
Motion carried unanimously.

**PUBLIC COMMENT**

None

**PUBLIC HEARING**

**PRO 2021-5 – Harvest Host at Colorado Vintners CUP**

Vice-Chairman Harbaugh opened the public hearing.

*The Planning Commission will consider a request for a Conditional Use Permit (CUP) at 3674 G Rd. (2937-083-00-060) to allow for Harvest Host RV (Recreational Vehicle) parking on the subject property, as applied for by the Colorado Vintner's Collective LLC. The Planning Commission shall review the application and forward its recommendation to the Board of Trustees for consideration.*

### STAFF PRESENTATION

Community Development Director Brian Rusche informed the Commission that the Town of Palisade has received a request for a Conditional Use Permit (CUP) at 3674 G Rd. (2937-083-00-060) to allow for Harvest Host RV (Recreational Vehicle) parking on the subject property, as applied for by the Colorado Vintner's Collective LLC. The Planning Commission shall review the application and forward its recommendation to the Board of Trustees for consideration.

Mr. Rusche gave an overview of the request. He notes that the property is 1.5 acres and is zoned Commercial Business. The current use is a winery, tasting room and outdoor patio. He explained that the business owner would like to participate in a program known as Harvest Hosts which, according to their website ([www.harvesthosts.com](http://www.harvesthosts.com)) offer "a membership program that invites self-contained RV's to have unique overnight stays." The program matches hosts, who provide locations such as wineries, breweries, and farms with travelers throughout the country who want to partake in the experience provided at the host location.

Mr. Rusche noted that Section 10-88 of the Palisade Municipal Code does not permit "camping" on commercial properties unless within a manufactured home park, RV park or campground as defined in the Land Development Code. He explained that the Harvest Host program is different from an RV park in that the guests do not provide direct compensation to the host and the length of stay is limited to 24 hours. Although different from an RV Park, the Community Development Director may determine that a use is similar to a specific use listed in the use table and where such specific use is subject to a conditional use permit, the proposed use shall also be subject to conditional use approval (LDC Section 6.02.A). Outdoor recreation, which includes RV parks and campgrounds, is a conditional use in the Commercial Business (CB) zone.

Mr. Rusche stated that pursuant to Section 4.07.D.2, a site plan has been submitted showing the location of the proposed Harvest Host parking. The program only allows for 24-hour (overnight) parking and the RVs must be self-contained so that the host does not provide any permanent facilities, such as a waste dump station or electrical connection. Staff recommends that this be documented through a condition to ensure that the proposed use does not evolve into an RV park.

Mr. Rusche then identified the 4 criteria in the Land Development Code that must be met for a CUP, and how it applies to this request. Mr. Rusche stated that Staff recommends approval of the proposed conditional use permit (CUP) for the Harvest Hosts recreational vehicle parking, with the findings of fact as stated above, and with the following conditions:

- 1) No permanent facilities (such as a dump station or electrical connection) shall be installed to serve this proposed use.
- 2) Gravel surfaces within the property shall be maintained for the duration of the use in a dust-free manner.

- 3) Should the business owner elect to no longer participate in the Harvest Hosts program, then RV parking will no longer be allowed unless a new CUP is approved.

It was brought to the Commission's attention that the public, via zoom, were not able to hear Mr. Rusche's presentation. The audio was fixed and the meeting continued.

#### APPLICANT PRESENTATION

Aly McDonald, owner of Colorado Vintner's Collective LLC, stated that the guests were well vetted through Harvest Host. She feels her location provides easy access to downtown Palisade and would be beneficial to her business as well as other businesses in Palisade.

#### PUBLIC COMMENT

Ron West, 105 W 1<sup>st</sup>, owner of Varaison Vineyards and Winery. Mr. West stated that he lived in California wine country for 17 years and is well aware of the Harvest Host program. He said he has been approached every year by Harvest Host and has refused to participate as he does not feel the impact of RVs on local roads was fair to the Town of Palisade. His experience in California was that the program is so popular that it created traffic issues, especially on weekends and holidays. He observed that people would come in later in the evening and head out early in the morning and therefore not spending money as intended. Mr. West stated that if a CUP is approved, it will open the door for all the wineries and breweries in town. Mr. West acknowledged that it meets the criteria, but his point is the end result is not in the best interest of the Town.

Gail Evans, 129 Majestic Ct. stated that she had gone to Fruita for dinner and noticed RVs backed up in the double round-about trying to get into the visitor's center. Ms. Evans explained she is not necessarily against the request, but that the Commissioner's should be aware of the trend of more people living and vacationing in RVs and campers and the campgrounds are full.

#### COMMISSIONER DISCUSSION

Commissioner Prinster asked the applicant if they would be charging the lodging tax/fee for the guests. Ms. McDonald explained that she does not receive compensation from Harvest Host or the guests.

Commissioner Prinster thought the Short Term Vacation Rental owners would have an objection to the Harvest Host program participants not collecting the lodging fee.

Community Development Director Brian Rusche stated that the program is an accessory use to their principal use as a winery. Vice-chair Harbaugh expressed concern that the people would arrive at 5pm and leave at 7am and could cause a lot of traffic issues. Commissioner Wheeler expressed concern that others may want more than 4 spots. He added that if they approve this CUP they aren't necessarily setting precedence in a legal aspect, but they are setting it in how they act. He pointed out that with the Plunge, Basecamp and other attractions, there will be an impact to the infrastructure. Commissioner Hamilton noted that the number of STVRs were limited and decisions they make now could have a big impact in the future.

Commissioner Curry disclosed that he owns a short term vacation rental. He agreed that infrastructure will have to be improved as visitor numbers increase. Vice Chair Harbaugh and Commissioner Hamilton questioned that if they approve the CUP, does it obligate them to approve others that request the same. Mr. Rusche responded that with any request, the Commission would look at the criteria, site plan, and other specific information related to the applicant's request for that particular CUP.

Commissioner Prinster asked how many conditions are being proposed. Mr. Rusche responded that he proposed three conditions and reviewed them for the commission. Commissioner Prinster asked if they could add conditions. Mr. Rusche explained that they could add conditions to this CUP but that would not carry over to future CUPs that are requested.

Vice Chair Harbaugh asked if this would create an enforcement problem for the Police Dept. if the municipal code prohibits camping. Mr. Rusche stated that the municipal code prohibits camping on public properties and that this is private. Commissioner Hull stated that he is uncomfortable having this across from a High School. He is also uncomfortable with alcohol consumption across from the High School. Commissioner Hull noted that he is concerned about the temporary nature of guests spending one night and not knowing who they are, across from a High School. Commissioner Prinster also expressed concern about this being across from the High School.

### APPLICANTS CLOSING REMARKS

Ms. McDonald stated that Harvest Host is a vetted platform where guests rate hosts and hosts rate guests. Ms. McDonald stated that there is a trend, especially among outdoor enthusiasts, to stay in unique places. She feels this is a demographic that likes to travel and spend money. Vice Chair Harbaugh asked what time people would arrive. She said they would have to arrive by 6pm and she does not close until 7 or 8. Commissioner Curry pointed out that the guests are already a part of this platform and it is not a last minute search for a free place to stay. Discussion continued regarding the annual membership fee.

**Motion #3** by Commissioner Prinster and seconded by Commission Hamilton, to approve item PRO-2021-5 with the additional condition that not more than 4 guest spots per night be allowed.

A roll call vote was requested and the vote on the motion was as follows:

**YES: Commissioners: Prinster, Hamilton, Hull, Curry and Wheeler**

**NO: Vice Chairman Harbaugh**

**ABSENT: Chairman Parker**

**The motion passed 5-1**

Vice-Chairman Harbaugh closed the public hearing at 6:45 p.m.

Mr. Rusche explained that the next item on the agenda, PRO 2021-7 – Drive-Through Restaurant CUP, has been postponed and re-advertised for the next meeting on May 4<sup>th</sup>.

### UNFINISHED BUSINESS

None

### NEW BUSINESS

Community Development Director Brian Rusche gave an update on the Highway 6 project. He noted that there were about 40 people who attended the open house in March. Mr. Rusche stated that many of the comments gathered from the meeting were concerning the median and will be considered when moving

forward with the design phase. Overall the project seemed to be supported. Mr. Rusche reported that CDOT is considering the intersection of Highway 6 and Elberta for improvements. Staff is looking at existing infrastructure and available grants.

ADJOURNMENT

Motion #4 by Commissioner Hull and seconded by Commission Hamilton, to adjourn.

The motion passed unanimously

The meeting was adjourned at 7:00 pm.

X

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Stan Harbaugh  
Planning Commission Chairman

X

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Lydia Reynolds  
Planning Technician



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** April 27, 2021  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Planning  
**Re:** PRO-2021-5 Harvest Host at Colorado Vintners CUP

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**SUBJECT:** PRO-2021-5 – HARVEST HOST AT COLORADO VINTNERS CUP, located at 3674 G ROAD (PARCEL # 2937-083-00-060)

**SUMMARY:** The Town of Palisade has received a request for a Conditional Use Permit (CUP) to allow for Harvest Host RV (recreational vehicle) parking on the property of Colorado Vintner's Collective, located at 3674 G Road. The property consists of approximately 1.5 acres zoned Commercial Business (CB). The current use is a winery, including a tasting room and outdoor patio.

The business owner would like to participate in a program known as Harvest Hosts which, according to their website ([www.harvesthosts.com](http://www.harvesthosts.com)) offer "a membership program that invites self-contained RVers to have unique overnight stays." The program matches hosts, who provide locations such as wineries, breweries, and farms with travelers throughout the country who want to partake in the experience provided at the host location.

Section 10-88 of the Palisade Municipal Code does not permit "camping" on commercial properties unless within a manufactured home park, RV park or campground as defined in the Land Development Code.

The Harvest Host program is different from an RV park in that the guests do not provide direct compensation to the host and the length of stay is limited to 24 hours. In addition, the RVs must be self-contained so that the host does not provide any permanent facilities, such as a waste dump or electrical connection. Although different from an RV Park, the Community Development Director may determine that a use is similar to a specific use listed in the use table and where such specific use is subject to a conditional use permit, the proposed use shall also be subject to conditional use approval (LDC Section 6.02.A). Outdoor recreation, which includes RV parks and campgrounds, is a conditional use in this zone.

**BOARD DIRECTION:** The Planning Commission conducted a Public Hearing on April 20, 2021 and the Commission forwards a recommendation of approval, with one dissention, to the Board of Trustees.

The recommendation includes the following conditions:

- 1) No permanent facilities (such as a dump station or electrical connection) shall be installed to serve this proposed use.
- 2) Gravel surfaces within the property shall be maintained for the duration of the use in a dust-free manner.
- 3) Should the business owner elect to no longer participate in the Harvest Hosts program, then RV parking will no longer be allowed unless a new CUP is approved.
- 4) A maximum of four (4) recreational vehicles may be hosted at the site at any one time.  
[condition added by the Planning Commission]

Concurrently with adopting, denying or remanding any conditional use permit, the Town Board shall adopt a statement describing whether its action is consistent with the adopted plans and policies of the Town and explaining why the Town Board considers the action taken to be reasonable and in the public interest (LDC Section 4.07.D.7.b – Conditional Use – Town Board action)



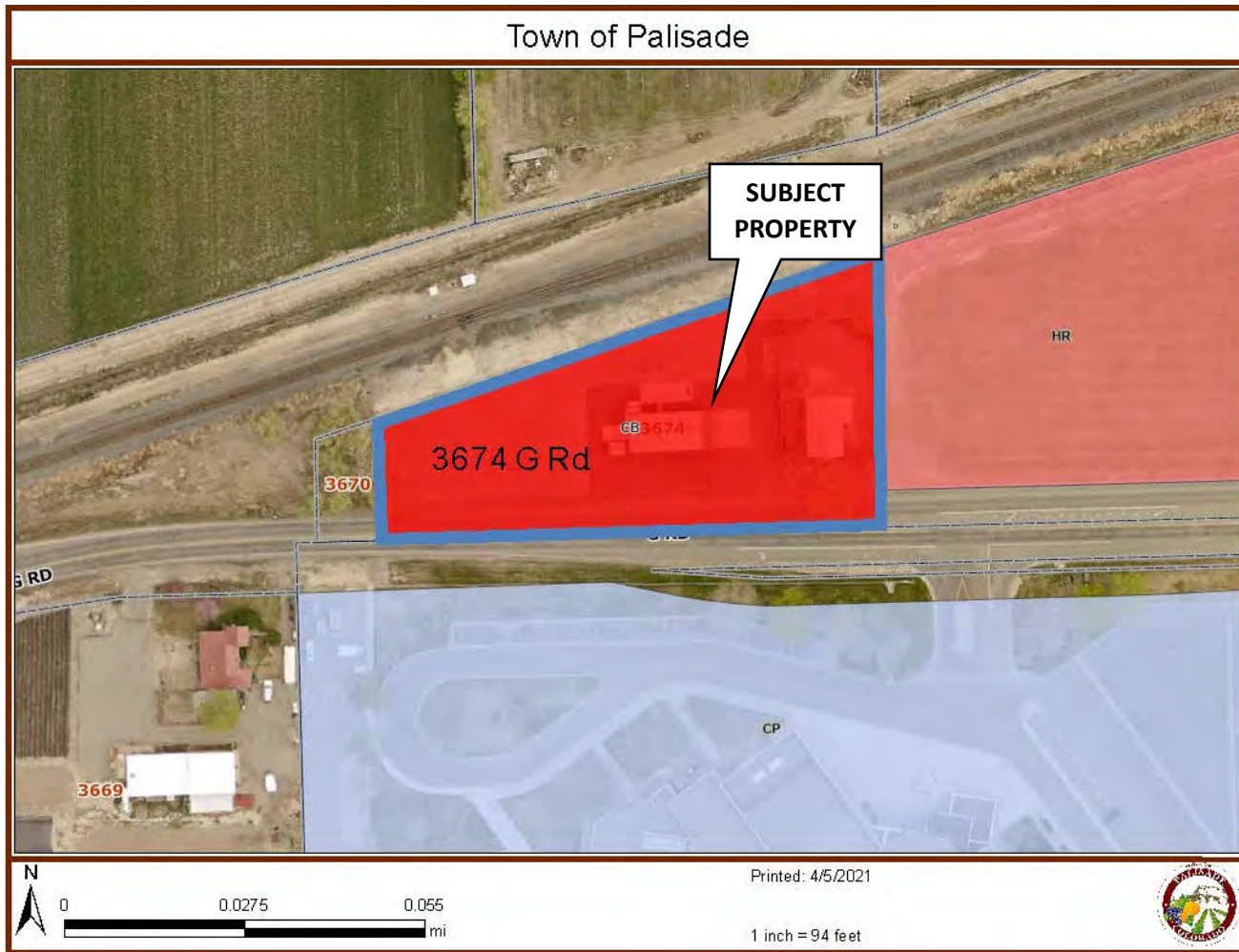
## PRO 2021-5, HARVEST HOST AT COLORADO VINTNERS CUP

LOCATED AT 3674 G ROAD, PARCEL # 2937-083-00-060

### SUMMARY

The Town of Palisade has received a request for a Conditional Use Permit (CUP) to allow for Harvest Host RV (recreational vehicle) parking on the property of Colorado Vintner's Collective, located at 3674 G Road (Parcel # 2937-083-00-060).

