



**AGENDA**  
**for the Board of Trustees**  
**of the Town of Palisade, Colorado**  
**341 W 7<sup>th</sup> Street (Board Chambers)**  
**October 27, 2020**  
**6:00 pm Regular (Virtual) Meeting**

- I. REGULAR MEETING CALLED TO ORDER AT 6:00 pm.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. AGENDA ADOPTION**
- V. ANNOUNCEMENTS**

- A. Zoom Meeting Etiquette:** *In order to comply with Colorado Open Meeting Laws, the “chat” ability has been disabled for all participants on the Zoom platform we are using to conduct this meeting. Additionally, the video and audio have been disabled for all participants except for staff and Board members. If you wish to speak to the Board of Trustees during Public Comment or on a single Agenda Item, please log-in or call into the meeting early and advise the meeting Host of which topic you wish to speak on. Staff and Board members, please mute your microphone at all times unless you are speaking.*
- B. Trick-or-Treat Street is Friday, October 30, 2020, from 3:00 pm – 6:00 pm in downtown Palisade**
- C. There will be a disc golf tournament in Riverbend Park on Saturday, October 31, 2020**
- D. Don’t forget to turn in your ballot by Tuesday, November 3, 2020 – Mesa County has placed a new ballot dropbox at Veterans Memorial Community Center 120 W 8<sup>th</sup> Street**

**VI. TOWN MANAGER REPORT**

**VII. CONSENT AGENDA**

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

- A. Expenditures**  
Approval of Bills from Various Town Funds – October 9, 2020 – October 23, 2020
- B. Minutes**  
Minutes from October 13, 2020, Regular Board Meetings
- C. Parklet Contract**  
*This budget expense was approved at a previous meeting. This item is to approve the contract to build the parklets.*
- D. Supplemental Appropriation to the 2020 Budget to Purchase Mobile COVID-19 Testing Tents**  
*This item is to approve the purchase of COVID-19 Testing Tents that were discussed and budgeted on October 19, 2020.*

**E. Supplemental Appropriation to the 2020 Budget to Purchase Water Bottle Fillers**

*This item is to approve the purchase of water bottle fillers that were discussed and budgeted on October 19, 2020. The final quote will be provided before Tuesday, October 27, 2020.*

**VIII. PUBLIC COMMENT**

**IX. NEW BUSINESS**

**A. 2021 Budget Requests**

1. Palisade Chamber of Commerce
  - a. Presentation
  - b. Board Discussion
  - c. Decision - *Motion, Second and Rollcall Vote*
2. Palisade Historical Society
  - a. Presentation
  - b. Board Discussion
  - c. Decision - *Motion, Second and Rollcall Vote*
3. Lion's Club Electric Sign
  - a. Presentation
  - b. Board Discussion
  - c. Decision - *Motion, Second and Rollcall Vote*

**B. Resolution 2020-23 Approving A Grant Application To The U.S. Environmental Protection Agency For Asbestos Remediation For The Demolition Of The Old Palisade High School And Construct A Clinic At The Location**

*This item aims to approve or reject a Resolution to move forward with an EPA grant for asbestos remediation at the old high school located at 341 W 7th Street and demolish the buildings on the said property (except for the gymnasium), and develop a clinic in conjunction with Community Hospital.*

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

**C. Ordinance 2020-14 Amending the Municipal Code Reestablishing the Minimum Distance Requirements Between Licensed Liquor Establishments and Schools.**

*This item is for the Board to consider reestablishing the 500ft minimum distance requirement between licensed liquor establishments and schools.*

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

**D. Bower Sewer and Water Project**

*This item is for the Board to give the Town Manager permission to sign a contract with Skyline Contracting, Inc, for the Bower sewer and water line project.*

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

**E. Ordinance 2020-13 Adopting Procurement Policy and Procedures**

*This item is for the Board to consider repealing Chapter 4, Article V of the Municipal Code and adopt a procurement policy and procedures. It will also require the Board to assign a minimum value to define "surplus property."*

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

**X. OPEN DISCUSSION**

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

**XI. COMMITTEE REPORTS**

**XII. ADJOURNMENT**



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

*Due to the rise in COVID-19 (coronavirus) cases in Mesa County, the Town of Palisade has decided to return to virtual public attendance at meetings.*

**Time: \*call-in/log-in starts at 5:30 pm**

**Meeting: starts at 6:00 pm**

To Join Zoom Meeting:

**BY COMPUTER/SMARTPHONE:** Click on <https://zoom.us/j/96553839477> 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 5:15 pm and 5:29 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 965 5383 9477**, and the User ID is the pound (#) sign.

**BY ELECTRONIC MAIL:** Members of the public may also provide public comment 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 4:00 pm on the day of the meeting. The **Town Clerk will read the email into the record during public comment or public comment for the agenda item.**

Thank you for your participation in maintaining community health by following the social distancing regulations.



**List of Calendar Year Projects:**

<b><u>Capital Improvement Projects</u></b>	
EPA Brownfields Grant – Asbestos Remediation	Staff working with contractors writing grant to submit Wednesday 10.28.2020 for asbestos remediation at the old highs school – grant request is +/- \$500,000 with 20% match
Master Sewer Plan Study Completed	Completing portal application with USDA for possible funding on sewer design and construction  Staff working on IGA with Clifton Sewer to present to the Board for approval
Palisade – Clifton Fire Department	Staff & Trustee representatives working on IGA to present to Clifton Fire Board on sharing resources and administrative staff for 2021
DOLA Tier 1 – Fire Department Tender Truck Submittal	Per Board Direction, Staff submitted grant for a 50% grant request to purchase a Fire Tender at total cost of \$300,000
MPPO GRANT AWARD: \$912,000 Highway 6 between Main street and Iowa COVID 19 – CARES Act Funding	Kick-off meeting with Town & CDOT to begin the design of this project.  JUB Engineering Firm was selected to perform design/engineering for this project.  TOP has been awarded the total grant with the match relief: \$912,000.00 for work on highway 6 – completed IGA and RFQ with CDOT – Town received 3 RFQ's for design and engineering work

<p>TAP Grant Awarded: \$1 million dollars –</p> <p>Build sidewalks from Lincoln St to High School.</p>	<p>Committee selected Stolfus Engineering as Design Firm for the project.</p> <p>TOP awarded \$1 million dollar grant for sidewalks from Lincoln to the high school on the south side of Highway 6</p> <p>Have hired and completed the ICE – Independent Contractor Estimate for design work required by grant</p> <p>Completing IGA with CDOT.</p>
<p>CARES Act Funding</p>	<p>Staff is listing expenses to town due to Covid19 - will be submitting for reimbursement – Parklet project is beginning construction</p>
<p>Main Street Grant – TOP awarded \$50,000 and Cares Act Funding for Parklets on Main Street</p>	<p>Town awarded grant for parklet construction – project has begun. Genesis Architect firm is designing the parklets with staff and businesses. Western Precision awarded manufacturing contract.</p>



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## EXPENDITURES - APPROVAL BY DEPT

