



PALISADE BOARD OF TRUSTEES
CONSENT AGENDA
April 23, 2024

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 – March 22, 2024 – April 19, 2024

B. Minutes

- Minutes from March 26, 2024, Regular Board of Trustees Meeting

C. Stipulation between Snowcap Coal Company, Inc. and the Town of Palisade in Water Rights Case and Authorize Town's Water Rights Attorney to Sign

D. Resolution 2024-10 Reappointing Town Officers



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EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – April 23, 2024

Date Range of Payables: March 22, 2024 – April 19, 2024

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 03/22/2024-04/19/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0330240	AFLAC Pre-tax Pay Period: 3/30/	04/04/2024	205.83	.00		
AFLAC INSURANCE	PR0330240	AFLAC After-Tax Pay Period: 3/3	04/04/2024	21.00	.00		
AFLAC INSURANCE	PR0413240	AFLAC Pre-tax Pay Period: 4/13/	04/18/2024	205.83	.00		
AFLAC INSURANCE	PR0413240	AFLAC After-Tax Pay Period: 4/1	04/18/2024	21.00	.00		
COLORADO DEPT OF REVENU	PR0330240	State Withholding Tax Pay Period	04/04/2024	4,294.00	.00		
COLORADO DEPT OF REVENU	PR0413240	State Withholding Tax Pay Period	04/18/2024	4,440.00	.00		
COLORADO STATE TREASURE	PR0330241	State Unemployment Tax Pay Per	04/04/2024	252.83	.00		
COLORADO STATE TREASURE	PR0413241	State Unemployment Tax Pay Per	04/18/2024	259.74	.00		
FICA/MED/ P/R TAXES	PR0330242	Federal Withholding Tax Pay Peri	04/04/2024	12,201.05	.00		
FICA/MED/ P/R TAXES	PR0330242	Social Security Pay Period: 3/30/	04/04/2024	4,175.04	.00		
FICA/MED/ P/R TAXES	PR0330242	Social Security Pay Period: 3/30/	04/04/2024	4,175.04	.00		
FICA/MED/ P/R TAXES	PR0330242	Medicare Pay Period: 3/30/2024	04/04/2024	1,819.22	.00		
FICA/MED/ P/R TAXES	PR0330242	Medicare Pay Period: 3/30/2024	04/04/2024	1,819.22	.00		
FICA/MED/ P/R TAXES	PR0413242	Federal Withholding Tax Pay Peri	04/18/2024	12,675.05	.00		
FICA/MED/ P/R TAXES	PR0413242	Social Security Pay Period: 4/13/	04/18/2024	4,497.43	.00		
FICA/MED/ P/R TAXES	PR0413242	Social Security Pay Period: 4/13/	04/18/2024	4,497.43	.00		
FICA/MED/ P/R TAXES	PR0413242	Medicare Pay Period: 4/13/2024	04/18/2024	1,869.35	.00		
FICA/MED/ P/R TAXES	PR0413242	Medicare Pay Period: 4/13/2024	04/18/2024	1,869.35	.00		
FIRE AND POLICE PENSION	PR0330240	FPPA 457 Pay Period: 3/30/2024	04/04/2024	300.00	.00		
FIRE AND POLICE PENSION	PR0330240	FPPA Fire DD Pay Period: 3/30/2	04/04/2024	739.68	.00		
FIRE AND POLICE PENSION	PR0330240	Police Pension Pay Period: 3/30/	04/04/2024	3,307.97	.00		
FIRE AND POLICE PENSION	PR0330240	Police Pension Pay Period: 3/30/	04/04/2024	2,756.64	.00		
FIRE AND POLICE PENSION	PR0330240	Fire Pension Pay Period: 3/30/20	04/04/2024	2,465.56	.00		
FIRE AND POLICE PENSION	PR0330240	Fire Pension Pay Period: 3/30/20	04/04/2024	2,054.65	.00		
FIRE AND POLICE PENSION	PR0330240	FPPA Police DD Pay Period: 3/30	04/04/2024	992.40	.00		
FIRE AND POLICE PENSION	PR0413240	FPPA Fire DD Pay Period: 4/13/2	04/18/2024	798.32	.00		
FIRE AND POLICE PENSION	PR0413240	FPPA 457 Pay Period: 4/13/2024	04/18/2024	300.00	.00		
FIRE AND POLICE PENSION	PR0413240	Police Pension Pay Period: 4/13/	04/18/2024	3,307.97	.00		
FIRE AND POLICE PENSION	PR0413240	Police Pension Pay Period: 4/13/	04/18/2024	2,756.64	.00		
FIRE AND POLICE PENSION	PR0413240	Fire Pension Pay Period: 4/13/20	04/18/2024	2,512.00	.00		
FIRE AND POLICE PENSION	PR0413240	Fire Pension Pay Period: 4/13/20	04/18/2024	2,217.54	.00		
FIRE AND POLICE PENSION	PR0413240	FPPA Police DD Pay Period: 4/13	04/18/2024	992.40	.00		
ICMA TRST 401 - 107074	PR0330240	ICMA 401K Pay Period: 3/30/202	04/04/2024	2,841.16	2,841.16	04/08/2024	
ICMA TRST 401 - 107074	PR0330240	ICMA 401K Pay Period: 3/30/202	04/04/2024	2,841.16	2,841.16	04/08/2024	
ICMA TRST 401 - 107074	PR0413240	ICMA 401K Pay Period: 4/13/202	04/18/2024	2,968.11	.00		
ICMA TRST 401 - 107074	PR0413240	ICMA 401K Pay Period: 4/13/202	04/18/2024	2,968.11	.00		
ICMA TRST 457 - 304721	PR0330240	ICMA 457 Pay Period: 3/30/2024	04/04/2024	750.00	750.00	04/08/2024	
ICMA TRST 457 - 304721	PR0413240	ICMA 457 Pay Period: 4/13/2024	04/18/2024	750.00	.00		
PETTY CASH - ADMINISTRATIO	TOP CHECKS	TOP Funds to give to Fire Relief D	04/09/2024	7,625.00	7,625.00	04/09/2024	
PETTY CASH - ADMINISTRATIO	TOP CHECKS	TOP Funds to give to Fire Relief D	04/16/2024	21,508.31	21,508.31	04/16/2024	
XCEL ENERGY	868527157 - C	CLINIC UTILITIES - BILLABLE T	03/11/2024	1,269.79	1,269.79	03/19/2024	
XCEL ENERGY	872653449 - C	CLINIC UTILITIES - BILLABLE T	04/09/2024	982.29	.00		
