



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

**September 23, 2025**

**6:00 pm Regular Meeting**

A live stream of the meeting may be viewed at:

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

**WORK SESSION to follow the meeting**

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
  - A. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS**  
**(Palisade Civic Center, 341 W 7<sup>th</sup> Street):**
    1. **Planning Commission** – Tuesday, October 7, 2025, at 6:00 pm
    2. **Board of Trustees** – Tuesday, October 14, 2025, at 6:00 pm
    3. **Tourism Advisory Board** – Wednesday, October 15, 2025, at 9:00 am
  - B. **AMERICA’S FARMLAND TRUST** Farmers Market Celebration starts August 1, 2025, through September 30, 2025, and Palisade Sunday Farmers’ Market is competing! This national campaign recognizes markets that impact their communities. Vote here: <https://markets.farmland.org/markets/309110>
  - C. **PALISADE ART FESTIVAL**, hosted by Mountain Art Festivals, will be on Saturday, September 27, 2025, from 10:00 am – 5:00 pm, and Sunday, September 28, 2025, from 10:00 am – 4:00 pm, in Veterans Memorial Park (120 W 8<sup>th</sup> St., Palisade). Visit [www.mountainartfestivals.com](http://www.mountainartfestivals.com) for additional information.
  - D. **PALISADE ART VISION (PAV) SCULPTURE UNVEILING** will be on Saturday, September 27, 2025, beginning at 5:00 pm in downtown Palisade.
  - E. **PALISADE HIGH SCHOOL HOMECOMING PARADE** will be on Friday, October 3, 2025, beginning at 12:00 pm along the standard parade route in Palisade.
  - F. **FINAL 2025 SUNDAY FARMERS MARKET** will be on Sunday, October 6, 2025, in downtown Palisade from 9:00 am – 2:00 pm.

**VI. PRESENTATIONS****A. 2024 Financial Audit Presentation by Hinkle & Company, Independent Financial Auditors****VII. TOWN MANAGER REPORT****VIII. CONSENT AGENDA**

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

**A. Expenditures**

- Approval of Bills from Various Town Funds – August 27, 2025 – September 9, 2025

**B. Minutes**

- Minutes from September 9, 2025, Regular Board of Trustees Meeting

**C. Intergovernmental Agreement with Grand Valley Metropolitan Planning Organization (GVMPO)****D. Intergovernmental Agreement with Grand Valley Transit (GVT)****IX. NEW BUSINESS****A. Resolution 2025-23 - Buffer Zone Intergovernmental Agreement (IGA) Amendment**

The Board of Trustees will consider Resolution 2025-23, amending the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area.

1. Staff Presentation
2. Board Discussion
3. Decision: Motion, Second, and Rollcall Vote to: Approve Resolution 2025-23 amending the Cooperative Planning Agreement between the Town of Palisade, County of Mesa, and City of Grand Junction to provide consent to extending a sanitary sewer line within the Cooperative Planning Area.

**X. PUBLIC COMMENT**

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

All emails sent to the Town Clerk for public comment will be forwarded to the Board of Trustees. **Any member of the public who wishes to have a statement or email read to the Board of Trustees is required to appear in person and make said statements to the Board directly.**

**XI. COMMITTEE REPORTS**

**XII. ADJOURNMENT**

**XIII. WORK SESSION**

- A. 2026 Town of Palisade Budget**
  - **Capital Projects**
- B. Sewer Project Budget to Date**
- C. Sales Tax Increase Ballot Question (April 2026)**
- D. Community Center**
- E. Fire District**



## PALISADE BOARD OF TRUSTEES

**Meeting Date:** September 23, 2025

**Re:** Consent Agenda

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

Included in the consent agenda are:

- A. **Expenditures**
  - Approval of Bills from Various Town Funds – August 27, 2025 – September 9, 2025
- B. **Minutes**
  - Minutes from September 9, 2025, Regular Board of Trustees Meeting
- C. **Intergovernmental Agreement with Grand Valley Metropolitan Planning Organization (GVMPO)**
- D. **Intergovernmental Agreement with Grand Valley Transit (GVT)**



## **PALISADE BOARD OF TRUSTEES Staff Report**

**Meeting Date:** September 23, 2025

**Department:** Police Department

**Department Director:** Jesse James Stanford, Chief of Police

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### **Stats for August 2025:**

In the month of August, we had 392 calls for service. This is a decrease of 5 calls from last month. We continue to be proactive in traffic speeding tickets, DUI's and newest is Code Enforcement with a new enforcement officer. While our calls for service numbers were lower than last month, we had fewer traffic stops and more calls for service that warranted reports and time from our officers.

