



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

December 10, 2024

6:00 pm Regular Meeting

A live stream of the meeting may be viewed at:

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

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
 - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
 - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7th Street):**
 - 1. **Tourism Advisory Board** – Wednesday, December 18, 2024, at 9:00 am
 - 2. **Planning Commission** – Tuesday, January 7, 2025, at 6:00 pm
 - 3. **Board of Trustees**– Tuesday, January 14, 2025, at 6:00 pm
 - C. **TOWN HALL WILL BE CLOSED** on Tuesday and Wednesday, December 24-25, 2024, and January 1, 2025, in observance of the holidays.
 - D. **PALISADE LEAF PICK-UP** will continue through December 13, 2024 – weather permitting. The leaf-vac may be damaged if it picks up wet or frozen leaves.
- VI. **PRESENTATIONS**
 - A. **Mesa County Federal Mineral Lease**

VII. TOWN MANAGER REPORT

A. 2025 Edesia Wine Dinner

- Saturday, April 5, 2025, 5:00 pm – 8:30 pm - \$1,200 for a table of 8 or \$150 per seat

B. Palisade Fire Department's New Brush Truck has arrived

C. Connecting Communities Sidewalk Project Presentation

VIII. CONSENT AGENDA

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

A. Expenditures

- Approval of Bills from Various Town Funds – November 2, 2024 – November 27, 2024

B. Minutes

- Minutes from November 12, 2024, Regular Board of Trustees Meeting

C. RESOLUTION 2024-32 – Setting the Time, Place, and Posting Location for Public Meetings

I. NEW BUSINESS

A. Contract Extension for Mountain Groove Productions

The Board of Trustees will consider extending the contract for the Palisade Bluegrass & Roots Festival with Mountain Groove Productions through 2029.

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

Approve, deny, or postpone (until January 14, 2025), extending the contract for the Palisade Bluegrass & Roots Festival with Mountain Groove Productions through 2029.

B. Resolution 2024-33 – Fire Department AFG Grant Support

The Board of Trustees will consider Resolution 2024-33 supporting an application for an Assistance to Firefighters Grant to purchase a new ladder truck.

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

Approve, deny, or postpone (until January 14, 2025), Resolution 2024-33 supporting an application for an Assistance to Firefighters Grant with an \$80,000.00 match to purchase a new Fire Apparatus.

C. ORDINANCE 2024-09 – Municipal Code Amendment to Chapter 10, Article X

The Board of Trustees will consider an amendment to the Palisade Municipal Code regarding the composition of the Tourism Advisory Board.

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

Approve, deny, or postpone (until January 14, 2025), Ordinance 2024-09 amending Palisade Municipal Code Chapter 10, Article X regarding the composition of the Tourism Advisory Board.

D. Crack Sealing of Town Streets

The Board of Trustees will consider directing the Town Manager to enter into contract with Valley Wide Paving for street maintenance.

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

Approve, deny, or postpone (until January 14, 2025), directing the Town Manager to enter into contract with Valley Wide Paving to perform crack-sealing throughout the Town of Palisade for an amount not to exceed \$28,900.00 from the Streets Budget.

II. PUBLIC COMMENT

All those who wish to speak during public comment must sign up on the sheet provided outside the boardroom doors. Please keep comments to 3 MINUTES OR LESS and state your name and address. Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting; however, the Board reserves the right to clarify information from comments that are factually incorrect.

III. COMMITTEE REPORTS

IV. ADJOURNMENT

Current Capital Construction Project List**Waste-Water Consolidation to Clifton** **\$24 million**

- Project has officially started with kick-off meeting August 30
- Working with local bank on construction loan documents for \$24million
- Meetings with businesses affected by rate increase – October 2024
- Board of Trustees Resolution for rate change October 2024
- Engineering Design estimate 1.5 years – 9.2023 – 3.2025
- Easement acquisitions estimate 1.5 years - 9-2023 – 3.2025
- Winter Construction (canal drained) – Fall 2025 – Fall 2026
- Abandonment of existing lagoons – 1 year – Summer 2026 – 2027

DOLA Grant – Engineering Waste-Water Consolidation **\$1 million**

- Received grant to match Town \$1 million for the required contribution to the Engineering Design of the Waste-water project

Roundabout Highway 6 – CDOT **CDOT**

- The engineer design work is completed and CDOT finalizing
- CDOT estimated construction start is late fall of 2025
- This is a CDOT project – the Town is participating with bike delineators, landscaping, and street lighting.

TAP Grant Sidewalks – 80% Grant – 20% Town **\$1 million**

- Project changed with roundabout and multi-use paths with this project
- TAP grant sidewalks now from Cresthaven to High School
- 100% designed & CDOT approved
- Land acquisition complete – 3 property purchases –
- Land acquisition estimated cost: \$81,550 CDOT grant covers, any cost over this amount Town covers, possible 20%
- Request for bids was advertised and town accepted bid from United. Construction to be completed this winter.

Multi-Modal Sidewalk Grant Award for Elberta – 1st Street to Wine Cty Rd. \$2 million

- Town awarded \$1.8 million in grant funds from CDOT for multi-modal path
- Town match 20% at \$200,000
- Includes 2 bridges over canal
- RFQ for Design Engineering submitted to CDOT for approval
- JUB Design/Engineering Complete and in review with CDOT.

