



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

**January 27, 2026**

**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. **SWEAR IN NEW TRUSTEE, ED SEYMOUR**
- IV. **ROLL CALL**
- V. **AGENDA ADOPTION**
- VI. **ANNOUNCEMENTS**
  - A. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center, 341 W 7<sup>th</sup> Street):**
    - 1. **Planning Commission** – Tuesday, February 3, 2026, at 6:00 pm
    - 2. **Board of Trustees** – Tuesday, February 10, 2026, at 6:00 pm
    - 3. **Planning Commission** – Tuesday, February 17, 2026, at 6:00 pm
    - 4. **Tourism Advisory Commission** – Wednesday, February 18, at 9:00 am
  - B. **ELECTION ANNOUNCEMENT: BALLOT ORDER LOT DRAW** – The Town of Palisade will hold an open lot draw for how Trustee candidates' names will appear on the official election ballot (in accordance with C.R.S. § 31-10-902) on **Thursday, February 5, 2026, at 4:00 pm at Town Hall (175 E 3<sup>rd</sup> Street)**. This process is open to the candidates, candidate representatives, and the general public.
  - C. **ELECTION ANNOUNCEMENT: CANDIDATE FORUM** – The Palisade Chamber of Commerce is hosting the 2026 Board of Trustees Candidate Forum on **Thursday, February 26, 2026, at the Palisade High School auditorium (3679 G Road) at 6:00 pm**. All Town of Palisade voters are encouraged to attend to learn more about the candidates running for office.
- VII. **TOWN MANAGER REPORT**
  - A. **Parks, Events, and Facilities Department 2025 Recap**
  - B. **Palisade High School Interns with Police Department Business Safety Presentation Requesting Sponsorship of Printing and Mailing Fees**
  - C. **Town Capital Projects**

**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 – January 1, 2026 – January 13, 2026

**B. Minutes**

- Minutes from January 13, 2026, Regular Board of Trustees Meeting

**IX. NEW BUSINESS****A. ORDINANCE 2026-02 Limiting Court Penalties**

The Board of Trustees will consider Ordinance 2026-02, which limits Municipal Court maximum penalties to amounts not exceeding the maximum violation penalties listed in the Colorado Revised Statutes. This Ordinance will bring the Town of Palisade into compliance with Colorado Supreme Court Ruling.

1. Staff Presentation
2. Board Discussion
3. Decision: Motion, Second, and Rollcall Vote to: Approve Ordinance 2026-02 limiting Municipal Court maximum penalties to amounts not to exceed the maximum violation penalties listed in Colorado Revised Statutes.

**B. Highway 6 Access to TerraVin Cellars Land Lease**

The Board of Trustees will consider directing the Town Manager to sign a lease agreement with TerraVin Cellars to provide access off Highway 6 through Town-owned property.

1. Staff Presentation
2. Board Discussion
3. Decision: Motion, Second, and Rollcall Vote to: Direct the Town Manager to sign a lease agreement with TerraVin Cellars giving access to his property through town-owned property.

**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**

**Town Manager Report Capital Construction Project List Updates 1.27.2026**

Waste-Water Consolidation to Clifton \$24 million

- DOLA Grant – Engineering Waste-Water Consolidation \$1 million
- Phase of Project: Request for Proposals for Construction due February 6, 2026

Pretreatment Wastewater Program Implementation

- The Town is focusing on the pretreatment wastewater program. This has been a multi-year project. Pre-treatment means tanks need to be added to sewer systems to trap waste not wanted in collection pipes or wastewater treatment plants.
- The Town has had pre-treatment requirements that have never been enforced.
- Pre-treatment needs to occur. It must happen for collections in pipes and the lagoons – whether the Town consolidates with Clifton or not. Businesses should have complied over 20 years ago.
- Surveys and letters have been sent. New letters will be sent in February 2026.

Roundabout Highway 6 – CDOT Town: \$500,000 CDOT \$15M

- Project to start January 19, 2026.
- This is a CDOT project – the Town is participating with bike delineators, landscaping, street lighting, and artwork in the roundabout?
- The Town is using dark sky solar lights at the intersection.