Council Meeting Date – October 27, 2020

Date Range of Payables – 10/09/20 – 10/23/20

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 10/09/2020-10/23/2020

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR1003200	AFLAC After-Tax Pay Period: 10/	10/13/2020	55.80	.00		
AFLAC INSURANCE	PR1003200	AFLAC Pre-tax Pay Period: 10/3/	10/13/2020	264.78	.00		
COLORADO DEPT OF REVENUE	PR1003200	State Withholding Tax Pay Period	10/13/2020	2,560.00	.00		
FICA/MED/ P/R TAXES	PR1003202	Federal Withholding Tax Pay Peri	10/13/2020	6,960.05	.00		
FICA/MED/ P/R TAXES	PR1003202	Social Security Pay Period: 10/3/	10/13/2020	3,347.83	.00		
FICA/MED/ P/R TAXES	PR1003202	Social Security Pay Period: 10/3/	10/13/2020	3,347.83	.00		
FICA/MED/ P/R TAXES	PR1003202	Medicare Pay Period: 10/3/2020	10/13/2020	1,118.13	.00		
FICA/MED/ P/R TAXES	PR1003202	Medicare Pay Period: 10/3/2020	10/13/2020	1,118.13	.00		
FIRE AND POLICE PENSION	PR1003200	FPPA 457 Pay Period: 10/3/2020	10/13/2020	50.00	.00		
FIRE AND POLICE PENSION	PR1003200	FPPA Fire DD Pay Period: 10/3/2	10/13/2020	130.53	.00		
FIRE AND POLICE PENSION	PR1003200	Police Pension Pay Period: 10/3/	10/13/2020	2,113.37	.00		
FIRE AND POLICE PENSION	PR1003200	Police Pension Pay Period: 10/3/	10/13/2020	1,536.99	.00		
FIRE AND POLICE PENSION	PR1003200	Fire Pension Pay Period: 10/3/20	10/13/2020	512.77	.00		
FIRE AND POLICE PENSION	PR1003200	Fire Pension Pay Period: 10/3/20	10/13/2020	372.93	.00		
FIRE AND POLICE PENSION	PR1003200	FPPA Police DD Pay Period: 10/3	10/13/2020	537.96	.00		
ICMA TRST 401 - 107074	PR1003200	ICMA 401K Pay Period: 10/3/202	10/13/2020	1,890.04	.00		
ICMA TRST 401 - 107074	PR1003200	ICMA 401K Pay Period: 10/3/202	10/13/2020	1,890.04	.00		
ICMA TRST 457 - 304721	PR1003200	ICMA 457 Pay Period: 10/3/2020	10/13/2020	100.00	.00		
MESA COUNTY VALLEY SCHOO	2020 - 3RD QT	SCHOOL LAND DEDICATION FE	09/25/2020	6,450.00	.00		
FAMILY SUPPORT REGISTRY	PR1003201	FIPS 056888833 Garnishment P	10/13/2020	342.08	342.08	10/14/2020	
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	74.88	.00		
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	77.47	.00		
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	49.95	.00		
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	190.72	.00		
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	67.17	.00		
CIGNA HEALTHCARE	PR1003201	Health and Dental Insurance Cig	10/13/2020	101.69	.00		
ANTHEM BLUE CROSS AND BL	PR1003201	Vision Insurance Vision Employee	10/13/2020	21.14	.00		
ANTHEM BLUE CROSS AND BL	PR1003201	Vision Insurance Vision Employee	10/13/2020	17.74	.00		
ANTHEM BLUE CROSS AND BL	PR1003201	Vision Insurance Vision Employee	10/13/2020	11.48	.00		
ANTHEM BLUE CROSS AND BL	PR1003201	Vision Insurance Vision Employee	10/13/2020	54.66	.00		
Total :				35,366.16	342.08		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CHADWICK, STEINKIRCHNER	59126	AUDIT SERVICES	09/21/2020	6,650.00	.00		
CIRSA	201598	LIABILITY INSURANCE - ADMIN	10/01/2020	17,992.61	.00		
CIRSA	201705	BOND - FRASIER	10/09/2020	100.00	.00		
CIRSA	201791	VEHICLE LIABILITY CHANGE	10/16/2020	259.84	.00		
GRAND JUNCTION MEDIA, INC.	05203427	PUBLIC NOTICES	04/30/2020	15.40	.00		
GRAND JUNCTION MEDIA, INC.	06203427	PUBLIC NOTICES	05/31/2020	111.64	.00		
GRAND JUNCTION MEDIA, INC.	07203427	PUBLIC NOTICES	06/30/2020	25.84	.00		
MESA COUNTY	RT-000515	GRAND VALLEY TRANSIT	10/01/2020	3,550.66	.00		
MESA COUNTY	RT-000524	GRAND VALLEY TRANSIT	10/13/2020	1,775.33	.00		
OFFICE DEPOT	128107514001	OFFICE SUPPLY - ADMIN	10/09/2020	52.99	.00		
OFFICE DEPOT	130400827001	OFFICE SUPPLY - ADMIN	10/13/2020	118.60	.00		
PROVELOCITY LLC	28320	INFORMATION TECHNOLOGY	10/01/2020	5,724.00	.00		
CENTURY LINK	OCT 2020	9016 - ADMIN. FAX	10/01/2020	103.69	.00		
CENTURY LINK	OCT 2020	5602 MAIN LINES ADMIN	10/01/2020	483.18	.00		
CENTURY LINK	OCT 2020	5602 MAIN LINES WATER	10/01/2020	241.59	.00		
ANTHEM BLUE CROSS AND BL	SEP CANCEL	Vision Insurance	10/14/2020	13.40-	13.40-	10/14/2020	
KARP NEU HANLON, PC	26377	GENERAL PROFESSIONAL SER	09/03/2020	180.00	.00		
KARP NEU HANLON, PC	26894	GENERAL PROFESSIONAL SER	10/05/2020	6,862.80	.00		
KARP NEU HANLON, PC	26895	GENERAL PROFESSIONAL SER	10/05/2020	980.00	.00		
SPECTRUM ENTERPRISE	108289601070	IT CHARGES	07/01/2020	241.99	.00		
SPECTRUM ENTERPRISE	108289601080	IT CHARGES	08/01/2020	109.99	.00		
SPECTRUM ENTERPRISE	108289601100	IT CHARGES	10/01/2020	109.99	.00		
SPECTRUM ENTERPRISE	108289601901	IT CHARGES	09/01/2020	109.99	.00		
Total ADMINISTRATION:				45,786.73	13.40-		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
GRAND JUNCTION MEDIA, INC.	06203427	BGF	05/31/2020	360.00	.00		
TROPHY CASE, THE	76696	PAV SCULPTURE SIGNS	10/14/2020	340.00	.00		
SCOTT THOMPSON	20004	CRESTHAVEN ACERS FILING 2	08/27/2020	100.00	.00		
ENOTICE INC	4E284DA7-000	PUBLIC HEARING NOTICE	08/26/2020	18.39	.00		
ENOTICE INC	4E284DA7-000	PUBLIC HEARING NOTICE	08/27/2020	13.55	.00		
ENOTICE INC	4E284DA7-000	PUBLIC HEARING NOTICE	09/01/2020	12.58	.00		
ENOTICE INC	4E284DA7-000	PUBLIC HEARING NOTICE	09/01/2020	13.07	.00		
ENOTICE INC	4E284DA7-001	PUBLIC HEARING NOTICE	09/01/2020	6.29	.00		
MAUER, MARC ERIC	100920	PARKLET ENGINEERING	10/09/2020	8,710.00	.00		
CHAMBERLIN ARCHITECTS, OC	1	PALISADE PARKLET	08/10/2020	1,000.00	.00		
Total COMMUNITY DEVELOPMENT:				10,573.88	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOURISM FUND</b>							
RYAN, SAWYER & WHITNEY, LL	2099-6164	PALISADE TOURISM - ACCT MN	09/01/2020	400.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6164	PALISADE TOURSIM - DESIGN	09/01/2020	200.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6164	PALISADE TOURISM - WEBSITE	09/01/2020	425.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6164	PALISADE TOURSIM -ONLINE M	09/01/2020	310.50	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURISM - WEBSITE	10/01/2020	125.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURSIM - OFFLINE	10/01/2020	400.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURSIM - DESIGN	10/01/2020	225.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURSIM -ONLINE M	10/01/2020	165.05	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURISM - ACCT MN	10/01/2020	400.00	.00		
RYAN, SAWYER & WHITNEY, LL	2099-6191	PALISADE TOURSIM -ONLINE M	10/01/2020	280.75	.00		
Total TOURISM FUND:				2,931.30	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
SWONGER, PATRICK M	PSM 10182020	PSM ENTERTAINMENT	10/16/2020	250.00	250.00	10/16/2020	
Total RECREATION:				250.00	250.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
ADAMSON POLICE PRODUCTS	INV337313	OPERATING SUPPLIES	10/13/2020	159.45	.00		
CITY OF GRAND JUNCTION	2020-0008012	911 CHARGES PD	10/02/2020	9,326.06	.00		
JIM DIBLE OIL COMPANY	110429	POLICE DEPT - GAS / DIESEL	10/09/2020	120.08	.00		
JIM DIBLE OIL COMPANY	110505	POLICE DEPT - GAS / DIESEL	10/16/2020	89.03	.00		
PECZUH PRINTING COMPANY	312316	FORMS PRINTED	10/14/2020	92.00	.00		
CENTURY LINK	OCT 2020	1343 - PD INTOXICATOR PORTI	10/01/2020	35.00	.00		
CENTURY LINK	OCT 2020	1343 - TOWN HALL INTERNET-R	10/01/2020	151.11	.00		
CENTURY LINK	OCT 2020	5602 MAIN LINES POLICE	10/01/2020	241.59	.00		
VERIZON WIRELESS	AUG 2020	POLICE DEPARTMENT CELL PH	08/15/2020	506.66	.00		
VERIZON WIRELESS	AUG 2020	POLICE DEPARTMENT MODEM	08/15/2020	360.09	.00		
COOP COUNTRY	PD09.25.2020	PD CAR WASH	09/25/2020	36.94	.00		
PROSAFE	30086	PD- PATCHES	10/20/2020	121.50	.00		
PROSAFE	30090	PD- PATCHES	10/21/2020	26.00	.00		
KINETIC LEASING, INC.	240241	INTERCEPTOR LEASE (3)	10/11/2020	3,869.04	.00		
Total POLICE:				15,134.55	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	90556	TOILET CLEANING - CEMETARY	10/01/2020	60.00	.00		
JIM DIBLE OIL COMPANY	110429	CEMETERY - GAS / DIESEL	10/09/2020	29.86	.00		
JIM DIBLE OIL COMPANY	110505	CEMETERY - GAS / DIESEL	10/16/2020	22.36	.00		
Total CEMETERY:				112.22	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
CITY OF GRAND JUNCTION	2020-0008012	911 CHARGES FD	10/02/2020	2,331.52	.00		
JIM DIBLE OIL COMPANY	110429	FIRE/EMS GAS & DIESEL	10/09/2020	91.83	.00		
JIM DIBLE OIL COMPANY	110505	FIRE/EMS GAS & DIESEL	10/16/2020	71.75	.00		
CENTURY LINK	OCT 2020	4735 - FIRE INTERNET	10/01/2020	147.05	.00		
CENTURY LINK	OCT 2020	9913 - FIRE ALARM	10/01/2020	192.15	.00		
CENTURY LINK	OCT 2020	0032 DATA - FIRE ALERT SYS.	10/01/2020	375.00	.00		
CENTURY LINK	OCT 2020	0032 PHONE - FIRE ALERT SYS.	10/01/2020	1,170.57	.00		
VERIZON WIRELESS	AUG 2020	FIRE DEPT / CHIEF	08/15/2020	97.21	.00		
Total FIRE / EMS:				4,477.08	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOOKCLIFF AUTO PARTS INC	137089	STREETS / PARKS SHARED CO	09/09/2020	358.32	.00		
BOOKCLIFF AUTO PARTS INC	147277	STREETS / PARKS SHARED CO	09/30/2020	75.40	.00		
BOOKCLIFF AUTO PARTS INC	147446	STREETS / PARKS SHARED CO	09/30/2020	74.09	.00		
BOOKCLIFF AUTO PARTS INC	147453	STREETS / PARKS SHARED CO	09/30/2020	14.36	.00		
BOOKCLIFF AUTO PARTS INC	147822	STREETS / PARKS SHARED CO	10/01/2020	36.67	.00		
BOOKCLIFF AUTO PARTS INC	147995	STREETS / PARKS SHARED CO	10/01/2020	4.69	.00		
BOOKCLIFF AUTO PARTS INC	148511	STREETS / PARKS SHARED CO	10/02/2020	7.92	.00		
BOOKCLIFF AUTO PARTS INC	148530	STREETS / PARKS SHARED CO	10/02/2020	6.99	.00		
BOOKCLIFF AUTO PARTS INC	150111	STREETS / PARKS SHARED CO	10/06/2020	212.47	.00		
BOOKCLIFF AUTO PARTS INC	150571	STREETS / PARKS SHARED CO	10/07/2020	16.98	.00		
BOOKCLIFF AUTO PARTS INC	150578	STREETS / PARKS SHARED CO	10/07/2020	87.07	.00		
BOOKCLIFF AUTO PARTS INC	150625	STREETS / PARKS SHARED CO	10/07/2020	90.38	.00		
BOOKCLIFF AUTO PARTS INC	151152	STREETS / PARKS SHARED CO	10/08/2020	71.21	.00		
BOOKCLIFF AUTO PARTS INC	152600	STREETS / PARKS SHARED CO	10/12/2020	139.99	.00		
BOOKCLIFF AUTO PARTS INC	152609	STREETS / PARKS SHARED CO	10/12/2020	70.33	.00		
BOOKCLIFF AUTO PARTS INC	152727	STREETS / PARKS SHARED CO	10/12/2020	20.94	.00		
BOOKCLIFF AUTO PARTS INC	153218	STREETS / PARKS SHARED CO	10/13/2020	57.90	.00		
BOOKCLIFF AUTO PARTS INC	153220	STREETS / PARKS SHARED CO	10/13/2020	62.99	.00		
BOOKCLIFF AUTO PARTS INC	153388	STREETS / PARKS SHARED CO	10/13/2020	153.05	.00		
BOOKCLIFF AUTO PARTS INC	153405	STREETS / PARKS SHARED CO	10/13/2020	18.49	.00		
BOOKCLIFF AUTO PARTS INC	153964	STREETS / PARKS SHARED CO	10/14/2020	22.16	.00		
BOOKCLIFF AUTO PARTS INC	154537	STREETS / PARKS SHARED CO	10/15/2020	36.33	.00		
BOOKCLIFF AUTO PARTS INC	154662	STREETS / PARKS SHARED CO	10/15/2020	29.61-	.00		
BOOKCLIFF AUTO PARTS INC	154730	STREETS / PARKS SHARED CO	10/15/2020	14.47	.00		
BOOKCLIFF AUTO PARTS INC	154865	STREETS / PARKS SHARED CO	10/15/2020	126.38	.00		
BOOKCLIFF AUTO PARTS INC	155095	STREETS / PARKS SHARED CO	10/16/2020	22.98	.00		
HEUTON TIRE COMPANY INC.	153529	SHARED EXPENSES	10/02/2020	1,035.00	.00		
HEUTON TIRE COMPANY INC.	153579	SHARED EXPENSES	10/05/2020	889.00	.00		
HEUTON TIRE COMPANY INC.	153814	SHARED EXPENSES	10/19/2020	177.25	.00		
WESTERN SLOPE AUTO	126663	STREETS/PARKS SHARED COS	10/14/2020	132.33	.00		
COOP COUNTRY	PW09.25.20	PW CAR WASH	09/25/2020	117.43	.00		
OLD DOMINION BRUSH COMPA	7255572	SHARED EXPENSES	10/09/2020	804.30	.00		
Total EMS:				4,928.26	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
JIM DIBLE OIL COMPANY	110429	STREETS - GAS / DIESEL	10/09/2020	74.64	.00		
JIM DIBLE OIL COMPANY	110505	STREETS - GAS / DIESEL	10/16/2020	55.90	.00		
PEACHTREE HARDWARE AND	428728	PARKLET ITEMS	08/17/2020	44.88	.00		
AM SIGNAL INC.	M24953	RADAR STREET SIGN	10/12/2020	4,400.00	.00		
Total STREETS:				4,575.42	.00		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
CHADWICK, STEINKIRCHNER	59126	AUDIT SERVICES	09/21/2020	3,300.00	.00		
CIRSA	201598	LIABILITY INSURANCE - WATER	10/01/2020	5,140.75	.00		
JIM DIBLE OIL COMPANY	110429	WATER - GAS / DIESEL	10/09/2020	104.49	.00		
JIM DIBLE OIL COMPANY	110505	WATER - GAS / DIESEL	10/16/2020	78.26	.00		
OFFICE DEPOT	128107514001	OFFICE SUPPLIES - WATER	10/09/2020	22.49	.00		
PEACHTREE HARDWARE AND	425863	WATERLINE REPAIR	07/16/2020	16.45	.00		
PEACHTREE HARDWARE AND	431124	WATER TREATMENT REPAIR &	09/14/2020	20.45	.00		
CENTURY LINK	OCT 2020	7148 - CARETAKER RESERVOI	10/01/2020	71.97	.00		
VERIZON WIRELESS	AUG 2020	PUBLIC WORKS CELL PHONES	08/15/2020	163.97	.00		
VERIZON WIRELESS	AUG 2020	PUBLIC WORKS CELL PHONES	08/15/2020	100.25	.00		
WAGNER RENTS	P02C0548865	WATERSHED EQUIP REPAIR	09/30/2020	15.20	.00		
WAGNER RENTS	P8475702	WATERSHED EQUIP REPAIR	10/05/2020	1,357.10	.00		
DPE, LLC	6155	SITE LEASE-PAL PT.	09/30/2020	75.00	.00		
COLORADO CSG II LLC	E881D5BA	SUBSCRIBER - WATER	10/13/2020	758.96	.00		
OPTIMUS COMMUNICATIONS, L	10/19 - 11/18 S	INTERNET SERVICE	10/19/2020	87.00	.00		
Total WATER:				11,312.34	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
CHADWICK, STEINKIRCHNER	59126	AUDIT SERVICES	09/21/2020	2,500.00	.00		
CIRSA	201598	LIABILITY INSURANCE - SEWER	10/01/2020	1,285.19	.00		
JIM DIBLE OIL COMPANY	110429	SEWER - GAS / DIESEL	10/09/2020	29.85	.00		
JIM DIBLE OIL COMPANY	110505	SEWER - GAS / DIESEL	10/16/2020	22.36	.00		
CENTURY LINK	OCT 2020	1319 - SEWER & CALL OUT	10/01/2020	156.90	.00		
THATCHER COMPANY	1506141	SEWER PLANT SUPPLIES	10/15/2020	839.23	.00		
USA BLUEBOOK	375596	SEWER PLANT MAINTENANCE	09/30/2020	49.96	.00		
WESTERN IMPLEMENT	IN00616	SEWER TREATMENT SUPPLIES	10/07/2020	28.34	.00		
XCEL ENERGY	699283529	SEWER LIGHTS	09/02/2020	22.55	.00		
COLORADO CSG II LLC	E881D5BA	SUBSCRIBER - SEWER	10/13/2020	758.95	.00		
Total SEWER PLANT:				5,693.33	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
CHADWICK, STEINKIRCHNER	59126	AUDIT SERVICES	09/21/2020	2,500.00	.00		
CIRSA	201598	LIABILITY INSURANCE - SEWER	10/01/2020	1,285.19	.00		
FREMAREK, INC	0714545-IN	SEWER PLANT CHECMICALS	10/09/2020	2,178.53	.00		
ACS SEWER & IRRIGATION SE	20005	SEWER LINE INSPECTION	10/21/2020	375.00	.00		
JOHNS, DAVID	FBP 10.15.202	FLEXIBLE BENEFIT REIMBURS	10/15/2020	27.17	.00		
Total SEWER COLLECTION:				6,365.89	.00		

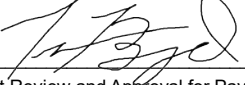
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WASTE MANAGEMENT INC -	1682081-0576-	GARBAGE SERVICE	10/01/2020	14,564.37	.00		
Total :				14,564.37	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	90556	TOILET CLEANING - RIVERBEN	10/01/2020	120.00	.00		
GOODWIN SERVICE, INC.	90556	BIKE TREK CLEANING	10/01/2020	60.00	.00		
GOODWIN SERVICE, INC.	90556	VAULT CLEANING	10/01/2020	300.00	.00		
GOODWIN SERVICE, INC.	90649	PALISADE RIM	10/15/2020	240.00	.00		
FERGUSON WATERWORKS #11	1169702	MISC PARK REPAIRS	10/09/2020	32.85	.00		
JIM DIBLE OIL COMPANY	110429	PARKS - GAS / DIESEL	10/09/2020	59.71	.00		
JIM DIBLE OIL COMPANY	110505	PARKS - GAS / DIESEL	10/16/2020	44.72	.00		
PEACHTREE HARDWARE AND	429840	PARK SPRINKLERS	08/29/2020	175.98	.00		
CENTURY LINK	OCT 2020	1207 - RIVERBEND PARK	10/01/2020	123.30	.00		
WESTERN IMPLEMENT	IN02680	PARKS - SMALL EQUIPMENT	10/20/2020	251.95	.00		
Total PARKS:				1,408.51	.00		