Troyer Sewer Lift Station

- DOLA grant 80% - Town 20% - total \$346,645.00
- Engineering Complete – Pump Purchased
- Hired Contractor August 8, 2024
- Construction November 2023 – February 2024
- Waiting on Xcel to install power 12/2024.

Land Use Code Update

- DOLA grant \$20,000 - Town \$20,000 total \$40,000
- This project is updating various land use codes to meet Town needs
- Project began Summer 2024 and continue to completion schedule Spring 2025

Connecting Community Sidewalk Project \$150,000

- Construction has started throughout old town.
- Schedule to be complete by April 30, 2025 if not sooner.

From: [Martha Graf](#)
To: [Keli Frasier](#)
Subject: Edesia/Marillac Wine Dinner 2025 - Invitation
Date: Monday, December 2, 2024 9:15:33 AM
Attachments: [image.png](#)
[Outlook-wleymd1t.png](#)

Hello Keli,

**Time to make plans for Edesia and supporting Marillac!
Thank you for your past support at the Wine Dinner; we hope you can
attend and support again!**

**This year, Chef Chad Griffith of Wine Country Inn is inspired to create
culinary experience built around the culture and tastes of Hawaii!**

He is building the wine list first, then pairing the courses next.
We expect a final menu in late January after he experiments and tastes.

We hope you and your crew will join us again!

**Saturday, April 5, 2025
5:00 - 8:30 pm
Wine Country Inn Ballroom**

We are keeping table and seat prices the same as in the past few years:
\$1200 for a table of 8 or \$150 per seat, and as always,
**your support goes to providing high-quality health care for Marillac
patients.**

Purchase tables or tickets [online here](#), or if you prefer an invoice, respond
to this email and I'll be happy to send one in January.



Martha Graf, Development Specialist *she/her*

970-200-1628

Marillac Annex 602 Bookcliff Ave. Grand Junction, CO 81501

Martha.Graf@marillachealth.org

www.MarillacHealth.org

Marillac Call Center: 970-200-1600 (New patient enrollment, scheduling, general information)



MarillacHealth

Committed to a healthier you.

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PALISADE BOARD OF TRUSTEES

Meeting Date: December 10, 2024

Re: Consent Agenda

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

Included in the consent agenda are:

A. Expenditures

- Approval of Bills from Various Town Funds – November 2, 2024 – November 27, 2024

B. Minutes

- Minutes from November 12, 2024, Regular Board of Trustees Meeting

C. RESOLUTION 2024-32 - Setting the Time, Place, and Posting Location for Public Meetings



PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: December 10, 2024

Presented By: Jim Neu, Town Attorney / Troy Ward, Director - Parks, Facilities, Events

Department: Special Events

Re: Palisade Bluegrass Festival Services Agreement

SUBJECT:
Palisade Bluegrass Festival Services Agreement

SUMMARY:
The Palisade Bluegrass and Roots Festival continues to be a successful and well-loved festival for the Town of Palisade. For the past 15 years, Mountain Groove Productions (MGP) has been paramount in this perpetual success. The Town first entered into a multiyear contract with MGP in 2022. Prior to that, the contract had to be renewed each year. Town staff is requesting that their term be extended through 2029 to provide continuity and allow MGP to invest further resources into the Festival.

BOARD DIRECTION:
Give direction to the Town Manager to sign the Palisade Bluegrass Festival Services Agreement with Mountain Groove Productions through 2029.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into effective this 10th day of December 2024 by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the “Town”), and MOUNTAIN GROOVE PRODUCTIONS, INC., a Colorado corporation (“Contractor”).

WHEREAS, the Town and Contractor entered into that certain Agreement for Professional Services dated November 15, 2022 for Contractor to produce and operate the Palisade Bluegrass and Roots Festival (the “Festival”) as an independent contractor for the years 2023, 2024, and 2025 (the “Initial Agreement”); and

WHEREAS, to provide continuity for the Festival, the Town desires to engage Contractor to produce and operate the Festival for additional terms as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **Exhibit A**; and

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

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

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

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

2. Compensation. Contractor shall be fully responsible for producing and operating the Festival and the Town shall commit no financial resources unless separately agreed to in writing. Contractor’s compensation for the Services shall be the net proceeds of the Festival; provided, however, Contractor shall pay the Town \$10.00 per ticket sold for an individual attendee, which includes: 3-day ticket, 3-day plus camping ticket, 3-day plus premium camping ticket, Friday ticket, Saturday ticket, Sunday ticket or any other variation of ticket offered for sale per individual attendee.

3. Term. The Term of this Agreement shall be for the 2025, 2026, 2027, 2028 and 2029 Festivals to be held in June each year. The Parties will thereafter negotiate in good faith for a continuation of the Services by Contractor for an additional Term.

4. Outside Support Services and Sub-Contractor. Contractor shall be responsible for all outside support services and related contracts in performing the Services.

5. Ownership of Palisade Bluegrass and Roots Festival. Contractor acknowledges that the Town fully retains its ownership of all intellectual property related to the Palisade Bluegrass and Roots Festival and Contractor is only performing the Services pursuant to the terms and conditions of this Agreement under the Town's ownership of the Festival.