FAMILY SUPPORT REGISTRY	PR0330241	FIPS 056888833 Garnishment P	04/04/2024	115.00	115.00	04/08/2024	
MUTUAL OF OMAHA INSURANC	PR0330241	LTD - MOA Pay Period: 3/30/202	04/04/2024	331.37	.00		
RECREATION PROGRAM REFU	2024 HERITAG	HERITAGE DAYS DONATIONS -	04/17/2024	227.89	.00		
RECREATION PROGRAM REFU	2024.03.25 - LI	GYM RENTAL REFUND	03/25/2024	275.00	275.00	04/02/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - DUE FROM PD - PURCHAS	03/18/2024	422.50	422.50	04/08/2024	
CEBT Payments	PR0330241	PR - Medical Dental Vision Life LI	04/04/2024	8.75	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life E	04/04/2024	24.75	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	30,555.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	444.25	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	888.50	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	615.75	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	3,694.50	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	533.25	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life M	04/04/2024	1,066.50	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	1,023.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	15.75	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	31.50	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	39.75	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	175.50	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	48.50	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life D	04/04/2024	97.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	231.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	7.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	14.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	6.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	36.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	13.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life VI	04/04/2024	26.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life LI	04/04/2024	287.00	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life LI	04/04/2024	101.26	.00		
CEBT Payments	PR0330241	PR - Medical Dental Vision Life LI	04/04/2024	12.80	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life LI	04/18/2024	8.75	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life E	04/18/2024	11.25	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life M	04/18/2024	873.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life M	04/18/2024	444.25	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life M	04/18/2024	615.75	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life M	04/18/2024	533.25	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life D	04/18/2024	31.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life D	04/18/2024	15.75	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life D	04/18/2024	39.75	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life D	04/18/2024	48.50	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life VI	04/18/2024	7.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life VI	04/18/2024	7.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life VI	04/18/2024	6.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life VI	04/18/2024	13.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life LI	04/18/2024	7.00	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life LI	04/18/2024	101.29	.00		
CEBT Payments	PR0413241	PR - Medical Dental Vision Life LI	04/18/2024	12.83	.00		
CA STATE DISBURSEMENT UNI	PR0330241	DF238534 Child Support - CALIF	04/04/2024	173.53	173.53	04/08/2024	
CA STATE DISBURSEMENT UNI	PR0413241	DF238534 Child Support - CALIF	04/18/2024	173.53	.00		
Total :				173,794.61	37,821.45		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ADMINISTRATION							
CASELLE, INC.	131060	ADMIN - COMP SERVICES - ELE	02/05/2024	275.00	.00		
CASELLE, INC.	131742	ADDITIONAL SERVICES - ONLIN	03/29/2024	3,000.00	.00		
CIRSA	240858	LIABILITY INSURANCE - ADMIN	04/01/2024	27,669.73	.00		
HOME DEPOT CREDIT SERVICE	APR 24 LATE	ADMIN - LATE FEE ON STATEM	03/29/2024	29.00	.00		
MESA COUNTY	RT-000777	GVMPO IGA	04/03/2024	4,636.00	.00		
OFFICE DEPOT	360528622001	OFFICE SUPPLY - ADMIN	04/10/2024	202.05	.00		
OFFICE DEPOT	360528622001	OFFICE SUPPLY - ADMIN	04/10/2024	1.63	.00		
OFFICE DEPOT	360528622001	OFFICE SUPPLY - ADMIN	04/10/2024	13.22	.00		
OFFICE DEPOT	360528622001	OFFICE SUPPLY - ADMIN	04/10/2024	24.80	.00		
OFFICE DEPOT	360528622001	OPERATING SUPPLY-ADMIN	04/10/2024	57.99	.00		
OFFICE DEPOT	360528622001	OFFICE SUPPLY - ADMIN-CRED	04/10/2024	4.50-	.00		