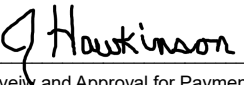
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
CENTURY LINK	OCT 2020	1067 - POOL INTERNET	10/01/2020	156.90	.00		
Total POOL:				156.90	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
COUNTRYSIDE SERVICE, INC.	63517	DRAIN CLEANING	07/08/2020	58.88	.00		
CURRENT SOLUTIONS, LLC.	9311	COMMUNITY CENTER CARD R	10/06/2020	384.90	.00		
GRAND RIVER ELECTRIC	21239	PD - REMODEL	10/09/2020	298.31	.00		
DORA ORTIZ	TP-10	JANITORIAL SERVICES	10/18/2020	1,240.00	.00		
K-D FLAGS, LLC	29736	FLAGS FOR TOWN HALL	09/14/2020	132.01	.00		
PEACHTREE HARDWARE AND	637272	PD REMODEL	07/01/2020	648.78	.00		
PEACHTREE HARDWARE AND	671688	PD REMODEL	08/19/2020	2,052.91	.00		
PEACHTREE HARDWARE AND	676076	PD REMODEL	08/29/2020	142.21	.00		
PEACHTREE HARDWARE AND	685862	PD REMODEL	10/06/2020	706.00	.00		
PROVELOCITY LLC	28405	PD REMODEL	10/19/2020	3,749.40	.00		
WESTERN PAPER DISTRIBUTO	3841715	CLEANING SUPPLIES - COVID	10/01/2020	222.20	.00		
WESTERN PAPER DISTRIBUTO	3856674	CLEANING SUPPLIES - COVID	10/19/2020	997.40	.00		
SERPENT	106907	PD REMODEL	10/12/2020	2,644.27	.00		
Total FACILITIES:				13,277.27	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0136644	PALISADE HWY 6 MMOF	09/09/2020	675.50	.00		
Total :				675.50	.00		
Grand Totals:				177,589.71	578.68		

Finance Director:   
(Finance Department Review and Approval for Payment)

Date: 10/23/2020

Town Manager:   
(Administrative Review and Approval for Payment)

Date: 10.23.2020

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 = 10/09/2020-10/23/2020





**MINUTES OF THE REGULAR (and VIRTUAL) MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
October 13, 2020**

A work session of the Board of Trustees for the Town of Palisade to discuss the 2021 Palisade Budget began at 5:38 pm. Present at the work session were Mayor Mikolai, Trustees Turner, Carlson, Maxwell, and L'Hommedieu. Mayor Pro-Tem Chase and Trustee Somerville appeared via Zoom. Also present were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Police Chief Deb Funston, Finance Director Travis Boyd, and Parks Recreation and Event Director Troy Ward.

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:06 pm by Mayor Mikolai with Trustees present: Turner, Carlson, Maxwell, and L'Hommedieu. Mayor Pro-Tem Chase and Trustee Somerville appeared via Zoom. Also present were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Police Chief Deb Funston, Utilities Director Matt Lemon, Finance Director Travis Boyd, Parks Recreation and Event Director Troy Ward, and Interim Fire Chief Jason Lee.

**AGENDA ADOPTION**

*Motion #1* by Trustee Maxwell, seconded by Trustee Turner, to approve the agenda as amended to remove item XII Public Hearing for PRO 2020-30.

A voice vote was requested.  
Motion carried unanimously.

*Staff was asked to provide more information on reversing the 2005 Ordinance removing the minimum distance requirements between schools and liquor establishments.*

**TOWN MANAGER REPORT**

Town Manager Janet Hawkinson reviewed her report and invited Police Chief Deb Funston to provide details of her staff report so the Board could better understand the amount and varied types of calls the Police Department responds to each month.

**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 – September 17, 2020 – October 8, 2020
- **Minutes**  
Minutes from the September 22, 2020 Board Meeting

**Motion #2** by Trustee L'Hommedieu, 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**

**Karen Bishop 3947 N River Road**, requested the Board exercise their authority to begin a CUP review of Happy Camper Cannabis Company due to the many comments from the public at the previous meeting.

**Tammy Tallant 3819 N River Road**, thanked the Police Department for the additional enforcement she has seen on North River Road. She also stressed the importance of notifying more citizens when a text amendment is on the agenda for consideration. – *Staff responded, acknowledging that staff has met with the owner of Happy Camper Cannabis Company to address the concerns raised by citizens at the last meeting. They are beginning to make adjustments to their property to help alleviate the discussed hazards. More radar speed signs have also been ordered to help gather information about N River Road traffic so resources can be allocated correctly during the day's high violation times.*

**Sean Tallant 3819 N River Road**, remarked that additional policing wouldn't help and suggested putting in a stop sign at Troyer Avenue and adding speed bumps in N River Road's high violation areas.

### **NEW BUSINESS**

#### **Draft 2021 Budget Presentation**

Town Manager Janet Hawkinson announced that staff has presented the draft budget to the Board of Trustees and that copies are available for public review on the Town's website as well as at Town Hall. Finance Director Travis Boyd stated that each new revision of the budget would be presented to the Board and the public at work sessions or during meetings.

#### **Letter of Intent for Palisade Clinic**

Town Manager Hawkinson reviewed past discussion amongst the Board regarding the plan for removing the old high school (except for the gymnasium portion) located at 341 W 7<sup>th</sup> Street and added that part of the process to move forward is to sign and send a letter of intent to work with Community Hospital on the project. She noted that if the Board agrees to the letter of intent, a formal Resolution will be brought forward at a later meeting for the project.

**Riley Parker 3747 G Road and Caleb Hicks 315 Troyer** both expressed enthusiasm for the proposed clinic.

A brief discussion ensued amongst the Board regarding details that need to be considered in regard to any agreements the Town signs. Mayor Mikolai stressed that the proposed letter is to express interest in the project, and all details of agreements will be discussed by the Board at length before contracts are signed.

**Motion #3** by Trustee Turner, seconded by Trustee Carlson approve and support the proposed letter of interest to Community Hospital as written.

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.

**Should the Town Apply for an EPA Grant for Asbestos Remediation at the Old High School?**

Town Manager Hawkinson reviewed her staff report and requested approval of a grant budget of \$30,000.00 to pursue an EPA Grant for asbestos remediation at the old high school (341 W 7<sup>th</sup> Street).

Mayor Pro-Tem Chase asked if the \$30,000 is for professional services to write the grant and if this money would have to be spent regardless if we receive the grant? She also asked grant would require a complete demo of the building, or there would be options to preserve some of the historical features? Town Manager Hawkinson responded that the \$30,000.00 is to hire consultants to write and submit the grant and that the grant is solely to remove the asbestos.

***Motion #4*** by Trustee Turner, seconded by Trustee Carlson, to support staff moving forward with the grant and approving a supplemental appropriation to the administrative department budget in the amount of \$30,000.00.

A voice vote was requested.

Motion carried unanimously.

**CARES Act Funding Discussion and 2020 Supplemental Budget Appropriation**

Town Manager Hawkinson stated this item has been brought forward to the Board many times and reiterated that CARES funding is very restrictive on what they approve. The staff has been working with other towns to get familiar with what funds they have spent and what funds have been approved for reimbursement through CARES. She referenced the list in the packet and explained that it was an updated list of what has been or will be spent by Palisade for CARES. She noted that the staff is currently working on a contract for parklet construction, which will be brought to the Board at the next meeting.

The Board had a brief discussion regarding potential projects that CARES may cover and supported the proposed expenditures listed in the packet.

***Motion #5*** by Trustee Turner seconded by Trustee Maxwell to approve the CARES Act funding for the 2020 supplemental budget appropriation.

A voice vote was requested.

Motion carried unanimously.

**Logan Avenue Sidewalk Project**

Town Manager Hawkinson stated that this item is to approve the contract and the contract amount to construct sidewalks along Logan Avenue.

Utilities Director Matt Lemon stated that Town staff had designed sidewalks to be installed along Logan Ave. The sidewalks proposed will connect the existing sidewalks at the corner of 4<sup>th</sup> Street and Logan Avenue to 8<sup>th</sup> Street (Front Street). He went on to announce that the staff received three bids from the RFP process and would like to award the contract to Adcock Concrete for \$54,951.00.

*Motion #6* by Trustee L'Hommedieu seconded by Trustee Maxwell to approve the Logan Avenue Sidewalk Project and direct the Town Manager to enter into a contract with Adcock Concrete in the amount of \$54,951.00.

A voice vote was requested.  
Motion carried unanimously.

### **OPEN DISCUSSION**

None was offered.

### **COMMITTEE REPORTS**

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

### **ADJOURNMENT**

*Motion #7* by Trustee Turner, seconded by Trustee L'Hommedieu to adjourn the meeting at 7:26 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



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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into effective this 27 day of October, 2020 by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the "Town"), and Western Precision Manufacturing, ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of Manufacturing the Parklets per design by Genesis Architecture and per shop detailed drawings, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the drawings, 23.2020 attached as Exhibit A; and

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

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

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

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

2. Compensation. The Town agrees to pay Contractor for the Services as set forth on **Exhibit B**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until terminated by either party as set forth herein. The Contractor agrees to complete the entire project no later than December 11, 2020 and to submit the last invoice by December 18, 2020. The Contractor acknowledges this is a time sensitive contract that needs to meet these deadlines.



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

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

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

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

8. Insurance Requirements.

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

b. Terms of Insurance.

- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town.
- (ii) The policies described in subparagraph a. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents,



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subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

- d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit C and incorporated herein by reference.
- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

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

10. Termination.

a. Generally.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor,





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specifying the effective date of termination, at least ten (10) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least ten (10) (same as Town) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within five (5) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

- 11. Reserved.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform





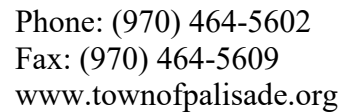
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works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, “E-Verify”) in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.



- Page 6



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

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

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

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

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

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

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

If to the Town:	Town of Palisade Town Administrator P.O. Box 128 Palisade, Colorado 81526-0128
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If to Contractor:	Western Precision Manufacturing Brandon Gebhardt – President/Owner 2319 Logos Drive Grand Junction, CO 81505
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175 East Third Street  
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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25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

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

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Janet Hawkinson, Town Administrator

WESTERN PRECISION MANUFACTURING

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

Title: Brandon Gebhardt, Owner - President



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**EXHIBIT A**  
**SCOPE OF SERVICES**



Quote Number: 201754  
Revision: 1

## Quotation

Name: Janet Hawkinson  
Address: jhawkinson@townofpalisade.org  
City: Palisade State: CO  
Country: USA Zip: 81526  
Phone: (970) 296-0468

Date: 10/12/2020  
Quote No: 201754  
Rep:  
FOB: Grand Junction

Qty	Description	Unit Price	Total Price
1 EA	Parklet Manufacturing Package, Including: - Parklet #1 357 Bar & Grill Standard Planter Boxes Qty. (4) Metal Cutouts Attached At Guardrails Qty. (6) Guardrail And Roof Canopy - Parklet #2 Palisade Cafe Standard Planter Boxes Qty. (4) Metal Cutouts Attached At Guardrail Qty. (2) Guardrail And Roof Canopy - Parklet #3 Slice O' Life Bakery Standard Planter Boxes Qty. (4) Opt. Of Wood Finish Qty. (2) Metal Cutouts Attached At Guardrail Qty. (6) Guardrail And Roof Canopy - Parklet #4 Purple Pig Standard Planter Boxes Qty. (2) Opt. Of Metal Finish Qty. (2) Metal Cutouts Attached At Guardrail Qty. (4) Guardrail And Roof Canopy W/ 1" Dia. Metal Loops - Bollards 6" X 72" Sch. 40 Pipe W/Baseplate Mount Qty. (8) - Paint/Finish Colors Specified By Architect - Shop Drawings - Delivery/Setup: 8-10 Weeks Pending Approvals *Exclusions: Lighting, Pet Water Bowl, Concrete Work, Grout, Core Drilling, Design, Site Work Not Including Setup, Buyout Items (Bike Racks, Bollard Covers), And Deferred Submittals	\$114,000.00	\$114,000.00
Total			\$114,000.00



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**EXHIBIT B**  
**PROFESSIONAL FEES**



# GENESIS DESIGNS

A + P L L C

917 MAIN STREET • GRAND JUNCTION • COLORADO 81501  
970 • 216 • 8567 • [www.genesisarchitect.com](http://www.genesisarchitect.com)

## **Palisade Parklets – Various Business Customizations.**

Comments based on business owner interviews.

**Date:** September 18, 2020.

1. 357 Bar & Grill (235 S. Main St., Palisade, CO) • John Feurborn 970-234-0003
  - a. “Sports Bar” – Signage.
  - b. Business Logo – Signage.
  - c. Pendant cutout.
  - d. Colorado Rockies Logo.
2. Palisade Cafe (113 W. Third St., Palisade, CO) John Sabal 970-464-2888
  - a. Satisfied with Parklet design as-is.
  - b. Business & Logo – Signage.
  - c. Built-in seating.
3. Slice O’Life Bakery (105 W. Third St., Palisade, CO) Mary Lincoln 970-464-0577
  - a. Satisfied with Parklet design as-is.
  - b. Business & Logo – Signage.
  - c. Reuse existing planter boxes.
  - d. Possibly use wood accent.
4. Blue Pig Ice Cream (101 W. Third St., Palisade, CO) Carrie Frisina 520-310-1473
  - a. Satisfied with Parklet design generally.
  - b. Business & Logo – Signage.
  - c. Hanging plants.
  - d. Solid roof.
  - e. Built-in seating.
  - f. No center wall split.
  - g. Ledge & rail (10” top rail).
  - h. Accommodate free standing ski lift seating.





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## EXHIBIT C

### **CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT**

("Contractor") certifies to the Town of Palisade ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

\_\_\_\_\_:

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

Title:



175 East Third Street  
P.O. Box 128  
Palisade, CO 81526

Phone: (970) 464-5602  
Fax: (970) 464-5609  
www.townofpalisade.org

## EXHIBIT D

### AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

\_\_\_\_ I am a United States citizen, or

\_\_\_\_ I am a Permanent Resident of the United States, or

\_\_\_\_ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

INTERNAL USE ONLY	Valid forms of identification
	<ul style="list-style-type: none"><li>---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit</li><li>---current Colorado identification card</li><li>---U.S. military card or dependent identification card</li><li>---U.S. coast guard merchant mariner card</li><li>---Native American tribal document</li></ul>
	The following forms of identification may be accepted through February 28, 2007*
	<ul style="list-style-type: none"><li>---original birth certificate from any state of the United States</li><li>---certificate verifying naturalized status by U.S. with photo and raised seal</li><li>---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport</li><li>---order of adoption by a U.S. court with seal of certification</li><li>---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI</li><li>---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card</li></ul>



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\*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.