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

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

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least Two Million Dollars (\$2,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

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

c. Terms of Insurance.

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

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

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

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

10. Termination.

- a. Generally. 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 by July 1st of the year prior to the next Festival.
- 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. Contractor shall not perform any additional Services following receipt of the notice of termination.

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

12. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

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

14. 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.*

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

16. Assignability. Because of the personal nature of the Services under this Agreement for which Contractor was selected to perform, Contractor shall not assign this Agreement without the Town's prior written consent; provided, however, Contractor may form an corporate entity with Amy Kimberly Kaiser and Josh Behrman as principals and assign this contract to that entity.

17. 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.

18. 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.

19. 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.

20. 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.

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

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

If to Contractor: Mountain Groove Productions, Inc.
659 Medicine Bow Road
Aspen, Colorado 81611

22. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

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

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

TOWN OF PALISADE, COLORADO

By: _____
Town Administrator

ATTEST:

Town Clerk

MOUNTAIN GROOVE PRODUCTIONS, INC:

By: _____
Amy Kimberly Kaiser

By: _____
Josh Behrman

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EXHIBIT A
SCOPE OF SERVICES

PALISADE BLUEGRASS AND ROOTS FESTIVAL
PERFORMER AND PRODUCTION MANAGEMENT SERVICES

TASK LIST

Contractor shall perform the tasks on the Palisade Bluegrass and Roots Festival Task List attached to this Agreement to ensure a consistent festival similar to past years, some of which are more fully set forth below. These tasks are a minimum and are encouraged to be exceeded and improved upon. Contractor should work with the noted vendors unless impracticable. Contractor shall also fully comply with those obligations assigned to Contractor in the Town of Palisade Duties attached to this Agreement to ensure successful coordination with the Town. To the extent the Town performs any duties for the Festival beyond preparing and caretaking of Riverbend Park, it is doing so only as a courtesy to benefit the Festival and not as an annual obligation upon which Contractor can rely. The parties will meet prior to the Festival with sufficient time to coordinate tasks to ensure that they are all satisfied.

SCHEDULE/TICKETS

The Palisade Bluegrass and Roots Festival (“Festival”) will be held at Riverbend Park in the Town of Palisade in June each year, Friday through Sunday. Contractor shall meet with the Town to confirm the dates of the Festival by August 31st of the prior year. Contractor shall restrict ticketing to 3,500 attendees per day and ticket pricing shall be comparable to similar regional festivals such as Pagosa Folk ‘N Bluegrass or Pagosa Four Corners Folk Festival. Ticket pricing shall be confirmed with the Town by October 31st of the prior year.

SCOPE OF SERVICES

Contractor agrees to provide the Town with the specific professional services relating to producing and operating all aspects of the Festival and performer and production management including the following:

Performer Recruitment Hiring & Management

- Talent Negotiations
- Contracts
- Performer Payment
- Special camping jam
- Scheduling
- Travel
- Hospitality
- Coordinate accommodations
- Green Room
- Performer Guests
- Performer Inquiries

Workshops Schedule

Stage and Productions

- Stage and Equipment Acquisition
- Construction/Installation
- Back Stage Tent
- Back stage gate /volunteers for backstage gate
- Green Room
- Emcee's
- Lights
- Aesthetics for Stage
- Stage Giveaways

Backstage Coordinators

Co-promotion and facilitated marketing

- Distribute marketing pieces through marketing database
- Press releases and press contacts

Collaborative Planning with Town Staff

- Regular meeting to discuss festival development
- Input on marketing, design, operations, layout, pricing and additional events
- Green Event Practices for Site Operations

Finance

Contractor shall be responsible for all financial matters for the Festival, including all subcontracts for services, accounting services, master ticket book control, Pay Pal deposits, credit card handling, on-site ticket staff, telephone inquiries, email inquiries, banking, local bank relations and staff, liquor licensing, vendor licensing and contracts, telephone inquiries, establishing a comp/guest list, providing a vendor coordinator, ticket staff coordinator, and beverage staff coordinator.

Marketing

Contractor shall be fully responsible for and actively market the Festival in a similar manner and scope in the past, or better, including online, posters, programs, radio, newspaper, artwork, interviews, photographer, live festival posts, etc.

Box office/Ticket sales

Contractor shall contract with Afton Ticketing and assume the Town's existing obligations with Afton Ticketing, if any; provided, however, Contractor may contract with a ticketing vendor of its choice if no existing contract obligations exist for the Town.

Bar

Contractor shall set up and operate the Bar at the Festival in a substantially similar manner as prior years with similar offerings and prices. Contractor shall approach local non-profits to volunteer to serve alcohol as in years past, with tips or other compensation negotiated by Contractor going to the non-profit in its discretion. Contractor may utilize paid staff to

supervise the Bar, and if no arrangements can be made with local non-profits, utilize paid staff to serve alcohol. Contractor shall obtain and comply with all terms and conditions of the liquor license issued for the Festival, including alcohol server trainings.

Local Vendors and Suppliers

Contractor shall only utilize Palisade Brewery, Peach Street Distillery and local Grand Valley wineries for beer, wine and liquor sales at the Festival. Contractor shall not sell any alcohol produced outside of the Grand Valley.