PRECISION PRINTING	79155	ADMIN - PRINTING & PUBLISHI	03/19/2024	3,371.56	.00		
CENTURY LINK	04012024	1343 - TOWN HALL INTERNET-R	04/01/2024	186.31	.00		
CENTURY LINK	04012024	9016 - ADMIN. FAX	04/01/2024	118.57	.00		
XCEL ENERGY	APR 2024 BILL	ADMINISTRATION LIGHTS	04/01/2024	561.43	.00		
XCEL ENERGY	APR 2024 BILL	FD - CNL	04/01/2024	50.81	.00		
XCEL ENERGY	MAR 2024 BIL	ADMINISTRATION LIGHTS	03/01/2024	1,241.10	1,241.10	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	IT FOR CNL ROOM	03/01/2024	38.80	38.80	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	IT FOR CNL ROOM	03/01/2024	27.86	27.86	03/19/2024	
J-U-B ENGINEERS	0171247	ADMIN - GENERAL ENGINEERI	03/14/2024	5,325.80	.00		
KARP NEU HANLON, PC	47217	ADMIN - PROFESSIONAL SERVI	04/03/2024	5,939.00	.00		
WILLIAM CARLSON	2024.03.21 - M	MILEAGE	03/21/2024	68.34	68.34	04/02/2024	
ALPINE BANK CC	JH 3061 MAR	ADMIN - DUES - ADOBE - JH	03/18/2024	59.99	59.99	04/08/2024	
ALPINE BANK CC	JH 3061 MAR	ADMIN - OPERATING - INTERVI	03/18/2024	149.00	149.00	04/08/2024	
ALPINE BANK CC	JH 3061 MAR	ADMIN - OPERATING - INTERVI	03/18/2024	149.00	149.00	04/08/2024	
ALPINE BANK CC	JH 3061 MAR	ADMIN - OPERATING - INTERVI	03/18/2024	143.84	143.84	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	ADMIN - PD SURFACE PRO CO	03/18/2024	235.00	235.00	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING	03/18/2024	56.81	56.81	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING - FOOD	03/18/2024	72.71	72.71	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - ELECTION EXPENSES	03/18/2024	25.81	25.81	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING	03/18/2024	310.04	310.04	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING - FOOD	03/18/2024	158.70	158.70	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING - FOOD	03/18/2024	193.00	193.00	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	ADMIN - OPERATING - FLOWER	03/18/2024	65.00	65.00	04/08/2024	
ALPINE BANK CC	TRVL2 3665 M	ADMIN - OPERATING	03/18/2024	7.98	7.98	04/08/2024	
ALPINE BANK CC	TRVL2 3665 M	ADMIN - OPERATING	03/18/2024	7.98-	7.98-	04/08/2024	
ALPINE BANK CC	TRVL2 3665 M	ADMIN - OPERATING	03/18/2024	21.45	21.45	04/08/2024	
ALPINE BANK CC	TWARD 0381	ADMIN - OPERATING - FOOD	03/18/2024	45.56	45.56	04/08/2024	
SEACHANGE PRINTING & MAR	42917	ELECTION EXPENSES	03/21/2024	6,018.39	.00		
COLUMN SOFTWARE, PBC	4E284DA7-017	PUBLIC NOTICE - APRIL 2024 E	04/12/2024	19.52	.00		
SPECTRUM	108289601040	IT CHARGES - COMMUNITY CE	04/01/2024	129.99	.00		
SPECTRUM	126548301040	ADMIN - FIBER INTERNET	04/01/2024	506.35	.00		
ZEN COMMUNICATIONS LLC	IN17632	ADMIN - TELEPHONE	04/01/2024	203.00	.00		
AMAZON CAPITAL SERVICES	131F-QRFQ-Y	ADMIN - OFFICE SUPPLIES	04/01/2024	9.70	9.70	04/08/2024	
AMAZON CAPITAL SERVICES	131F-QRFQ-Y	ADMIN - OFFICE SUPPLIES	04/01/2024	20.40	20.40	04/08/2024	
AMAZON CAPITAL SERVICES	131F-QRFQ-Y	ADMIN - COMPUTER HARDWAR	04/01/2024	1,001.88	1,001.88	04/08/2024	
MARILLAC CLINIC, INC	2024.04.10 ED	EDESIA DINNER - TABLE FOR B	04/10/2024	150.00	.00		
AT&T MOBILITY LLC	287313337970	TOWN MANAGER	03/20/2024	44.03	.00		
ALL COPY PRODUCTS, INC	AR4332317	MAIN COPIER MAINTENANCE C	04/04/2024	175.00	.00		
IRONEDGE GROUP LTD	IEG-38491	COMPUTER SERVICES	04/01/2024	8,651.27	8,651.27	04/08/2024	
MAIL MANAGERS	3624	TOWN NEWSLETTER	03/21/2024	690.23	.00		
MAIL MANAGERS	3625	POSTCARDS - TOWN CONTACT	03/21/2024	690.23	.00		
Total ADMINISTRATION:				72,830.40	12,745.26		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COMMUNITY DEVELOPMENT							
J-U-B ENGINEERS	0171247	COMM DEV - GENERAL	03/14/2024	114.50	.00		
J-U-B ENGINEERS	0171307 - GAT	COMM DEV - GATEWAY MAPPI	03/18/2024	268.40	.00		
ALPINE BANK CC	TODDW 4648	COMM DEV - DUES	03/18/2024	60.00	60.00	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	COMM DEV - TELEPHONE	04/01/2024	27.07	.00		
AT&T MOBILITY LLC	287313337970	PLANNING GIS	03/20/2024	40.04	.00		
Total COMMUNITY DEVELOPMENT:				510.01	60.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TOURISM FUND							
ALPINE BANK CC	KF 3160 MAR	TOURISM - ON LINE MARKETIN	03/18/2024	88.68	88.68	04/08/2024	
ALPINE BANK CC	KF 3160 MAR	TOURISM - ON LINE MARKETIN	03/18/2024	240.00	240.00	04/08/2024	
SLATE COMMUNICATIONS, LLC	3080	5245 - TAB - MARKETING	03/31/2024	833.33	.00		
SLATE COMMUNICATIONS, LLC	3080	5247 - TAB - MARKETING	03/31/2024	1,666.67	.00		
SLATE COMMUNICATIONS, LLC	3080	5249 - TAB - MARKETING	03/31/2024	2,500.00	.00		
SLATE COMMUNICATIONS, LLC	3080	5250 - TAB - MARKETING	03/31/2024	2,500.00	.00		
SLATE COMMUNICATIONS, LLC	3080	5251 - TOWN WEBSITE	03/31/2024	1,666.67	.00		
SLATE COMMUNICATIONS, LLC	3080	5255 - TAB - MARKETING	03/31/2024	833.33	.00		