TAP Grant Sidewalks – 80% Grant – 20% Town \$1M

- Project completed – 2/2025 – remaining funds being used in CDOT Roundabout
- TAP grant sidewalks from Cresthaven to the High School

Multi-Modal Sidewalk Grant for Elberta – 1<sup>st</sup> St to Wine Cty Rd. 80% Grant – 20% Town \$1.8 M

- Design/Engineering 75% Complete and in review with CDOT
- Construction scheduled for Fall 2026
- Town will begin easement acquisition in January 2026

Troyer Sewer Lift Station \$346,645

- DOLA grant 80% - Town 20% - total \$346,645.00
- Complete

Land Use Code Update DOLA grant \$20,000 - Town \$20,000 Total \$40,000

- This project is updating various land use codes to meet the Town's needs
- Project Complete; however, continuous work on the Land Use Code continues.

Peach Bowl Park Planning CO Health Foundation Planning Grant \$50,000

- \$30,000 in Cash and \$20,00 In-Kind
- The Town awarded a planning grant for upgrades to Peach Bowl Park. This is a 1-year planning project.
- Complete plans will provide options for upgrades.

Riverbend Park Boat Launch Safety Improvements Town \$190,000

- Town Staff is constructing safety improvements, grading and terracing for improved access to the Colorado River.
- Improvements to Harky's Boat Launch and lessening the grade for safer boat launching.

**Town Assets for Future Work:**

Irrigation in Palisade \$?

- Complete mapping – create fund and rates and build out a plan

Veterans Memorial Center \$?

- Building inspections determining the condition of structure complete.
- Determined that the building has structural support beam weakness and other issues; the building has been condemned by authorities for safety reasons.
- Undetermined to remodel the building or remove and build new or something else.

Swimming Pool \$?

- The swimming pool is at the end of its life. Need to reconstruct, add on, or remove.



## PALISADE BOARD OF TRUSTEES Staff Report

**Meeting Date:** January 26, 2026  
**Department:** Police Department  
**Department Director:** Jesse James Stanford, Chief of Police

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### **Stats for December 2025:**

In the month of December, we had 376 calls for service, which is about the same as last month. We were proactive in traffic contacts and have not had as much of a slowdown as in previous years. At the end of the year, the police department had 3,923 calls for service.

### **Reports and Summons:**

Case Reports	22
Supplement Reports	14
Arrests	18

### **Traffic:**

50 traffic citations were issued this month.

### **Training:**

- Officers are working on annual in-service training within the agency.
- Officers assisted with the Academy earn instructor hours and build their own skill sets.
- One officer attended a homicide investigation course.

### **Investigations:**

- PPD investigations have been working diligently on multiple cases and have 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 had one more critical incident with a reported stabbing incident and were able to make an arrest that day for this case.

### **Code Compliance:**

#### **GENERAL OVERVIEW:**

As we come to the close of 2025, our new Code Enforcement team looks back at 7 months of concerted effort and a great deal of success. At the outset of rebuilding this department, our goal was to achieve volunteer compliance whenever possible – which we have done. That was achieved by patience, empathy, and concurrence as we worked with the residents, tenants and business owners of the Town of Palisade. “Pride of

Ownership” comes in many different sizes and shapes. However, when you see it start to reflect the overall spirit of our town, it becomes something we can *all* be proud of.  
*Happy New Year from your Code Enforcement Team!*

**OPEN CASES FROM DECEMBER 1-31, 2025:**

- **CASE #25-2887** OVERGROWN BRUSH FROM U.P. IN PRIVATE DRIVE
- **CASE #25-2922** WEEDS, BRUSH, RUBBISH
- **CASE #25-3233** TRASH, RUBBISH LEFT BETWEEN GARAGE & STREET
- CASE #25-3591 NO T.U.P. FOR NEW CONSTRUCTION OFFICE TRAILER
- CASE #25-3617 ILLICIT DISCHARGE
- CASE #25-3600 FURNITURE TRASH LEFT AT DUMPSTER
- CASE #25-3602 ABANDONED POP-UP CAMPER ON STREET
- CASE #25-3630 CONSTRUCTION DEBRIS LEFT ON SIDEWALK
- CASE #25-3696 T.U.P. FOR STAGING CONSTRUCTION EQUIP
- CASE #25-3710 POSTED SIGN FOR UNLICENSED / UNAPPROVED STVR
- CASE #25-3754 CONSTRUCTION TRASH PILED IN FRONT YARD
- CASE #25-3764 STORAGE CONTAINER TO BE REMOVED
- CASE #25-3836 EXCESSIVE TRASH AND RUBBISH AROUND PROPERTY
- CASE #25-3705 CONSTRUCTION MATERIALS LEFT OVER 6 MONTHS
- CASE #25-3706 CEASE AND DESIST / UNLICENSED STVR
- CASE #25-3755 PROPERTY CLEAN-UP TO MATCH T.O.P. PLAN
- CASE #25-3779 AD SIGN POSTED FOR NON-LICENSED BUSINESS/TRASH