# WeatherPort®

## SHELTER SYSTEMS

### PURCHASE AGREEMENT

This Purchase Agreement is entered into as of October 23, 2020

between

**Buyer:**

Town of Palisade  
PO Box 128  
Palisade, CO 81526  
Attn: Troy Ward

and

**Seller:**

WeatherPort Shelter Systems,  
a division of Alaska Structures, Inc.  
1860 1600 Rd.  
Delta, CO 81416

Buyer agrees to purchase the following described goods ("Goods") for the prices shown:

<u>Qty</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Price</u>
2	<b>MODEL WP-2120-JUBILEE-HD:</b> 21' Wide x 20' Long WeatherPort Jubilee with an 11'3 Peak Height, 7' Eave Including:	\$ 6,564.00	\$ 13,128.00
	(1) Heavy Duty Steel Framing System		
	(1) Tensioned Vinyl Cover System with (4) 10' Wide x 7' High Side Curtain Openings		
	(2) Open End Walls		
	(4) 10' Wide Curtain with Jumbo Fabric Window with Screen		
	(1) Set of DB68 Earth Anchors		
	(1) Set of Heavy Duty Ballast Straps ( <i>Ballast not included</i> )		
	<i>Anchoring: Spikes</i>		
	<i>Color: Cover: White; Curtains: Blue</i>		
	<i>Shall not be used in winds loads exceeding 70 mph gusts</i>		
	<i>Shall not be used in ground snow loads exceeding 15 psf</i>		
1	<b>MODEL WP-35'W-OCTOPAE-AL:</b> 35' Wide Diameter WeatherPort Octopae with a 13'9" Peak Height Including:	\$ 9,312.00	\$ 9,312.00

+1.970.399.5909 (phone) • +1.970.329.1045 (fax)

PROPRIETARY AND CONFIDENTIAL

This page contains WeatherPort Shelter Systems' Confidential Information. Any use or disclosure of this information is restricted.

	(1) Aluminum Framing System		
	(1) Tensioned Vinyl Cover System with (8) 13' Wide x 7' High Side Curtain Openings		
	(1) Set of Heavy Duty Ballast Straps ( <i>Ballast not included</i> )		
	<i>Anchoring: Spikes</i>		
	<i>Shall not be used in winds loads exceeding 65 mph gusts</i>		
	<i>Shall not be used in ground snow loads exceeding 5 psf</i>		
	<b>Total Price FOB Origin:</b>		<b>\$ 22,440.00</b>

Freight is not included.

This Purchase Agreement may only be accepted by Buyer returning a signed copy of this Purchase Agreement and the 50% downpayment no later than November 23, 2020 ("Expiration Date"). After the Expiration Date, this proposed Purchase Agreement is no longer valid.

Delivery Date: TBD from Buyer's execution of this Purchase Agreement and placement of order

**IMPORTANT INSTRUCTION REGARDING LOAD LIMITS MODEL WP-2120-JUBILEE-HD:**

Buyer understands that the Shelter is not to be used in certain weather conditions, including winds over 70 mph 3-second gust and/or ground snow loads over 15 psf which could result in dangerous conditions. Buyer agrees to discontinue use and disassemble the Shelter before Wind Conditions Exceed 70 mph 3-Second Gust and/or Ground Snow Loads exceed 15 psf. Buyer agrees to indemnify Seller against any injury, death, loss, or property damage of any kind resulting in whole or in part from Buyer's failure to comply with these requirements.

**IMPORTANT INSTRUCTION REGARDING LOAD LIMITS:** Buyer understands that the Shelter is not to be used in certain weather conditions, including winds over 65 mph 3-second gust and/or ground snow loads over 5 psf which could result in dangerous conditions. Buyer agrees to discontinue use and disassemble the Shelter before Wind Conditions Exceed 65 mph 3-Second Gust and/or Ground Snow Loads exceed 5 psf. Buyer agrees to indemnify Seller against any injury, death, loss, or property damage of any kind resulting in whole or in part from Buyer's failure to comply with these requirements.

**Prices and Payment:** All prices are net and are FOB place of manufacture, exclusive of any applicable taxes. Prices are in U.S. dollar unless otherwise noted. Buyer is responsible for payment of all taxes. Shipping and handling charges are the responsibility of Buyer, regardless of whether Seller is arranging such shipping and handling. Buyer shall pay the Total Price as follows: A nonrefundable downpayment of 50% of the Total Price is due at the time of execution of this Purchase Agreement; The remaining 50% balance is due before Delivery as defined below, and in any event before delivery of the Goods to a carrier for shipment. Prior quotations for these Goods are voided.

**Delivery:** "Delivery" of the Goods will be FOB place of manufacture and occurs when the Goods are made available to Buyer at place of manufacture or otherwise, regardless of whether Seller is responsible for arranging shipment of the Goods from the place of manufacture to Buyer. If no estimated Delivery time is specified above, then Delivery time shall be subject to availability of the Goods, and at such time as Seller is able to estimate Delivery time, Seller shall inform Buyer of such estimated Delivery time. Shipment of the Goods may be arranged by Seller at Buyer's request.

**Terms and Warranty:** Buyer has read and agrees to the Terms and Conditions attached as Schedule 1 hereto, which Terms and Conditions are incorporated in and form a part of this Purchase Agreement. The Goods are covered by the Limited Warranty attached as Schedule 2 hereto, the terms of which are incorporated in and form a part of this Purchase Agreement. This Purchase Agreement, the Terms and Conditions and the Limited Warranty collectively comprise the "Contract."

ANY TERMS PROPOSED IN BUYER'S ACCEPTANCE OF THIS PURCHASE AGREEMENT WHICH ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS HEREOF ARE HEREBY OBJECTED TO AND REJECTED, SHALL NOT CONSTITUTE ANY PART OF ANY CONTRACT RESULTING FROM THIS PURCHASE AGREEMENT, AND SHALL HAVE NO FORCE OR EFFECT. THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PURCHASE AGREEMENT AND MAY BE MODIFIED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Buyer:  
Town of Palisade

Seller:  
WeatherPort Shelter Systems,  
a division of Alaska Structures, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Schedule 1**  
**TERMS AND CONDITIONS**

These Terms and Conditions form a part of the Purchase Agreement. Read them carefully.

1. **Definitions.** Capitalized terms used in these Terms and Conditions shall have the meanings set forth in the Purchase Agreement.

2. **Offer and Acceptance; Title and Risk of Loss; Cancellation; Price and Payment.**

a) Seller offers to sell the Goods to Buyer on the terms and conditions set forth herein. Seller shall be under no obligation to perform until Buyer accepts Seller's offer. Buyer shall be deemed to have accepted Seller's offer when Buyer does any of the following: (i) signs the Contract; (ii) pays any part of the purchase price; or (iii) accepts Delivery of any of the Goods. Title to and risk of loss for the Goods passes to Buyer upon Delivery, regardless of whether Seller is supplying erection or installation services or any other services.

b) Buyer may cancel this Contract only by giving Seller a written notice less than ten (10) days after the Contract's effective date and including a payment to Seller of a cancellation fee in the amount of 50% of the Contract price. Buyer shall also reimburse Seller for all expenses, including without limitation reasonable overhead, Seller incurs in connection with its performance of the Contract through the date of Seller's receipt of Buyer's notice of cancellation and the cancellation fee. Such expense reimbursement is in addition to the cancellation fee and shall be paid within ten (10) days from the date on which Seller requests such reimbursement.

c) Buyer shall pay the entire purchase price on or before Delivery. Buyer shall pay for the Goods without deduction, setoff or counterclaim of any kind. In addition to any other remedies available to Seller by reason of Buyer's default, Seller may charge interest on any amounts owed by Buyer and not paid when due at the lesser of 1.5% per month or the highest rate that may be legally agreed to by Seller and Buyer. Seller may charge a \$25 fee if Buyer's check is returned for any reason. Seller's Delivery of the Goods without first receiving payment when due under this Contract shall not be a waiver of Buyer's default in payment, nor shall it be a waiver of any of Seller's rights and remedies on account of such default or otherwise.

3. **Seller's Limited Warranty; Buyer's Exclusive Remedies.**

a) The Goods are sold subject to Seller's Limited Warranty, attached as Schedule 2 to the Purchase Agreement.

b) Any claim by Buyer arising out of or relating to this Contract, the Goods, or Seller's performance, regardless of the theory under which such claim is brought, except for claims under Seller's Limited Warranty, is waived unless Buyer gives notice of such claim to Seller within ten (10) days after Delivery. In the case of a claim for default, the claim shall be deemed to have arisen on the first day of such default. Buyer must bring suit on any such claim within six months from the date on which notice of the claim was given, or it is barred.

c) Buyer's exclusive remedy in the event of any such claim shall be, at Seller's option, (i) replacement or other cure of any defective Goods or performance, or (ii) return of so much of the purchase price as has actually been paid by Buyer. Buyer must return the Goods, or defective portion of the Goods, to Seller at the place of Delivery. Without limiting the foregoing, Seller's maximum liability for all such claims shall not exceed in the aggregate the amount actually received by Seller from Buyer as payment under this Contract.

4. **No Liability for Injury to Persons or Property.** Without limiting paragraph 3(c), SELLER SHALL NOT BE LIABLE FOR, AND BUYER PROSPECTIVELY WAIVES AND RELEASES SELLER FROM, ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, OTHER TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY PERSONAL INJURY OR ILLNESS OR DEATH OR DAMAGE TO OR LOSS OF ANY REAL OR PERSONAL PROPERTY (collectively and severally, "Personal Injury Claim") THAT ARISES OUT OF OR RELATES TO THE GOODS OR BUYER'S USE OF THE GOODS. If, notwithstanding the foregoing, Seller is held liable to Buyer by a court of competent jurisdiction on account of any Personal Injury Claim, Buyer's damages for all such Personal Injury Claims shall be limited to Buyer's actual, compensatory damages and shall not exceed in the aggregate the amounts actually paid by Buyer to Seller under this Contract.

5. **No Punitive or Consequential Damages.** Without limiting paragraphs 3 or 4, in no event shall Seller be liable for any punitive damages or for any indirect, incidental, special or consequential damages, including without limitation lost earnings or profits or loss of income earning capacity, in any claim arising out of or relating to this Contract, the Goods, or Seller's performance, or in any Personal Injury Action, even if Seller has been advised of the possibility of such damages.

6. Indemnity. Buyer shall defend, indemnify and hold harmless Seller and its shareholders, officers, parent and subsidiary and related corporations, directors, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Buyer's obligations, representations, or warranties under the Contract; and (b) any act or omission of Buyer, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with the Contract; PROVIDED, however, that Buyer shall not be under any obligation to defend, indemnify or save Seller harmless against claims arising solely out of Seller's negligence. All of Buyer's obligations and liabilities under this paragraph shall survive completion or termination of the Contract and shall be separately enforceable by Seller.

7. Security Interest. Buyer hereby grants Seller a security interest in all of the Goods and in any products or proceeds thereof, wherever located and however commingled, to secure payment of any and all amounts due or to become due under the Contract. Buyer irrevocably authorizes Seller to file financing statements and amendments to perfect the security interest granted to Seller.

8. Default; Remedies Upon Default. Buyer shall be in default of the Contract if Buyer fails to pay any amount owed to Seller under this Contract, as and when such payment is due or if Buyer fails to perform, keep, or observe any other term, provision, condition or covenant contained in this Contract that is required to be performed, kept or observed by Buyer. In the event of Buyer's default, all sums owing under this Contract shall become immediately due and payable, Seller shall have all remedies available under the Contract, at law or in equity, and:

- a) Seller shall be entitled to recover from Buyer the entire purchase price and all other damages incurred by Seller by reason of Buyer's default, together with all of Seller's actual attorney's fees, whether or not suit is filed, and all other costs of collection.
- b) Seller shall be entitled to a prejudgment writ for delivery of the Goods in which Seller has a security interest and a prejudgment writ of attachment of additional property belonging to Buyer insofar as the value of the Goods in which Seller has a security interest is insufficient to pay the amounts owed to Seller. Buyer expressly waives (i) any and all rights to a hearing in any prejudgment claim and delivery or attachment proceeding; (ii) any requirements for the posting of any bond in any prejudgment claim and delivery or attachment proceedings; and (iii) any claims that could or might arise in favor of Buyer from any prejudgment seizure or attachment.

The remedies provided for in this paragraph 8 are cumulative and may be exercised concurrently or separately.

9. Force Majeure and Commercial Impracticability. No delay, failure or omission by Seller to carry out or to observe any of the terms, provisions or conditions of the Contract shall be deemed a breach if such delay, failure or omission is caused by or arises out of any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, fire, and any other cause not within the reasonable control of Seller. In such case, the period for Seller's performance shall be automatically extended for the same time that Seller was delayed. In addition, if any part of Seller's performance shall become commercially impracticable, Seller shall be excused from further performance of the Contract or, at Seller's option, so much of it as is affected by such commercial impracticability. For purposes of the Contract, Seller's performance is commercially impracticable if it would require Seller to incur excessive or unreasonable expenses, whether or not such expenses are a result of a force majeure condition, and whether or not such expenses result from the occurrence or nonoccurrence of events or circumstances that could or should have been foreseen by Seller.

10. No Waiver. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Buyer shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. Any waiver by Seller of strict performance by Buyer of any of term of the Contract must be in writing and executed by Seller to be effective. Such waiver shall extend only to the particular performance or breach so waived and shall not limit Seller's rights with respect to any future performance or breach.

11. Taxes. All sales taxes and other taxes required to be collected by Seller from Buyer in connection with the sale of the Goods shall be paid by Buyer along with the purchase price at or before Delivery. All other taxes now or hereafter imposed by federal, state, local or foreign governments in respect to or measured by the Goods or the manufacture, storage, sale, delivery, receipt, exchange or inspection thereof shall be Buyer's sole responsibility. Buyer shall reimburse Seller upon receipt of invoice for any taxes or fees legally required to be paid and paid by Seller in respect to the Goods delivered by it.

12. Assignment. Buyer may not assign the Contract in whole or in part, and the Contract may not be assigned by operation of law. Any attempted assignment shall be void ab initio.



13. Governing Law; Venue; Waiver of Jury Trial and Statute of Limitations. The Contract shall be construed and governed under the laws of the State of Colorado without regard to conflict of law principles. In the event of a dispute under or as to the terms of the Contract, the parties agree that jurisdiction and venue shall lie exclusively in the courts at Grand Junction, Colorado, except that Seller may simultaneously bring an action in another jurisdiction or venue for the purpose of seeking a prejudgment delivery or attachment of, or to foreclose a security interest in, property in such other jurisdiction. Buyer irrevocably waives (i) any applicable statute of limitations and (ii) all rights to a trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Contract, any transactions contemplated in this Contract, or any action of any party in the negotiation, administration, performance or enforcement thereof.