Total TOURISM FUND:				10,328.68	328.68		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
RECREATION							
COLORADO DEPT OF AGRICUL	MKT-FFD-24-6	SUNDAY MKT ADVERTISING	03/12/2024	25.00	25.00	04/08/2024	
Total RECREATION:				25.00	25.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COURT							
ALPINE BANK CC	KF 3160 MAR	COURT - DUES/SUBSCRIPTION	03/18/2024	100.00	100.00	04/08/2024	
LeMOINE & GRAVES, P.C.	7796	COURT - PROSECUTING ATTO	04/01/2024	962.50	.00		
Total COURT:				1,062.50	100.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POLICE							
CITY OF GRAND JUNCTION	2024-0007721	911 CHARGES - PD - 2024	03/20/2024	11,079.10	.00		
CONSOLIDATED COMMUNICATI	2024-000-325	CCNC MEMBERSHIP FEE - SMA	03/15/2024	100.00	100.00	04/08/2024	
CENTURY LINK	04012024	1343 - PD INTOXICATOR PORTI	04/01/2024	35.00	.00		
CENTURY LINK	04012024	0032 DATA - POLICE DATA	04/01/2024	3,164.62	.00		
TAYLOR FENCE COMPANY /	G61692	FENCE	04/08/2024	431.60	.00		
WESTERN SLOPE AUTO	258120	PD VEHICLE MAINTENANCE	04/03/2024	254.94	.00		
COOP COUNTRY	260283	PD CAR WASH	04/10/2024	6.25	.00		
COOP COUNTRY	260284	PD CAR WASH	04/10/2024	6.25	.00		
COOP COUNTRY	260285	PD CAR WASH	04/10/2024	4.50	.00		
COOP COUNTRY	260286	PD CAR WASH	04/10/2024	6.25	.00		
COOP COUNTRY	260471	PD CAR WASH	04/17/2024	2.75	.00		
COOP COUNTRY	260472	PD CAR WASH	04/17/2024	4.25	.00		
COOP COUNTRY	260474	PD CAR WASH	04/17/2024	1.50	.00		
COOP COUNTRY	260475	PD CAR WASH	04/17/2024	1.50	.00		
COOP COUNTRY	260477	PD CAR WASH	04/17/2024	1.50	.00		
COOP COUNTRY	260478	PD CAR WASH	04/17/2024	5.50	.00		
COOP COUNTRY	260479	PD CAR WASH	04/17/2024	4.25	.00		
COOP COUNTRY	260480	PD CAR WASH	04/17/2024	3.75	.00		
COOP COUNTRY	260743	PD CAR WASH	04/17/2024	3.50	.00		
COOP COUNTRY	260746	PD CAR WASH	04/17/2024	2.00	.00		
POST, MARK	04.15.2024 FU	EVIDENCE TRAVEL - FUEL REI	04/15/2024	45.26	.00		
HOLE IN THE WALL SHIRT SHO	2486	PD UNIFORMS	04/03/2024	162.40	.00		
ALPINE BANK CC	JS 2304 MAR 2	PD - PURCHASE IN ERROR - TO	03/18/2024	60.21	60.21	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	ADMIN - PD SURFACE PRO CO	03/18/2024	1,330.73	1,330.73	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - OPERATING SUPPLIES	03/18/2024	293.93	293.93	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - OPERATING SUPPLIES	03/18/2024	349.93	349.93	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - OPERATING SUPPLIES	03/18/2024	349.93-	349.93-	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - OPERATING SUPPLIES	03/18/2024	293.93-	293.93-	04/08/2024	
ALPINE BANK CC	JS 2304 MAR 2	PD - OPERATING SUPPLIES	03/18/2024	65.00	65.00	04/08/2024	
ALPINE BANK CC	MARCB 5627	PD - REP&MAINT - VEHICLE	03/18/2024	171.96	171.96	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	POLICE - TELEPHONE	04/01/2024	25.37	.00		
AMAZON CAPITAL SERVICES	1CND-PQJC-3	PD - OPERATING	04/01/2024	69.95-	69.95-	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	119.99	119.99	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - VEHICLE REPAIR & MAINT	04/01/2024	92.97	92.97	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	145.97	145.97	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	29.75	29.75	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	69.95	69.95	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	119.13	119.13	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	47.98	47.98	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	74.20	74.20	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	19.98	19.98	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	29.99	29.99	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	38.84	38.84	04/08/2024	
AMAZON CAPITAL SERVICES	1JQD-X9MG-4	PD - OPERATING	04/01/2024	3.57-	3.57-	04/08/2024	
RHINEHART OIL CO., LLC	IN-004600-24	PD - GAS/DIESEL	04/05/2024	160.80	.00		
RHINEHART OIL CO., LLC	IN-015219-24	PD - GAS/DIESEL	04/12/2024	250.17	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	PD - GAS/DIESEL	02/14/2024	192.17	192.17	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	PD - GAS/DIESEL	02/16/2024	98.42	98.42	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	PD - GAS/DIESEL	02/23/2024	162.99	162.99	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	PD - GAS/DIESEL	03/01/2024	211.98	211.98	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	PD - GAS/DIESEL	03/08/2024	179.62	179.62	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	PD - GAS/DIESEL	03/15/2024	231.85	231.85	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	PD - GAS/DIESEL	03/22/2024	170.95	170.95	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	PD - GAS/DIESEL	03/29/2024	236.87	.00		