The property consists of approximately 1.5 acres and is zoned Commercial Business (CB). The current use is a winery, including a tasting room and outdoor patio. There is an additional building (formerly a residence) that is not being used at this time but may be used in the future in conjunction with the winery/tasting room, which are both permitted uses in the CB zone.



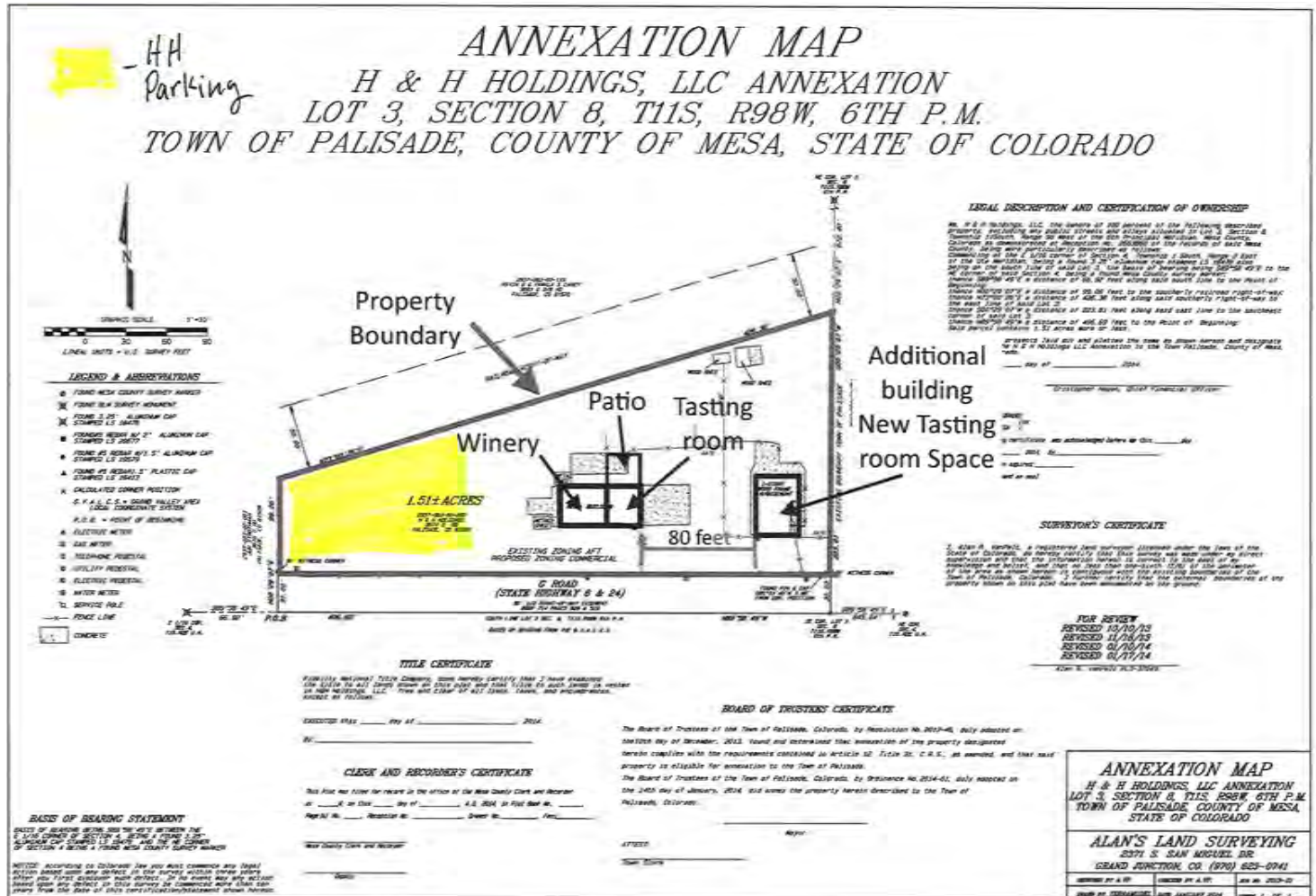
The business owner would like to participate in a program known as Harvest Hosts which, according to their website ([www.harvesthosts.com](http://www.harvesthosts.com)) offer “a membership program that invites self-contained RVers to have unique overnight stays.” The program matches hosts, who provide locations such as wineries, breweries, and farms with travelers throughout the country who want to partake in the experience provided at the host location.

Section 10-88 of the Palisade Municipal Code does not permit “camping” on commercial properties unless within a manufactured home park, RV park or campground as defined in the Land Development Code.

The Harvest Host program is different from an RV park in that the guests do not provide direct compensation to the host and the length of stay is limited to 24 hours. Although different from an RV Park, the Community Development Director may determine that a use is similar to a specific use listed in the use table and where such



Pursuant to Section 4.07.D.2, a site plan has been submitted showing the location of the proposed Harvest Host parking. The program only allows for 24-hour (overnight) parking and the RVs must be self-contained so that the host does not provide any permanent facilities, such as a waste dump station or electrical connection. Staff recommends that this be documented through a condition to ensure that the proposed use does not evolve into an RV park.



In conversations with the applicant, there is room for approximately 3 to 4 RVs to park on the west side of the main building, accessed through the main entrance. This area is improved with gravel with the travelways paved in asphalt.

## **LAND DEVELOPMENT CODE**

### **Section 4.07 Conditional Use Permit:**

A conditional use is a use that may or may not be appropriate depending on the location and the conditions imposed upon the approval of the use that are designed to reasonably mitigate any adverse impacts on surrounding properties. Approval of a conditional use permit allows for flexibility and to help diversify uses within a zoning district.

#### **Section 4.07.E. Conditional Use Permit Findings of Fact:**

In order to approve a conditional use permit, the Planning Commission must make certain findings about the request (in the form of a recommendation to the Board of Trustees):

1. That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.

*The Colorado Vintners Collective is located on Highway 6. It has existing access sufficient for RVs and other commercial vehicles. The proposed parking area would not interfere with the operations of the winery itself. There are no adjacent residences or businesses to the subject property. The RVs must be fully contained as no facilities (dump station, etc.) are provided. This is a requirement of the Harvest Hosts program. The guests (as well as hosts) are vetted through the program to ensure a good experience (i.e., no disruptive behavior) for both parties.*

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and other applicable regulations.

*The application conforms to practices of sound land use planning.*

*The proposed parking area has approximately 180 linear feet between the building and the west property line. Based on the setback and separation requirements specific to RV parks (15 feet between spaces and 20 feet to a building), about 120 feet would be necessary to accommodate up to four (4) RVs. The area proposed is gravel and no electrical hookups or other improvements are proposed. The concept behind the Harvest Hosts is to experience the winery or other destination and only an overnight (versus weekly or longer) stay is allowed, reducing the potential impact. The use will function as an accessory to the existing winery use and is within an appropriate commercial zone.*

3. That the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

*The area of the property is currently unused. The parking area will not interfere with the operation of the winery and the parking for guests thereof. The property itself is bordered by the Highway on the south (with the High School on the other side), a vineyard and church to the east, and the railroad tracks on the north and west with additional agricultural operations/vineyards on the other side of the railroad.*

4. That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.

*The addition of this optional service (Harvest Hosts) could boost visits to this winery and provide another alternative for tourists to experience the uniqueness of Palisade. The property is commercial in nature and there are no permanent improvements proposed that would alter the existing character of the winery or adversely affect neighboring properties.*

## **RECOMMENDATION ON THE CONDITIONAL USE PERMIT**

The Planning Commission conducted a Public Hearing on April 20, 2021 and the Commission forwards a recommendation of approval, with one dissention, to the Board of Trustees.

The recommendation includes the following conditions:

- 1) No permanent facilities (such as a dump station or electrical connection) shall be installed to serve this proposed use.
- 2) Gravel surfaces within the property shall be maintained for the duration of the use in a dust-free manner.
- 3) Should the business owner elect to no longer participate in the Harvest Hosts program, then RV parking will no longer be allowed unless a new CUP is approved.
- 4) A maximum of four (4) recreational vehicles may be hosted at the site at any one time. [condition added by the Planning Commission]

Concurrently with adopting, denying or remanding any conditional use permit, the Town Board shall adopt a statement describing whether its action is consistent with the adopted plans and policies of the Town and explaining why the Town Board considers the action taken to be reasonable and in the public interest (LDC Section 4.07.D.7.b – Conditional Use – Town Board action)

## **ATTACHMENTS**

Letter of Intent

Site Plan



January 28<sup>th</sup>, 2021

To Whom It May Concern:

The intent of this request is to allow parking for Harvest Host Members to park on our premises at 3674 G Road Palisade CO 81526. The members are only allowed parking for one night and are required to be a self contained RV with a toilet, water tank and inside cooking facilities. No tents of any kind are allowed.

The focus of this organization is to support local business in the winery, brewery and farming industries by purchasing goods sold by these businesses that provide overnight parking on their properties.

We believe that our property is best suited for this activity and will benefit our business and the overall economy of Palisade. Further more our location is on the boundaries of the town's limits and have no surrounding neighbors or other businesses to disrupt by providing Harvest Host Parking.

Thank you for your time.

Warmest regards,

A handwritten signature in black ink, appearing to read "Aly McDonald". The signature is fluid and cursive, with the first letter of the first name being a large, stylized capital "A".

Aly McDonald  
707.299.8102

Colorado Vintner's Collective LLC 3674 G Road Palisade CO 81526





## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** April 27, 2021  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Planning  
**Re:** PRO-2021-6 – 3719 G ROAD FENCE VARIANCE

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**SUBJECT:** PRO-2021-6 – 3719 G ROAD FENCE VARIANCE, located at 3719 G ROAD (PARCEL # 2941-032-00-069)

**SUMMARY:** The Town of Palisade has received a request for a variance from Section 7.05.D.6 of the Palisade Land Development Code for the height of a fence (6 feet) at 3719 G Road (Parcel # 2941-032-00-069), as applied for by Marshall and Bethany Roach, pursuant to Section 4.12 of the Land Development Code (LDC).

The applicant is proposing a six (6) foot fence along Montclair Drive, which is considered the side yard of this property. Section 7.05.D.6.a.ii of the LDC states “Fences and walls in any required street yard shall not exceed four (4) feet in height.” This rule applies regardless of zone; however, the size of the side yard does vary by zone. The property is zoned LDR (Low Density Residential), which has a ten (10) foot side yard. The applicant is requesting a variance to allow a 6’ fence closer than 10’ to the property line along Montclair Drive.

The applicant has submitted pictures of the property, in addition to details about the request and the reasoning for the variance, along with a letter of support from the adjacent Montclair HOA, that are all attached to this report.

**BOARD DIRECTION:** The Board of Adjustment may approve, deny, or continue a request for a variance. 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];
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.

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.



**PRO 2021-6, 3719 G ROAD FENCE VARIANCE**  
**LOCATED AT 3719 G ROAD, PARCEL # 2941-032-00-069**

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**SUMMARY**

The Town of Palisade has received a request for a variance from Section 7.05.D.6 of the Palisade Land Development Code for the height of a fence (6 feet) at 3719 G Road (Parcel # 2941-032-00-069), as applied for by Marshall and Bethany Roach, pursuant to Section 4.12 of the Land Development Code (LDC).

The applicant is proposing a six (6) foot fence along Montclair Drive, which is considered the side yard of this property. Section 7.05.D.6.a.ii of the LDC states “Fences and walls in any required street yard shall not exceed four (4) feet in height.” This rule applies regardless of zone; however, the size of the side yard does vary by zone. The property is zoned LDR (Low Density Residential), which has a ten (10) foot side yard. The applicant is requesting a variance to allow a 6’ fence closer than 10’ to the property line along Montclair Drive.

The applicant has submitted pictures of the property, in addition to details about the request and the reasoning for the variance, along with a letter of support from the adjacent Montclair HOA, that are all attached to this report.





## LAND DEVELOPMENT CODE

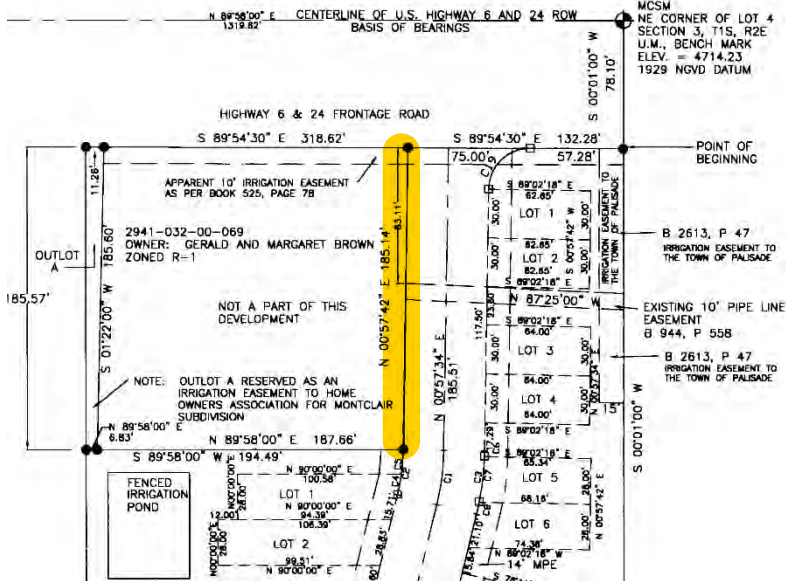
### Section 4.12 Variance:

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.

### 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];



This property consists of 0.795 acres and the residence was built in 1960. The property only has access to the Frontage Road adjacent to Highway 6. When the Montclair Subdivision was constructed (2007), the only access to the development was via Montclair Drive. Montclair Drive, when constructed, created a corner lot out of the subject property and, in effect, changed the condition of the property.

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.

The Town does receive other inquiries for variances to this rule on fence height. Applications for a variance, therefore, must be evaluated on a case-by-case basis using the criteria set forth in this section.

Of note is that the adjacent properties have different zoning from the subject property and are developed at a higher density.