### **Reports and Summons:**

Case Reports	20
Supplement Reports	16
Arrests	
11 arrests	

### **Traffic:**

17 traffic citations were issued this month.

### **Training:**

- Officers are working on annual in-service training within the agency.

### **Investigations:**

- PPD investigations have been working diligently on multiple cases and has been able to get three pleas in a significant case we have been working on over the last few months.

### **Significant Events:**

- The agency also continues to grow and build a better foundation for operations with the talented staff we have. We are building policies and procedures to better handle and accommodate the needs of the town and agency.
- Palisade PD is participating in the intern student program through CMU. The intern is working on records systems and scanning our old paper files into our reporting system.
- One officer completed the FTO program.

## Code Compliance:

### GENERAL OVERVIEW:

The Town of Palisade is in the peak of its high season, with an abundance of foliage growth, both wanted and unwanted. Fortunately, most of our residents are very willing to be Code Compliant. You will note from this month's closed cases, that our "Visibility Triangle Campaign" was very successful. Most of the aged cases (past 30 days) continue to communicate and show forward progress and resolution toward complete compliance. We also had a unique opportunity to meet and speak with many town residents, as we recognized their efforts of maintaining their property with our "Good Yard Recognition" program. ***238 properties and businesses were recognized, and it took 11.5 hours to complete over a 4-day period.***

### CODE COMPLIANCE OPEN CASES FROM AUGUST 1-29, 2025:

- **CASE #25- 1557** VEHICLE W/ EXPIRED TAG / APPLIANCES &  
CARS YARD (IN PROGRESS)
- **CASE #25-1925** LEAKING DUMPSTER IN VEHICLE  
TRIANGLE (SCHEDULING ON-SITE  
MEETING)
- **CASE #25-2025** SHIPPING CONTAINER TO BE REMOVED  
(CERT LETTER)
- **CASE #25-1779** TREES OVERTAKING BIKE LANE ON  
ELBERTA  
(IN PROGRESS)
- **CASE #25-1569** TRASH / WEEDS / CARS IN YARD (IN  
PROGRESS)
- CASE #25-2175 VEHICLES IN YARD
- CASE #25-2209 EXCESSIVE WEEDS AROUND PROPERTY
- CASE #25-2387 EXCESSIVE WEEDS BETWEEN PROP. LINE &  
STREET
- CASE # 25-2095 SIGNS / BALLOONS ON STOP SIGN
- CASE # 25-2093 2<sup>ND</sup> COMPLAINT / DEESCALATE AN ANGRY  
NEIGHBOR
- CASE # 25-2090 ABANDONED VEHICLE ON STREET FOR  
MONTHS
- CASE # 25-2130 VISIBILITY TRIANGLE
- CASE # 25-2137 SHRUBS OVERTAKING SIDEWALK
- CASE # 25-2136 VISIBILITY TRIANGLE
- CASE # 25-2132 VISIBILITY TRIANGLE
- CASE # 25-1855 VISIBILITY TRIANGLE / WEEDS  
OVERTAKING SIDEWALK
- CASE # 25-2133 VISIBILITY TRIANGLE / WEEDS  
OVERTAKING SIDEWALK