AT&T MOBILITY LLC	287313337970	POLICE CELL PHONES	03/20/2024	577.43	.00		
AT&T MOBILITY LLC	287313337970	POLICE DATA	03/20/2024	600.60	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SWARD'S SWEETS & EATS	2024.03.27	PD - FOOD	03/27/2024	100.00	100.00	04/08/2024	
SCHIMEK, PETER	2024.02.09 ST	PD - REIMBURSEMENT	02/09/2024	108.25	108.25	04/02/2024	
GIRARDI'S TOWING INC	63781	PD - PROF SERVICES - TOW	04/11/2024	273.57	.00		
RECREATIONAL ELECTRICAL, L	12789	PD - VEHICLE GRAPHICS	03/06/2024	2,680.00	2,680.00	04/08/2024	
PROCOM LLC	107376	PD - PROFESSIONAL SERVICE	03/31/2024	75.00	75.00	04/08/2024	
Total POLICE:				24,005.84	6,654.36		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CEMETERY							
GOODWIN SERVICE, INC.	T4319	TOILET CLEANING - CEMETER	04/01/2024	105.00	105.00	04/08/2024	
GRAINGER, INC.	9061220738	CEMETERY - IRRIGATION PART	03/21/2024	2,067.43	2,067.43	04/08/2024	
FERGUSON US HOLDINGS, INC	1503172	CEMETERY - IRRIGATION UPG	03/15/2024	3,445.85	.00		
FERGUSON US HOLDINGS, INC	1504836	CEMETERY - IRRIGATION UPG	03/22/2024	578.51	.00		
FERGUSON US HOLDINGS, INC	1504996	CEMETERY - IRRIGATION UPG	03/22/2024	430.08	.00		
FERGUSON US HOLDINGS, INC	1505097	CEMETERY - IRRIGATION UPG	03/25/2024	23.07	.00		
UPLAND GRAVEL	10100	CEMETERY - PEA GRAVEL	04/02/2024	333.99	.00		
XCEL ENERGY	APR 2024 BILL	CEMETERY LIGHTS	04/01/2024	58.94	.00		
XCEL ENERGY	MAR 2024 BIL	CEMETERY LIGHTS	03/01/2024	105.39	105.39	03/19/2024	
RHINEHART OIL CO., LLC	IN-004600-24	CEMETERY - GAS/DIESEL	04/05/2024	33.72	.00		
RHINEHART OIL CO., LLC	IN-015219-24	CEMETERY - GAS/DIESEL	04/12/2024	64.14	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	CEMETERY - GAS/DIESEL	02/14/2024	52.00	52.00	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	CEMETERY - GAS/DIESEL	02/16/2024	23.74	23.74	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	CEMETERY - GAS/DIESEL	02/23/2024	34.18	34.18	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	CEMETERY - GAS/DIESEL	03/01/2024	44.45	44.45	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	CEMETERY - GAS/DIESEL	03/08/2024	49.06	49.06	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	CEMETERY - GAS/DIESEL	03/15/2024	48.61	48.61	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	CEMETERY - GAS/DIESEL	03/22/2024	35.84	35.84	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	CEMETERY - GAS/DIESEL	03/29/2024	56.30	.00		
Total CEMETERY:				7,590.30	2,565.70		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FIRE / EMS							
BOUND TREE MEDICAL, LLC	85299495	MEDICAL SUPPLIES/EMS	04/02/2024	1,138.97	.00		
CIRSA	240858	LIABILITY INSURANCE - FIRE	04/01/2024	3,028.41	.00		
CITY OF GRAND JUNCTION	2024-0007721	911 CHARGES - FD - 2024	03/20/2024	3,139.07	.00		
FIRE AND POLICE PENSION	PR0413240	FPPA Fire DD Pay Period: 4/13/2	04/18/2024	46.66	.00		
FIRE AND POLICE PENSION	PR0413240	Fire Pension Pay Period: 4/13/20	04/18/2024	129.60	.00		
CENTURY LINK	04012024	9913 - FIRE ALARM	04/01/2024	228.43	.00		
CENTURY LINK	04012024	0032 DATA - FIRE ALERT SYS.	04/01/2024	3,164.62	.00		
PYE-BARKER FIRE & SAFETY L	PSI1255448	FD - OPERATING	03/08/2024	978.00	978.00	04/02/2024	
PYE-BARKER FIRE & SAFETY L	PSI1271823	FIRE EXTINGUISHERS	04/01/2024	511.00	.00		
TWO-WAY COMMUNICATIONS	10-01192	FD- RADIO CHARGER	01/26/2024	198.00	.00		
TWO-WAY COMMUNICATIONS	20-00464	FD- RADIO INSTALL/MOUNTING	04/01/2024	1,037.70	.00		
XCEL ENERGY	APR 2024 BILL	FIRE/EMS LIGHTS	04/01/2024	1,158.80	.00		
XCEL ENERGY	MAR 2024 BIL	FIRE/EMS LIGHTS	03/01/2024	3,024.76	3,024.76	03/19/2024	
SPECTRUM ENTERPRISE	000082003212	INTERNET FIRE DEPT.	03/21/2024	169.98	.00		
QUILL LLC	38105276	FD - OFFICE SUPPLIES	04/09/2024	73.99	.00		
MUNICIPAL EMERGENCY SERV	IN2029103	FD - PPE - STRUCTURE GEAR	03/26/2024	1,156.09	1,156.09	04/02/2024	
THE COWBOY & THE ROSE	671	FD ANNUAL BANQUET	04/03/2024	1,897.50	.00		
CURTIS	INV804717	FD - PPE GEAR	03/25/2024	9,872.19	.00		
E & E DOOR AND WINDOW	37365	FD DOOR REPAIRS	03/12/2024	319.60	319.60	04/08/2024	
ALPINE BANK CC	CB 5827 MAR	FD - UNIFORMS	03/18/2024	1,156.43	1,156.43	04/08/2024	
ALPINE BANK CC	CB 5827 MAR	FD - VEHICLE REPAIR & MAINT	03/18/2024	93.98	93.98	04/08/2024	
ALPINE BANK CC	CB 5827 MAR	FD - PPE	03/18/2024	430.05	430.05	04/08/2024	
ALPINE BANK CC	JD 9512 MAR	FD - TRAINING	03/18/2024	48.42	48.42	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	FIRE - TELEPHONE	04/01/2024	182.70	.00		
OKLAHOMA STATE UNIVERSITY	258539	FD - TRAINING	02/12/2024	760.00	.00		
OKLAHOMA STATE UNIVERSITY	258540	FD - TRAINING	02/12/2024	1,154.00	.00		