14. Entire Agreement; Modification; Severability. The Contract and any attachments hereto or referred to herein constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. Buyer warrants that it is not relying on any representations other than those contained in the Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. If any provision of the Contract is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of the Contract will remain in full force and effect.

**Schedule 2**  
**LIMITED WARRANTY**

Except as otherwise provided below, WeatherPort Shelter Systems, a division of Alaska Structures, Inc. ("Seller") warrants to the original buyer ("Buyer") that all Goods manufactured by Seller shall be free from defects in material and workmanship under normal use and service for the following time period after delivery: (a) Fabric Buildings (frame and fabric) and tactical Environmental Control Units are covered for 5 years; (b) non-tactical Environmental Control Units manufactured by Seller are covered for 1 year; and (c) all other items manufactured by Seller are covered for 1 year. Items manufactured by a third party are covered only by the third party's OEM warranty, if any, and are not covered by this Limited Warranty.

SELLER'S SOLE OBLIGATION, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, F.O.B. ORIGIN AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS WARRANTY, OF ANY PART OR PARTS WHICH ARE DETERMINED BY SELLER TO BE DEFECTIVE.

This warranty does not cover failures caused by improper installation, abuse, misuse, misapplication, improper or lack of maintenance, negligence, accident, normal deterioration including normal wear and tear, use of improper parts or improper repair. This warranty does not cover any Goods or part thereof that is worn out or altered, used for a purpose other than that which it was intended, or used in a manner inconsistent with any instructions regarding its use. This warranty does not cover any Goods or part thereof which has been repaired, modified or altered in such a way as to, in the Seller's sole judgment, have affected its usefulness or viability. This warranty does not include costs for removal, transportation, or re-installation of the Goods. This warranty does not cover damage caused by any acts of nature such as hail, fire, earthquakes, floods, ultraviolet light degradation, or other factors over which Seller has no control. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the Goods except as stated in this warranty.

Seller's obligation under this warranty is limited to repairing or replacing at the place of origin any part or parts which shall within the warranty period be returned to the Seller, with transportation charges prepaid and which the Seller's examination shall disclose to its sole satisfaction to have been defective. Anything in Buyer's purchase order or confirmation to the contrary notwithstanding, SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, FOR ANY BREACH OF WARRANTY, AND THE BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE GOODS, WHETHER USED SINGULARLY OR IN COMBINATION WITH OTHER EQUIPMENT. Seller neither assumes, nor authorized nor authorizes any person to assume for it, any other liability in connection with the sale or use of the Goods, and there are no oral agreements or warranties collateral or pertaining to the Goods.

EXCEPT AS HEREIN ABOVE SET FORTH, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, AND THE WARRANTY HEREIN ABOVE SET FORTH IS EXPRESSLY IN LIEU OF ANY WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER. WITHOUT LIMITING THE FOREGOING, SELLER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

Any claim under the above specified warranty shall be forwarded to the Seller in writing, specifying the defect claimed, the length of service of the Goods involved, and, if known, the purchase order or contract number under which the Goods was procured. The Buyer agrees to permit the Seller to conduct an investigation of the claimed defect at the Buyer's facility if considered necessary by Seller. NO GOODS MAY BE RETURNED WITHOUT SELLER'S PRIOR WRITTEN PERMISSION.

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE TOWN OF PALISADE & THE PALISADE CHAMBER OF COMMERCE**

#### **MEMBERSHIP/SPONSORSHIP AND BUSINESS DEVELOPMENT SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING**, dated \_\_\_\_\_ 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 Town has undertaken an aggressive business development effort in the form of public improvements, event sponsorship and management, and direct marketing; and

**WHEREAS** the Palisade Chamber of Commerce is also an important participant in business development and has staffing and expertise to assist the Town in business development efforts; and

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

**WHEREAS** the Town of Palisade is desirous of entering into agreement with the Palisade Chamber of Commerce for membership/sponsorship services and the conduct of certain business development activities; and

**WHEREAS** the Chamber of Commerce has agreed to provide certain benefits and services to the Town of Palisade and its businesses; and

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

**NOW, THEREFORE**, the parties, for good and valuable consideration, including the promises and covenants set forth herein, and to accomplish the foregoing objectives, agree as follows:

The Chamber will provide the following benefits and services to the Town in 2021:

1. Extend to the Town of Palisade all the benefits afforded as a major sponsor at all Chamber-sponsored and conducted events.
2. Staff an office for businesses assistance and visitor information with paid personnel or volunteers Monday through Friday, year-round.
3. Staff and administer the "Agritourism Cooperative Partnership", a joint venture of the Town and Chamber. The chamber will act in collaboration with the Tourism Advisory Board to promote tourism. Maintain the Palisade Adventure Guide.
4. Promote Palisade and its businesses to the Grand Valley market through a variety of direct marketing and advertising programs.
5. Conduct the annual Peach Festival in Riverbend Park, Brews & Cruise in Veteran's Memorial Park, Coordinate and run the July 4<sup>th</sup> Parade, the Father's Day Car show and Olde Fashioned Christmas in downtown Palisade. The Town of Palisade will waive all park fees for Memorial Park, Veterans Memorial Community Center & Riverbend Park. Assist the Town in marketing

the Town-sponsored, Palisade Bluegrass and Roots Music Festival. Palisade Chamber of Commerce will coordinate the Palisade Bluegrass merchandise tent to include ordering of merchandise and staffing. In return, Palisade Chamber of Commerce will retain all proceeds from said merchandise tent.

6. Develop a visitor inquiry fulfillment package in conjunction with the Town of Palisade and respond to all visitor and tourist requests for information regarding visitation and tourism to Palisade. Area maps shall show orchards, wineries, eateries, and tourist-oriented businesses who advertise in the Palisade Chamber Adventure Guide. Town of Palisade will provide a GeoMapApp.
7. Produce and distribute press releases when necessary.
8. Host an annual strategy meeting composed of the Town of Palisade Trustee Board, Town Administrator, Tourism Advisory Board, and the Palisade Chamber of Commerce Board & staff.

For the services and benefits in items 1 through 8 above, the Town hereby agrees to continue its membership and level of support and pay the Chamber \$40,000 in 2021. \*Supporting documents attached\*

The Town will pay the \$40,000 in quarterly installments of \$10,000, beginning on the first month of every quarter (January 1st, April 1st, July 1st, and October 1st of 2021).

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 with sixty (60) days written notice. Parties providing written notice are not responsible for provision of payment or services following the date of the termination in said written notice.

Written notice under the terms of this MOU shall be sent to the following addresses:

Town of Palisade  
Attention Town Administrator  
P.O. Box 128  
Palisade, CO 81526

Palisade Chamber of Commerce  
Attention Executive Director  
P.O. Box 729  
Palisade, CO 81526

**IN WITNESS WHEREOF**, the undersigned parties have signed this Memorandum of Understanding as of \_\_\_\_\_.

TOWN OF PALISADE, COLORADO

TOWN OF PALISADE, COLORADO

\_\_\_\_\_  
Greg Mikolai, Mayor

\_\_\_\_\_  
Janet Hawkinson, Town Administrator

ATTEST:

\_\_\_\_\_  
Allyson Kenagy, Secretary  
Palisade Chamber of Commerce

\_\_\_\_\_  
Andrew M. Weber, Executive Director  
Palisade Chamber of Commerce

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

TOWN OF PALISADE, COLORADO

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

SEAL:

\_\_\_\_\_  
Keli L. Frasier, Town Clerk

**DRAFT**

Palisade Adventure Map	\$	29,460.00	
Advertising & Marketing Exp	\$	17,900.00	
Postage for Mailings	\$	1,000.00	
Wages for Map prep	\$	10,560.00	\$22/hr X Approx 480 hrs

Visitor Center	\$	5,240.00	
Rent	\$	4,400.00	
Utilities/Internet/Phone	\$	840.00	

In Kind	\$	14,440.00	
PA System for PAV	\$	1,100.00	
Wages - Info@palisade.com	\$	11,440.00	2 hr/day @ \$22/hr
Wages- 4th of July Parade and Park			
	\$	176.00	4 hr/day @ \$22/hr x 2 Employees
Wages - Bluegrass Festival	\$	924.00	7 hr/day @ \$22/hr x 2 Emp x 3 days
Chamber Tent used for Bluegrass			
Gate		\$500.00	Per use
Propane heaters for Harvest Market			
In the Plaza		\$300.00	

TOTAL	\$	49,140.00	
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October 20, 2020

Mayor Greg Mikolai  
Town Administrator Janet Hawkinson  
Town of Palisade  
P.O. Box 128  
Palisade, CO 81526

Dear Greg, Janet, and Trustees:

With sincere appreciation to the Town of Palisade, the Palisade Historical Society reached a major milestone this year in creating the first Palisade History Museum! Though we have not yet opened to the public due to coronavirus restraints, the Society has completed major renovations of the log building at 3640 G Road and now is finalizing displays to communicate Palisade's rich and interesting history.

The Museum will open as soon as the virus no longer poses a threat to our visitors and volunteers. Meanwhile, the Society remains busy keeping history alive by:

- Working with area tour providers to add historic information and photos to their narrations, including Pali-Tours' use of our volunteers as narrators for its 2½ hour historic adventure tours.
- Finalizing a new "History of Railroads in Palisade" booklet, the latest in a series of informative publications telling Palisade's interesting history; and adding two more oral histories (recorded pre-COVID) to the collection and posting these on our webpage.
- Providing presentations for GJHS history classes on WWII German POWs who stayed at Palisade's Riverbend Park and providing photos and artifacts for the student-created display at the Museums of the West.
- Providing Palisade Rotary Club-sponsored *Historic Palisade Coloring books* to second graders at Taylor Elementary; guiding walking tours for Taylor Elementary third graders and, after pandemic restrictions were put in place, providing a virtual tour via Zoom for New Dimensions class participants.
- Partnering with Mesa County Libraries to record Gary Hines' "History of Irrigation" program, available via the Libraries' website which has already had 215 viewers.
- Expanding one of the Society's most visible and appreciated projects by digitizing more issues of *The Palisade Tribune* and posting these to the Colorado Historic Newspaper database. The database now hosts 2,650 issues (every archival copy of the *Tribune* that could be located from 1903-1950.)

When the Palisade History Museum opens, visitors will find original, printed archival issues of *The Palisade Tribune*, educational displays on irrigation and coal mining history, collected fruit box labels used through the decades, and 73 years of Palisade High School senior class photos, as

well as maps, items from the Cameo Mercantile, an interactive peach packing display, and furniture/memorabilia from Congressman Wayne N. Aspinall. Future displays will incorporate video and interactive flat screens.


The Town's financial support this year – coupled with that of nearly 100 other supporters – has made possible this first Palisade History Museum and the dynamic ongoing programming of Palisade Historical Society! The Society looks forward to a continuing partnership with Town of Palisade as we host a grand opening to the public, and beyond.

We were glad to provide historical information and photos to the visitpalisade website in June and hope that kind of promotion will expand as the History Museum becomes a year-round reason for people to visit Palisade. Our regular newsletters and posts on our Facebook page keep our members, supporters, and the general public abreast of our many activities and accomplishments.

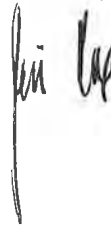
As an all-volunteer, 501(c)(3) nonprofit organization, the Society respectfully requests continued financial investment of \$10,000 in 2021 to help meet expected operating expenses of the History Museum; please see the attached 2020-2021 operating budget for additional information.

Thank you again for your leadership-level support of the Museum, and for your thoughtful consideration of our continued complementary work in and on behalf of Palisade; we welcome the opportunity to further explore we, together, can synergize promotion of our community's history, its current offerings and amenities, and its vision for the future.

Sincerely,

  
Priscilla Walker, Chair

Jaime Cox, Treasurer



Board of Directors

Priscilla Walker, Chair  
Charlene Weidner, Vice Chair  
Gary Hines, Secretary  
Jaime Cox, Treasurer  
Susan Barstow, Board Member  
Ralph Branch, Board Member  
Gay Hetland, Board Member  
Nancy Morrison, Board Member



**Palisade Historical Society  
Operating Budget  
April 1, 2020 March 31, 2021**

**Income -**

Membership	\$ 3,000
Donations, publications, tours,	1,000
Rotary Club	500
Donations from town/government funding	<u>10,000</u>
Total:	<b>\$ 14,500</b>

**Expenses**

Liability and contents Insurance	1,643
General operating expenses for Museum	2,500
Supplies/printing	300
Web hosting, domain names	100
Advertising – Chamber brochure, etc.	500
Outdoor Signage, etc.	<u>1,550</u>
	<b>\$6,593</b>

**Collections**

PHS Senior Class photo display	\$ 500
Oral Histories - DVDs, cases	20
Tribune Archives - Digitize more archival issues	1,500
Displays – printing, plastic cases	<u>\$2,500</u>
	<b>\$4,520</b>

**Programs**

**Publications**

Reprint Walking Tour Brochures	\$ 600
Print History of Railroads in Palisade, Colorado	<u>\$2,000</u>
	<b>\$2,600</b>

**Donations**

Charities – Museum, Child & Migrant Center	\$ 475
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Total Expenses: **\$14,188**

Net **\$ 312**



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:**        October 27, 2020

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

**Department:**        Administration

**Re:**                      Resolution 2020-23 entitled "*A Resolution Of The Board Of Trustees For The Town Of Palisade, Colorado Approving A Grant Application To The U.S. Environmental Protection Agency For Asbestos Remediation For The Demolition Of The Old Palisade High School To Construct A Medical Facility At That Location.*"

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**SUBJECT:** Resolution 2020-23

**SUMMARY:** At the October 13, 2020 Board of Trustees meeting, the Board directed the Town Manager to move forward with applying for an EPA Brownfield Grant for asbestos remediation at the old high school (341 W 7<sup>th</sup> Street) and to bring a Resolution forward at the next meeting for approval.

**BOARD DIRECTION:** Approve Resolution 2020-23

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2020-23**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO APPROVING A GRANT APPLICATION TO THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR ASBESTOS REMEDIATION FOR THE DEMOLITION OF THE OLD PALISADE HIGH SCHOOL TO CONSTRUCT A MEDICAL FACILITY AT THAT LOCATION.