Festival Vendors

Contractor shall be fully responsible for soliciting, vetting and selecting food and merchandise vendors for the Festival in a similar number and variety as in past festivals. The Town will provide Contractor a list of prior loyal vendors.

Festival Merchandise

Contractor shall contract for all Palisade Bluegrass and Roots Festival merchandise in similar styles and quantities of past years and modify them to satisfy evolving customer preferences.

Festival Activities

Contractor shall provide or contract for the ancillary activities at the Festival similar to past years, such as:

- Paddleboard
- Yoga
- Games
- Bourbon tasting

Festival Operations

Contractor shall procure from the Town a Park Permit for the use of Riverbend Park for the Festival, comply with all conditions of such application and pay all fees associated with the Park Permit. Contractor shall be responsible for operations and site management, including planning, site layout, site preparations, vendors and vendor layout, working with the Town regarding the provision of utilities including power, traffic control, porta potties, potable water, security, gates and fencing, parking control, shuttles, responding to email inquiries, law enforcement, assistance at the gate with entrance control (gate coordinator), first aid coordination, ops coordination, and security coordination.

Volunteers

Contractor shall be responsible for soliciting and managing all volunteers for the Festival, or contracting for paid staff, to ensure the Festival operates smoothly. This includes coordinating all volunteer services, shifts, duties and supervisors at a minimum with a similar schedule as the 2022 Festival:

4 Hour Shifts - Schedules vary upon the needs of the area
 Each Volunteer is Required to Work two (2) shifts

	Thursday	Friday	Saturday	Sunday	Monday	# of Time Slots	Total # of Shifts
Drink Tent	0	43	54	35	5	11	137
Drink Tent Management Team	0	20	20	19	5	11	64
Ticket Booth	4	9	9	9	0	9	31
Back Stage	2	10	12	12	0	12	36
Merch Tent	0	12	12	10	0	9	34
Volunteer Check-In	10	8	8	8	0	15	34
Gates	10	18	18	14	0	14	60
Campground	38	46	46	20	0	14	150
Green Team	0	4	4	2	0	3	10
Bag-Check	0	12	12	8	0	8	32
Pre-Fest (Poster Distribution) & Misc. Coordinators	20						20
TOTAL SHIFTS							608
TOTAL VOLUNTEERS							304

Creative Solutions and Festival Improvements

Contractor shall strive to find creative solutions to continually improve the Festival experience for attendees and make the Festival environmentally sustainable.

PERFORMER/PRODUCTION BUDGET

Contractor agrees to commit a budget for performer/production services AT A MINIMUM:

Performer/Production Budget

Performers (including bands, emcees, backstage staff)	\$55,000
Friday	5 performances
Saturday	5 performances
Sunday	4 performances
Sound/Lights	\$15,000
Stages	\$ 5,000
1 main stage	
1 small side stage	
Transport	\$ 2,000
Catering	\$ 2,500
Performer/Production Total	\$79,500

Contractor shall be responsible for performer and production management and will be responsible for managing the work in accordance with the budget for the specified items.

PROJECT REPRESENTATION

The Contractor designates Amy Kimberly Kaiser and Josh Behrman as its project managers. The Town may rely upon the guidance, opinions, and recommendations provided by Contractor and its representatives.

REPORTS

Contractor shall provide periodic reports to the Town's Administrator or their designee. Such reports may be transmitted by email.

Palisade Bluegrass and Roots Festival - Task List

CONTRACTOR

Preseason events – This timeframe is to be determined by Town and Contractor

Contract, Order, Reserve

Bar services – Palisade Rotary, other professional bar services

Procurement of local Beer, Spirits, and Wine – Palisade Brewery, Peach Street Distillers, etc.,

Bar supplies

Teller transactions

Marketing

Artwork for Festival

Create & Print Poster

Create & Print Handbills (if desired)

Create & Print Programs

Poster Distribution (w/ Volunteers)

Design & Print/Create Merchandise and Shirts

Design & Print/Create Volunteer T-shirts

Ticketing

Security

Obtain & Organize/Place Merchandise Vendors

Obtain & Organize/Place Food Vendors

Portable toilet rental and service

Trash collection

Ice vendor

Fencing

Refrigeration Truck

Wi-Fi in Park

Golf carts

Pedicabs for campground transportation

Shuttles for intown transportation

Site cleanup

Volunteer Coordination

- Organize Volunteer Meeting (Usually Thursday Evening)
- Distribute Volunteer T-shirts

Obtain Volunteers for Parking Lot (Not on volunteer sheet as its always been separate)

Standby power

Light stations

Storage trailer

Backstage & Ticket Booth RV's

Backstage

Lodging and services – all lodging and services

Cones for streets around park

Festival activities – Palisade Cycle, Paddleboard Adventure Company, Terri Ciocco (Yoga), Peach Street Distillers Bourbon tasting, children's activities

Sponsorships

Run Ticket Booth/Box Office during Festival

Organize pre-staging of Campers for Thursday Entry

- Includes onsite ticket sales in parking lot

Organize campground for ease of use and safety

Water distribution sponsor festival and campground – like Culligan or Deep Rock Water

CONTRACTOR AND/OR TOWN OF PALISADE

To the extent the Town performs any duties for the Festival beyond preparing and caretaking of Riverbend Park, it is doing so only as a courtesy to benefit the Festival and not as an annual obligation upon which Contractor can rely. The parties will meet prior to the Festival with sufficient time to coordinate tasks to ensure that they are all satisfied.