HARTMAN BROTHERS, INC	417644	FD - EMS/MEDICAL SUPPLIES -	04/04/2024	21.35	.00		
AMAZON CAPITAL SERVICES	1NX9-XV96-1X	FD - OPERATING	04/01/2024	19.99	19.99	04/08/2024	
AMAZON CAPITAL SERVICES	1NX9-XV96-1X	FD - OPERATING	04/01/2024	13.99	13.99	04/08/2024	
AMAZON CAPITAL SERVICES	1NX9-XV96-1X	FD - VEHICLE MAINTENANCE	04/01/2024	19.49	19.49	04/08/2024	
RHINEHART OIL CO., LLC	IN-004600-24	FD/EMS - GAS/DIESEL	04/05/2024	20.75	.00		
RHINEHART OIL CO., LLC	IN-015219-24	FD/EMS - GAS/DIESEL	04/12/2024	222.87	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	FD/EMS - GAS/DIESEL	02/14/2024	215.76	215.76	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	FD/EMS - GAS/DIESEL	02/16/2024	63.39	63.39	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	FD/EMS - GAS/DIESEL	02/23/2024	21.03	21.03	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	FD/EMS - GAS/DIESEL	03/01/2024	27.35	27.35	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	FD/EMS - GAS/DIESEL	03/08/2024	209.08	209.08	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	FD/EMS - GAS/DIESEL	03/15/2024	29.92	29.92	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	FD/EMS - GAS/DIESEL	03/22/2024	22.06	22.06	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	FD/EMS - GAS/DIESEL	03/29/2024	138.81	.00		
AT&T MOBILITY LLC	287313337970	FIRE CELL PHONES	03/20/2024	351.40	.00		
AT&T MOBILITY LLC	287313337970	FIRE HOTSPOTS	03/20/2024	160.16	.00		
SEA-WESTERN, INC	INV30776	FD - PPE - GEAR	03/19/2024	1,874.80	1,874.80	04/02/2024	
DONOHOO CHEVROLET LLC	04062024	FD BRUSH TRUCK - CHASSIS	04/09/2024	69,221.64	69,221.64	04/11/2024	
Total FIRE / EMS:				107,752.79	78,945.83		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
EMS							
BOOKCLIFF AUTO PARTS INC	698401	STREETS / PARKS SHARED CO	03/14/2024	17.57	17.57	04/08/2024	
BOOKCLIFF AUTO PARTS INC	698810	STREETS / PARKS SHARED CO	03/15/2024	20.88	20.88	04/08/2024	
BOOKCLIFF AUTO PARTS INC	706311	STREETS / PARKS SHARED CO	04/03/2024	113.70	.00		
BOOKCLIFF AUTO PARTS INC	708381	STREETS / PARKS SHARED CO	04/08/2024	396.54	.00		
BOOKCLIFF AUTO PARTS INC	708807	STREETS / PARKS SHARED CO	04/09/2024	42.00	.00		
BOOKCLIFF AUTO PARTS INC	708814	STREETS / PARKS SHARED CO	04/09/2024	47.88	.00		
BOOKCLIFF AUTO PARTS INC	709872	STREETS / PARKS SHARED CO	04/11/2024	91.24	.00		
ALPINE BANK CC	DM 8764 MAR	SHARED EXPENSES	03/18/2024	4.25	4.25	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	11.00	11.00	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	1.60	1.60	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	10.49	10.49	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	15.49	15.49	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	11.99	11.99	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	21.69	21.69	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	6.00	6.00	04/08/2024	
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	03/18/2024	109.99	109.99	04/08/2024	
BAILEY FLEET SERVICES LLC /	63913	SHARED EXPENSES - REP & M	03/27/2024	4,372.49	.00		
Total EMS:				5,294.80	230.95		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STREETS							
CIRSA	240858	LIABILITY INSURANCE - STREE	04/01/2024	1,847.61	.00		
PLAZA REPROGRAPHICS	295155	MARKING PAINT - STREETS	04/12/2024	78.50	.00		
XCEL ENERGY	APR 2024 BILL	STREET LIGHTS	04/01/2024	153.32	.00		
XCEL ENERGY	APR 2024 BILL	307 MAIN -CHARGING STATION	04/01/2024	87.16	.00		
XCEL ENERGY	APR 2024 BILL	STREET LIGHTS	04/01/2024	3,245.83	.00		
XCEL ENERGY	MAR 2024 BIL	STREET LIGHTS	03/01/2024	229.38	229.38	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	307 MAIN -CHARGING STATION	03/01/2024	91.72	91.72	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	STREET LIGHTS	03/01/2024	5,206.15	5,206.15	03/19/2024	
ALPINE BANK CC	DM 8764 MAR	STREETS - OPERATING	03/18/2024	26.81	26.81	04/08/2024	
ALPINE BANK CC	DM 8764 MAR	STREETS - OPERATING	03/18/2024	9.18	9.18	04/08/2024	
ALPINE BANK CC	FM 3145 MAR	STREETS - REP & MAINT STRE	03/18/2024	76.50	76.50	04/08/2024	
ALPINE BANK CC	MARCB 5627	STREETS - OPERATING - FOOD	03/18/2024	29.65	29.65	04/08/2024	
RHINEHART OIL CO., LLC	IN-004600-24	STREETS - GAS/DIESEL	04/05/2024	84.29	.00		