WHEREAS, the Town of Palisade owns certain property located at 711 Iowa Avenue, Palisade, CO 81526 that contains the old Palisade High School; and

WHEREAS, the Town desires to demolish the old Palisade High School and redevelop the property in conjunction with Community Hospital to construct a 7,000 square foot local medical facility to serve its residents (the "Project"); and

WHEREAS, the Project expressly does not include demolishing the auditorium/gymnasium that is a community asset and has been redeveloped and is in current use; and

WHEREAS, the asbestos in the old Palisade High School is a major impediment to the Project and creates an excessive burden on the Town to remove this blight and create a community asset; and

WHEREAS, the Board of Trustees desires to approve an application for a grant from the U.S. Environmental Protection Agency for \$500,000 (the "Grant Application") with the required grant match, to assist with the cost of the asbestos remediation portion of the Project that is estimated to cost \$533,925.

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

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

Section 2: The Board of Trustees strongly supports, and the Town Administrator is hereby authorized to submit the Grant Application for the Project.

**RESOLVED, APPROVED, and ADOPTED this 27<sup>th</sup> day of October 2020**

TOWN OF PALISADE, COLORADO

\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

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

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
323 W. Main Street  
Suite 301  
Aspen, CO 81611

*Montrose*  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

James S. Neu  
Partner/Shareholder

[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

Direct: 970.928.2121

Office: 970.945.2261

Fax: 970.945.7336

*\*Direct Mail to Glenwood Springs*

TO: Palisade Board of Trustees

FROM: Karp Neu Hanlon, P.C.

RE: Ordinance No. 2020-14  
Liquor Code Amendments Reestablishing 500 Foot Distance Requirement

DATE: October 22, 2020

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By Ordinance No. 2005-06, attached, the Town eliminated the minimum distance requirement between licensed liquor establishments and schools in the B-1 Business Zone District and the B-2 Business Zone District, which is now Commercial Business Zone District. The Board of Trustees directed staff to reestablish the minimum distance requirement, which the enclosed Ordinance No. 2020-14 does.

We created two options for the Board to consider with this amendment to the Town's Liquor Code:

- Option A simply repeals the amendment made in 2005 creating a strict 500-foot minimum distance requirement set forth in state statute.
- Option B, which other local liquor licensing authorities have, provides some discretion to the Town on a case by case basis for hotel, restaurant and brewery/restaurant licenses, or special event permits. For the Town to exercise that discretion, the governing body of the school would need to be provided the opportunity to review and comment on the request and the Town would need to consider the criteria set forth in that Option B in the Ordinance.

We have no formal recommendation for the Board but wanted to provide you options from which to choose based on other jurisdiction's liquor codes. Ordinance No. 2020-14 will be finalized with the decision made at the meeting.

**TOWN OF PALISADE, COLORADO**  
**ORDINANCE NO. 2005-06**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
AMENDING ARTICLE II OF CHAPTER 6 OF THE PALISADE  
MUNICIPAL CODE BY ELIMINATING THE MINIMUM DISTANCE  
REQUIREMENT BETWEEN LICENSED LIQUOR ESTABLISHMENTS  
AND SCHOOLS IN THE B-1 BUSINESS ZONE DISTRICT AND THE B-2  
BUSINESS ZONE DISTRICT**


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

**Section 1.** That Article II, Intoxicating Liquor, of Chapter 6, Business Licenses and Regulations, of the Palisade Municipal Code is hereby amended to include a new Section 6-33 which shall read as follows:

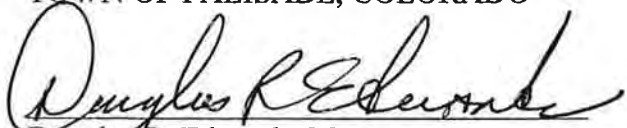
**Sec. 6-33. Distance Between Schools and Licensed Liquor Establishments in the B-1 Business Zone District and the B-2 Business Zone District.** Pursuant to the authority granted in 12-47-313(1)(d)(III), C.R.S., there shall be no required minimum distance between a building in which malt, vinous or spirituous liquor is sold pursuant to the issuance of any license specified in Articles 46 or 47 of Title 12, C.R.S. within the B-1 Business Zone District or the B-2 Business Zone District and any public or parochial school or the campus of any college, university or seminary.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on June 14, 2005.



  
Tina Darrah, Town Clerk

BOARD OF TRUSTEES OF THE  
TOWN OF PALISADE, COLORADO

By   
Douglas R. Edwards, Mayor

Publication Date:

June 23, 2005

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2020-14**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
AMENDING ARTICLE II OF CHAPTER 6 OF THE PALISADE  
MUNICIPAL CODE REESTABLISHING THE MINIMUM DISTANCE  
REQUIREMENT BETWEEN LICENSED LIQUOR ESTABLISHMENTS  
AND SCHOOLS**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

**WHEREAS**, Article II, Intoxicating Liquor, of Chapter 6, Business Licenses and Regulations, of the Palisade Municipal Code regulates the issuance of liquor licenses within the Town; and

**WHEREAS**, by Ordinance No. 2005-06, the Town eliminated the minimum distance requirement between licensed liquor establishments and schools in the B-1 Business Zone District and the B-2 Business Zone District, which is now Commercial Business Zone District; and

**WHEREAS**, the Board of Trustees desires to reestablish the 500 foot distance requirement between licensed liquor establishments and schools in all zone districts as set forth herein.

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

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

**Section 2.** Article II, Intoxicating Liquor, of Chapter 6, Business Licenses, Section 6-33 of the Palisade Municipal Code is hereby amended as follows, with underlined text added and ~~strike through language deleted~~:

**OPTION A**

**Sec. 6-33. Reserved. ~~Distance Between Schools and Licensed Liquor Establishments in the B-1 Business Zone District and the B-2 Business Zone District.~~** Pursuant to the authority granted in 12-47-313(1)(d)(III), C.R.S., there shall be no required minimum distance between a building in which malt, vinous or spirituous liquor is sold pursuant to the issuance of any license specified in Articles 46 or 47 of Title 12, C.R.S. within the B-1 Business Zone District or the B-2 Business Zone District and any public or parochial school or the campus of any college, university or seminary.

**OPTION B**

**~~Sec. 6-33. Distance Between Schools and Licensed Liquor Establishments in the B-1 Business Zone District and the B-2 Business Zone District.~~** Pursuant to the authority granted in ~~12-47-313(1)(d)(III), C.R.S., there shall be no required minimum distance between a building in which malt, vinous or spirituous liquor is sold pursuant to the issuance of any license specified in Articles 46 or 47 of Title 12, C.R.S. within the B-1 Business Zone District or the B-2 Business Zone District and any public or parochial school or the campus of any college, university or seminary.~~

**Distance Between Schools and Licensed Liquor Establishments.** The restrictions on the location of buildings in which liquor is sold within five hundred (500) feet of land used for school purposes, set forth in Section 44-3-313(d), C.R.S., may be eliminated or reduced by the Liquor Licensing Authority on a case-by-case basis only for hotel, restaurant and brewery/restaurant licenses, or special event permits, upon the request of the license holder. Any waiver or modification of the distance requirements otherwise applicable to such licenses shall only be granted after review and comment by the governing body of the applicable school or university. A request to waive or modify the statutory distance requirements will be reviewed based on the following criteria:

- a. Type of school property and uses involved;
- b. Schedules of school operation;
- c. Type of liquor license involved;
- d. Hours of operation of the proposed establishment or event;
- e. Potential for disruption of school activities; and
- f. Likelihood of increase in liquor-related violations by minors.

**INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY TITLE,** at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on October 27, 2020.

TOWN OF PALISADE, COLORADO

\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

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



## PALISADE BOARD OF TRUSTEES

### Agenda Item Cover Sheet

**Meeting Date:**      October 27, 2020

**Presented By:**      Matt Lemon

**Department:**      UTILITIES DEPARTMENT

**Re:**                      Bower Avenue Sewer and Water Line Upgrade

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**SUBJECT:**

Enter into a contract to complete upgrades of sewer and water lines on Bower Avenue.

**SUMMARY:**

At the June 9, 2020, Board meeting, Town staff was given direction to enter into a contract for design work with J-U-B Engineers to replace the sewer and water lines along the project area of Bower Avenue North of First Street.

Town staff received four bids for the project on October 14; each bid was complete and accepted on October 17, 2020. The low bid was Skyline Contracting Inc with **\$317,676.00**.

Bid Opening					
Town of Palisade - Bower Ave Sewer and Waterline					
Contractor	Bid Bond Executed	Addenda Acknowledged	Bid Signed	Bid Schedule Appears to be Complete	Apparent Bid Total
Sorter Construction, Inc.	X	X	X	X	\$ 331,329.50
Skyline Contracting, Inc.	X	X	X	X	\$ 317,676.00
United Companies	X	X	X	X	\$ 368,758.75
Milestone Companies, LLC	X	X	X	X	\$ 626,072.00

**Project highlights:**

- 800 linear feet of water line
- 800 linear feet of sanitary sewer line
- Move water meters next to the ROW line
- New sewer service lines from mainline to ROW line
- Asphalt will be replaced over the trench area only.

*\*\*Permanent asphalt will not be layed until Spring 2021 when the local plant re-opens for the year. Removed millings will be placed back over the excavation for the 2020-2021 winter season.\*\**



**Project Timeline:**

- Notice of Award 10/28/2020
- Anticipated Construction Start 11/9/2020
- Anticipated Substantial Completion 12/11/2020
- Anticipated Final Completion 12/16/2020

**BOARD DIRECTION:**

Give the Town Manger permission to accept the bid and enter into a contract with Skyline Contracting Inc. in the amount of \$317,676.00 for the Bower Avenue sewer and water line upgrade

**ATTACHMENT(S):**

Notice of Award  
Agreement  
Map of project

# Notice of Award

Date: 10-28-2020

Project: <b>Bower Avenue Sewer and Water Line Replacements</b>	Owner: <b>Town of Palisade, CO</b>	Owner's Contract No.:
Contract: <b>Bower Avenue Sewer and Water Line Replacements</b>		Engineer's Project No.: <b>81-18-003, 114</b>
Bidder: <b>Skyline Contracting LLC</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested) <b>3191 Mesa Avenue</b>		
<b>Grand Junction, Co 81504</b>		

You are notified that your Bid dated October 7, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **Bower Avenue Sewer and Water Line Replacements**.

#### Description and Scope of Work:

This project consists of installing a new sewer and waterline along Bower Ave. In addition to these pipelines, the active residential water and sewer services will be replaced between the pipelines and the ROW.

The Contract Price of your Contract is **\$317,676.00**.

3 copies of each of the proposed Contract Documents and Drawings accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security Bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01, if applicable).
3. Deliver with the executed Contract Documents the Insurance Certificates as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.03), and the Supplementary Conditions (Paragraph SC-5.04).
4. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	Town of Palisade
	Owner
By:	
	Owner Representative
	Project Manager
	Title

Copy to Engineer

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Town of Palisade, Colorado ("Owner") and  
Skyline Contracting LLC

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Description and Scope of Work: The Town of Palisade ("Town") wishes to undertake a construction project to install a new sewer and waterline along Bower Ave. In addition to these pipelines, the active residential water and sewer services will be replaced between the pipelines and the ROW.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Bower Avenue Sewer and Water Line Replacements.**

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by J-U-B Engineers, Inc ("Engineer")., who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before **TBD**, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **TBD**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$100** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work (according to the Contractors Unit Price Schedule) times the estimated quantity of that item as indicated in this paragraph 5.01.A:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

TOTAL OF ALL ESTIMATED PRICES

**\$317,676.00**

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25<sup>th</sup>** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. **95 percent** of Work completed (with the balance being retainage).
- b. **100 percent** of cost of materials and equipment not incorporated in the Work.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95 percent** of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **150 percent** of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages\_\_ to \_\_, inclusive).

2. Performance bond (pages \_ to \_\_, inclusive).
3. Payment bond (pages \_ to \_\_, inclusive).
4. General Conditions (pages \_ to \_\_ inclusive).
5. Supplementary Conditions (pages \_ to \_\_, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of \_\_ sheets with each sheet bearing the following general title: Peach Bowl Park Pickleball Court Construction
8. Addenda (numbers \_ to \_\_, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_ to \_\_, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Contractor shall be in compliance with and shall hire only subcontractors who are in compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor shall be in compliance with, and shall ensure compliance for all subcontracts in excess of \$2000 with, the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- C. Contractor shall be in compliance with, and shall ensure compliance for all subcontracts in excess of \$2000 with, the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- D. Contractor shall be in compliance with and shall ensure compliance for all subcontracts in excess of \$2000 with, Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
- E. All subcontracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- F. Contractor agrees to comply with all applicable standards orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Further, contractor will contain a provision in all subcontracts in excess of \$100,000 requiring the subcontractor to agree to comply with all applicable standards orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations

shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- G. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- H. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2020 (which is the Effective Date of the Agreement).

OWNER:

Town of Palisade Colorado

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for giving notices:

Town of Palisade Colorado

175 East Third Street

Eckert, CO 81418Palisade, CO 81526

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for giving notices:

License No.: \_\_\_\_\_

(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)





NOTES

1. AERIAL IMAGE IS APPROXIMATE AND FOR ILLUSTRATIVE PURPOSES ONLY.
2. CONTRACTOR RESPONSIBLE FOR DELINEATING STAGING AREA AND PROTECTION OF STAGED MATERIALS.

Plot Date: 8/20/2020 4:11 PM Plotted By: Matthew Fila  
Date Created: 8/20/2020 10:14 PALISADE-CIPUBLICPROJECTS-JUB TOWN OF PALISADE-81-18-003 TOWN ENGINEER-BOWER SANITARY SEWER CAD SHEET 01-18-003-114 C-102.DWG



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

305 Main Street  
Palisade, CO 81526

Phone: 970.208.8508  
www.jub.com

BID SET

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REUSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

REVISION			
NO.	DESCRIPTION	BY	DATE

BOWER SANITARY SEWER AND WATER LINE REPLACEMENT  
TOWN OF PALISADE

STAGING AREAS

FILE: 81-18-003-114\_C-10X

JUB PROJ. #: 81-18-003-114

DRAWN BY: MF

DESIGN BY: ES

CHECKED BY: ES

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 8/20/2020

SHEET NUMBER:

C-102





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*\*Direct Mail to Glenwood Springs*

TO: Palisade Board of Trustees

FROM: Karp Neu Hanlon, P.C.