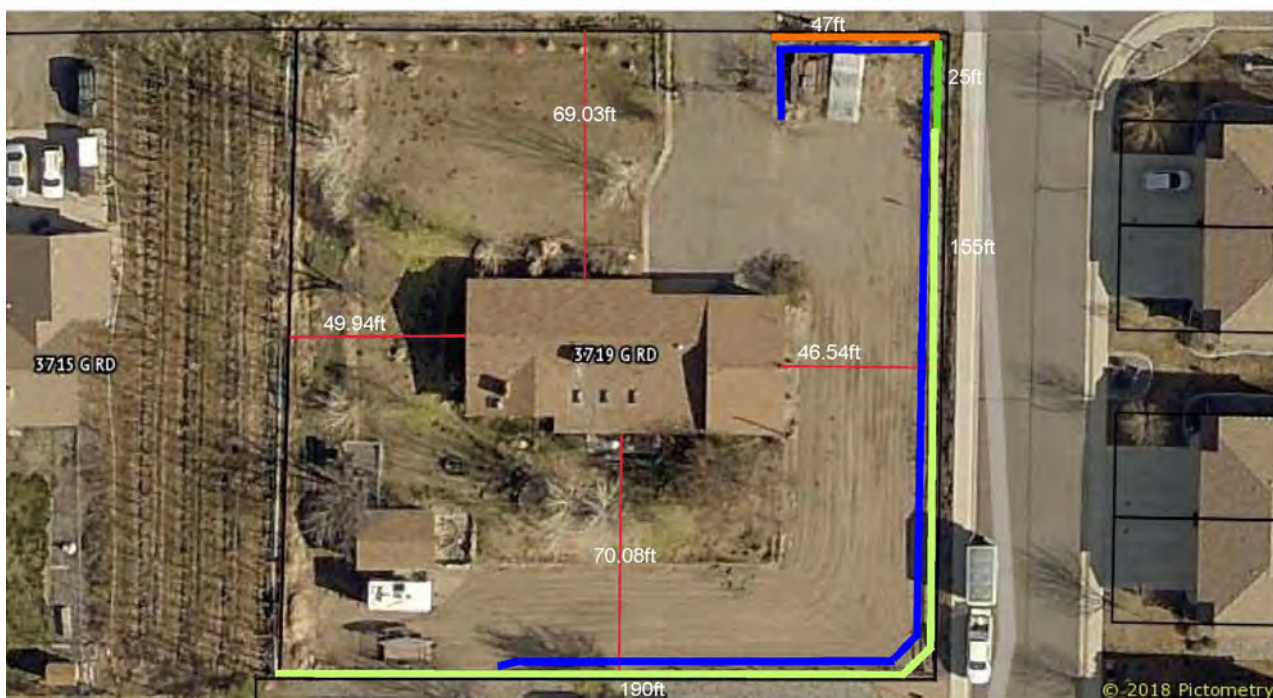
**3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**

Other property owners are not allowed to put 6' tall fences along street sides without approval of a variance by the Board of Adjustment. Other 6' tall fences may have been constructed prior to this regulation on fence height. If the variance is not granted by the Board of Adjustment, the applicant may construct a 4' tall fence along the sidewalk.

In this case, the applicant is denied the ability to create a private side yard due to the construction of a street several decades after the construction of the residence. Had a 6' fence already been constructed prior to the development Montclair it would have been allowed to remain at that height. The existing agricultural style wire fence approximately 3 feet from the property line that has deteriorated and needs replacement. The applicant has already received a permit to replace other portions of fencing that are not impacted by the side yard rule.

**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 intent of the LDC is to have 4' tall fences along street side yards to maintain consistency with the 4' fences permitted in the front yards of the adjacent residences. In this case, the construction of Montclair created a street frontage that did not previously exist, and so the existing situation looks out of sorts. The applicant proposes the 6' fence as a better alternative entrance to the subdivision while simultaneously creating the privacy desired on his property. The fence will taper down to 4' at the true front yard of the subject property and will actually be lower than that to comply with the site distance triangle at the intersection of the Frontage Road and Montclair Drive. The requested variance is only to the height; if approved, the fence must still comply with all other fence regulations as far as material and maintenance.



— Proposed Retaining Wall to prevent neighboring landscape erosion and encroachment

— 6ft Wooden Privacy Fence

— 3' Wooden Privacy Fence

— 4ft chainlink fence



In addition, Montclair Drive is constructed higher than the elevation of the applicant's property, causing stormwater runoff upon the subject property. The fence and associated landscaping improvements will help to mitigate this condition.



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

As noted earlier, the construction of Montclair Drive created the circumstances that do not allow the proposed fence; this was done several decades after the home was constructed but prior to the current owner purchasing the home.

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

The variance requested is the minimum possible, as it would allow a 6' fence that is typical of other residential properties that are not encumbered by a street constructed after the property was developed.

## **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.

Staff recommends that the Board approve the requested variance, as there are special circumstances to the geography of this property created by the development of the adjacent property, and that same adjacent subdivision supports the request.

## **ATTACHMENTS**

Letter of Intent and Applicant Photos

Letter of Support from Montclair HOA

May 20, 2020

Town of Palisade  
173 E 3<sup>rd</sup> St.  
Palisade, CO 81526

To Whom It May Concern,

I, Marshall Roach of 3719 G Road, Palisade Colorado, confirm the intent to build a privacy fence on the south, west, and part of the northern property lines of parcel no. 2041-032-00-069. While current land development code requires street side fences to be no more than 4ft tall, we are requesting a variance allowing a 6ft fence to be built along Montclair Dr while maintaining the visibility triangles at the North East and South East corners of the property. In discussions with the Montclair HOA, our proposed design for a 6ft fence along Montclair Dr. has been received well and the replacement of the current fence is highly anticipated.

The variance request for the 6ft fence is not without merit, due to the construction of the Montclair subdivision we have found our lot buried up to 30" in some places. Please see photos enclosed below for additional clarity. For this reason the damage caused to the current fence requires it to be replaced. At this time we also are forced to put in a retaining wall to prevent further encroachment on our property by outside elements. The fence will then be constructed at finished grade between the retaining wall and the side walk located on Montclair dr.

We would like to construct a 6 ft tall privacy fence using the "board on board" method where cedar pickets are over lapped creating an aesthetically pleasing texture, enhanced privacy, and of significantly more robust construction than traditional privacy fences. The fence rails will be center hung on rail road tie posts with solar accent lighting creating further contrast that will enhance the entry to the Montclair subdivision. We also intend to maintain the integrity of the visibility triangles at the North East, and South East Corners of the property to ensure the safety of our neighbors as they enter and exit the subdivision and driveways. This design and construction method allows for the least possible variance of the LDC while ensuring that our request for privacy and security and the needs of our neighbors are met.

The basic privacy and security we are seeking will not be possible with a 4 ft tall fence due to increased traffic along the frontage road as well as the anticipated increase in traffic as Cresthaven is completed and Rodeo drive is tied into the subdivision. Furthermore, as the Palisade festivals rightly continue to increase in popularity, we expect significant increases in foot traffic along Montclair to Riverbend park. Even without current access to Riverbend from Montclair we have already dealt with festival goers parking along Montclair Dr. and using our property as a trash can, ash tray, and even as a urinal.

Our privacy has also taken a hit with the setback variance given to the owners of 3715 G rd required for the access easement to the Cresthaven subdivision. This easement located to the west of our property will significantly degrade the privacy, tranquility, and rural feel that we were seeking when selecting Palisade as the town to raise our children. Once this road is completed, our property will be surrounded on three sides by access roads to high and medium density residential homes as well as the Montclair communal area to the South. Where as at the time we purchased this property these areas were orchards, vineyards, and pasture.

Thank you for your time and consideration.

Sincerely,

Marshall Roach  
  
3719 G Rd  
Palisade, CO 81526











Good afternoon,

In response to comments regarding the variance request for 3719 G Rd, Palisade CO 82526 please see below:

1. Criteria of variance request/evidence of hardship
  - a. Current LDC states fence should not be taller than 4ft on street side of lot. Variance request is to build 6ft fence due to privacy and security concerns. Also will improve aesthetics of entry to Montclair Subdivision.
  - b. Significant lack of privacy as property will be surrounded by access roads to high and medium density residential neighborhoods. Especially once road between 3715 G rd and 3719 G rd is completed.
  - c. Increased traffic to/from new Cresthaven subdivision.
    - i. Increase in traffic due to new intersection
    - ii. Festival parking
    - iii. Montclair Guest parking
  - d. Increase in rental turnover in Montclair subdivision
    - i. We have had over 20 different families in the nearest 6 units on Montclair dr in the past 5 years. Average residence time is 9-12 months.
  - e. Security issues
    - i. Property has history of gang and drug related tenants including an attempted murder, drug paraphernalia still being discovered on property, multiple private investigators have visited the property in past 5 years
    - ii. Festival goer trespassing, and littering.
  - f. Photo of damage caused by Montclair subdivision











2. The fence will be a board on board cedar fence, center hung on rail road tie posts. It will be similar to the image below. However the posts will be rail road ties to add contrast. I also intend to install solar accent lights either atop the posts, or in between the posts along the top cap to further improve aesthetics.



3. The fence will be built in the same location as the existing fence which is approximately 3ft from the sidewalk. Mulch or river rock would then be placed between the fence and sidewalk for erosion and weed mitigation
4. The retaining wall will be built to the interior of the property line, approximately 5ft from the sidewalk and back filled to sidewalk height. The 6ft tall fence would then be built on top of this finished grade approximately 3ft from the sidewalk. At the South East corner of the property, the retaining wall and fence would cut across the corner of the lot maintaining the visibility triangle for the driveway at 818 Montclair Dr. At the North East Corner of the lot, the fence would drop from 6ft to 3ft to meet the requirements of the visibility triangle.

November 11, 2020

MONTCLAIR SUBDIVISION HOA  
P.O. BOX 812  
PALISADE, COLORADO 81526

Town of Palisade  
175 East Third Street  
Palisade, Colorado 81526

RE: Application for Building Permit- Fence  
3719 G Road, Palisade, Colorado

To Whom It Concerns,

Members of the Board of Directors for the Montclair Subdivision Home Owners Association have had the opportunity to review the documents of the application for the erection of fence(s) at the address of 3719 G Road in Palisade, Colorado.

This property borders the Montclair Subdivision on the west side of Montclair Drive and the south side of 3719 G Road property.

The Board Members of the Montclair HOA have no objection to the request for a variance of 6 foot fence(s) or 3 foot fence(s) and encourage the Town of Palisade to approve the application.

If you have any questions, need any additional information, or would like to meet with members of the Board concerning this problem, please contact us.

Thank you for your time and attention.

*Tim Laudick*

Tim Laudick  
President of the Montclair Subdivision HOA  
(970) 618-3531  
tim@bydrillinginc.com



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** April 27, 2021

**Presented By:** Brian Rusche, Community Development Director

**Department:** Community Development

**Re:** Planning Commission Appointment

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**SUBJECT:** Planning Commission Vacancy

**SUMMARY:** The Board of Trustees will interview applicants for the Palisade Planning Commission at a work session scheduled on April 27, 2021 before the regularly scheduled meeting. Stan Harbaugh was appointed in 2017 for a four year term, opening a seat on the Planning Commission as of April 2021.

As of 04/23/2021, Mr. Harbaugh is the only applicant to submit a letter of interest. He is eligible for reappointment as he is not term limited this year.

**BOARD DIRECTION:** Interview and appoint a Planning Commissioner.



## Application for Voluntary Service for the Town of Palisade

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

Thank you again for your willingness to serve!

Name	Stan Harbaugh
Mailing Address	409 Pendleton Street, Palisade, CO 81526
Physical Address	same
Email Address	Stan_Harbaugh@msn.com
Phone number	720-271-8017
Alternate phone number	720-290-0940

What position are you applying for? Planning Commission board member

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

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

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

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

## Planning Commission

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

## Tourism Advisory Board

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

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

## Park and Recreation Advisory Board

The Park and Recreation Advisory Board develops plans and improvements to the Town's Park and recreational facilities and programs.

Knowledge and experience in silviculture, parks/recreation planning, special event planning and operation, urban/rural wildlife issues, weed/pest management, or comprehensive planning are desired but not required. The Park and Recreation Advisory Board meets on the fourth Thursday of each month at 6:30 p.m.



Prior to retiring to Palisade about a year ago, my wife and I lived in Longmont, Colorado for the past 40 years. In that time we worked in and owned businesses in Longmont. I was involved in a lot a different organizations over the years. As a member of the Chamber of Commerce, I served on the Ambassadors Club and was Chairman of the Transportation Committee. I was the chartering VP of a new Kiwaniis Club and served on the Boulder County March of Dimes board. I served for 10 years in the Longmont Jaycees and held almost every board position. I was President of the largest Jaycee chapter in the state at the time and had 16 members on my board. That year we ran 60 projects with a budget of almost \$200,000.00.

I'm very familiar with volunteer commitment, the workings of Government entities, and the dynamics of serving on volunteer boards.

My wife and I chose Palisade as our retirement hometown. We chose Palisade because it is a small, warm, and friendly town, but with a lot of things to do. We love Colorado and the mountains, festivals, family activities, and wine.

I was appointed to the Planning Commission in 2017 to fill a vacancy and am presently Vice-Chairman. I wish to continue to serve on the Commission. I want to participate in the creating the Comprehensive Plan as well as updating the Land Development Code.

Since Palisade is my new Hometown, I wish to invest my time and energy to keep it a great town. I understand the necessary time investment and will have no problem with committing to it since I am retired.

Stan Harbaugh  
409 Pendleton Street  
Palisade, Colorado 81526  
720-271-8017  
stan\_harbaugh@msn.com





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

**Meeting Date:** April 27, 2021

**Presented By:** Mayor Mikolai & Trustee Carlson  
Janet Hawkinson, Town Manager

**Re:** Clifton Sanitation District Intergovernmental Agreement

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**SUBJECT:**

Over 10 years ago, the Town of Palisade was informed by the State of the need to transition the towns sewer treatment from lagoons to a chemical treatment plant to manage the new restrictions of filtration in releasing treated water back into the river. The Palisade lagoons will be unable to meet the new restrictions requiring a new sewer plant. The Town of Palisade recognizes the urgent need to complete a new sewer system for its' wastewater treatment due to the State standards.

In October of 2019 the Town worked with DOLA (Department of Local Affairs) and applied for a \$50,000 administrative grant to study the various sewer treatment options available to the Town of Palisade. The Town hired JUB engineering to perform the study. Different options were study including the Town building a chemical plant for over \$30 million as well as different pipeline routes to Clifton Sanitation.

Clifton Sanitation was designed and engineered to treat the Town of Palisades sewer. The study determined the route to Clifton aligned with the irrigation canal to be the best option for Palisade. This will cost up to \$14 million. The town is actively working with USDA grant/loan program to pay for the design and construction.

After this study, the Town began working with Clifton Sanitation District on an IGA. After many months of meetings and multiple reviews by attorneys, engineers, staff and Board members, the IGA is complete.