RHINEHART OIL CO., LLC	IN-015219-24	STREETS - GAS/DIESEL	04/12/2024	160.34	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	STREETS - GAS/DIESEL	02/14/2024	130.00	130.00	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	STREETS - GAS/DIESEL	02/16/2024	59.36	59.36	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	STREETS - GAS/DIESEL	02/23/2024	85.44	85.44	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	STREETS - GAS/DIESEL	03/01/2024	111.12	111.12	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	STREETS - GAS/DIESEL	03/08/2024	122.64	122.64	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	STREETS - GAS/DIESEL	03/15/2024	121.54	121.54	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	STREETS - GAS/DIESEL	03/22/2024	89.61	89.61	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	STREETS - GAS/DIESEL	03/29/2024	140.75	.00		
AT&T MOBILITY LLC	287313337970	STREETS	03/20/2024	40.04	.00		
Total STREETS:				12,226.94	6,389.10		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WATER							
GARFIELD & HECHT, P.C.	258465	LEGAL SERVICES-WATER	02/29/2024	265.00	265.00	04/08/2024	
CASTINGS, INC.	72157	METER PIT PARTS	03/27/2024	1,480.28	1,480.28	04/08/2024	
CASTINGS, INC.	72244	METER PIT PARTS	04/10/2024	276.00	.00		
CIRSA	240858	LIABILITY INSURANCE - WATER	04/01/2024	11,024.97	.00		
CITY OF GRAND JUNCTION	2024-0007332	WATER - LAB FEES	03/29/2024	283.28	.00		
COLORADO RURAL WATER AS	2843	WATER - DUES & SUBSCRIPTIO	12/31/2023	450.00	450.00	04/08/2024	
DANA KEPNER COMPANY	1574618-03	WATER DIST - METERS	04/02/2024	25,870.32	.00		
DANA KEPNER COMPANY	1583885-02	WATER DIST - METER PARTS	03/20/2024	499.12	499.12	04/08/2024	
DANA KEPNER COMPANY	1596147-00	WATERLINE REPAIRS - STOCK	04/16/2024	2,023.94	.00		
FERGUSON US HOLDINGS, INC	1505640	WATER DIST - OPERATING	03/27/2024	508.04	.00		
FERGUSON US HOLDINGS, INC	1506128	WATER DIST - OPERATING	03/28/2024	581.12	.00		
FERGUSON US HOLDINGS, INC	1509036	WATER TOWER PARTS	04/09/2024	58.15	.00		
FERGUSON US HOLDINGS, INC	1509351	WATER LINE REPAIR	04/06/2024	868.92	.00		
MOUNTAIN PEAK CONTROLS	30473	WATER TREATMENT PLANT - P	03/25/2024	300.00	300.00	04/08/2024	
CENTURY LINK	04012024	7148 - CARETAKER RESERVOI	04/01/2024	70.58	.00		
SENSUS USA, INC.	ZA 24006212	ANNUAL SENSUS SYS SUPPOR	03/21/2024	1,949.94	.00		
U S POSTOFFICE	MAR 2024 BIL	WATER	04/01/2024	223.91	223.91	04/02/2024	
UTILITY NOTIFICATION	224031025	UTILITY LOCATES - WATER	03/31/2024	86.43	.00		
WESTERN COLORADO AG-SER	7852	WEED CONTROL- STREETS	03/26/2024	2,621.45	2,621.45	04/08/2024	
XCEL ENERGY	APR 2024 BILL	WATER LIGHTS	04/01/2024	422.77	.00		
XCEL ENERGY	APR 2024 BILL	175 1/2 E. 3RS - BULK WATER S	04/01/2024	56.30	.00		
XCEL ENERGY	MAR 2024 BIL	WATER LIGHTS	03/01/2024	525.38	525.38	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	175 1/2 E. 3RS - BULK WATER S	03/01/2024	103.45	103.45	03/19/2024	
DPE, LLC	8546	SITE LEASE-PAL PT.	03/31/2024	75.00	75.00	04/08/2024	
WATER TECHNOLOGY GROUP	5581858	WATER PLANT PUMP	12/28/2023	14,059.12	.00		
J-U-B ENGINEERS	0171247	CABIN RESERVOIR	03/14/2024	352.00	.00		
CORE & MAIN	U624470	WATER DIST - PIPELINE MAINT	03/29/2024	344.75	344.75	04/08/2024	
COLORADO CSG II LLC	10229384	SUBSCRIBER - WATER	04/01/2024	488.83	488.83	04/08/2024	
ALPINE BANK CC	BF 4622 MAR	WATER - TRAINING	03/18/2024	100.00	100.00	04/08/2024	
ALPINE BANK CC	BF 4622 MAR	WATER TREATMENT - OPERATI	03/18/2024	733.00	733.00	04/08/2024	
ALPINE BANK CC	BF 4622 MAR	WATER TREATMENT - OPERATI	03/18/2024	70.69	70.69	04/08/2024	
ALPINE BANK CC	BF 4622 MAR	WATER - OPERATING	03/18/2024	26.98	26.98	04/08/2024	
ALPINE BANK CC	MARCB 5627	WATER - OPERATING	03/18/2024	11.90	11.90	04/08/2024	
ALPINE BANK CC	MARCB 5627	WATER - OPERATING	03/18/2024	23.80	23.80	04/08/2024	
ALPINE BANK CC	MARCB 5627	WATER - OPERATING	03/18/2024	21.99	21.99	04/08/2024	
ALPINE BANK CC	MATTB 5635 M	WATER - TRAINING	03/18/2024	150.00	150.00	04/08/2024	
ALPINE BANK CC	MATTB 5635 M	WATER - OPERATING	03/18/2024	12.40	12.40	04/08/2024	
SPECTRUM	126548301040	WATER TREATMENT - FIBER IN	04/01/2024	116.85	.00		
ZEN COMMUNICATIONS LLC	IN17632	WATER - TELEPHONE	04/01/2024	111.65	.00		
AMAZON CAPITAL SERVICES	1WYM-7R7J-Y	WATER - VEHICLE MAINTENAN	04/01/2024	219.95	219.95	04/08/2024	
AMAZON CAPITAL SERVICES	1WYM-7R7J-Y	WATER - VEHICLE MAINTENAN	04/01/2024	18.99	18.99	04/08/2024	
AMAZON CAPITAL SERVICES	1WYM-7R7J-Y	WATER - OPERATING SUPPLIE	04/01/2024	12.89	12.89	04/08/2024	
RHINEHART OIL CO., LLC	IN-004600-24	WATER - GAS/DIESEL	04/05/2024	118.01	.00		
RHINEHART OIL CO., LLC	IN-015219-24	WATER - GAS/DIESEL	04/12/2024	224.48	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	WATER - GAS/DIESEL	02/14/2024	181.99	181.99	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	WATER - GAS/DIESEL	02/16/2024	83.10	83.10	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	WATER - GAS/DIESEL	02/23/2024	119.62	119.62	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	WATER - GAS/DIESEL	03/01/2024	155.57	155.57	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	WATER - GAS/DIESEL	03/08/2024	171.70	171.70	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	WATER - GAS/DIESEL	03/15/2024	170.15	170.15	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	WATER - GAS/DIESEL	03/22/2024	125.46	125.46	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	WATER - GAS/DIESEL	03/29/2024	197.06	.00		