RE: Ordinance No. 2020-13  
Procurement Policy and Procedures

DATE: October 22, 2020

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The Town does not currently have a formal Procurement Policy from which to operate and such a policy will provide clear guidelines for Town expenditures. Staff looked to Mesa County's Procurement Policy and Procedure as a sample and found it suitable for the Town's needs and something with which area vendors and contractors would be familiar. The enclosed Ordinance No. 2020- 13 is essentially Mesa County's Procurement Policy modified for the Town's organization.

Chapter 4, Article V of the Municipal Code currently contains the Town's disposal of surplus property procedures. Because the Procurement Policy contains those policies in Section 4-86, Ordinance No. 2020-13 repeals Article V and codifies the Procurement Policy in its place.

The main policy change for Board direction is highlighted in Section 4-86 regarding the identification of surplus property. The Code currently states "*Any item of personal property of the Town having a current value of two hundred fifty dollars (\$250.00) or more may be declared surplus by the Board of Trustees, and other property may be declared surplus by the Town Administrator.*" That amount was set in 1996 and is outdated. Rather than consider the current value of the item, which is difficult to ascertain and can be subjective, many communities look at the cost of the item when purchased, which is easier to identify. The jurisdiction we borrowed this language from had \$10,000 as the amount, but we have left it blank in the Ordinance for the Board to fill in with an amount it is comfortable with.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2020-13**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
REPEALING CHAPTER 4, ARTICLE V OF THE PALISADE MUNICIPAL  
CODE AND ADOPTING A PROCUREMENT POLICY AND  
PROCEDURES.**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

**WHEREAS**, Article V of Chapter 4 of the Palisade Municipal Code sets forth the provisions related to the disposition of surplus property; and

**WHEREAS**, Town staff has determined that the adoption of a Procurement Policy and Procedures will provide clear guidelines for Town expenditures; and

**WHEREAS**, the Board of Trustees finds and determines that it is in the interest of the Town to update and amend Article V of Chapter 4 accordingly.

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

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

**Section 2.** Article V, Chapter 4 of the Palisade Municipal Code is hereby repealed and readopted as follows.

**Sec. 4-81. General Provisions**

a) Purpose. The purpose of this Procurement Policy is to

1. Provide for the fair and equitable treatment by the Town of all persons involved in public procurement.
2. Maximize the purchasing value of public funds.
3. Codify and standardize the Town’s procurement rules and regulations for orderly and efficient administration.
4. Provide safeguards for maintaining a procurement system of quality and integrity.
5. Foster effective, broad-based competition within the free enterprise system.

b) Scope.

1. The Procurement Policy applies to the procurement of all goods and services required by the Town irrespective of the source of the Town funds.
2. When the procurement involves the expenditure of state or federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable

local, state or federal laws/regulations as they pertain to the state or federal assistance, grant or contract funds.

3. The Town may at times award pass-through federal funds to eligible community partners for the purpose of providing support for the performance of any portion of the substantive project or program for which the Town receives the award. Sub-awards of federal funds passed through to community partners are subject to this Procurement Policy insofar as goods and services are purchased with the funds and shall comply with the Code of Federal Regulations (CFR) Title 2 - Grants and Agreements.
4. All Town officials and employees are governed by the provisions of this Procurement Policy whether directly or indirectly involved in a procurement transaction. Violation of these provisions is grounds for disciplinary action, up to and including, termination of employment and/or referral for criminal action.
5. The Town is responsible for purchasing high quality goods and services, at a reasonable cost and in a timely manner, through a competitive selection process.
6. The Town is responsible to ensure fair and equitable treatment of all persons involved in providing goods, services and/or construction to the Town.
7. The Town is responsible for maintaining an open and competitive environment to all qualified vendors where sellers have access to Town business and that all procurement actions are conducted fairly and impartially in the best interest of the Town.
8. Competitive sealed bids or competitive proposals shall be used to facilitate contracts with nongovernmental contractors for the purchase or lease of goods and services in accordance with the limitations described herein.

#### **Sec. 4-82. Ethics**

a) Ethical Standards.

1. All Town officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. § 24-18-101, et seq., the rules concerning interests in contracts contained in C.R.S. § 24- 18-201, and the ethics in government provisions applicable to Town officials and employees contained in Article XXIX of the Colorado State Constitution. The Ethical Standards stated in this Section 2.0 are summaries of the statutory and constitutional requirements, and do not supersede the statutory and constitutional requirements. Any official or employee who has a question about whether a specific action is a violation of the Ethical Standards should review the applicable statutes and constitutional provisions cited in this Section 2.0 and/or consult with the Town Attorney.
2. A Town official or employee shall not:

- A. Disclose or use confidential information acquired in the course of his or her official duties in order to further substantially his or her personal financial interests; or
  - B. Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. § 24- 18-104, including, without limitation, any gift with a value in excess of the amount of \$53.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.
- 3. The principles contained in this Section 2.1.3 are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment with the Town:
  - A. A Town official or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he or she has substantive authority.
  - B. A Town official or employee should not, within six months following the termination of his or her office or employment with Town, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims, or contested cases in the consideration of which he or she was an active participant.
  - C. A Town official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.
  - D. A Town official or employee is discouraged from assisting or enabling members of his or her immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the official or employee is in a position to reward with official action or has rewarded with official action in the past.
- 4. To the extent that violations of ethical standards of conduct constitute violations of state or federal laws, sanctions shall be imposed as provided by law.

b) Employee Requirements

Subject to exceptions set forth in C.R.S. § 24-18-201, Town officials and employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former Town employee may not, within six months following the termination of his or her employment, contract or be employed by an employer who contracts with the Town involving matters with which he or she was directly involved during his or her

employment. For purposes of this section, the phrase "be interested in" does not include holding a minority interest in a corporation.

c) Vendor Requirements

1. No bidder, vendor, potential supplier, contractor or subcontractor shall confer upon any public official or employee, participating in a procurement transaction, any payment, loan, subscription, advance, deposit of money, services, present or promised.
2. All bidders, vendors, potential supplier, contractors or subcontractors shall complete a disclosure of interest form to inform of any personal interest of any public official with respect to any Town procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate
3. No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.
4. Architects or engineers contracted by the Town may not furnish building materials, supplies or equipment for any structure on which they are providing professional services.

d) Contemporaneous Employment Prohibited

It is prohibited for any Town employee who is participating directly or indirectly in the procurement process to become or to be, while a Town employee, the employee of any other person contracting with Town.

e) Conflict of Interest Waiver

1. The conflict or financial interest has been disclosed;
2. The employee will be able to perform their procurement function without actual or apparent bias or favoritism, and without a violation of state or federal law; and
3. The award will be in the best interests of the Town.

f) Remedies and Consequences of Breach

The value of anything transferred or received in a breach of ethical standards will be recoverable by the Town from the recipient in accordance with due process requirements and existing law.

**Sec. 4-83. Authority.**

a) Town Board of Trustees

The Town Board of Trustees shall establish the policy for all procurement conducted by Town government.

b) Town Administrator

The Town Administrator is responsible for ensuring compliance with the Procurement Policy.

c) Department Directors

Department Directors shall be delegated purchasing authority and responsibility as set forth. Department Directors may delegate purchasing authority to Department staff as required.

**Sec. 4-84. Expenditure Approval and Source Selection Requirements.**

The following table reflects expenditure approval and source selection requirements:

**Table 4.0**

Expenditure Amount	Expenditure Approval Level	Source Selection
Less than \$3,000	Department Director	No competitive bid required
\$3,000 - \$14,999	Town Administrator	No competitive bid required
\$15,000 - \$100,000	Board of Trustees	Documented, competitive bid from at least three (3) sources
Greater than \$100,000	Board of Trustees	Formal, advertised bid (IFB or RFP)

Table Notes:

- Town staff will exercise due diligence to ensure competitive pricing for all purchases.
- All thresholds above are per transaction not per item.
- Adequate current year budget appropriation required for all purchases.
- Expenditures involving Town facilities including leases, rentals, maintenance, furniture, computer and phone equipment, or vehicles must be coordinated with Facilities, Finance and/or IT Departments.
- Expenditures involving insurance purchases or services require Risk Management, Town Attorney and Board of Trustee approval.
- Expenditures involving legal purchases or services require approval from the Town Administrator.

a) Purchasing Agent

The Purchasing Agent is responsible for:

1. Purchasing high quality goods and services at reasonable cost in a timely manner;
2. Maintaining an open and competitive environment to ensure that qualified buyers and sellers have access to Town business and that purchasing actions are conducted fairly and impartially in the best interest of the Town; and



3. Documenting the source selection file when an Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Qualifications (RFQ) process is required. Each file will contain a copy of the bid or proposal solicitation, a copy of the advertisement, copies of the bids or proposals received from potential vendors, and a bid or proposal analysis sheet that justifies the selection process. The requesting Town Department shall maintain a file, per retention schedules, after award that includes contracts, purchase orders and relative bid or proposal documents.
- b) Source Selection.
1. Purchases less than \$3,000 for Department Director and \$3,000-\$14,999 for Town Administrator
  2. No competitive process is required. Town staff will exercise due diligence in purchasing goods or services to ensure competitive pricing.
  3. Purchases between \$15,000 and \$100,000  
Documented competitive bids from at least three (3) separate sources required. All purchases require Board of Trustee approval.
  4. Purchases greater than \$100,000  
Competitive source selection (IFB or RFP) process required.
  5. In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected.
- c) Documented Competitive Bids or Competitive Source Selection.
1. In competitive bidding pursuant to Section 4.2.2, the following shall be required, as applicable:
    - A. Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered;
    - B. The project description that includes the Specifications and/or Scope of Work (SOW) and all drawings;
    - C. The basis of award, delivery, or performance schedule, and inspection and acceptance requirements;
    - D. The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the Town Attorney; and
    - E. A schedule of all applicable deadlines and key dates.
  2. The procurement of goods or services exceeding an estimated annual expenditure of \$100,000 must be competitively solicited through a sealed Invitation for Bid (IFB) or Request for Proposal (RFP) process that is conducted by and/or coordinated with the Purchasing Department.

3. Colorado Statute 43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor's bond.

d) Sole Source Procurements

If a competitive process is required, as noted in Section 4.2, a purchase order or a contract may be awarded without competition when the Town Board of Trustees determines, after conducting a good faith review of available sources, that there is only one feasible or practical source for the required goods or services. The Town Administrator, with the assistance from the Director of the requesting department, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

e) Invitation for Bids (IFB)

An IFB is the formal process used to solicit competitive, sealed bids from qualified vendors for goods, and in some cases for services, when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.

1. Requirements of an IFB

In consultation with the responsible Department, the Purchasing Agent will prepare and publish an IFB solicitation package that shall, at minimum, include:

- A. Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered;
- B. The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the Town Attorney;
- C. Accurate and thorough description of the Specifications and/or Scope of Work (SOW) and any drawings;
- D. The basis of award, delivery, or performance schedule, and inspection and acceptance requirements; and
- E. A schedule of all deadlines and key dates.

2. Competitive sealed bids shall be publicly opened in the presence of one or more witnesses at the time and place designated in the bid document. The amount of each bid, and other relevant information as deemed appropriate, shall be recorded. This record, as well as each bid received, shall be available for public inspection. Bids submitted by fax or other electronic media are considered to be sealed bids if the IFB document permits such submittals. Such electronically submitted bids shall be presented at the time and place of the IFB opening and given equal consideration.
3. All bids shall be unconditionally accepted without alteration or corrections, except as specifically authorized elsewhere in these procedures. Bids shall be evaluated based on the requirements set forth in the IFB document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose.

Potential suppliers responding to an IFB may be contacted by the Purchasing Agent prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements. The Town can only use information submitted as a part of the suppliers IFB response to evaluate the merits of the quotation submitted.

f) Request for Proposals (RFP)

A RFP is the formal process used to solicit proposals from qualified vendors for services, and in some cases for goods, when the specifications are a desired outcome and recommendations about how to achieve that outcome are requested. The terms of the proposals upon submission are open to negotiation.

1. Requirements of an RFP

In consultation with the responsible Department, the Purchasing Agent will prepare and publish an RFP solicitation package that shall, at minimum, include:

- A. Instructions and information to the proposer concerning proposal submission requirements, including the time and closing date and the address of the office to which proposals are to be delivered;
  - B. The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the Town Attorney;
  - C. Accurate and thorough description of the Specifications and/or Scope of Work (SOW), any drawings, and any insurance/bonding requirements;
  - D. The evaluation factors and their relevant importance, and
  - E. A schedule of all deadlines and key dates.
2. The source selection process for RFP's is the same as identified for IFB's and RFQ's with two (2) exceptions:
- A. The register that is prepared, containing information on the proposals received and other associated information, shall not be disclosed until after award of the contract.
  - B. The identity of competing supplier's, and the associated information derived from their RFP response, shall not be disclosed to any competing RFP respondent prior to award of the contract. After award of a contract, information received from all vendors who responded to the RFP shall be considered public information and shall be made available for public review.

g) Request for Qualifications (RFQ)

An RFQ is the formal process to solicit statements of qualifications of potential service providers.

1. Requirements of an RFQ

In consultation with the responsible Department, the Purchasing Agent will prepare and publish an RFQ solicitation package that shall, at minimum, include:

- A. Instructions and information to the potential supplier concerning submission requirements, including the time and closing date and the address of the office to which responses are to be delivered.
- h) Public Notice of IFB, RFP, or RFQ  
In cases where an IFB, RFP or RFQ is used, adequate public notice through advertisement in newspaper(s) of general circulation is required. Reasonable time shall be given to allow potential suppliers an opportunity to respond to the respective IFB, RFP or RFQ document. Public notices for construction work must be published fourteen (14) days prior to the date set forth for the opening of such IFB, RFP or RFQ. Such public notice shall state the place, date, and time of the IFB, RFP or RFQ opening. Advertisement in additional publications is optional.
- i) Exceptions to Competitive Selection Requirements  
The following are exempt from competitive source selection:
  - 1. Notwithstanding any other provisions of the Town Procurement Policy, the Town Administrator may make, or authorize others to make, emergency procurements of goods or services up to an expenditure limit of \$50,000, when there exists a threat to public health, welfare or safety, and:
    - A. The emergency procurement is made with as much competition as is practical under the circumstances;
    - B. Sufficient budgeted and appropriated funds are available; and
    - C. The emergency purchase is placed on the next regularly scheduled Town Board of Trustees meeting for ratification.
  - 2. Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
  - 3. Governmental agency agreements that facilitate payments (or reimbursements) between Town and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Town receives goods, services, or other values there under. (i.e. emergency search & rescues, cities, counties, public education institutions, etc.)
  - 4. Mileage and personal reimbursements to Town officials or employee or individuals for expenses paid out-of-pocket as stated in the Town Employee Handbook.
  - 5. Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
  - 6. Education and training fees paid for training of Town officials or employees.
  - 7. Expert witness and transcript services for the Town Attorney, Prosecuting Attorney, or Police Chief.
  - 8. Rent payments or leases for equipment, buildings, vehicles that are established by a negotiated and approved contract.