**BOARD DIRECTION:**

Direct Town Manager to sign the IGA with Clifton Sanitation District.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PALISADE  
AND CLIFTON SANITATION DISTRICT REGARDING WASTEWATER  
TREATMENT FOR THE TOWN OF PALISADE**

This Intergovernmental Agreement for Sewer Service (“IGA”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the **CLIFTON SANITATION DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado (“CSD”) and the **TOWN OF PALISADE, COLORADO**, a municipal corporation (“PALISADE”), collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, CSD is a special district organized and operating under Title 32 of the Colorado Revised Statutes for the purpose of providing sewer services inside and outside its service area; and

**WHEREAS**, PALISADE is a municipal corporation organized and operating under Title 31 of the Colorado Revised Statutes; and

**WHEREAS**, PALISADE has requested that CSD provide sewer services to PALISADE by accepting delivery of the Wastewater produced within the PALISADE Service Area, subject to the terms hereof; and

**WHEREAS**, CSD is authorized to establish fees, rates, tolls and charges for services and facilities associated with the sewer services it provides; and

**WHEREAS**, the parties desire to enter this IGA which will establish the parameters under which the Town will purchase and the CSD will provide Wastewater treatment services; and

**WHEREAS**, CSD has constructed a regional Wastewater treatment plant (“Plant”) and the Plant has sufficient capacity to treat effluent generated within the existing service area of the Town; and

**WHEREAS**, CSD is willing to provide sewer services to PALISADE without including the PALISADE Service Area or the PALISADE Potential Expanded Service Area into the boundaries of CSD; and

**WHEREAS**, PALISADE desires and intends to design and construct facilities, referred to and defined herein as “Transfer System Improvements,” located outside the PALISADE Service Area and PALISADE Potential Expanded Service Area which are necessary to allow CSD to provide sanitation services to the Wastewater produced within the PALISADE Service

Area and PALISADE Potential Expanded Service Area, subject to Reserved Capacity limitations of this IGA; and

**WHEREAS**, PALISADE desires and intends to design and construct the facilities within the PALISADE Service Area and PALISADE Potential Expanded Service Area which are necessary to collect the Wastewater within the PALISADE Service Area and PALISADE Potential Expanded Service Area; and

**WHEREAS**, the Parties desire to enter this IGA to establish the terms and conditions under which CSD will provide sewer services to PALISADE; and

**WHEREAS**, PALISADE and CSD find that the terms and conditions of this IGA are reasonable and in the best interests of their respective residents, customers and taxpayers.

## **TERMS AND CONDITIONS**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, and the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Definitions and Acronyms**

#### **1.1 Acronyms Used and Meanings:**

- A. BOD5 – 5-Day Biochemical Oxygen Demand
- B. EQU – Equivalent Residential Unit
- C. GPD – Gallons Per Day
- D. MGD – Million Gallons Per Day
- E. mg/L – Milligrams Per Liter
- F. PIF – Plant Investment Fee (See detailed definition below.)
- G. TSS – Total Suspended Solids

**1.2** “Buffer Zone” means the area between the PALISADE Potential Expanded Service Area and the CSD Service Area depicted on Exhibit A and labeled as “Grand Junction/Palisade Buffer.”

**1.3** “Construction Schedule” shall mean the schedule proposed by PALISADE for construction of the Transfer System Improvements and Palisade Discharge Line.

- 1.4 “CSD” means the Clifton Sanitation District.
- 1.5 “CSD Future Development Area” means that area depicted on Exhibit A and labeled as “Future Planning Area – East”.
- 1.6 “CSD Rules and Regulations” means the CSD Rules and Regulations, Bylaws, Design Standards, Specifications, Construction Criteria, and Policy Statements adopted by the Board of Directors of CSD, as amended from time to time.
- 1.7 “CSD Wastewater Collection System” means the sanitary sewer and other sanitation facilities owned or to be constructed, installed, and otherwise acquired for ownership by CSD and necessary for the performance by CSD of its obligations under this IGA. The CSD Wastewater Collection System expressly shall include the Transfer System Improvements, after the design and construction of the same are accepted by CSD and transfer of ownership is completed as contemplated by this IGA.
- 1.8 “Effective Date” means the date this IGA is effective as set forth above.
- 1.9 “EPA” means the United States Environmental Protection Agency.
- 1.10 “EQU” shall mean a use which is estimated to have an impact upon the sewer system equal to that of the average dwelling unit. One EQU is equal to 133 gallons per day. The definition of an EQU may be as changed and established by CSD in the CSD Rules and Regulations upon notice to PALISADE.
- 1.11 “Monitoring Station” means the monitoring station to be located at the Transfer Lift Station to include primary flow measuring devices and equipment necessary for metering the rate and quantity of Wastewater flow discharged from the Palisade Sewer System and Palisade Discharge Line and allowing for sampling the Wastewater for analyses.
- 1.12 “Notice of Acceptance” shall mean the written notice provided by CSD of its approval and acceptance of construction of the Transfer System Improvements.
- 1.13 “PALISADE Discharge Line” means the newly constructed sanitary sewer system improvements in the Buffer Zone consisting of the gravity main line for Wastewater conveyance and other related improvements starting on the western edge of the PALISADE Potential Expanded Service Area and ending at the Transfer Lift Station, and also includes any and all line extensions and connections to such gravity main line.
- 1.14 “PALISADE Potential Expanded Service Area” means that additional area depicted on Exhibit A and labeled as “Palisade Potential Future Planning Area.”

1.15 “PALISADE Service Area” means that area depicted on the map attached hereto as Exhibit A and labeled as “Palisade Sanitary Sewer,” together with any portion(s) of the PALISADE Potential Expanded Service Area if expanded pursuant to Section 2.6 of this IGA.

1.16 “PALISADE Sewer System” means a system of infrastructure provided by PALISADE in compliance with all applicable CSD Rules and Regulations to provide sanitary sewer service to its customers by the collection of Wastewater arising within the PALISADE Service Area and PALISADE Potential Expanded Service Area.

1.17 “PALISADE” means Town of PALISADE.

1.18 “Plant Investment Fee” or “PIF” shall have the meaning set forth in Section 6.1 of this IGA.

1.19 “Recapture Fee” shall have the meaning set forth and described in Section 5.2 of this IGA.

1.20 “Reserved Capacity” shall have the meaning set forth in Section 2.3 of this IGA.

1.21 “Sewer Clearance Permit” shall have the meaning set forth in Section 2.8 of this IGA.

1.22 “Sewer Service Charge” shall have the meaning set forth in Section 6.2 of this IGA.

1.23 “Thirty day average” or “30 day average” means the arithmetic mean of all samples collected during a thirty (30) consecutive-day period, which represents a calendar month. Samples shall not be used for more than one (1) reporting period.

1.24 “Transfer Lift Station” shall mean the lift station located in the Buffer Zone at the end of the Palisade Discharge Line (which shall be located approximately at the point depicted on Exhibit B and specifically located as determined by the engineering study accepted in writing by CSD) as further described in Section 4.2 which is designed to lift Wastewater so that it may then be conveyed through the remainder of the Transfer System Improvement lines and delivered to CSD.

1.25 “Transfer System Improvements” shall mean the newly constructed improvements and infrastructure, beginning at the Transfer Lift Station and discharge line (force main and gravity mains) and including all downstream improvements and Wastewater conveyance lines to the point of connection with the existing CSD Wastewater Collection System (the anticipated point of connection is indicated on Exhibit B and will be specifically located as determined by the engineering study accepted in writing by CSD.) . For avoidance of doubt, the Transfer System Improvements do not include the Palisade Discharge Line.

1.26 “Twenty four (24) hour composite sample” is a combination of at least eight (8) sample aliquots of at least 100 milliliters, collected at equally spaced intervals during the operating hours of a facility over a twenty-four (24) hour period. For volatile pollutants, aliquots must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the wastewater or effluent flow since the collection of the previous aliquot. Aliquots may be collected manually or automatically.

1.27 “User” shall mean a customer of PALISADE who owns property connected to the PALISADE Sewer System or Palisade Discharge Line.

1.28 “Wastewater” means liquid wastes, solid wastes, commercial wastes and any other allowed substance, whether it is liquid, solid, in suspension, or in solution, in the PALISADE Sewer System, Palisade Discharge Line, or in the CSD Wastewater Collection System, or in any combination of such systems.

## **II. Wastewater Collection Service**

2.1 Wastewater Collection and Treatment Services. Subject to the terms and conditions of this IGA, CSD shall accept residential Wastewater and allowable commercial or industrial Wastewater from PALISADE, which is collected from and generated within the PALISADE Service Area, PALISADE Expanded Service Area, or through connections to the Palisade Discharge Line and which does not exceed (a) Four hundred seventy thousand gallons per day (470,000 GPD or 0.470 MGD) for hydraulic flow (30-day average), (b) organic loading of one thousand one hundred eighty five (1,185) lbs BOD<sub>5</sub> per day being derived from approximately 302 mg/L BOD<sub>5</sub> at a flow rate of 0.470 MGD (30-day average) calculated from twenty four (24) hour composite samples, and (c) a peak hour flow rate of the lesser of either one million one hundred twenty-eight thousand gallons per day (1.128 MGD) at the CSD treatment facility or the calculated peak hour flow rate of the collection system as determined by an engineering study provided by PALISADE and accepted in writing by CSD at any time, for treatment by CSD. Flow must be within current infiltration and inflow limits and strength limits for domestic flow as set by CSD and the EPA. The service commitment by CSD is subject to terms of the CSD Rules and Regulations.

2.2 Compliance with Laws and Permits. In no event shall CSD be required to operate its wastewater treatment facilities, plant or any part of the CSD Wastewater Collection System in excess of permitted treatment capacities, or in violation of any federal, state, or local laws, regulations, permits, or orders, or to the exclusion of use by other CSD customers.

2.3 Reserved Capacity.

A. CSD will reserve sufficient capacity in its CSD Wastewater Collection System and treatment systems to accommodate Four hundred seventy thousand gallons per day

(470,000 GPD or 0.470 MGD) for hydraulic flow (30-day average) and an organic loading of one thousand one hundred eighty five (1,185) lbs BOD<sub>5</sub> per day (30-day average) calculated from twenty four (24) hour composite samples, pending the peak hour flow rate at no times exceeds the lesser of either one million one hundred twenty-eight thousand gallons per day (1.128 MGD) at the CSD treatment facility or the calculated peak hour flow rate capacity of the collection system as determined by an engineering study provided by Palisade and accepted in writing by CSD, received from PALISADE, which is collected from and generated within the PALISADE Service Area, PALISADE Potential Expanded Service Area, or through connection to the Palisade Discharge Line for a period of twenty (20) years from the Effective Date ("Reserve Capacity"). The Parties may mutually agree, in writing, to extend the period of time such capacity will be reserved by additional 5-year periods.

B. CSD may charge, and PALISADE shall pay, the following if the above Reserve Capacity is exceeded: (1) \$500 for the first occurrence during a calendar year, (2) \$1,000 for the second occurrence, and (3) \$2,000 for the third and all subsequent occurrences during the calendar year. If there are more than four occurrences where Reserve Capacity is exceeded during any 12 month period, CSD may require PALISADE to create and submit a report identifying the causes and a proposed corrective action plan within 60 days for approval by CSD. If the corrective action plan that is approved by CSD is not completed in a timely manner as provided in the corrective action plan, and Reserve Capacity exceedance issues continue to occur, a new tap moratorium may be put in place notwithstanding any other provisions of this agreement, unless additional EQU's are purchased by PALISADE, if available, or additional corrective actions as required and approved by CSD are completed.

2.4 PALISADE Service Area. CSD does not agree to accept any Wastewater produced or collected outside of the PALISADE Service Area except as otherwise provided herein. CSD may agree, pursuant to Section 2.6 to accept Wastewater which is produced or collected within the PALISADE Potential Expanded Service Area, or through connection to the Palisade Discharge Line.

2.5 PALISADE Potential Expanded Service Area. Upon advance notice to CSD and subject to the provisions of Section 2.6 of this IGA, CSD may provide sanitary sewer service for Wastewater collected from the PALISADE Potential Expanded Service Area. Therefore, PALISADE agrees to design and construct the PALISADE Sewer System, Palisade Discharge Line and Transfer System Improvements to an appropriate size as specified or approved by CSD that is sufficiently large to accommodate anticipated flow from the Potential Expanded Service Area.

2.6 Expansion of the PALISADE Service Area. PALISADE may apply in writing to CSD to have additional property which is part of the PALISADE Potential Expanded Service Area or added through connections to the Palisade Discharge Line as of the Effective Date of this IGA added into the PALISADE Service Area. Such application, which shall be approved or denied

in CSD's sole discretion, shall include: (1) a legal description and map of the area to be added; and (2) the number of EQUs projected to be needed for the area to be added; and (3) any additional projections, data, and related design and construction plans requested by CSD, such as information necessary to allow CSD to determine the resulting peak hour flow rate. CSD shall provide written notice of its decision to approve or deny the request; CSD may also agree to increase the Reserved Capacity if necessary. In addition, CSD may also consider similar applications submitted by PALISADE to provide sanitary sewer service to other properties outside of the Palisade Potential Expanded Service Area. As a condition of any agreement by CSD to increase the Reserved Capacity, PALISADE may be required to agree to pay for all upgrades, improvements, and construction costs related to the Transfer System Improvements, Palisade Discharge Line, and the CSD Wastewater Collection System as deemed necessary by CSD.

2.7 Buffer Zone. The Buffer Zone area between the PALISADE Potential Expanded Service Area and the CSD Service Area is designated for and subject to restrictions for the primary purpose of maintaining open lands for agricultural uses. CSD and PALISADE will not provide sanitary sewer service in the Buffer Zone unless the same is approved by Mesa County. CSD may provide all sanitary sewer services to the Buffer Zone for properties that can be reasonably served by gravity lines connecting to the Transfer System Improvements. With CSD approval, PALISADE may provide sanitary sewer services to the Buffer Zone properties that can be reasonably served by gravity lines connecting to the Palisade Discharge Line. CSD and Palisade may include such areas within its service area or provide service to such property as out-of-district customers. PALISADE will not be permitted to extend its service area into the Buffer Zone without the prior consent of CSD.

2.8 Connection of Users to PALISADE Sewer System. PALISADE shall enact and enforce rules and regulations, which are substantially similar to CSD Rules and Regulations in all material respects, providing that before connecting any customer to the PALISADE Sewer System or the Palisade Discharge Line the customer shall submit to CSD a written application for a "Sewer Clearance Permit" to discharge Wastewater from the specific property to be connected. After PALISADE has provided its preliminary sign-off indicating its approval of the customer application, CSD will then review the application and if acceptable will require payment and collect the Plant Investment Fee pursuant to Section 6 of this IGA and other required fees before providing its approval of the permit. A permit is required for each and every building discharging Wastewater. Neither permits nor the associated Plant Investment Fees are transferable to other properties. If after a Sewer Clearance Permit is granted, a User expands or changes its use or amount of service so that the number of EQUs specified in the permit will be increased, the User must submit an application to CSD for a modified Sewer Clearance Permit, whether or not the actual size of the service line is increased. Before issuing the amended Sewer Clearance Permit the User shall pay an incremental Plant Investment Fee to CSD which is equal to the Plant Investment Fee in effect at the time the modified Sewer Clearance Permit is granted minus the amount previously paid for the applicable User. CSD



may deny an application for modification if it would result in the Reserved Capacity being exceeded.