- CASE # 25-2135  
BLOCKAGE VISIBILITY TRIANGLE / STOP SIGN
- CASE # 25-2131  
SIDEWALK VISIBILITY TRIANGLE / SHRUBS ON
- CASE # 25-2187 VISIBILITY TRIANGLE
- CASE # 25-2291 DEFACING TOWN PROPERTY
- CASE # 25-2176 EXCESSIVE TRASH AT CARPORT
- CASE # 25-2269 TREES OVERTAKING STREET & STOP SIGN
- CASE # 25-2304 VISIBILITY TRIANGLE
- CASE # 25-2186  
WEEDS PROPERTY OVERGROWN WITH DRY/CUT
- CASE # 25-1955 SHIPPING CONTAINER IN DRIVEWAY
- CASE # 25-2311  
SIDEWALK VISIBILITY TRIANGLE / TREE OVERTAKING
- CASE # 25-2368 ILLICIT DISCHARGE
- CASE # 25-2367 OLD / ILLEGIBLE SIGN ON PROPERTY
- CASE # 25-2149 EXCESSIVE TRASH NEAR STREET
- CASE # 25-2398 BUSH OVERTAKING SIDEWALK
- CASE # 25-2386  
SIDEWALK & STOP SUNFLOWERS AND BUSH BLOCKING
- CASE # 25-2385 VINES OVERTAKING SIDEWALK

#### **CLOSED CASES FROM AUG 1-29, 2025:**

- CASE #25-2209 EXCESSIVE WEEDS AROUND PROPERTY
- CASE #25-2387  
STREET EXCESSIVE WEEDS BETWEEN PROP. LINE &
- CASE # 25-2095 SIGNS / BALLOONS ON STOP SIGN
- CASE # 25-2093  
NEIGHBOR 2<sup>ND</sup> COMPLAINT / DEESCALATE AN ANGRY
- CASE # 25-2090  
MONTHS ABANDONED VEHICLE ON STREET FOR
- CASE # 25-2130 VISIBILITY TRIANGLE
- CASE # 25-2137 SHRUBS OVERTAKING SIDEWALK
- CASE # 25-2136 VISIBILITY TRIANGLE
- CASE # 25-2132 VISIBILITY TRIANGLE
- CASE # 25-1855  
OVERTAKING SIDEWALK VISIBILITY TRIANGLE / WEEDS
- CASE # 25-2133  
OVERTAKING SIDEWALK VISIBILITY TRIANGLE / WEEDS
- CASE # 25-2135  
BLOCKAGE VISIBILITY TRIANGLE / STOP SIGN

- CASE # 25-2131 VISIBILITY TRIANGLE / SHRUBS ON SIDEWALK
- CASE # 25-2187 VISIBILITY TRIANGLE
- CASE # 25-2291 DEFACING TOWN PROPERTY
- CASE # 25-2176 EXCESSIVE TRASH AT CARPORT
- CASE # 25-2269 TREES OVERTAKING STREET & STOP SIGN
- CASE # 25-2304 VISIBILITY TRIANGLE
- CASE # 25-2186 PROPERTY OVERGROWN WITH DRY/CUT WEEDS
- CASE # 25-1955 SHIPPING CONTAINER IN DRIVEWAY
- CASE # 25-2311 VISIBILITY TRIANGLE / TREE OVERTAKING SIDEWALK
- CASE # 25-2368 ILLICIT DISCHARGE
- CASE # 25-2367 OLD / ILLEGIBLE SIGN ON PROPERTY
- CASE # 25-2149 EXCESSIVE TRASH NEAR STREET
- CASE # 25-2398 BUSH OVERTAKING SIDEWALK
- CASE # 25-2386 SUNFLOWERS AND BUSH BLOCKING SIDEWALK & STOP
- CASE # 25-2385 VINES OVERTAKING SIDEWALK

**TOTAL OPEN CASES FROM 8/1/25-8/29/25: 33**

**TOTAL CLOSED CASES FROM 8/1/25-8/29/25: 27**

**TOTAL OUTSTANDING CASES: 6**

**TOTAL OUTSTANDING CASES PAST 30 DAYS: 5**

#### **STRATEGIES / GOALS:**

We will continue with our “Campaign Strategy” concentrating our focus and efforts, thereby maximizing our efficiencies. Most closed cases in August have been through volunteer compliance, which continues to be our goal.

**PERCENTAGE OF CLOSED TO OPENED CASES IN AUGUST 2025: 82%**

#### **Message from the Chief:**

I am proud of the police department staff and all the work behind the scenes they are doing to ensure we provide the very best public safety service for our community. Our staffing numbers are balanced. The festivals so far have gone well with no issues or concerns. Looking forward to Winefest and some other special events for 2025.