9. Telephone bills.
  10. Utility bills for electrical, water, natural gas, and sewer services that are regulated by pricing schedules controlled through the Colorado Public Utilities Commission or other governmental entity.
  11. Licensed professionals such as attorneys, specialty engineers, architects, surveyors, and medical professionals.
  12. Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
  13. Perishable items that have a limited useful shelf life or are date sensitive.
  14. Goods or services available from recognized multi-agency contracting groups, such as Western States Contracting Alliance (WSCA).
  15. Goods or services that are available via prior awarded bid to a governmental entity in the state of Colorado.
  16. Goods or services that are ordered to be immediately purchased or performed by judicial authority.
- j) Waiver of Competitive Source Selection Requirements
1. Requirements outlined in these procedures may be waived by the Town Board of Trustees when the same or similar supply or service has been put out to bid by the Town (or other Government entities) within the last six (6) months.
  2. The competitive source selection process may be waived by the Town Board of Trustees or the Town Administrator upon a determination that the IFB or RFP requirements would cause undue delay or hardship for a Town Department, a delay contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Town.
- k) Cancellation of IFB, RFP or RFQ
- An IFB, RFP, RFQ or other type of solicitation initiated by Town may be canceled, or a solicitation response by a vendor may be rejected in whole or in part as specifically identified in the solicitation document or when it is in the best interest of the Town. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any response to a solicitation issued by the Town may be rejected in whole or in part when in the best interest of the Town.
- l) Withdrawal of Bid
- Withdrawal of a bid by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a bid or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made.
- m) Award of Contract
- Any contract or purchase order shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value bidder, which may

not necessarily be the lowest-price bidder being selected. In the event that all bids received exceed available funds, the Purchasing Agent is authorized, in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price and/or the Scope of Work.

n) Bid Preference for Mesa County Resident Bidder

1. For the purposes of this section, a Mesa County resident bidder is defined as a business, individual, union, committee, club, organization or group of individuals which maintains a place of business and resident employees in Mesa County, Colorado.
2. When an award of a contract for goods or services is pending following a formal bid process, a resident Mesa County bidder shall be allowed a preference against a non-resident bidder equal to the preference given or required by the state or county or city in which the non-resident bidder resides.
3. In the event a resident Mesa County bidder desires to avail itself of this preference, the resident bidder must reasonably demonstrate to the Town Administrator in writing the preference given or required of the non-resident bidder's state or county or city. At the time of the bid opening or closing date for receipt of proposals, but before the award of the Contract, if it appears that a non-resident bidder and resident bidder(s) are among the three (3) most likely to have their bids or proposals accepted and the apparent lowest bid or proposed price has been submitted by a non-resident bidder, the Town Administrator shall announce a reasonable period of time (not to exceed five (5) business days) for the resident bidder(s) to provide written information on the preference given or required by the non-resident bidder's state or county or city. If deemed to be in the best interest of the Town, the Town Administrator may waive the process documented in this section.
4. If it is determined by the Town Administrator that awarding a contract in compliance with the preference guidance in this section may cause denial of federal or state money which would otherwise be available, would otherwise be inconsistent with requirements of federal or state law, or cause delays in procurement action that would be perceived to compromise public safety, the resident preference in this section shall be suspended.
5. In order to maximize the participation of Mesa County resident bidders in Town bidding activities, the Purchasing Agent shall endeavor to reach out to resident bidders by maintaining contact with business groups within Mesa County (i.e. Chambers of Commerce, Contractors Associations, etc.) concerning contracting opportunities with the Town.

o) Bid Protests, Claims, Remedies, and Non-responsibility

1. Any bidder, submitter of a proposal, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. Protestors shall initially seek resolution of their complaints with the Town Administrator. A protest with respect to

an IFB, RFP or RFQ shall be submitted in writing prior to the opening of solicitations or the closing date of solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals.

2. The protest shall be submitted in writing to the Town Administrator within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, the Town Administrator shall call the matter to the Town Administrator's and the Town Board of Trustee's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.
3. If prior to or after the bid opening or the closing date for receipt of proposals, the Town Administrator determines that a solicitation is in violation of state or federal law, the solicitation or proposed award shall be canceled or revised to comply with applicable law.
4. If after an award the Town Administrator determines that a solicitation or award of a contract was in violation of applicable law, the contract is void.
5. If for any reason, collusion or other anticompetitive practices are suspected among bidders or submitters of proposals, a notice of the relevant facts shall be transmitted to the Town Attorney's Office, which then may be transmitted to the Colorado Attorney General and/or the Mesa County District Attorney.

p) Specifications and Scope of Work

Specifications and Scopes of Work (SOW) serve as the basis for the procurement process which includes planning, method of source selection and contract administration. Specifications and Scopes of Work identify the nature and work to be done so that a bid or proposal can be tailored accordingly. All Specifications and Scopes of Work shall be prepared to promote overall economy and encourage maximum competition in satisfying the Town's requirements.

1. Specifications emphasize the functional or performance criteria required to meet the Town's needs. Specifications are used in connection with IFB's where contract award is determined on the basis of the most responsive, responsible and best-value bid or offer.
2. Scope of Work is a written description that identifies the result that the Town seeks to achieve upon contract completion. The Scope of Work is primarily used in conjunction with RFP's to provide a clear, accurate, and complete description of the work to be performed. The Scope of Work in the resulting contract defines what the Town expects from the Contractor and what the Contractor will expect from the Town.

q) Brand Name or Equal Specification

Because the use of a brand name specification is restrictive, it may only be used when the brand name will satisfy the Town's needs, and:

1. No other design, performance specification or qualified product list is available;
  2. Time does not permit the preparation of another form of product description;
  3. The nature of the product or the nature of the Town's requirements makes use of brand name or equal specification suitable for the procurement; and
  4. It is in the Town's best interest due to compatibility with existing products.
- r) Non-restrictive use of Brand Name or Equal Specification  
When a brand name or equal specification is used in a bid document the bid document shall include language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

**Sec. 4-85. Contract Administration.**

- a) Contracts include Purchase Orders, Contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and Procurement Card (P-Card) transactions that are used to acquire goods or services.
- b) Contract Approval
- |                     |                     |
|---------------------|---------------------|
| \$0 - \$2,999:      | Department Director |
| \$3,000 - \$14,999: | Town Administrator  |
| \$15,000 or more:   | Board of Trustees   |
1. All contracts and agreements must include the Town's standard contractual terms as approved by the Town Attorney.
  2. Annual contracts may include four (4) one (1) year extensions.
  3. Multi-year contracts must be approved by the Board of Trustees and are subject to annual appropriation.
  4. Contracts and agreements shall not contain an evergreen clause that allows automatic extension without formal, written consent from the Town Administrator or Board of Trustees, depending on the contract amount.
- c) Professional Service Contracts
1. Professional Services Contracts, including the initial term and all available extension options, shall not exceed sixty (60) consecutive months unless approved by the Town Board of Trustees.
  2. Exceptions to Professional Services Contract terms:
    - A. Long term agreements with other government entities
    - B. Licensing agreements
    - C. As agreed to by the Town Administrator and the Town Board of Trustees



d) Change Orders to Professional Services and Capital Construction Contracts

1. Professional Services and Construction contracts shall contain a defined procedure to document any change to the scope of work. The Town Contract Administrator identified in the contract shall be responsible for documenting the change and any resulting changes in the contract value. Contracts shall contain instructions which define the manner in which changes are documented.
2. The contract's identified Town Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.
3. The contract's identified Town Contract Administrator may incorporate changes that increase the scope of work and/or the contract price with the following exceptions:
  - A. Proposed change exceeds the expenditure approval set forth herein.
4. Exceptions identified in 5.3.3(A) require that the Board of Trustees be briefed by the Contract Administrator and that the Board of Trustees must provide approval prior to any work beginning on any tasks associated with the Change Order under consideration. In the event the Board of Trustees does not approve the proposed Change Order(s) the additional work will either not be authorized by the Town or the additional scope of work may be subjected to a competitive source selection process on a stand-alone basis.

e) Change Order Exceptions

In the event the policies and procedures cited above do not serve the best interests of the Town for a specific contract, the contract's identified Contract Administrator may propose an alternative solution to the Town Board of Trustees for the specific contract only.

f) Contract Claims

All claims by a contractor against Town relating to a supply contract, except bid protests, shall be submitted in writing to the Town Administrator for a decision. The contractor may request a conference with the Town Administrator on the claim. Claims include, without limitation, disputes arising under a supply contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

g) Authority to Settle Bid Protests and Contract Claims

The Town Administrator is authorized to settle any protest regarding the solicitation or award of a Town supply contract, or any claim arising out of the performance of a Town supply contract prior to an appeal to the Town Board of Trustees or the commencement of an action in a court of competent jurisdiction.

1. The Town Administrator will review the contract claim and a written decision shall be promptly issued. The decision shall state the basis for the decision reached and shall inform the contractor of their appeal rights.

2. The Town Administrator's decision shall be final unless a written appeal is delivered to the Town Board of Trustees within seven (7) business days from the date of the receipt of the Town Administrator's decision.
3. If the Town Administrator does not issue a written decision regarding any controversy within twenty (20) business days after written request for a final decision, or within a longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

**Sec. 4-86. Disposal of Surplus Property.**

a) The final step in the procurement cycle is the disposal of surplus or obsolete items when it has been determined that these items have reached the end of their useful life to the Town. Any item of personal property must be designated as surplus before it may be sold. Personal property purchased by the Town at a cost of \_\_\_\_\_ dollars (\$ \_\_,000.00) or more must be declared surplus by the Board of Trustees. The Town Administrator may declare all personal property purchased by the Town at a cost of less than \_\_\_\_\_ dollars (\$ \_\_,000.00) to be surplus, but nothing in this Section shall prohibit the Town Administrator from referring surplus designation decisions on such property to the Board of Trustees. The Town Administrator shall destroy, dispose of, trade, solicit bids, sell, or auction surplus property purchased by the Town at a cost of less than \_\_\_\_\_ dollars (\$ \_\_,000.00) under the most cost-effective and beneficial option as determined by the Town Administrator in his or her sole discretion to obtain the best value from the market considering staff resources.

b) The following methods of disposal may be utilized, upon approval of the Town Administrator, to repurpose, recycle or dispose of surplus or obsolete items when it is in the best interest of the Town to do so:

1. Transfer items to another Town Department.
2. Sell items to the highest bidder at advertised public or online auctions after a minimum of ten (10) days notice in the newspaper of current local circulation.
3. Donate items to other governmental entities or nonprofit organizations.
4. Salvage or recycle scrap items and deposit proceeds back into the Fund in which the property originated.
5. Town sponsored Surplus Property Sales.

c) In the event that no monetary offers are received the Town Administrator may negotiate a sale, donate it to any person or entity, or dispose of it in any manner the Town Administrator deems fit.

d) Town employees may bid on surplus property at advertised public auctions or sales, however, Town employees may not purchase surplus property through a negotiated sale of any type.

- e) The disposal of surplus property must be approved by the Town Administrator and coordinated through the Finance Department.
- f) The Town Administrator shall report to the Board of Trustees within thirty (30) days of disposition the manner and terms of all completed dispositions of surplus property.

**Sec. 4-87. Definitions.**

For the interpretation of this Article, the following words and terms shall be construed as follows:

AWARD is the acceptance of a quote or proposal by the execution of a written agreement.

BIDDER is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.

TOWN BOARD OF TRUSTEES is the Town board of elected officials (acting in any legal capacity) pursuant to Palisade Municipal Code SEC 2-22.

BRAND NAME OR EQUAL SPECIFICATION is a bid specification that identifies a particular manufacturer's product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Town requirements and allows vendors to submit equivalent products.

BRAND NAME SPECIFICATION means a bid specification limited to a particular manufacturer's brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. Town efforts to gain efficiencies through standardizing on certain brand of products justify the use of a brand name specification in a bid solicitation.

TOWN ADMINISTRATOR as defined in Palisade Municipal Code Sec. 2-55 or his or her designee.

CONTRACT includes Purchase Orders, Contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and Procurement Card (P-Card) transactions that are used to acquire goods or services.

CONTRACTOR is any person or company having a contract with Town.

DIRECT OR INDIRECT PARTICIPATION is the involvement rough decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

FINANCIAL INTEREST is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business.

GRATUITIES are a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.

IMMEDIATE FAMILY is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in-law and step relationships.

INVITATION FOR BID (IFB) is the formal process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available.

PROCUREMENT is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the Town. Though the terms “Procurement” and “Purchasing” are often used interchangeably, “Purchasing” is only one phase of the procurement cycle.

Procurement consists of:

- Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
- Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
- Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.

PROCUREMENT PROCESS is the series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.

PURCHASING AGENT is the Town agent(s) authorized to procure items and services via agreed upon procedures, whether decentralized or centralized.

REQUEST FOR INFORMATION (RFI) is a written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the Town for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the Town to purchase such goods or services.

REQUEST FOR PROPOSAL (RFP) is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Town based on the contractor’s interpretation of the RFP specifications and statement of work.

REQUEST FOR QUALIFICATIONS (RFQ) is the formal process for the Town to solicit statements of qualifications of potential service providers allowing potential service providers an opportunity to make representations concerning services they render; without any obligation on the part of the Town to purchase such services.

SCOPE OF WORK (SOW) describes the specific service requirements and expectations applicable to a contractor concerning particular goods and/or services being procured by the Town. The SOW identifies responsibilities of both the Town and the Contractor.

SERVICES are the furnishing of labor, time, materials, tools and/or equipment by a contractor which involves the delivery of a specific end result related to the performance criteria in the contract.

SPECIFICATION is any description of the physical or functional characteristics or description of the unique nature of a product or service.

SURPLUS PROPERTY is any Town owned property that is no longer function (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any Town Department.

TOWN is the Town of Palisade, Colorado

**INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY TITLE**, at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on October 27, 2020.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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