### **III. Design and Construction of the PALISADE Sewer System**

3.1 PALISADE Obligation to Design/Construct the PALISADE Sewer System. As a condition precedent to CSD fulfilling its sewer service obligations, PALISADE shall ensure any future design and construction of the PALISADE Sewer System and any connections or line extensions to it or the Palisade Discharge Line, including any upgrades and improvements thereto are completed in compliance with all applicable CSD Rules and Regulations. Unless set forth herein, CSD shall not be responsible for any costs associated with the PALISADE Sewer System or the Palisade Discharge Line. All such costs shall be the responsibility of PALISADE. A detailed map of the Palisade Sewer System as of the Effective Date is attached to this IGA as Exhibit C; this map will be updated by PALISADE and provided to CSD when any future construction is completed to the Palisade Sewer System or the Palisade Discharge Line, and as otherwise required in this IGA.

#### **3.2 Inspection of Construction.**

A. At all times during construction projects related to the PALISADE Sewer System or Palisade Discharge Line, CSD has the right, in its discretion and without obligation, to inspect the PALISADE Sewer System and Palisade Discharge Line to ascertain that the materials and workmanship conform to the CSD Rules and Regulations. PALISADE shall reasonably cooperate with and assist CSD in gaining access to the areas designated for inspection. All costs associated with CSD inspections shall be at CSD's sole expense.

B. PALISADE shall make any improvements or alterations required by CSD in order to bring the PALISADE Sewer System and Palisade Discharge Line into conformance with the CSD Rules and Regulations. Any inspection of the PALISADE Sewer System or Palisade Discharge Line by CSD shall not relieve Palisade of any responsibility under this IGA.

C. PALISADE acknowledges that CSD's review of the design plans and any inspection of improvements to the Palisade Sewer System and Palisade Discharge Line, if any, pursuant to this IGA is in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to PALISADE, any customer of PALISADE, any property owner, or any third parties is created by such review and approval.

3.3 Ownership of the PALISADE Sewer System and Palisade Discharge Line. No part of the PALISADE Sewer System or Palisade Discharge Line will be dedicated or conveyed to CSD. The PALISADE Sewer System and Palisade Discharge Line shall be owned and maintained by PALISADE. The PALISADE Sewer System and Palisade Discharge Line shall be maintained, repaired and replaced consistent with applicable local, state and federal rules, regulations, orders and laws, including and in accordance with the CSD Rules and Regulations

and this IGA. CSD assumes no liability under this IGA for the PALISADE Sewer System and Palisade Discharge Line.

#### **IV. Palisade Discharge Line and Transfer System Improvements**

4.1 Construction of Transfer System Improvements and Palisade Discharge Line. PALISADE and CSD acknowledge and agree that new sewer improvements and infrastructure, including the Palisade Discharge Line, gravity lines, Transfer Lift Station and force mains, will need to be constructed outside of the PALISADE Service Area and the PALISADE Potential Expanded Service Area in order to convey the Wastewater flow from PALISADE to CSD. PALISADE agrees that the related land and easement/right-of-way acquisitions, planning, design, engineering, construction, equipment, materials, installation, inspection, administrative, legal, and all other similar expenses and costs for construction of the Palisade Discharge Line and Transfer System Improvements are necessary for acceptance by CSD of PALISADE's Wastewater and that it is reasonable for PALISADE to bear one hundred percent (100%) of such costs and expenses.

4.2 Transfer System Improvement Design Considerations. The Transfer System Improvements and Palisade Discharge Line design to be provided by PALISADE at its sole expense shall be prepared on PALISADE's behalf by an engineer with appropriate qualifications registered in Colorado, shall be in accordance with CSD Rules and Regulations, and be subject to CSD review, inspection, approval and acceptance as set forth below. The Transfer System Improvements and Palisade Discharge Line design shall include, generally (1) the Wastewater transfer main lines which will run from a point on the western boundary of the Palisade Potential Expanded Service Area through the Buffer Zone to the CSD sewer system connection point (the connection point shall be located approximately at the point depicted on Exhibit B and specifically located as determined by the engineering study accepted in writing by CSD); (2) Transfer Lift Station (3) all downstream improvements and Wastewater conveyance lines (including force main and gravity lines) needed to deliver the Wastewater from the PALISADE Service Area to the CSD connection point; (4) Monitoring Station for monitoring Wastewater flow and volume and sampling of Wastewater for analysis to be located within the Transfer Lift Station(s) as described below; (5) hydrogen sulfide treatment equipment; and (6) any other features CSD deems necessary for delivering the Wastewater to the CSD Wastewater Collection System. In addition, the Transfer System Improvements and Palisade Discharge Line design and construction shall be completed subject to the following specific requirements:

A. Septic Conditions. Because of extended detention times in the entire Wastewater conveyance system, including within the Palisade Sewer System, Palisade Discharge Line, Transfer System Improvements and CSD Wastewater Collection System, PALISADE acknowledges there is a potential for septic conditions to develop. Therefore, PALISADE shall ensure that plans, design, and construction, of the Palisade Discharge Line

and Transfer System Improvements are completed in such a manner as reasonably determined by CSD to accept PALISADE's Wastewater and to mitigate septic conditions.

B. Oversizing. The Palisade Discharge Line and Transfer System Improvements shall be sized to accommodate anticipated flow as reasonably determined by CSD, and shall be designed to accommodate the maximum peak hour flow.

C. Transfer Lift Station and Related Monitoring Station Requirements. The Transfer Lift Station to be constructed as part of the Transfer System Improvements will require separate and specific design and construction approval from CSD. The Transfer Lift Station shall include Monitoring Station equipment and features to allow for automated, precise, and efficient monitoring and sampling of Wastewater flow, strength, and other characteristics as determined by CSD, for the purpose of addressing flow equalization to avoid peak flow rates and other factors or characteristics of the Wastewater that could overload the CSD Wastewater Collection System. Exhibit D describes the monitoring and testing features and capabilities of the Monitoring Station.

4.3 Design Completion and Review by CSD. PALISADE shall submit preliminary and final design plans for the Palisade Discharge Line and Transfer System Improvements, to CSD for review and approval or disapproval. Within eighteen (18) months of the Effective Date, PALISADE shall submit to CSD preliminary design plans and specifications, which are substantially complete; CSD shall have up to fifty (50) calendar days from the date of submission to complete its review and to provide notice of approval or denial of the preliminary design plans. Within three (3) months of the CSD's approval of the preliminary design plans, PALISADE shall submit complete final design plans and specifications to CSD for final approval by CSD, and CSD shall have up to fifty (50) calendar days from the date of submission to complete its review and to provide notice of approval or denial. PALISADE shall make changes to the design plans as requested by CSD. Construction shall not commence until the final design plans and specifications have been approved in writing by CSD. Final design approvals are valid for twelve (12) months from the date of approval by CSD. If construction is not initiated within twelve (12) months of CSD approval, re-submittal of the plans may be required, and new construction may not be initiated.

4.4 Acquisition of Easements, Property and Ownership. As a part of the construction requirements for the Palisade Discharge Line and Transfer System Improvements PALISADE shall pay for all costs incurred to acquire all easements and rights-of-way or the outright ownership of any land necessary for the construction. The easements, rights-of-way or ownership of land associated with the Transfer System Improvements (not including those associated with the Palisade Discharge Line) shall be taken in the name of CSD or conveyed to CSD as part of the transfer of ownership of the Transfer System Improvements to CSD as required below.

4.5 Construction of the Transfer System Improvements and Palisade Discharge Line; Construction Schedule.

A. At its sole expense, PALISADE shall construct the Palisade Discharge Line and Transfer System Improvements, with regular oversight by a Colorado registered engineer, in accordance with all CSD Rules and Regulations and the design plans and specifications approved in writing by CSD. PALISADE shall notify CSD, in writing, within two (2) business days of any departure from the approved design plans and specifications or from the CSD Rules and Regulations; any such departures shall be subject to CSD's review and approval.

B. Prior to commencing construction, and not more than twelve (12) months following notice of approval of final design, PALISADE shall provide CSD with a Construction Schedule for construction of the Palisade Discharge Line and Transfer System Improvements for review, consideration, and approval by CSD. The Construction Schedule must include milestones for: (1) construction contract award, (2) commencement of construction, (3) construction completion, and (4) Wastewater discharge to CSD. After the Construction Schedule for the Palisade Discharge Line and Transfer System Improvements is approved in writing by CSD, PALISADE shall promptly provide notice to CSD of any proposed changes to the Construction Schedule. PALISADE shall promptly notify CSD in writing within two (2) business days of any material departures from the Construction Schedule.

C. This Agreement shall automatically terminate if preliminary and final design plans are not submitted to CSD as required by Section 4.3 by December 31, 2022 or if the following milestones in the Construction Schedule are not met: (1) construction contract award, (2) commencement of construction, (3) construction completion, and (4) Wastewater discharge to CSD by April 1, 2024. Provided however, if CSD approves in writing of an extension of time to submit design plans or any milestone described in this subsection, then the Agreement will not automatically terminate. PALISADE understands and agrees that CSD may require as a part of an extension agreement any or all of the following: (1) increase in the PIF or PIF Multiplier described in Section 6.1, (2) increase in the Sewer Service Charge described in Section 6.2, and, (3) payment to CSD for any resulting cost increases or damages incurred by CSD as a result of the delay and extension.

D. Beginning on the Effective Date and continuing through acceptance of Wastewater by CSD, quarterly reporting is to be provided by PALISADE to CSD regarding the status of funding, design, and construction of the Palisade Discharge Line and Transfer System Improvements. Reports will be due on the 15<sup>th</sup> of each month following the preceding quarter.

#### 4.6 Inspection of Construction.

A. At all times during construction of the Palisade Discharge Line and Transfer System Improvements, CSD has the right, in its discretion and without obligation, to inspect the Palisade Discharge Line and Transfer System Improvements to ascertain that the materials and workmanship conform to the CSD Rules and Regulations and approved design plans. PALISADE shall reasonably cooperate with and assist CSD in gaining access to the areas designated for inspection. All costs associated with inspections shall be at CSD's sole expense.

B. PALISADE shall provide a written notice to CSD at least three (3) business days prior to the time it begins backfilling or covering any new, upsized or upgraded construction of the Palisade Discharge Line and Transfer System Improvements. CSD may inspect the lines within three (3) business days following receipt of the notice. If PALISADE fails to provide proper notice to CSD prior to the time it begins backfilling or covering any new, upsized or upgraded main lines and to allow inspection, CSD reserves the right to direct and require that PALISADE remove and/or uncover such portions of the Palisade Discharge Line and Transfer System Improvements for inspection, and all such costs shall be at PALISADE's sole expense.

C. PALISADE shall make any improvements or alterations required by CSD in order to bring the Palisade Discharge Line and Transfer System Improvements into conformance with the CSD Rules and Regulations and approved design plans. Any changes ordered by CSD shall be completed and re-inspected before any backfilling is done. Non-compliance may result in PALISADE being required to uncover the Wastewater service lines and re-inspection at the expense of PALISADE.

D. PALISADE shall provide written notice to CSD upon PALISADE's determination that the Palisade Discharge Line and Transfer System Improvements are completed and in compliance with all final design plans and requirements of this IGA. Within thirty (30) calendar days of such notice, CSD shall provide Notice of Acceptance or notice of exceptions describing in writing any issues or non-conformance. Inspection and Notice of Acceptance of the Palisade Discharge Line and Transfer System Improvements by CSD shall not relieve PALISADE of any responsibility under this IGA.

E. PALISADE acknowledges that CSD's review of the design plans and inspection of construction and improvements, pursuant to this IGA, is one in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to PALISADE, any customer of PALISADE, any property owner, or any third parties is created by such review and approval.

4.7 Transfer of Ownership of the Transfer System Improvements. After completion of construction and Notice of Acceptance by CSD, the Transfer System Improvements shall be transferred and conveyed by PALISADE to CSD for ownership, and related ongoing maintenance and operations. All costs associated with and for maintenance and operations of

the Transfer System Improvements after such transfer of ownership to CSD shall be assumed by CSD. PALISADE shall have no ownership interest in the Transfer System Improvements. Future use of the Transfer System Improvements, including allowing taps into the Transfer System Improvements, shall be under the control of CSD. PALISADE shall have ownership and all responsibility for maintenance and operation of the Palisade Discharge Line, except as expressly set forth in this Agreement.

4.8 Warranty Period. Notwithstanding the transfer of ownership or any other provisions of this IGA, for a period of two (2) years following CSD's Notice of Acceptance (referred to as the "Warranty Period"), PALISADE shall warrant the construction of the Transfer System Improvements against defective materials and workmanship. PALISADE is responsible for all repair and correction of any defects in the Transfer System Improvements during the Warranty Period. CSD may elect at its option to undertake the work necessary to address, repair or correct defects, and PALISADE shall be responsible to reimburse CSD for all costs incurred by CSD. During the Warranty Period, PALISADE shall indemnify CSD for and from any claims for damages CSD may suffer as a result of defects of materials or workmanship or failure of PALISADE to maintain and repair the Transfer System Improvements, including the costs and reasonable attorneys' fees incurred to defend such claims. PALISADE shall require that any contractor, including PALISADE if acting as its own contractor, who performs any work or construction related to the installation of the Transfer System Improvements, provides a maintenance bond in the amount of one hundred percent (100%) of the amount of related construction and installation costs, effective throughout the Warranty Period for CSD's protection.

## **V. Recapture of Transfer System Improvement Costs**

5.1 Connection to Transfer System Improvements. Connections to the Transfer System Improvements and Palisade Discharge Line within the Buffer Zone and CSD Future Development Area will be under the exclusive control of CSD.

5.2 Recapture Fee. At such time as there is a new tap connection into the Transfer System Improvements for property located in the Buffer Zone and CSD Future Development Area, CSD shall assess a Recapture Fee for such connections and will pay the Recapture Fee to PALISADE. The Recapture Fee will allow PALISADE to recover a portion of its costs for the design and construction of the Transfer System Improvements. The amount of the Recapture Fee shall be calculated based upon final construction costs of the Transfer System Improvements divided by the potential development EQU's in the Buffer Zone and CSD Future Development Area, but not to exceed three thousand dollars (\$3,000 for each tap). The Recapture Fee shall be collected by CSD at the time the tap fee is paid by the new customer to CSD and the Recapture Fee shall be remitted to PALISADE within forty (40) days of such payment.

5.3 Annual Report. By February 15 of each year CSD will submit to PALISADE an accounting of total funds collected through the Recapture Fee and the total balance of the Recapture Fees collected.

5.4 Termination of Recapture Fee. The Obligation for payment to PALISADE of the Recapture Fee shall terminate when one million dollars (\$1,000,000.00) in Recapture Fees have been paid to PALISADE or twenty (20) years from the date of acceptance of the Transfer System Improvements by CSD, whichever occurs first.