*Mail to:*

**Glenwood Springs**  
201 14<sup>th</sup> Street  
Suite 200  
Glenwood Springs, CO 81602

**Aspen**  
0133 Prospector Road  
Suite 4102-J  
Aspen, CO 81611

**Basalt**  
200 Basalt Center  
Suite 200  
Basalt, CO 81621

**Ridgway**  
565 Sherman Street  
Suite 6  
Ridgway, CO 81432

DATE: September 18, 2025  
TO: Town of Palisade Mayor and Council  
FROM: Karp Neu Hanlon, P.C.  
RE: Buffer Zone IGA Amendment

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The Town, City of Grand Junction, and Mesa County entered into an intergovernmental agreement in 1998 to preserve the “Buffer Zone”, which is attached hereto for reference. One means of regulating growth in the Buffer Zone is to prohibit new sewer connections therein. However, the Palisade to Clifton Wastewater Transfer Project will traverse the Buffer Zone and provide taps to existing residences. We have been working with the City and County attorneys to amend that IGA to allow the project to be constructed, while limiting new service to the existing densities within the Buffer Zone, thus aligning with the intent of the original IGA. All parties’ attorneys have approved the agreement proposed to be approved by this resolution.

MCA#

***COOPERATIVE PLANNING AGREEMENT***

***THIS AGREEMENT***, entered into this 9th of February, 1998 by and between MESA COUNTY, COLORADO, a Body Politic organized under and existing by virtue of the laws of the State of Colorado and the TOWN OF PALISADE, COLORADO and the CITY OF GRAND JUNCTION, COLORADO.

***WHEREAS***, this agreement is entered under the authority authorized by Title 29, Article 20, Colorado Revised Statutes, as amended, and;

***WHEREAS***, the Board of County Commissioners, the Palisade Town Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Palisade and Clifton, and;

***WHEREAS***, the Board of County Commissioners, the Palisade Town Trustees and the Grand Junction City Council entered an Interim Cooperative Planning Agreement (MCA 96-70) on November 18, 1996 which provided for the creation of this agreement to supercede the 1996 agreement, and;

***WHEREAS***, the Mesa Countywide Land Use Plan expresses countywide goals, policies, and actions to provide guidance in land use decision making, and;

***WHEREAS***, Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Countywide Land Use Plan, and;

***WHEREAS***, the Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

To ensure orderly transitions or buffers in areas of joint concern  
between different communities (i.e., Grand Junction, Fruita, Palisade)  
that help define distinct communities within Mesa County.

and;

***WHEREAS***, the above Plans both have the following as a policy statement:

Grand Junction and Mesa County will coordinate with the Town  
of Palisade to establish and maintain a transition area between  
Grand Junction and Palisade that includes the proposed area of  
joint concern....

and;

***WHEREAS***, there is an area between Clifton and Palisade in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency

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services, and;

**WHEREAS**, there is considerable pressure for development in the area between Clifton and Palisade, and;

**WHEREAS**, without an agreement between Mesa County and the municipalities the area between Palisade and Clifton could develop in a manner making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense, and;

**NOW, THEREFORE**, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

1. This intergovernmental agreement shall pertain to the geographic area labeled as “cooperative planning area” on Exhibit A, attached.
2. This intergovernmental agreement supersedes the interim agreement between the parties dated November 18, 1996 (MCA 96-70).
3. Within the “cooperative planning area,” neither the City of Grand Junction nor the Town of Palisade will:
  - a. annex any territory
  - b. extend any municipal utility services that are not already present without the mutual consent of all parties.
4. Within the “cooperative planning area,” all parties will not
  - a. extend any sanitary sewer line
  - b. recommend amendment to any 201 sewer service area boundary without the mutual consent of all parties.
5. It is the goal of all parties that future land use decisions within the “cooperative planning area” will enhance the rural character of the area.
6. All parties will respect the adopted master plans for each jurisdiction pertaining to the “cooperative planning area.”
7. Within the “cooperative planning area” changes in the zoning of a property (rezone) will be consistent with the recommendations of the Mesa Countywide Land Use Plan, where applicable, unless the change is formally approved by the governing bodies of all parties to this agreement.

MCA#

8. Mesa County will revise the Mesa County Land Development Code appropriately to implement this agreement.

9. Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:

- a. site plans
- b. subdivision plats or replats
- c. planned developments
- d. special use permits
- e. conditional use permits
- f. zoning or development code text amendments that may effect the “cooperative planning area.”
- g. rezone applications
- h. policy and plan amendments that may affect the “cooperative planning area.”