**CLOSED CASES FROM DECEMBER 1-31, 2025:**

- **CASE #25-2887** OVERGROWN BRUSH FROM U.P. IN PRIVATE DRIVE
- **CASE #25-3233** TRASH, RUBBISH LEFT BETWEEN GARAGE & STREET
- CASE #25-3591 NO T.U.P. FOR NEW CONSTRUCTION OFFICE TRAILER
- CASE #25-3617 ILLICIT DISCHARGE
- CASE #25-3600 FURNITURE TRASH LEFT AT DUMPSTER
- CASE #25-3602 ABANDONED POP-UP CAMPER ON STREET
- CASE #25-3630 CONSTRUCTION DEBRIS LEFT ON SIDEWALK
- CASE #25-3696 T.U.P. FOR STAGING CONSTRUCTION EQUIP
- CASE #25-3710 POSTED SIGN FOR UNLICENSED / UNAPPROVED STVR
- CASE #25-3754 CONSTRUCTION TRASH PILED IN FRONT YARD

- CASE #25-3764 STORAGE CONTAINER TO BE REMOVED
- CASE #25-3836 EXCESSIVE TRASH AND RUBBISH AROUND PROPERTY
- CASE #25-3705 CONSTRUCTION MATERIALS LEFT OVER 6 MONTHS
- CASE #25-3706 CEASE AND DESIST / UNLICENSED STVR
- CASE #25-3779 AD SIGN POSTED FOR NON-LICENSED BUSINESS/TRASH

**TOTAL OPEN CASES FROM 12/1/25-12/31/25: 17**

**TOTAL CLOSED CASES FROM 12/1/25-12/31/25: 15**

**TOTAL OUTSTANDING CASES AT THE CLOSE OF DEC '25: 2**

**TOTAL OUTSTANDING CASES PAST 30 DAYS: 3 (2 CLOSED, 1 REMAINS OPEN)**

**STRATEGIES / GOALS:**

Code Enforcement is key in accomplishing community goals, such as protecting property values and the environment. Ultimately, our Municipal Codes and Ordinances protect the HEALTH, SAFETY, and WELFARE of the public while providing for the neat, clean, orderly, and attractive appearance of the community. Our Code Enforcement Team continues to be focused on this model and is committed to its efforts to bolster community trust, encourage self-regulation, and volunteer compliance.

**PERCENTAGE OF CLOSED TO OPENED CASES IN DECEMBER '25: 88%**

**Message from the Chief:**

As we conclude 2025, I want to take a moment to recognize the hard work and dedication of our police department staff. Over the past year, our team has worked extremely hard and collectively strengthened our public safety services across all areas, including code compliance, patrol, investigations, our School Resource Officer (SRO) program, and records management.

Looking ahead, we are very excited about the new year and the opportunities it will bring. We have several important initiatives currently in development, including the launch of our K9 Program, a Drone Public Safety Program, the CMU Police Internship Program, and a Law Enforcement Program at Palisade High School. These programs reflect our commitment to innovation, training, and community engagement.

We will continue to provide updates throughout the year as these programs progress and further enhance the services we provide to the great community of Palisade. Thank you for your continued support and partnership.

Respectfully,

**Chief of Police**

Palisade Police Department



## PALISADE BOARD OF TRUSTEES

**Meeting Date:** January 27, 2026

**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 – January 1, 2026 - January 13, 2026

**B. Minutes**

- Minutes from January 13, 2026, Regular Board of Trustees Meeting

TO: Town of Palisade Board of Trustees  
FROM: Karp Neu Hanlon, P.C.  
RE: New Case Law Regarding Criminal Penalties  
DATE: January 20, 2026

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In *In re People v. Camp*; *In re People v. Simons*, the supreme court reviewed whether state law preempts municipal law when setting maximum sentences for certain non-felony offenses. Specifically, it considered whether home-rule municipalities may sentence offenders in excess of the statutory sentencing caps in CRS §§ 18-1.3-501(1)(a.5) and -503(1.5) when the offender violates a municipal ordinance that corresponds to a state offense prohibiting identical conduct. Applying a preemption analysis, the court held that when a municipal ordinance and a state statute prohibit identical conduct, the municipal penalties for such conduct may not exceed the corresponding state penalties for that conduct. Accordingly, while an individual may be prosecuted in municipal court for their ordinance violation, they may not be subjected to penalties that exceed the state caps for the corresponding offenses.