## **VI. Fees**

### **6.1 Plant Investment Fees.**

A. Initial Plant Investment Fee (PIF) for Existing Palisade Service Taps. As of the date Notice of Acceptance is provided by CSD, the number of residential and commercial customers and related EQUs serviced by PALISADE shall be established. To determine the number of EQUs subject to the initial PIF, PALISADE shall provide complete data and information to CSD including (1) a listing of all residential and non-residential accounts as of the date of Notice of Acceptance, (2) two (2) years of consumptive water data, and (3) such other information as requested by CSD. The currently estimated total EQUs as of the Effective Date is 1,723 EQUs. An initial PIF shall be assessed as determined by CSD based on the data provided by PALISADE. For informational purposes only, as of 2020, CSD's PIF is three thousand four hundred dollars (\$3,400.00) per EQU; based on this, the total PIF is estimated to be  $1,723 \text{ EQUs} \times \$3,400.00 = \$5,858,686$ . A final initial PIF assessment will be completed at the end of construction of the Transfer System Improvements and Palisade Discharge Line and prior to wastewater discharge initiating. This assessment will take into account any and all additional EQUs, EQU abandonments, and changes in use or service. No Wastewater treatment service will be provided to PALISADE until the full amount of the initial PIF is paid to CSD. On or before the Effective Date, PALISADE shall pay to CSD a non-refundable deposit in the amount of \$100,000.00 to be applied to the required PIF, with the remaining PIF payment to be made at the time Wastewater treatment services are made available to PALISADE. The non-refundable deposit will be forfeited by PALISADE and retained by CSD if the Agreement is terminated prior to Wastewater being accepted by CSD as anticipated by this Agreement. A final initial PIF reconciliation shall then occur based on the total actual equivalent EQUs to determine the final initial PIF to be paid by PALISADE to CSD; this shall be done by measuring the actual volume of Wastewater measured at the Transfer Lift Station during the first twelve (12) months following delivery of Wastewater through the Transfer System Improvements. If the Wastewater flow during such twelve (12) month period (minus an adjustment for any new taps and resulting EQUs added) results in the actual equivalent EQUs being no greater than ten percent (10%) of the total EQU count for residential and commercial customer accounts for which the initial PIF was paid, no additional payment will be required (in no event will a refund be owed). If the actual measured Wastewater flows over the twelve (12) month period are greater than one hundred ten percent (110%) of the calculated EQU,

then CSD may charge and invoice PALISADE for an additional initial PIF based upon the actual equivalent EQU flow.

B. Plant Investment Fee for Subsequent PALISADE Service Taps. For all service taps connecting into the PALISADE Sewer System and Palisade Discharge Line after the Notice of Acceptance date, CSD will be paid by the User a PIF equal to no less than CSD's in-District PIF and no more than one hundred twenty percent (120%) of CSD's in- District PIF ("PIF Multiplier"). The initial PIF Multiplier shall be one hundred twenty percent (120%) of CSD's in-District PIF and this amount shall continue until changed by the CSD Board.

C. Responsibility For Line Extensions and Connections. Future connections and line extensions and all related inspection and maintenance to the Transfer System Improvements shall be the responsibility of CSD, except as otherwise provided in this IGA. Future connections and line extensions, and all related inspections and maintenance to the Palisade Discharge Line shall be the responsibility of Palisade, except as otherwise provided in this IGA.

## 6.2 Sewer Service Charge.

A. CSD will meter the PALISADE effluent discharge through a master meter at the Transfer Lift Station and will assess a monthly treatment service charge based on the actual meter reading of effluent discharged at the Transfer Lift Station into the CSD Wastewater Collection System (referred to herein as "Sewer Service Charge"). An initial base rate, to be equal to the CSD then current in-district base rate for Wastewater treatment (which is \$5.13 per thousand gallons as of 2020) plus an additional amount based on additional conveyance costs and ongoing operation and maintenance of the Transfer Lift Station, will be assessed. The initial base rate shall be adjusted in accordance with a rate study to be conducted by CSD within three (3) years after the date of CSD Notice of Acceptance of the Transfer System Improvements.

B. CSD may elect to use a different billing method to calculate the Sewer Service Charge, other than that set forth in Section 6.2 A., provided that the alternative billing method is reasonably calculated to bill PALISADE according to its use of sewer services provided by CSD.

6.3 Payment of Fees and Charges. PALISADE is responsible for payment of all Sewer Service Charges and any other charges or fees imposed by CSD as provided in this IGA. CSD is not responsible for collecting any sewer service fees, charges, surcharges, or penalties from the PALISADE Users.

6.4 Fee Schedule of PALISADE. PALISADE shall adopt and impose such charges and fees upon its Users as it deems reasonable. PALISADE shall be responsible for billing, collecting and enforcing payment of such fees and charges.



## **VII. Billing and Payment of Fees**

7.1 Payment. PALISADE shall pay CSD for all rates, fees, tolls, charges and amounts due pursuant to this IGA within thirty (30) days of the date of the invoice issued by CSD or by the due date specified in this IGA (the “Due Date”). All invoices shall be paid by electronic funds transfer, unless expressly permitted otherwise by CSD in its sole discretion. Except for amounts adjusted following resolution of a disputed invoice according to the procedure set forth in Section 7.2, failure to pay an invoice or any other amount by the Due Date (a) may result in a Late Fee as specified in the CSD Rules and Regulations, and (b) shall accrue interest at a rate of eight percent (8%) per annum from the Due Date until paid.

7.2 Dispute of Invoice. If PALISADE disputes the amount assessed on the invoice PALISADE shall pay the full amount of the invoice by the Due Date, and may then submit a written objection to the CSD Manager setting forth the basis for disputing the amount within ten (10) days of paying the full amount invoiced. PALISADE and the Manager of CSD will negotiate in good faith in an attempt to determine the appropriate amount due and the manner of making future rebates, refunds or additional payments in accordance with the agreed upon resolution of the dispute.

## **VIII. Maintenance, Reporting and Monitoring**

8.1 Maintenance and Testing of the PALISADE Sewer System and Palisade Discharge Line. At its sole expense, PALISADE shall be responsible for the maintenance, repair, upgrades to, and replacement of the PALISADE Sewer System and Palisade Discharge Line to meet the maintenance standards of the CSD Rules and Regulations, including but not limited to the timely cleaning of all lines and prevention of inflow and infiltration (“I&I”). PALISADE shall at a minimum conduct pipeline flushing, video inspection, visual inspection of manholes and testing on the PALISADE Sewer System and Palisade Discharge Line in accordance with CSD Rules and Regulations. All inspection and test results shall be provided to CSD which may elect to verify the results.

8.2 Monitoring Station Operation. CSD will conduct monitoring, sampling, testing and analysis of Wastewater at the Transfer Lift Station using the Monitoring Station to assess compliance with the terms of this IGA. If Wastewater excessive volume, or quality, hazardous materials, septic conditions or other issues are found, additional monitoring and testing may be required. CSD has the right to impose an additional fee to be paid by PALISADE to recover the costs associated with additional and unexpected monitoring and measuring the Wastewater that are over and above the requirements of Exhibit D.

8.3 Monitoring. PALISADE grants to CSD, and its agents, employees, contractors and consultants the right to enter upon the property within the Buffer Zone serviced by the Palisade Discharge Line, PALISADE Service Area and PALISADE Potential Expanded Service Area which contains improvements constituting the PALISADE Sewer System at all reasonable

times for the purposes of monitoring the Wastewater and any other purposes ancillary to the performance of this IGA. This right of access shall attach to and run with the land. CSD may conduct such monitoring of the Wastewater flow from the PALISADE Sewer System and Palisade Discharge Line as it deems necessary. PALISADE shall make any improvements or alterations to the Palisade Discharge Line and PALISADE Sewer System required by CSD in order to bring the Palisade Discharge Line and PALISADE Sewer System into conformance with the CSD Rules and Regulations.

8.4 Records, Accounts and Audits. PALISADE shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Palisade Discharge Line and PALISADE Sewer System and shall allow CSD to obtain a copy of such records upon request. No later than February 15 of each year PALISADE shall send to CSD information current through December 31 of the prior year. The information shall include a current map of the Palisade Discharge Line and PALISADE Sewer Service Area, a list of new Users or changes of service for any Users, new tap sales and connections and other such information that is requested by CSD.

8.5 Independent EQU Inventory. CSD may, in its discretion, conduct an annual audit of PALISADE's customer inventory.

8.6 Pretreatment Program. In accordance with a Pretreatment Intergovernmental Agreement that will be entered between the parties, CSD will monitor, sample and complete reporting regarding non-residential Users, and CSD will be given authority to directly enforce and assess penalties to non-conforming non-residential Users or other contributors in accordance with the Clean Water Act. Completion of such Pretreatment Intergovernmental Agreement is a requirement that must be completed prior to CSD being obligated to accept any Wastewater discharge under this Agreement.

## **IX. Prohibited Discharges and Enforcement of Rules and Regulations**

9.1 Applicability. This Article 9 shall apply to all Wastewater discharge issues that are not covered by and addressed in the anticipated and required Pretreatment Intergovernmental Agreement related to specified non-residential Users. For avoidance of doubt this Article 9 shall apply to both residential and commercial/non-residential Wastewater discharges; however, if an issue related to a commercial/non-residential discharge is also addressed under the Pretreatment Intergovernmental Agreement, then the Pretreatment Intergovernmental Agreement shall control in the event of any conflict.

9.2 Prohibited Discharges. The PALISADE Sewer System and Palisade Discharge Line shall be used only for the disposal of water contaminated by biodegradable wastes. No wastes shall be discharged as described below or in violation of any local, state or federal rules,

regulations, orders or laws or in violation of the CSD Rules and Regulations. Prohibitions include but are not limited to:

- Trucked or hauled pollutants, Wastewater, or sewage. Requests to make such discharges shall be referred to CSD.
- Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, non-contact cooling water and unpolluted Wastewater, unless specifically authorized.
- Continued Wastewater discharge flows through or from the PALISADE Sewer System's existing lagoon treatment facility.

9.3 Rules and Regulations. PALISADE shall adopt rules and regulations incorporating all applicable provisions of the CSD Rules and Regulations, including permissible waste flows, and EQU and related definitions and requiring compliance with all local, state and federal rules, regulations, orders and laws. PALISADE shall enforce such rules and regulations against violators. PALISADE is responsible for ensuring the excessive discharge from infiltration and inflow or other sources, and excessive organic loading from Users on the PALISADE Sewer System and Palisade Discharge Line do not exceed acceptable standards as determined by CSD.

9.4 Excessive Organic Loads. CSD will monitor PALISADE Wastewater discharged into the CSD Wastewater Collection System. Included in the base Sewer Service Charge is the cost of treatment for organic loads based on normal EQU discharges. If Wastewater contains excessive organic loads and other high strength waste, CSD may assess a surcharge as provided for in the CSD Rules and Regulations (for informational purposes only, as of 2020, Biochemical Oxygen Demand discharges in excess of 300 mg/L BOD<sub>5</sub> (30-day average) calculated from twenty four (24) hour composite samples are surcharged at a rate of \$0.8230 per pound and Total Suspended Solids discharges in excess of 265 mg/L TSS (30-day average) calculated from twenty four (24) hour composite samples are surcharged at a rate of \$0.4073 per pound) plus a fifteen percent (15%) management fee in addition to the normal Sewer Service Charge to be paid by PALISADE, and (2) require PALISADE to disconnect offending Users of the PALISADE Sewer System and Palisade Discharge Line. Excessive organic loading will be defined as provided in Exhibit E. Excessive Organic Load surcharging will be reassessed by CSD once two (2) full years of laboratory data for BOD<sub>5</sub> and TSS is available.

9.5 Unauthorized Connections and Fees. PALISADE shall not permit new taps to the PALISADE Sewer System or Palisade Discharge Line nor shall it permit Users to enlarge or otherwise change the equipment, service, or use of an existing tap, without first acquiring the required permit or change in use permit from CSD. Failure to obtain prior approval from CSD for a new tap or a change in use shall be deemed an unauthorized connection. Upon discovery of an unauthorized connection or enlargement or increase in use, the difference between the then current tap fee and tap fees already paid for the tap in question, if any, shall be paid by PALISADE and PALISADE shall also pay an unauthorized connection fee equal to twice the

normal tap fee or the then current amount as provided in the CSD Rules and Regulations. The process for providing notice of violations and assessing and determining penalties for unauthorized taps shall be as established and in accordance with in the CSD Rules and Regulations.

9.6 Notice of Violation. If CSD determines that a User has violated or is violating any provision of this IGA or of the CSD Rules and Regulations, the PALISADE rules and regulation, or regulations of the EPA, CSD will submit a written request to PALISADE to cure the violation. Within forty-eight (48) hours of receiving a request from CSD, PALISADE shall serve a notice of violation (“Notice of Violation”) to such User. The Notice of Violation shall be served to the User at the address to which service is being provided (or to any other address on file with PALISADE) and shall state the nature of the violation and require the User to either correct the violation or submit a plan for the satisfactory correction of such violation within a time frame specified in the Notice of Violation. The Notice of Violation shall also describe possible penalties for failure to correct the violation, including without limitation, termination of sewer service of the User, imposition of a fine against the User, imposition of a lien against the property, and the collection of actual costs of any damages, fines, penalties or costs incurred by CSD or PALISADE. The Notice of Violation shall also state that additional penalties may be imposed on the User by the Colorado Department of Public Health and Environment or the EPA.

9.7 Enforcement. If the User has not corrected a violation or submitted a plan for the satisfactory correction of a violation within a time specified in the Notice of Violation, PALISADE shall take appropriate enforcement actions against the User as determined by CSD and PALISADE. The enforcement action by PALISADE may include, without limitation, disconnection and termination of sewer service of the User, imposition of a fine against the User as determined by the CSD Rules and Regulations, imposition of a lien against the User’s property and collection of actual costs and damages, fines and penalties incurred by CSD or PALISADE and imposing fines or penalties owed to CSD or the EPA. If PALISADE fails to send a Notice of Violation or take an appropriate enforcement action against a User, CSD may take such action and bill to PALISADE any actual expenses and legal fees incurred in pursuing the enforcement action. All enforcement actions taken against a User shall follow procedures established in the CSD Rules and Regulations.

9.8 Emergency Remedies. Where a discharge to the PALISADE Sewer System or Palisade Discharge Line reasonably appears to present an imminent endangerment to operations of the CSD Sewer System or to the health or welfare of persons or property or may present an endangerment to the environment, or threatens to interfere with the operation of CSD, CSD may immediately initiate investigative procedures to identify the source of the discharge and take steps necessary to halt or prevent the discharge. If necessary, CSD may seek injunctive relief against PALISADE and/or the User to prevent the discharge. CSD may bill to PALISADE any actual expenses and legal fees incurred in response to an emergency situation.