10. All parties will share planning meeting and hearing agendas with the other parties in a timely manner.

#### IMPLEMENTATION

11. All parties will work cooperatively to:

a. establish and adopt rural land use design standards for the cooperative planning area including, but not limited to: landscaping, signage, entryways, parking, and outdoor storage requirements; and adopt traffic access and engineering standards in conjunction with the Colorado Department of Transportation.

b. assist property owners in voluntary rezoning and/or replatting their properties in a manner consistent with the Mesa Countywide Land Use Plan, and the Palisade Strategic Development Plan to further the purposes of this agreement. Assistance may be provided in the form of fee waivers, and/or expedited review.

c. explore, develop, and support options and seek funding mechanisms available for preserving open lands and enhancing the rural character of the cooperative planning area,

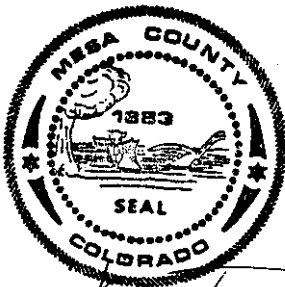
d. establish a joint open space fund for acquisition of important land, development rights, and open space and conservation easements,

12. All parties will meet every five years or as needed, to review the status of the above provisions. Each party will rotate hosting these annual meetings.

MCA#

13. It is the intent of all parties that this agreement be binding upon all parties, and that each party shall be permitted to specifically enforce any provision of this agreement. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

14. This agreement may be amended in writing no earlier than the year 2002, subject to the approval of all parties.



Attest:

Monika Todd  
Monika Todd, Clerk and Recorder



Attest:

Quirine Spivey  
Quirine Spivey, Clerk



Stephanie Hye  
Stephanie Hye, Clerk

Board of County Commissioners,  
County of Mesa, State of Colorado

By: James R. Baughman  
James R. Baughman, Chairman

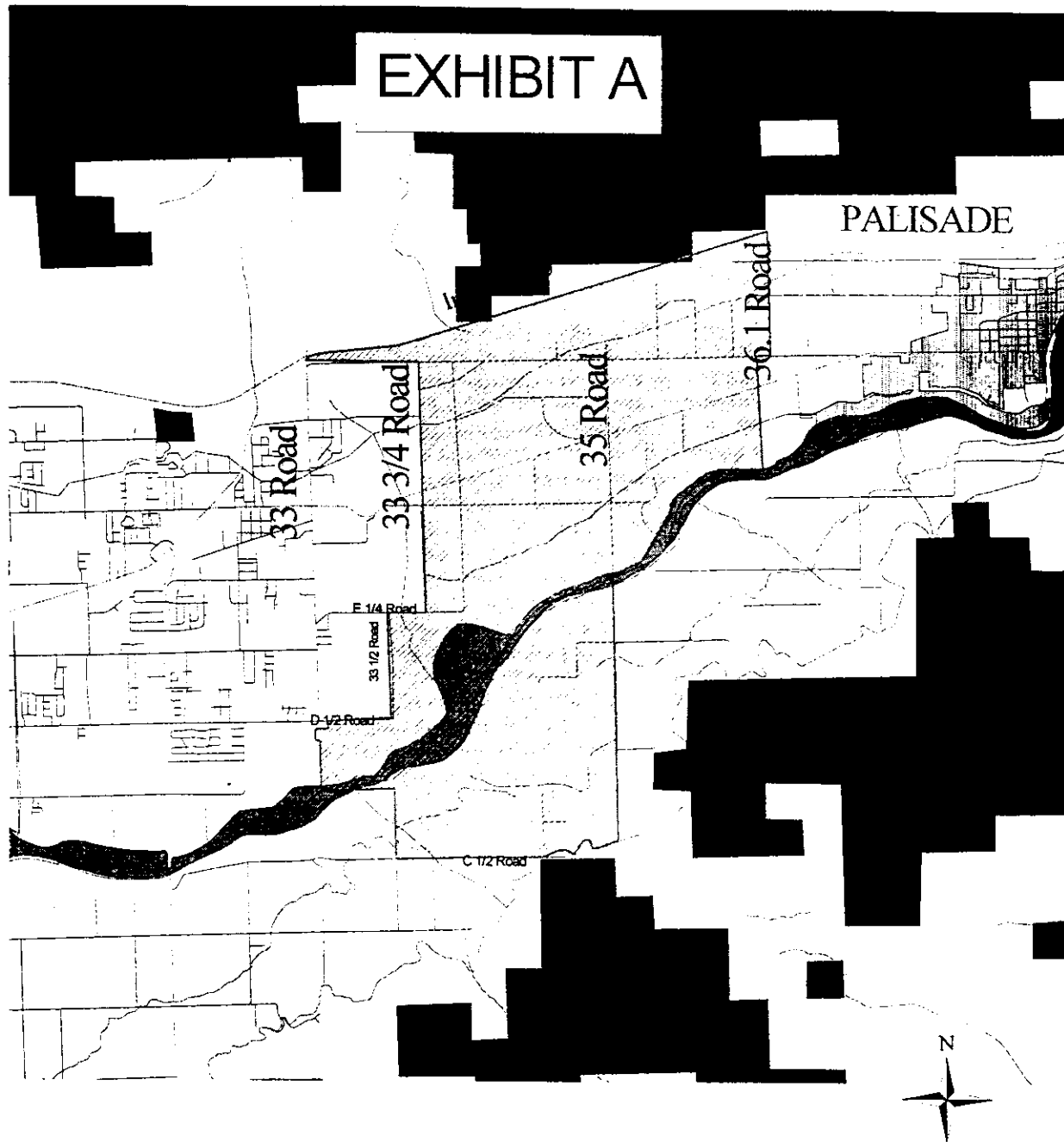
Town of Palisade

By: Dee Smith

City of Grand Junction

By: Gant L. Viny

# EXHIBIT A



## PALISADE/GRAND JUNCTION/MESA COUNTY COOPERATIVE PLANNING AREA

Plot date  
12/2/87

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2025-23**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
PALISADE APPROVING FIRST AMENDMENT TO THE COOPERATIVE  
PLANNING AGREEMENT BETWEEN THE TOWN OF PALISADE,  
COUNTY OF MESA, AND CITY OF GRAND JUNCTION TO PROVIDE  
CONSENT TO EXTENDING A SANITARY SEWER LINE WITHIN THE  
COOPERATIVE PLANNING AREA.**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a statutory town organized pursuant to C.R.S. §31-1-203 and with the authority of the Municipal Code of the Town of Palisade (the “Code”); and

**WHEREAS**, the Environmental Protection Agency (“EPA”) and the Colorado Department of Public Health (“CDPHE”) have set new, higher wastewater quality discharge standards which the Town’s current systems do not meet; and

**WHEREAS**, the Town has an agreement with the Clifton Sanitation District to treat the Town’s wastewater; and

**WHEREAS**, the Palisade to Clifton Sewer Transfer Project (“Project”) is a necessary sewer connection between the Town and Clifton Sanitation District’s Wastewater Treatment Plant; and

**WHEREAS**, the Town, Mesa County, and City of Grand Junction entered into a Cooperative Planning Agreement (“CPA”) on February 9, 1998, that established a Cooperative Planning Area (“Buffer Zone”) in which certain activities are prohibited; and

**WHEREAS**, Section 3.b of the CPA prohibits the Town and City from “extend[ing] any municipal utility services that are not already present without mutual consent of all parties” within the Buffer Zone; and

**WHEREAS**, Section 4.a of the CPA prohibits the Parties from “extend[ing] any sanitary sewer line” within the Buffer Zone; and

**WHEREAS**, the Project alignment traverses the Buffer Zone to CSD’s wastewater treatment facility; and

**WHEREAS**, the Parties agree that it is in the public interest to amend the CPA to permit the Project to be constructed; and

**WHEREAS**, the Board finds it is in the best interest of the health, welfare, and safety of citizens of the Town to approve the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area.