As a result of this ruling, the Town needs to amend the Palisade Municipal Code to ensure compliance with this new law. The Town's general penalty can be found in Chapter 1, Article IV and adding the following safety clause should address any potential conflict: The penalty for any offenses intended to address similar conduct in the Colorado Revised Statutes shall be the penalty for any violation of this Code. The Ordinance on your Agenda amends the Code accordingly.

*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

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
AMENDING CHAPTER 1, ARTICLE IV OF THE PALISADE MUNICIPAL  
CODE TO ENSURE MUNICIPAL PENALTIES DO NOT EXCEED STATE  
PENALTIES FOR SIMILAR OFFENSES**

**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**, the Town has adopted a general penalty for municipal offenses in Article IV of Chapter 1 of the Palisade Municipal Code (the “Code”); and

**WHEREAS**, in a recent Colorado Supreme Court case, the court held that when a municipal ordinance and a state statute prohibit identical conduct, the municipal penalties for such conduct may not exceed the corresponding state penalties for that conduct; and

**WHEREAS**, the Board of Trustees desires to amend the Code to ensure it is in compliance with this new ruling.

**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.** Section 1-82(a) is hereby amended as follows, with underlined text added:

**Sec. 1-82. – General Penalty for violations.**

(a) Unless otherwise specifically provided, any person violating any provisions or failing to comply with any of the mandatory requirements of the ordinances of the Town shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the ordinances of the Town shall be punished by a fine of not more than three hundred dollars (\$300.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment except as hereinafter provided in Section 1-83. In addition, the court may sentence such person to perform a certain number of hours of community or useful public service, not to exceed forty (40) hours, subject to the restrictions of Section 16-11-701, C.R.S. For the purpose of this Section, community or useful public service means any work which is beneficial to the public, any public entity or any bona fide nonprofit private or public organization, which work involves a minimum of direct supervision or other public cost and which work would not, with the exercise of reasonable care, endanger the health or safety of the persons required to work. The court shall assess an amount, not to exceed sixty dollars (\$60.00), upon every person required to

perform community or useful public service pursuant to this Section. The court may waive this fee if the court determines such person to be indigent. The penalty for any offenses intended to address similar conduct in the Colorado Revised Statutes shall be the penalty for any violation of this Code.

**Section 3.** Section 1-83(a) is hereby enacted to read as follows:

**Sec. 1-83. - Application of penalties to juveniles.**

(a) Every person who, at the time of commission of the offense, was at least ten (10) but not yet eighteen (18) years of age, and who is subsequently convicted of or pleads guilty or nolo contendere to, a violation of any provision of this Chapter, shall be punished by a fine of not more than three hundred dollars (\$300.00) per violation or count. In addition, the court may sentence such person to perform a certain number of hours of community or useful public service, not to exceed forty (40) hours, subject to the restrictions of Section 16-11-701, C.R.S. For the purpose of this Section, community or useful public service means any work which is beneficial to the public, any public entity or any bona fide nonprofit private or public organization, which work involves a minimum of direct supervision or other public cost and which work would not, with the exercise of reasonable care, endanger the health or safety of the persons required to work. The court shall assess an amount, not to exceed sixty dollars (\$60.00), upon every person required to perform community or useful public service pursuant to this Section. The court may waive this fee if the court determines the defendant to be indigent. The penalty for any offenses intended to address similar conduct in the Colorado Revised Statutes shall be the penalty for any violation of this Code.

**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 January 27, 2026.

TOWN OF PALISADE, COLORADO

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

ATTEST:

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



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

**Meeting Date:**           **January 27, 2026**

**Presented By:**           **Administration**

**Re:**                       **Highway 6 Access to TerraVin Cellars Land Lease**

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**SUBJECT:**

David Forenza, owner of TerraVin Cellars on Highway 6, submitted a letter to the Town of Palisade requesting a lease on a town-owned parcel to create access to his property. The request is for the improvement of Highway 6, which will limit its current access to only one way from the frontage road, which could cause hardship for his business. By providing access off Highway 6, there is an improved traffic pattern and access to his restaurant and winery.

Please see the exhibits attached.

**Direction:**

Give Direction to the Town Manager to sign the lease agreement with the TerraVin Cellars owner.