9.9 CSD's Suspension of Permit. Any permit to discharge Wastewater may be suspended by CSD without obligation to refund or repay any consideration paid for the issuance of such permits, for any of the following reasons:

- (a) Failure by PALISADE to pay proper charges when due;
- (b) Discharge by A User of prohibited wastes;
- (c) Failure of A User to comply with the Rules and Regulation of CSD or PALISADE or any law, rule, regulation or order of the EPA; or
- (d) Maintaining unauthorized connections within the piping system of any premises.

Charges for chemical analysis, disconnect and reconnect will be assessed against the property owner, User, or PALISADE.

## **X. Remedies**

10.1 Remedies. In addition to the remedy set forth in Section 10.2, but subject to the provisions of the Colorado Governmental Immunities Act, in the event of breach either Party may seek monetary damages or an order for specific performance, declaratory or injunctive relief.

10.2 Termination. CSD may terminate this IGA if an Event of Default is committed which is not timely cured. The following shall constitute Events of Default:

- (a) Failure by PALISADE to pay costs, fees or charges due under this IGA or to dispute payment in accordance with Section 7.2;
- (b) Failure by PALISADE to meet any material timeframe required by this Agreement;
- (c) Failure by PALISADE to issue a Notice of Violation or enforce any violation by a User of the Rules and Regulations of PALISADE, CSD or applicable law or regulation including regulations of the EPA, in accordance with Sections 9.4, 9.5, and 9.6 of this IGA; and,
- (d) Failure by PALISADE to comply with requirements of the Pretreatment Intergovernmental Agreement, attached as Exhibit E.

10.3 Force Majeure. If a Party is unable to perform its obligations hereunder, other than the payment of money, due to a Force Majeure Event, then the Party shall not be in default and the time within which a Party is required to perform shall be extended for a period of time equivalent to the delay caused by the Force Majeure Event. A Force Majeure Event is defined as any one or more of the following events that alone or in combination prevents the performance by the Parties of obligations under this IGA and that is beyond the reasonable control of such Parties: war; rebellion; riots; acts of terrorism; civil unrest; criminal acts;

lockouts; labor interruptions; utility interruption; acts of nature; weather; unavailability of labor or materials; damage to work in progress by fire or other casualty.

10.4 Waiver. A failure by a Party to insist upon the strict performance of this IGA, or to exercise any right or remedy upon a breach of this IGA, shall not constitute a waiver of any such right, remedy, covenant, duty or condition. A Party, by giving written notice to the other Party, may but shall not be required to waive any of its rights to any conditions hereunder. No waiver shall affect or alter the remainder of this IGA, and each and every covenant, duty, term and condition of this IGA shall continue in full force and effect with respect to any other then existing or subsequent breach.

## **XI. Insurance and Indemnification**

11.1 PALISADE General Indemnification. To the extent permitted by law PALISADE shall defend, indemnify and hold CSD and its directors, officers, employees, contractors and consultants, harmless from all claims or suits for damages to property and injuries to persons, including death, which may be caused by or related to the design, construction, maintenance, repair, replacement, ownership, use or inspection of the PALISADE Sewer System and Palisade Discharge Line, or which may be caused by or related to Wastewater produced by the Users or which is located in or has flowed through the PALISADE Sewer System and Palisade Discharge Line, whether such damage shall accrue or be discovered before or after termination of this IGA. The indemnity includes costs of investigation and litigation, including reasonable attorneys' fees, incurred by CSD in defending such claims. The obligation of PALISADE to indemnify and hold CSD harmless shall be limited to claims based upon the actions of PALISADE and its directors, officers, employees, contractors and consultants and not those based exclusively upon the actions of CSD and its directors, officers, employees, contractors and consultants.

11.2 General Hold Harmless Provision for Fines and Penalties. To the extent permitted by law PALISADE shall defend, indemnify and hold CSD and its directors, officers, employees, contractors and consultants, harmless from all fines, penalties or damages imposed by any court or governing body due to an actual or alleged violation of the law which results in whole or in part from the Wastewater flow received from PALISADE or from the PALISADE Sewer System and Palisade Discharge Line. PALISADE shall bear all costs of investigation and litigation, including reasonable attorneys' fees, incurred by CSD in defending such claims. The obligation of PALISADE to indemnify and hold CSD harmless shall be limited to actual or purported violations based upon the actions of PALISADE and its directors, officers, employees, contractors and consultants and not those based exclusively upon the actions of CSD and its directors, officers, employees, contractors and consultants.

## XII. Miscellaneous

12.1 Legislative Independence. This agreement shall not impair the Constitutional or statutory authority of the elected officials of each party to exercise independent judgement with respect to any matter which may come before the CSD Board or PALISADE Board.

12.2 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a Party to this IGA.

12.3 Assignment. Neither Party shall have the right or power to assign this IGA or parts thereof, or its respective duties, without the express written consent of the other.

12.4 Notices. Any notices or other communications required or permitted by this IGA or by law to be served on, given to or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal service, by certified United States mail, return receipt requested, addressed as follows:

To CSD: Clifton Sanitation District  
Attn: Manager  
3217 D Road  
Clifton, Colorado 81520

To PALISADE:                Town of Palisade  
Attn: Town Administrator  
PO Box 128  
Palisade, Colorado 81631

Notices will be deemed effective at the time of personal hand delivery or three (3) days after mailing. Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

**12.5 Controlling Law; Jurisdiction.** This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. The jurisdiction and venue of any action pertaining to the interpretation or enforcement of this IGA shall be in the District Court of Mesa County, Colorado.

12.6 Entire Agreement; Amendment. This IGA constitutes the Parties complete and entire understanding and agreement with respect to the subject matter hereof. Any prior agreements, promises, negotiations or representations related to the subject matter of this IGA shall not be binding upon PALISADE or CSD. This IGA may only be modified by a writing executed by both Parties.



12.7 Binding Agreement. This IGA shall inure to and be binding on the heirs, executors, administrators, successors and permitted assigns of the Parties hereto.

12.8 Incorporation. All Exhibits to this IGA are hereby incorporated into this IGA as if fully set forth herein.

12.9 Captions and Headings. The captions and Section headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

12.10 No Waiver of Governmental Immunity. Nothing contained in this IGA shall be construed as a waiver, in whole or in part, of the protection afforded CSD or PALISADE under the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this IGA on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this IGA.

CLIFTON SANITATION DISTRICT

TOWN OF PALISADE, COLORADO

By:

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By:

---

Name:

---

Name:

---

Title:

---

Title:

---

Date:

---

Date:

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Secretary

Clerk

**Exhibits:**

Exhibit A – Map of Clifton and Palisade Service Areas

Exhibit B - Transfer System Improvement Detail Map (showing location of Lift Station through point of connection with current CSD line)

Exhibit C - Palisade Sewer System as of the Effective Date

Exhibit D - Monitoring Station - monitoring and testing features and capabilities and expected monitoring to be performed.

Exhibit E - Excessive organic loading.

## Exhibit D - Monitoring Station

Monitoring Frequencies and Sample Types				Monitoring Equipment		
Parameter (units)	First 24 Months	After 24 Months	Sample Type	Equipment Type	Model (or approved equal)	Notes
Flow (mgd)		Continuous	Recorder	Electromagnetic Flow Meter	Endress Hauser ProMag W	Integrated with CSD SCADA
Wetwell Level (ft)		Continuous	Recorder	Refrigerated Composite Sampler	Teledyne ISCO 5800	Flow monitor integration
Hydrogen Sulfide (mg/L)		Continuous	Recorder	Hydrogen Sulfide Monitor	Detection Instruments 4G Acrulog IPX	Cellular integration from force main discharge
Temperature (°C/°F)		Continuous	Recorder	Wetwell Level Sensor	Endress Hauser MicroPilot	Integrated with CSD SCADA
pH (su)	5 days/week	Weekly	Grab	pH/Temperature Sensor	YSI IQ SensorNet 2020 with SensoLyt 700	Integrated with CSD SCADA
BOD <sub>5</sub> (mg/L)	Weekly	Monthly	24-hr Composite			
TSS (mg/L)	Weekly	Monthly	24-hr Composite			
TDS (mg/L)	Weekly	Monthly	24-hr Composite			
Ammonia (mg/L)	Weekly	Monthly	24-hr Composite			
Total Phosphorus (mg/L)	Weekly	Monthly	24-hr Composite			
BOD <sub>5</sub> (lbs/day)		Monthly	Calculated			
Hydraulic Capacity (%)		Monthly	Calculated			
Organic Capacity (%)		Monthly	Calculated			
Oil and Grease (mg/L)		Contingent	Grab			
Total Arsenic (ug/L)		Annual	24-hr Composite			
Total Cadmium (ug/L)		Annual	24-hr Composite			
Total Chromium (ug/L)		Annual	24-hr Composite			
Total Copper (ug/L)		Annual	24-hr Composite			
Total Lead (ug/L)		Annual	24-hr Composite			
Total Mercury (ug/L)		Annual	24-hr Composite			
Total Molybdenum (ug/L)		Annual	24-hr Composite			
Total Nickel (ug/L)		Annual	24-hr Composite			
Total Selenium (ug/L)		Annual	24-hr Composite			
Total Silver (ug/L)		Annual	24-hr Composite			
Total Zinc (ug/L)		Annual	24-hr Composite			
Total Cyanide (ug/L)		Annual	24-hr Composite			
Total Phenols (ug/L)		Annual	24-hr Composite			

**Note:** Sampling and monitoring requirements may not be all inclusive and are subject to change.

## Exhibit E - Excessive Organic Loading

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0 to 300 mg/L BOD <sub>5</sub>	No surcharge	>300 mg/L BOD <sub>5</sub>	\$0.8230 per pound
0 to 265 mg/L TSS	No surcharge	>265 mg/L TSS	\$0.4073 per pound
Administrative Fee			15%

**Example:** 30-day average: 330 mg/L BOD<sub>5</sub>, 280 mg/L TSS, 0.20 MGD

**BOD<sub>5</sub> Cost** 330 mg/L - 300 mg/L = 30 mg/L  
 30 mg/L x 8.34 x 0.2 MGD x 30 Days = 1,501.2 lbs BOD<sub>5</sub>  
 1501.2 lbs BOD<sub>5</sub> x \$0.8230 = \$1,235.49

**TSS Cost** 280 mg/L - 265 mg/L = 15 mg/L  
 15 mg/L x 8.34 x 0.20 MGD x 30 Days = 750.6 lbs TSS  
 750.6 lbs TSS x \$0.4073 = \$305.72

BOD <sub>5</sub> Cost	\$1,235.49
TSS Cost	\$305.72
15% Fee	\$231.18
<b>Total</b>	<b>\$1,772.39</b>



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** April 27, 2021  
**Presented By:** Keli Frasier, Town Clerk  
**Department:** Clerk  
**Re:** Resolution 2021-03 Update Fee Schedule

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**SUBJECT:** Resolution 2021-03 Update to the Town of Palisade Fee Schedule

**SUMMARY:** Fees charged by Town offices must be approved by the Board of Trustees by Resolution. The last fee schedule update was approved in 2019.

Attached is a fee schedule that has been reformatted for easier use and readability from previous versions.

**Changes:**

Admin.

- Admin no longer provides background checks. Requirements of Peddler Permits included a background check, and Ordinance 2021-01 removed Peddler Permits from the Municipal Code.

Court

- Prosecution Surcharges penalize defendants if they plead not guilty and go to trial. It was recommended by our Prosecuting Attorney Angela Roff to remove them from our fees.
- Colorado Revised Statutes 72-702.5(2)(a) requires Municipal Courts to charge a fee for sealing criminal justice records.

Garbage Fees

- Changers reflect the Waste Management Agreement approved within the 2021 Budget.

Licenses

- The transfer of location fee for Retail Marijuana businesses is being added due to the fee existing for medical facilities, but not retail and the same amount of work by staff is needed for both.
- All changes to the liquor license fees are per the State of Colorado Liquor Licensing Fee Schedule that dictates local fees as well as State fees.

Police Department

- Over the years, the Police department has stopped offering certain services, or they are no longer applicable. Also, we are only allowed to charge certain amounts for releases of reports/media per the Colorado Open Records Act.

**BOARD DIRECTION:** Approve Resolution 2021-03 an Update to the Town of Palisade Fee Schedule.

# TOWN OF PALISADE, COLORADO FEE SCHEDULE - Updated April 2021

Administrative			New Fee:	
Copies	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		
Fax	Per page	\$1.00		
Open Recrds Request	Copies (per page)	\$0.25		
	Research Time	\$30.00		<i>per hour, billed in 15 minute increments</i>
Watershed Key Deposit		\$25.00		
Returned Check Fee		\$25.00		
Background Check Fee		\$15.00	REMOVE	
Court				
Court Costs/Docket Fee		\$50.00		
Prosecution Surcharge		\$150.00	REMOVE	<i>If case goes to trial and is found guilty</i>
Stay of execution		Determined in Court by Municipal Judge		
Administrative Fee		\$25.00		<i>Providing proof of insurance resulting in dismissal</i>
Default Judgment		Determined in Court by Municipal Judge		
Outstanding Judgment Warrant (OJW)		\$50.00		<i>DMV - Civil Action</i>
Probation Fee		\$50.00		
Additional Expenses	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	ADD	
Jury Fee		\$25.00		
Juror Fee	Engaged	\$6.00		
	Panel	\$3.00		
Witness Fee		\$2.00		
	Mileage	\$0.50		<i>per mile</i>
	Professional Compensation	TBD		
Certified Letter		\$6.00		

## TOWN OF PALISADE, COLORADO FEE SCHEDULE - FACILITIES

Community Center			
Hourly Rate (2 Hour minimum) One Level Only	Deposit	\$250.00	
	First 2 hours	\$150.00	
	Additional hours (each)	\$25.00	
Hourly Rate (2 Hour minimum) Whole Building	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>			
Recreational Program Rental One Level Only	Hourly	\$10.00	<i>per hour</i>
	Monthly	\$80.00	<i>per month</i>
	Annual	\$800.00	<i>per year</i>
Club Room	Deposit	\$50.00	
	First 2 hours	\$20.00	<i>2 Hour minimum rental</i>
	Additional hours (each)	\$10.00	
Table Set Up Fee	Up to 50 People	\$50.00	
	Over 50 People	\$100.00	
Cleaning Fee	As necessary	\$50.00	<i>per hour</i>
Gymnasium			
Team Practice (WHOLE GYM ONLY)	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>			
Team Event (ALL DAY/WHOLE GYM ONLY)	Deposit	\$250.00	
	Key Deposit	\$25.00	
	Event Fee	\$300.00	
Non-Sporting Event (ALL DAY/WHOLE GYM ONLY)	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)