Preseason events – This timeframe is to be determined by Town and Contractor

Contract, Order, Reserve

Mag Chloride for parking lot – GMCO 5,000 Gallons

May (preferably last week of month) **Town of Palisade:**

No Park or shelter rentals prior to event

Continue with Riverbend Park (Park) clean up

Brush removal – leaving shade trees

Mowing Park Campground area – Roto chop

Mowing entire Park areas

Through trimming and edging of all manicured areas

Create signage of designated identification “zones” within campground area

Post notices that Park will be closed during Festival

Mosquito spraying – Grand River Mosquito Control District

Cut/Spray weeds on all Town owned property & Hwy 6

Set wasp and fly traps at Park

Test all electrical pedestals, outlets, and circuits

Flush all water spigots and test residual Chlorine

Conduct tent inventory and evaluation

Rig and secure all poles and cables for sunshades by Bar area

June (first week of Month - or week prior to Festival week) **Town of Palisade/Contractor:**

Parking lot set up – paint, delineators, rope, cones

Evaluate and inventory all signage for event shuttle stops etc., and request any printing of any missing signs

Cut/Spray weeds on all pathways

Water Park heavy all week

Evaluate and make any repairs to Bar tops – A frame shed

Cut /Spray weeds in “Wood Chip” area behind bar and pond

Load trailer with tents and stage in shop over weekend

Inventory all rope for medians, parking lots, etc., purchase more if needed

Post – Park closed for special event – inside Park, Brentwood, Logan

June (week of Festival)

Monday - Town of Palisade:

Mow, trim, blow Park east and west manicured lawns

Flag and paint all sprinkler heads

Pick up Water Buffalo

Unlock and test all electrical boxes

Unlock and test all water spigots

Set triangle sunshades at Bar area

Post – Peachbowl Park alternative dog park during Festival

Water Park heavy (east side)

Tuesday - Town of Palisade/Contractor:

Pump out and clean Vault toilet – private contractor

Pump out and clean east, west, and bike park porta toilets

Wet down parking lot, service roads, canal road with Water Buffalo

Contractor to apply Mag Chloride to parking lot, service roads, canal road

Check all ATV's UTV's, Golf Carts

Pick up water tanks from City of Grand Junction water plant

Complete any mowing and trimming in camping area

Tents – Set ticket booth tents – 2 of the new Quonset tents

Set up Merchandise tent – Large tent

Set additional tents as needed – 2nd stage etc.,

Water Park heavy (west side)

Wednesday - Town of Palisade/Contractor:

Close entire Park

Shut off irrigation pumps and timers

Contractor: Set vendor supplied porta-potties and hand wash stations by noon:

By restrooms, west of playground, behind bar, backstage, south sidewalk, front gate, along pathway, west side of parking lot, end of west manicured lawn, middle park, west end by camping entrance, and other locations as needed

Vendor should clean a minimum of 2 times per day during festival - 3 if needed

Lock up restrooms and post closure notice

Stage 50 trash cans by restrooms

Stage 2 cases of can liners in mechanical room

Contractor shall set Potable water tanks and signs in park – test residual chlorines daily – refill when needed; Water tanks to be at each bank of porta-potties in campground

Set signs in town and Hwy 6 directing campers to PHS parking lot for staging

Place signage directing campers to PHS parking lot at west end of Park and at 36 ¼ Rd

Set parking lanes for campers to stage at Palisade High School parking lot

Cone off canal road west of bridge

Cone off corner of service road at ditch to keep nighttime travelers from going into ditch

Cone off access to the old service road at rip rap area

Cone off area between sidewalk and ditch pinch point

Rope off all non-essential canal access points

Take down disc golf baskets

Complete spraying for mosquitos

Take ATV's, UTV's, Golf Carts and trailers to Park

Sweep all streets

East Pavilion – Move picnic tables out to grass. Power-wash pavilion

Lions Club Shelter - Move ½ of the picnic tables and set out on grass. Clean out grill ash box. Power-wash pavilion.

Set tent at 36 ¼ Rd campground check point

Parking Lot:

Use delineators and rope with flagging to set parking lot to “new” arrangement

Set signs to indicate traffic flow pattern and 10mph speed limit

Paint handicap parking stalls and hang signs

Designate Police only parking – bring sign from Town Hall

Fence off overflow parking lot area place signs

Fence off Premium car camping east, west, south area boundary

East: service road intersects the trail – running north to ditch

West: end of manicured lawn from gravel path to ditch

South: along the dirt/gravel pathway – east to west

Coordinate placement of dumpsters, roll offs, and trash cans

4 roll offs behind bar area along fence – 2 trash, 1 cardboard 1 recycle

1 roll off northwest corner along fence by service road

1 dumpster between parking lot and premium camping

1 roll off – 1 recycle - west of manicured lawn

1 roll off – 1 recycle – middle campground

1 roll off – 1 recycle – west campground

Rolling tote trash and recycle containers throughout campground

Water parking lot, service roads, and canal road with Water Buffalo

Stage tables and chairs in Park

14 for Merchandise tent - 8 chairs

3 for west campground – 2 chairs

3 for camp host – 8 chairs

6 for front gate – 8 chairs

7 backstage

5 – 7 for bar

2 for kid's activity booth (sing up sun) – 2 chairs

All other tables and chairs stage in food court area

Check water heater for showers at Pool

Contractor: set 6-foot panel fence with bases

From canal road fence going south along sidewalk that dog legs back east to river