**NOW, THEREFORE, IT IS RESOLVED THAT 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.** The Board of Trustees hereby approves the First Amendment to the Cooperative Planning Agreement Between the Town of Palisade, County of Mesa, and City of Grand Junction to Provide Consent to Extending a Sanitary Sewer Line Within the Cooperative Planning Area as set forth in **Exhibit A** to this Resolution

**INTRODUCED, READ, AND PASSED THIS 23<sup>RD</sup> DAY OF SEPTEMBER 2025.**

TOWN OF PALISADE, COLORADO

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

ATTEST:

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

**FIRST AMENDMENT TO THE COOPERATIVE PLANNING AGREEMENT  
BETWEEN THE TOWN OF PALISADE, COUNTY OF MESA, AND CITY OF GRAND  
JUNCTION TO PROVIDE CONSENT TO EXTENDING A SANITARY SEWER LINE  
WITHIN THE COOPERATIVE PLANNING AREA**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, without regard to the date signed, by and between the TOWN OF PALISADE, COLORADO (the “Town”), the COUNTY OF MESA, COLORADO (the “County”), and the CITY OF GRAND JUNCTION (the “City”), (together “the Parties”).

**WHEREAS**, the Parties entered into a Cooperative Planning Agreement (“CPA”) on February 9, 1998 that established a Cooperative Planning Area (“Buffer Zone”) in which certain activities are prohibited; and

**WHEREAS**, Section 3.b of the CPA prohibits the Town and City from “extend[ing] any municipal utility services that are not already present without mutual consent of all parties” within the Buffer Zone; and

**WHEREAS**, Section 4.a of the CPA prohibits the Parties from “extend[ing] any sanitary sewer line” within the Buffer Zone; and

**WHEREAS**, due to the Town wastewater treatment system’s difficulties in meeting U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment wastewater discharge limits, the Town has entered into an Intergovernmental Agreement with the Clifton Sanitation District (“CSD”) dated May 4, 2021 to provide wastewater treatment services to the Town; and

**WHEREAS**, in order to utilize these services, the Town must construct a wastewater transfer pipeline (the “Project”) through the Buffer Zone to CSD’s wastewater treatment facility with the approximate alignment shown on Exhibit A attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Town has secured a U.S. Department of Agriculture grant and loan to plan for and construct the Project for which it is in the early stages of acquiring right-of-way; and

**WHEREAS**, in the process of discussing right-of-way acquisitions with affected landowners, the Town has learned that some residents would be interested in utilizing the Project to access wastewater treatment services, which would result in the removal of septic systems in close proximity to the Colorado River and the Grand Valley Canal; and

**WHEREAS**, constructing the Project and allowing properties encumbered by easements for the Project to connect to it for wastewater services requires consent of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements identified below, the Parties agree to this IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Amendment to Cooperative Planning Agreement.**

a. Sections 3 and 4 of the Cooperative Planning Agreement are hereby amended as set forth below with underline text added:

3. Within the “cooperative planning area,” neither the City of Grand Junction nor the Town of Palisade will:

a. annex any territory

b. extend any municipal utility services that are not already present without the mutual consent of all parties.

4. Within the “cooperative planning area,” all parties will not:

a. extend any sewer line

b. recommend amendment to any 201 sewer service area boundary without mutual consent of all parties.

c. Notwithstanding the foregoing Sections 3, 4a. and 4b., nothing herein shall prevent either the Town of Palisade from constructing a wastewater transfer pipeline through the “cooperative planning area” to convey wastewater from the Town of Palisade to the wastewater treatment plant owned and operated by the Clifton Sanitation District as approximately shown on Exhibit A ( “Palisade to Clifton Sewer Line”); or the Town of Palisade or the Clifton Sanitation District from providing wastewater utility service to properties encumbered by easements for the Palisade to Clifton Sewer Line; provided, however, that such wastewater utility service shall be limited to one single family residence existing in 2024 and no additional service shall be provided without the mutual consent of the parties.

**IN WITNESS WHEREOF**, the Parties have executed duplicate originals of this Agreement.

**TOWN OF PALISADE, COLORADO**

**ATTEST:**

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

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

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

**COUNTY OF MESA, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Bobbie Gross, County Clerk

By: \_\_\_\_\_  
Cody Davis  
Chair, Board of County Commissioners

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

**CITY OF GRAND JUNCTION, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Selestina Sandov, City Clerk

By: \_\_\_\_\_  
Cody Kennedy, President of the City  
Council

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