Swimming Pool			
Daily User Fee	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	
Family Pass	First Person	\$80.00	
	Second Person	\$55.00	
	Three or more people	\$185.00	
<i>All members must live within the same household</i>			
Season Pass	Youth (3-17 years old)	\$70.00	
	Adult (18+)	\$80.00	
	Senior (55+)	\$65.00	
Punch Cards	All Ages (20 Visits)	\$55.00	
	Water Aerobics (10 Visits)	\$25.00	
Specialty Rates	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>
Special Events/ Parties	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	
Swimming Lessons	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	10 Sets permitted on one space
<b>Infant Burial in FAIRYLAND</b>			
(4 Feet or less)	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	Weekends, holidays or after 5:00pm in weekdays
	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	
<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>Camping at Either End of the Park</i>	RV Camping (Base Fee)	\$600.00	
	Tent Camping (Base Fee)	\$500.00	
<b><i>Camping only allowed with all day rental of Riverbend Park</i></b>			
<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			New Fee:	
<i>All fees shown are billed monthly unless otherwise indicated</i>				
<b>Residential Service</b>	Single Unit	\$40.10		Up to 8,000 gallons
	Multi Unit Properties	\$40.10		1st Unit (< 8,000 gal)
		\$28.07		Each additional unit (< 8,000 gal)
<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15		per 1,000 gallons
	Next 6,000 gallons over	\$5.50		per 1,000 gallons
	Over 20,000 gallons	\$6.10		per 1,000 gallons
<b>Mobile Home Park Service</b>	Each Unit	\$40.10		Up to 8,000 gallons
<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15		per 1,000 gallons
	Next 6,000 gallons over	\$5.50		per 1,000 gallons
	Over 20,000 gallons	\$6.10		per 1,000 gallons
<b>Business/Industrial Service</b>	3/4" Meter	\$40.10		per 8,000 gallons
	1" Meter	\$40.10		per 8,000 gallons
	1 1/2" Meter	\$60.62		per 8,000 gallons
	2" Meter	\$90.48		per 8,000 gallons
	3" Meter	\$174.42		per 8,000 gallons
	4" Meter	\$291.95		per 8,000 gallons
<i>In excess of minimum volume (8,000 gal)</i>	6,000 gallons over	\$5.15		per 1,000 gallons
	Next 6,000 gallons over	\$5.50		per 1,000 gallons
	20,000 to 128,000 gallons	\$6.10		per 1,000 gallons
	Over 128,000 gallons	\$13.60		per 1,000 gallons
<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	\$700.00		
	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			New Fee:	
<i>All fees shown are billed monthly unless otherwise indicated</i>				
<b>Residential Service</b>	Single Unit	\$35.37		
	Multi Unit Properties	\$35.37		1st Unit
		\$24.76		Each additional unit
<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		each unit
	Mobile Home Park	\$46.24		each unit

## 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>New Fee:</b>	
<b>Residential</b>	68 Gallon Container	\$9.85	<b>REMOVE</b>	
	95 Gallon Container	\$11.85	<b>REMOVE</b>	
	136 Gallon Container	\$14.35	<b>REMOVE</b>	<i>two 68 gallon containers</i>
	163 Gallon Container	\$17.50	<b>REMOVE</b>	<i>one 95 gallon and one 68 gallon container</i>
	190 Gallon Container	\$18.85	<b>REMOVE</b>	<i>two 95 gallon containers</i>
	2 Yard Dumpster	\$50.21	<b>REMOVE</b>	<i>Weekly pick-up</i>
	3 Yard Dumpster	\$73.18	<b>REMOVE</b>	<i>Weekly pick-up</i>
	4 Yard Dumpster	\$98.42	<b>REMOVE</b>	<i>Weekly pick-up</i>
	6 Yard Dumpster	\$120.12	<b>REMOVE</b>	<i>Weekly pick-up</i>
	32 Gallon Container (1)	\$18.34	<b>ADD</b>	
	64 Gallon Container (1)	\$19.24	<b>ADD</b>	
	96 Gallon Container (1)	\$19.97	<b>ADD</b>	
	32 Gallon Containers (2)	\$21.84	<b>ADD</b>	
	64 Gallon Container (2)	\$25.81	<b>ADD</b>	
	96 + 64 Gallon Containers	\$26.54	<b>ADD</b>	
	96 Gallon Container (2)	\$30.45	<b>ADD</b>	
	97 Gallon Container (3)	\$40.92	<b>ADD</b>	
	98 Gallon Container (4)	\$51.40	<b>ADD</b>	
<b>Dumpster</b>	2 Yard Dumpster	\$58.01	<b>ADD</b>	
	3 Yard Dumpster	\$80.83	<b>ADD</b>	
	4 Yard Dumpster	\$103.66	<b>ADD</b>	
	6 Yard Dumpster	\$149.31	<b>ADD</b>	
<b>Recycle</b>		\$0.50	<b>REMOVE</b>	
<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			New Fee:	
<b>General Licenses</b>	Business License (annual)	\$50.00		<i>New AND Renewals</i>
	Business License (one-day)	\$10.00		
	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		
	<b>Transfer of Location</b>	<b>\$1,000.00</b>	<b>ADD</b>	
<b>Liquor Licenses</b>	<b>New License</b>	<b>\$625.00</b>		
	<i>&gt; With concurrent review</i>	\$625.00		
	Transfer of Ownership	\$625.00	<b>\$750.00</b>	
	<i>&gt; With concurrent review</i>	\$625.00	<b>\$750.00</b>	
	<b>Annual Renewal</b>	<b>\$75.00</b>		
	<b>Retail License Fees:</b>	<b>All below fees are in ADDITION to New License or Renewal Application Fee</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		
	Retail Liquor Store	\$22.50		
	Tavern License	\$75.00		
	<b>Distillery Pub</b>	<b>\$75.00</b>	<b>ADD</b>	
	<b>Lodging &amp; Entertainment</b>	<b>\$75.00</b>	<b>ADD</b>	
	<b>Vintner's Restaurant</b>	<b>\$75.00</b>	<b>ADD</b>	



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

<i>3.2% Beer License</i>	Retail Beer ON Premises	\$3.75		
	Retail Beer OFF Premises	\$3.75		
	Retail Beer On/Off Premises	\$3.75	<b>\$100.00</b>	
<i>No OAP Contribution</i>	Special Event Permit (Liquor)	\$50.00	<b>\$100.00</b>	
	Special Event Permit (3.2%)	\$50.00		
	Temporary Permit	\$100.00		
<i>Related Fees &amp; Permits</i>	Addition of Related Facilities	\$100.00		
	Bed & Breakfast Permit	\$25.00	<b>\$3.75</b>	
	Change of Location	\$625.00	<b>\$750.00</b>	
<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	\$325.00	<b>\$48.75</b>	<b>w/ HR License</b>
	<b>Art Gallery Permit</b>	<b>\$3.75</b>	<b>ADD</b>	
	<b>Annual Art Gallery Permit</b>	<b>\$100.00</b>	<b>ADD</b>	

## 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	
			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.
Planning Clearance	Basic	\$10.00	
	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		
*Ordinary repairs - re-roof, residing, interior remodel, window replacement, electrical service upgrades, plumbing upgradesand similar actions that do not change the scale, use or character of a structure or land use.			

# Transportation Impact Fee Schedule

## February 12, 2019

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	831	1,000 Sq.Ft.	\$5,150
Restaurant, Fast Food	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			New Fee:	
Municipal Traffic Fines	Listed by Municipal Code			
Municipal Criminal Fines	Listed by Municipal Code			
Vehicle Inspection (VIN)	Regular	\$10.00		
	Salvage (Must be certified, \$20.00 to the State)	\$30.00	REMOVE	
	Trailer (Must be certified, \$20.00 to the State)	\$30.00	REMOVE	
Fingerprints	For Applicant	\$20.00	REMOVE	per card. Non-Criminal
	For Town Clerk	No Charge	REMOVE	for licensing requirements
	Court Ordered	No Charge	REMOVE	
	For Professional Licensing	\$20.00	REMOVE	per card
	Reprints	No Charge	REMOVE	
	Background Checks	\$20.00	REMOVE	per card
Breath Test		\$20.00	REMOVE	
Accident Report	Research Charge	\$30.00	REMOVE	per hour, after first hour
	Report	\$0.25	REMOVE	per page
Incident for Service Log	Research Charge	\$30.00	REMOVE	per hour, after first hour
	Report	\$0.25	REMOVE	per page
Incident History for an Address	Research Charge	\$30.00	REMOVE	per hour, after first hour
Police Report	Research Charge	\$30.00	REMOVE	per hour, after first hour
	Report	\$0.25	REMOVE	per page
Misc. Report Not Listed	Research Charge	\$30.00	REMOVE	per hour, after first hour
	Report	\$0.25	REMOVE	per page
Sex Offender Report		\$30.00	REMOVE	per hour, after first hour
Record Request of Any Kind	Report		\$0.25	per page
	All data manipulation after the first hour of inspection		\$30.00	per hour
	Digital Media		\$7.00	per CD or DVD
Booking Photograph		\$30.00	REMOVE	per hour, after first hour
Data Manipulation Fee		\$30.00	REMOVE	per hour
Sex Offender Registration	Initial Registration	\$20.00		
	Information Update	No Charge		
	De-Registration	No Charge		
Fire Department/EMS Department				
Burn Permit	Per Season	\$5.00		
	Annual	\$10.00		
False Alarms	First over allowable number	\$75.00		(3 unexplained false alarms allowed per the UFC)
	Second over allowable number	\$150.00		
	Third over allowed number	\$250.00		
	Fourth and subsequent over allowable number	\$300.00		each
Transport Hospice Patients	Pre-Scheduled	\$75.00		
	Non-Scheduled	\$125.00		

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

<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)	\$1,059.00		
	Basic Life Support (BLS)	\$777.00		
	ALS Critical Care Transport	\$1,155.00		
	BLS Critical Care Transport	\$882.00		
	Critical Care/Specialty Care	\$3,520.00		
	Mileage	\$16.00		<i>per mile</i>
<i>All incidents will be charged for replacement of materials used at replacement cost.</i>				

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2021-03**

**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 April 27, 2021.

**RESOLVED, APPROVED, AND ADOPTED** this Tuesday, April 27, 2021.

TOWN OF PALISADE

(seal)

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

ATTEST:

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



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

**Meeting Date:** April 27, 2021

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

**Re:** Stolfus Engineer Contract for High School Sidewalks

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**SUBJECT:** In 2020 the Town applied for a Federal Grant for \$1 million dollars to design and construct sidewalks on the south side of the highway 6 frontage road. (Note: this was a very competitive grant process within all Region 3). The sidewalks begin at Iowa and end at the Palisade High School. The town was awarded the grant. Per procurement police, the town advertised RFQ – Request for Qualifications for the Engineering Design of the project. After review by the selection committee, Stolfus Engineering was selected.

Staff has worked with Stolfus to negotiate project scope and the attached contract. The Engineering Design will begin with the signing of the contract. The project will be in CDOT right-of-way. It will take over 7 months for the design/engineering and CDOT approval process.

Construction of sidewalks scheduled to begin March 2022.

**BOARD DIRECTION:**

Direct Town Manager to enter into contract with Stolfus and Associates for the Design & Engineering of the TAP Grant sidewalk project.



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

**Meeting Date:** April 27, 2021

**Presented By:** Nichole Maxwell, Trustee Representative to Chambers of Commerce  
Janet Hawkinson, Town Manager

**Re:** Palisade Chamber of Commerce Memorandum of Understanding (MOU)

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**SUBJECT:** Memorandum of Understanding with the Palisade Chamber of Commerce.

**SUMMARY:** Attached for the Board of Trustee's consideration is an MOU with the Palisade Chamber of Commerce.

**BOARD DIRECTION:**

Enter into an MOU with the Palisade Chamber of Commerce.



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TOWN OF PALISADE**  
**& THE PALISADE CHAMBER OF COMMERCE**

**THIS MEMORANDUM OF UNDERSTANDING**, dated April 13, 2021 and made by and between the Town of Palisade, P.O. Box 128, Palisade, CO 81526, hereinafter referred to as the Town and the Palisade Chamber of Commerce, P.O. Box 729, Palisade, CO, hereinafter referred to as the Chamber,

**WHEREAS** the Town of Palisade recognizes the importance of local commerce and a healthy business climate to maintaining and enhancing the quality of life in Palisade; and

**WHEREAS** the Chamber recognizes the importance of local commerce and a healthy business climate to maintain and enhance the quality of life in Palisade; and

**WHEREAS** close cooperation and coordination between the Town, Tourism Advisory Board and the Chamber will avoid duplication and allow for the most efficient utilization of resources; and

**WHEREAS** the Town of Palisade desires to work cohesively and enter into agreement with the Palisade Chamber of Commerce for membership/sponsorship services and the conduct of certain business development activities; and

**WHEREAS** the Town supports the Chamber of Commerce to provide certain benefits and services to the Town of Palisade and its businesses, including planning and operating the following events annually: Peach Fest, Brews & Cruise, July 4<sup>th</sup> Parade and Olde Fashioned Christmas; and

**WHEREAS** the Town sees benefit to the taxpayers and businesses of Palisade by supporting the efforts of the Chamber,

**NOW, THEREFORE**, the parties agree as follows through the following services and actions for 2021:

1. The Town supports the Chamber by becoming an Executive Level Member at \$1,500. The Chamber extends to the Town of Palisade all the benefits afforded the Executive Level membership.

2. Events by the Chamber will be advertised as *event name* by the Palisade Chamber of Commerce. For example: *Palisade Peach Festival - powered by the Palisade Chamber of Commerce*.
3. The Chamber can utilize Town parks and Veterans Community Center, upon reservation, at no cost, as in-kind, for business after hours and Chamber events.
4. The Town to provide an in-kind space at Palisade Sunday Market & Harvest Market to the Chamber.
5. The Chamber can participate as a member on TAB – Tourism Advisory Board, for the close cooperation and coordination with marketing to avoid duplication.
6. The Chamber to conduct the annual PCOC Olde Fashioned Christmas in downtown Palisade. The Town will support this event by hanging lights throughout Town and provide the Chamber in-kind use of Veterans Memorial Center.
7. The Town supports the Chamber to coordinate and execute PCOC Brews & Cruise. The Town to provide in-kind support with park rental.
8. The Town supports the Chamber to organize and host Annual July 4<sup>th</sup> parade and games in one of the local parks. The Town agrees to provide in-kind use of park for above activities. The Town agrees to host the community picnic in the Veterans Memorial Park with food by Town contribution. In addition to the above listed in-kind, The Town Palisade agrees to pay \$1,000 to Chamber to develop, sponsor, manage the parade and park games.
9. The Town to provide ice cream, band and stage at the Palisade Chamber Peach Fest Ice Cream Social.

The Town and Chamber hereby understand and acknowledge that this agreement is subject to the availability of anticipated future funding and other resources. Should said resources not be available, either party has the right to amend or terminate this MOU within sixty (60) days written notice.

Therefore, both parties agree this MOU is to be VOID as of December 30, 2021 and should be amended for calendar year 2022.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Memorandum of Understanding as of the date first written above.

TOWN OF PALISADE, COLORADO

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

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

PALISADE CHAMBER OF COMMERCE

By \_\_\_\_\_  
PCOC Executive Board-President

By \_\_\_\_\_  
PCOC Executive Board-Secretary