Openings at service road, backstage, and main entrance

Panels from lagoon fence to river on east end of festival grounds

Set up vender parking area rope off any closed areas

Thursday - Town of Palisade/Contractor:

Recheck Park power pedestals used for sound and stage

Coordinate with Contractor on Stage delivery and placement

Assist with placing of backstage trailers

Pick up backstage fence panels from Fruita

Contractor: Set all signs, banners, and notices

Camping – no later than 10 am

Shuttle stops – end of day

Pedicab – end of day

In Park signage – end of day

Staff only parking – end of day

“Smoking in designated areas only” throughout Park

No alcohol beyond this point

Bar, tickets, food, first aid, lost and found, etc.,

Contractor: Pick up 4 light towers – set to illuminate areas:

East - Inside Park by porta-potties

North - Playground area behind vendors

Center - Bike corral/front gate/east parking lot area

West - Parking lot by Harky's boat launch

Pop-up tents:

Pendleton gate

Service road gate
Vendor gate
Premium camping
Campground west side
Parking lot
VIP Entrance to Backstage
Other designated spots

Build bike corral

Contractor: Build backstage area with fence panels from Fruita after stage is set

Town of Palisade: work with Contractor on size/location

Pick up Pine Country trailer

Pick up 300 Cones with trailer

Town of Palisade: Water parking lot, service roads, and canal road with Water Buffalo

Town of Palisade: Set up water bottle filling stations

Assist with Volunteer meeting at 6 pm

Friday

Set gray water tank and signage behind bar in “wood chip” area

Set up smoking areas with signage and buckets for butt disposal

Picnic tables near shade if possible

Cone off Logan, Pendleton, Elberta, Rodeo, Vineyard, and Cabernet - by noon - 150
cones

Water Parking lot, service roads, and canal road with Water Buffalo

Clean and stock Town restrooms

Perform trash duties at Town parks, facilities, and open spaces

Pick up items used for campground staging at PHS parking lot

Mow and trim all other Town owned parks

Turn on light towers at dusk

Assist with shut down of festival

Saturday - Town of Palisade:

Assist with set up for Palisade Lions Club pancake breakfast
Water Parking lot, service roads, and canal road with Water Buffalo
Check in with Contractors and event staff
Clean and stock Town restrooms
Perform trash duties at Town parks, facilities, and open spaces
Assist with shut down of festival Turn on light towers at dusk

Sunday - Town of Palisade:

Set up for Palisade Sunday Farmers Market
Water Parking lot, service roads, and canal road with Water Buffalo
Check in with Contractors and event staff
Clean and stock Town restrooms
Perform trash duties at Town parks, facilities, and open spaces
Turn on light towers at dusk
Assist with shut down of festival

Monday - Town of Palisade/Contractor:

Campers and Vendors leave by 12 pm
Start clean-up of Park and inspection for damages
Oversee and assist contractors with removal of their equipment
Reset disc golf baskets
Re-open restrooms
Take down and return backstage fencing to Fruita
Take down any temporary fencing set up by staff
Return water tanks to City of Grand Junction
Return light towers
Pick up and return cones
Return trailer to Pine Country
Return Water Buffalo
Take down all tents and put them away

Turn on irrigation system and check for leaks and broken sprinkler heads

Take down all signs and banners in park and Town and store them away

Return Park and Town back to normal standing



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 10, 2024
Presented By: Charles K. Balke, Fire Chief
Department: Fire Department
Re: Resolution 2024-33

SUBJECT:

Assistance to Firefighters Grant Program Matching Funding

SUMMARY:

Two years ago, the Palisade Fire Department officially took the 1982 Ladder Truck out of service and auctioned it as the unit was unsafe and required extensive and costly repairs. This has left us without an apparatus designed for response to multi-story and large buildings within our jurisdiction. Currently we must rely on Clifton Fire for mutual aid use of their ladder truck which is a delayed response if even available. Additionally, our front-line fire apparatus is a 2006 unit has aged out.

An additional benefit of this project is the impact on the for the Palisade Fire Department. We are currently going through our ISO (Insurance Service Office) rating evaluation and will more than certainly lose points on our current rating. This ISO rate is what insurance companies use when establishing homeowners' insurance premiums.

Through the Assistance to Firefighters Grant, we will be requesting funding for a new apparatus that will meet the needs of both a front-line fire engine and a ladder truck.

The AFG is a highly competitive grant, but given some of the unique aspects of our community I feel strongly that we will rank in the upper tier of the grant and have a good chance of receiving grant funding. Apparatus of this type is very expensive and without grant funding we are unlikely to replace this type of apparatus. The current quote is for \$1,535,000.00 plus the \$150,000.00 for equipment with an estimated build and delivery time of 48-52 months.

The AFG grant process for a community of our size requires us to provide a grant match of 5 percent. The grant is due December 20, 2024, which I am actively writing and therefore requesting the approval of the resolution to be included in the application.