December 11, 2024

David Forenza  
349 & 351 W Eighth  
Palisade, CO 81526

Town of Palisade Board of Trustees  
175 E 3<sup>rd</sup> St  
Palisade, CO 81526

RE: Purchase of a portion of 3761 G Rd

To the Board of Trustees:

My name is David Forenza, and I am the managing member of the LLC that owns the properties located at 349 and 351 W Eighth St, and I am also the managing member and part owner of TerraVin Cellars Winery, located at 349 W Eighth. On behalf of TerraVin Cellars, I would like to thank the Town for its hospitality and helping our winery to thrive in its first year. As such, please accept this letter as my interest in purchasing a portion of your property located at 3761 G Rd Palisade, CO. Said property shares our eastern property line and would serve extremely beneficial in successful growth of our Winery, TerraVin Cellars.

I understand that a formal survey of the exact dimensions of the property would need to be performed, but for the purposes of this letter of interest, the description of the property I would like to acquire is as follows: The land from our eastern property line to a point 10 feet to the west of your eastern property line and then to the south approximately 500 feet. I have included a rough drawing for further explanation. The 10-foot portion would allow for continued access to your utility shed at the southernmost end of the parcel.

The acquisition of this land would allow for our production facility and tasting room to expand to a size that is able to accommodate our growing needs. Much to our surprise, we have already approached our maximum capacity for our business and, without space to grow, we will need to look for alternative locations. My hope is that, in purchasing a portion of your property, we will be able to secure adequate space for all our needs for many years to come.

I look forward to discussing this matter soon in more detail and I am hopeful that we can come to an acceptable agreement.

Regards,

  
David Forenza

## GROUND LEASE

THIS AGREEMENT (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the TOWN OF PALISADE, COLORADO, a statutory municipality (the “Town”), and 349 W 8th LLC, a Colorado limited liability company, and 351 W 8th LLC, a Colorado limited liability company, (together, “Lessee”).

WHEREAS, the Town owns that certain real property situated in Mesa County, Colorado known by street address as 3761 G Road, Palisade, CO 81526, and hereinafter referred to as the “Town Parcel”; and

WHEREAS, the Lessee owns that certain real property situated in Mesa County, Colorado known by street addresses as 349 and 351 W. Eighth Street, Palisade, CO 81526, and hereinafter referred to collectively as the “Adjacent Property” that operates as TerraVin Cellars; and

WHEREAS, the Town supports Lessee’s business and its addition to the Town’s wine economy and agrees to lease to Lessee the premises depicted in **Exhibit A** pursuant to the terms and conditions provided herein.

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

1. Grant of Lease. The Town hereby leases to Lessee the premises depicted in **Exhibit A**, hereinafter referred to as the “Premises.”

2. Term. The initial term of this Agreement shall commence on \_\_\_\_\_, 2026, and end on \_\_\_\_\_, 2036 (the “Term”). Provided Lessee is not in default under this Agreement, Lessee shall have the right, upon written notice to the Town at least 60 days prior to expiration of the Term, to renew this Agreement for one additional five year term (the “Renewal Term”).

3. Rent. Rent for the Term and each Renewal Term shall be \$10.00. Rent shall be paid by Lessee to the Town at least 10 days in advance of the first day of the Term and each Renewal Term.

4. Use. The Premises shall be used by Lessee for access as reasonably necessary to access the Adjacent Property and for parking. The Premises shall not be used for any other purpose. Lessee shall not permit any vehicle to be parked in violation of any applicable federal, state and local laws, including, without limitation, the Town of Palisade Municipal Code. Lessee shall not permit any vehicle to be parked that impedes access to the remainder of the Town Parcel. No new structures of any kind shall be erected or moved upon the Premises by Lessee without the express prior written permission of the Town. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards, or nuisances on the Premises. Lessee shall be responsible for any and all improvements to the Premises for its purposed use, including any curb cuts, and maintaining the Premises in a clean and orderly condition, for removing snow, ice, and debris from the Premises and for maintaining any signage used in connection with the Premises. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Town.

5. Insurance. Lessee shall provide the Town with proof of general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limits. Lessee agrees to maintain such insurance during the term of this Agreement. The Town of Palisade shall be named as an additional insured party in the policy.

6. Indemnification. Lessee 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 Lessee, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

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

8. 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.

9. 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.*

10. Assignability. Lessee shall not assign this Agreement without the Town's prior written consent.

11. 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.

12. 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.

13. 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.

14. 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.

15. Notices. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

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

If to Lessee:                            349 W 8<sup>th</sup> LLC  
351 W 8<sup>th</sup> LLC  
349 and 351 W Eighth Street  
Palisade, CO 81526

16. 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.

17. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Lessee, 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

LESSEE

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

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_ as an authorized representative for 349 W 8th LLC and 351 W  
8<sup>th</sup> LLC.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT A  
Legal Description