BOARD DIRECTION:

Approve Resolution 2024-33 supporting an application for an Assistance to Firefighters Grant Program grant and the match funds of \$80,000.00 if the grant is awarded.

TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2024-33

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A 2024 ASSISTANCE TO FIREFIGHTERS GRANT FOR A FIRE APPARATUS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

WHEREAS, the Town of Palisade is a political subdivision of the State of Colorado and, therefore, an eligible applicant for a grant awarded by the US Bureau of Reclamation; and

WHEREAS, the Town of Palisade has requested matching funding for the purchase of a new Fire Apparatus (the “Project”) through the Assistance to Firefighters Grant (the “Grant”) for a total of \$1,600,000 of which the Town of Palisade will provide a 5 percent match in the amount of \$80,000; and

WHEREAS, the Board of Trustees of the Town of Palisade supports the Grant application for the Project, and if the Grant is awarded, the Town of Palisade supports the completion of the Project.

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

- Section 1: The Board of Trustees of the Town of Palisade strongly supports the Grant application and has appropriated matching funds for a grant with the Federal Emergency Management Agency.
- Section 2: If the Grant is awarded, the Board of Trustees of the Town of Palisade strongly supports the completion of the Project.
- Section 3: The Board of Trustees of the Town of Palisade authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: If the Grant is awarded, the Board of Trustees hereby authorizes the Mayor to sign the Grant agreement with the Federal Emergency Management Agency.
- Section 5: This Resolution to be in full force and effect from and after its passage and approval

RESOLVED, APPROVED, and ADOPTED this 10th day of December 2024.

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 10, 2024
Presented By: Keli Frasier, Town Clerk
Department: Tourism
Re: Ordinance 2024-09

SUBJECT:

An Ordinance Of The Town Of Palisade, Colorado, Amending Chapter 2 Of The Palisade Municipal Code Regarding The Tourism Advisory Board Of The Town Of Palisade.

SUMMARY:

At the November 5, 2024 work session of the Palisade Board of Trustees, the Board discussed the fairness and equality of choosing members of the Board of Trustees. Ordinance 2024-09 reflects the direction given to staff at that work session.

BOARD DIRECTION:

Approve Ordinance 2024-09.

**TOWN OF PALISADE, COLORADO
ORDINANCE NO. 2024-09**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,
AMENDING CHAPTER 2 OF THE PALISADE MUNICIPAL CODE
REGARDING THE TOURISM ADVISORY BOARD OF THE TOWN OF
PALISADE.**

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE:

Section 1. That Chapter 2, Article XIII, Section 2-282 of the Palisade Municipal Code concerning the Tourism Advisory Board of the Town of Palisade is hereby amended **with new additions underlined and deletions in strikethrough** as follows:

**ARTICLE XIII
Tourism Advisory Board**

Sec. 2-282. Appointment; removal; qualifications.

The Tourism Advisory Board shall consist of not more than eleven (11) or fewer than five (5) members appointed by the Board of Trustees. Where practicable, membership shall consist of representatives from various tourism-related businesses, including the lodging industry, food service, retail, the recreational industry, the agricultural industry, and the winery industry, ~~and a member of the Palisade Chamber of Commerce Board of Directors~~. At least two (2) members shall be Palisade residents, and one (1) member a Palisade Trustee. Other members need not be residents of the Town but live or own a business in the 81526 zip code. Members shall serve at the pleasure of the Board of Trustees and may be removed from the Tourism Advisory Board with or without cause by a majority vote of the Board of Trustees. Alternate members may be appointed by the Board of Trustees to serve in the absence of regular members.

Section 2. The current sitting member from the Palisade Chamber of Commerce will retain their seat until the next regularly scheduled date of member appointment in April 2025 and may apply for appointment with all other applicants.

Section 3. All ordinances and any part of any ordinance expressly in conflict herewith are hereby repealed.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on December 10, 2024.

TOWN OF PALISADE, COLORADO

By: _____
Greg Mikolai, Mayor

ATTEST:

Keli Frasier, CMC
Town Clerk



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: December 10, 2024
Presented By: B. Flenniken, PW Director
Department: Public Works
Re: Streets Maintenance - Crack seal

SUBJECT:
Crack sealing of Town streets

SUMMARY:

As part of our street maintenance program, crack sealing uses hot adhesive sealant to fill cracks in the asphalt to prevent the infiltration of moisture and non-compressible materials into the pavement. It is a cost-effective preservation treatment that can slow deterioration and extend pavement life. Following a competitive bid process, Valley Paving was selected to apply crack sealant to the streets defined on the attached map.

BOARD DIRECTION:

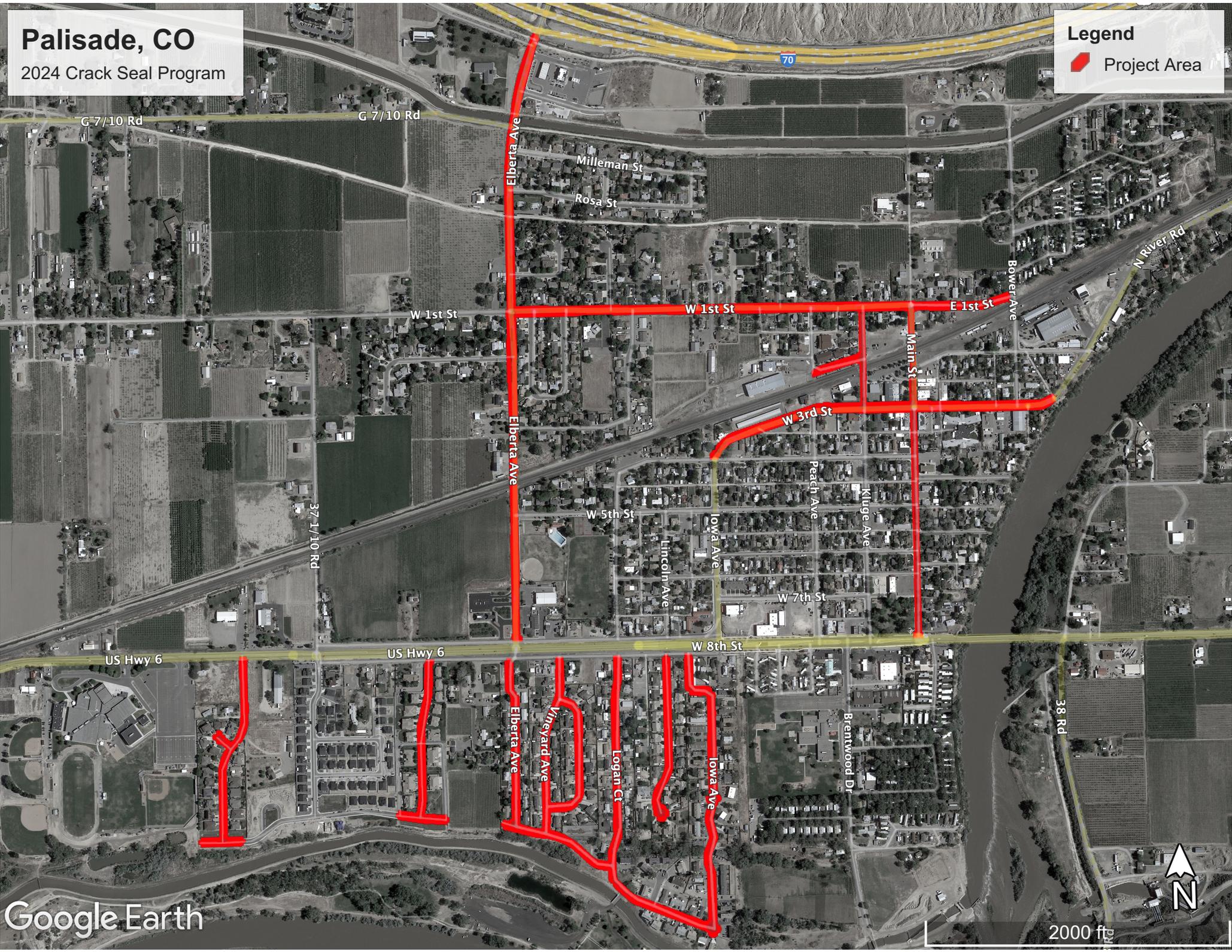
Direct the Town Manager to approve \$28,900 from line item 001-060-5223 in the Streets budget for Valley Wide paving to perform crack sealing throughout the Town.

Palisade, CO

2024 Crack Seal Program

Legend

 Project Area



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



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

**Asphalt Repair and Maintenance
 CONTRACT**

Proposal submitted to: _____ Date: 11/26/2024
 Name: Town of Palisade Contact: Brian Flenniken Phone: -
 Address: PO Box 128 Palisade CO 81526 Email: bflenniken@townofpalisade.org Cell # 970-985-1917

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

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

We hereby submit specifications and estimates for: Proposal # 24-221

<u>ITEM #</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	CRACK SEALING Clean all cracks 1/4" or wider with compressed air Crack Seal specified pounds of cracks with hot pour rubberized crack sealer. Transition crack seal (concrete to asphalt) joints will NOT be sealed unless otherwise stated. Transition crack seal (concrete to asphalt) will overlap onto concrete to ensure proper seal Crack Seal will not be placed against vertical curb unless directed by the customer. Crack Seal will not be applied to heavily saturated oil spots SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. THIS SERVICE IS NOT A LEVELING COURSE FOR CRACKS ALLIGATORING AREAS WILL NOT BE CRACK SEALED. * SCOPE BASED ON ROADS MAP PROVIDED BY CUSTOMER * PRICE DOES NOT INCLUDE BONDING. ADDITIONAL FEES WILL BE ADDED FOR PROJECT BONDING	9,000 LBS	\$2.10	\$18,900.00
2	TRAFFIC CONTROL	1 LS		\$10,000.00

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

Total (Labor and Materials) \$28,900.00
 Payment is due upon completion of work.

CUSTOMER RESPONSIBILITY:

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

SPECIFICALLY EXCLUDED FROM THIS QUOTATION ARE THE FOLLOWING:

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

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

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

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

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



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

Asphalt Repair and Maintenance CONTRACT TERMS AND CONDITIONS

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

Effective: 1/1/2024

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

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

Additional Notes

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