AT&T MOBILITY LLC	287313337970	WATER	03/20/2024	302.78	.00		
NATIONAL TRENCH SAFETY, IN	804662	WATER DIST - PLATE RENTAL	03/18/2024	61.53	61.53	04/08/2024	
J-U-B ENGINEERS	0171254	CAPITAL PROJECTS - WATER F	03/14/2024	9,209.10	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total WATER:				78,620.69	9,848.88		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER PLANT							
CIRSA	240858	LIABILITY INSURANCE - SEWER	04/01/2024	2,217.12	.00		
FREMAREK, INC	0814700-IN	SEWER PLANT CHEMICALS - T	03/20/2024	2,396.44	2,396.44	04/08/2024	
CENTURY LINK	04012024	1319 - SEWER & CALL OUT	04/01/2024	160.89	.00		
U S POSTOFFICE	MAR 2024 BIL	TRASH	04/01/2024	55.97	55.97	04/02/2024	
UNITED RENTALS	232520535-00	SEWER VEHICLE - 2019 RAM	04/11/2024	24,803.00	24,803.00	04/11/2024	
HD SUPPLY INC DBA/	INV00320892	SEWER PLANT SUPPLIES	04/01/2024	1,386.39	.00		
XCEL ENERGY	APR 2024 BILL	SEWER LIGHTS	04/01/2024	522.43	.00		
XCEL ENERGY	APR 2024 BILL	661 BRENTWOOD DR	04/01/2024	13.32	.00		
XCEL ENERGY	MAR 2024 BIL	SEWER LIGHTS	03/01/2024	1,417.96	1,417.96	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	661 BRENTWOOD DR	03/01/2024	13.32	13.32	03/19/2024	
COLORADO CSG II LLC	10229384	SUBSCRIBER - SEWER	04/01/2024	488.83	488.83	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	SEWER TREATMENT - TELEPH	04/01/2024	45.67	.00		
RHINEHART OIL CO., LLC	IN-004600-24	SEWER - GAS/DIESEL	04/05/2024	33.70	.00		
RHINEHART OIL CO., LLC	IN-015219-24	SEWER - GAS/DIESEL	04/12/2024	64.13	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	SEWER - GAS/DIESEL	02/14/2024	52.00	52.00	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	SEWER - GAS/DIESEL	02/16/2024	23.75	23.75	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	SEWER - GAS/DIESEL	02/23/2024	34.16	34.16	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	SEWER - GAS/DIESEL	03/01/2024	44.45	44.45	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	SEWER - GAS/DIESEL	03/08/2024	49.07	49.07	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	SEWER - GAS/DIESEL	03/15/2024	48.60	48.60	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	SEWER - GAS/DIESEL	03/22/2024	35.85	35.85	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	SEWER - GAS/DIESEL	03/29/2024	56.31	.00		
PLUMBING SYSTEMS INC	170607	SEWER TREATMENT - PUMP &	03/27/2024	3,580.00	.00		
J-U-B ENGINEERS	0171244	CAPITAL PROJECT - SEWER - G	03/14/2024	89,800.00	.00		
Total SEWER PLANT:				127,343.36	29,463.40		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER COLLECTION							
CIRSA	240858	LIABILITY INSURANCE - SEWER	04/01/2024	2,273.97	.00		
ROTO ROOTER PLUMBING	86800943	PIPE CLEANING	03/13/2024	576.00	576.00	04/08/2024	
ROTO ROOTER PLUMBING	87376876	PIPE CLEANING	04/13/2024	665.00	.00		
U S POSTOFFICE	MAR 2024 BIL	SEWER	04/01/2024	55.98	55.98	04/02/2024	
UTILITY NOTIFICATION	224031025	UTLIITY LOCATES - SEWER	03/31/2024	86.43	.00		
GORMAN-RUPP COMPANY, THE	1304445	CAPITAL PROJECT - SEWER - P	02/01/2024	86,540.00	.00		
PRO ROOTER	I21481	SEWER - SYSTEM MAINTENAN	03/25/2024	295.00	295.00	04/08/2024	
PRO ROOTER	I21561	SEWER - SYSTEM MAINTENAN	04/05/2024	195.00	.00		
ALPINE BANK CC	FH 4614 MAR	SEWER COLLECTION - OPERAT	03/18/2024	30.45	30.45	04/08/2024	
SPECTRUM	126548301040	SEWER COLLECTION - FIBER I	04/01/2024	116.85	.00		
ZEN COMMUNICATIONS LLC	IN17632	SEWER COLLECTION - TELEPH	04/01/2024	33.83	.00		
J-U-B ENGINEERS	0171251	CAPITAL PROJECT - SEWER - G	03/14/2024	1,036.70	.00		
Total SEWER COLLECTION:				91,905.21	957.43		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
U S POSTOFFICE	MAR 2024 BIL	SOLID WASTE	04/01/2024	111.96	111.96	04/02/2024	
WASTE MANAGEMENT INC -	1785730-0576-	DUMPSTER SERVICE	03/29/2024	1,976.39	.00		
WASTE MANAGEMENT INC -	1786310-0576-	GARBAGE SERVICE	04/01/2024	18,989.14	.00		
SPECTRUM	126548301040	GARBAGE - FIBER INTERNET	04/01/2024	38.95	.00		
ZEN COMMUNICATIONS LLC	IN17632	GARBAGE - TELEPHONE	04/01/2024	8.47	.00		
Total :				21,124.91	111.96		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PARKS							
BESTWAY SERVICES	246489	PARKS - TOILET RENTAL - 5202	02/20/2024	340.00	340.00	04/08/2024	
BOBCAT OF THE ROCKIES	12118004	PARKS - BOBCAT MOWER - SN	03/26/2024	13,958.00	.00		
GOODWIN SERVICE, INC.	T4319	TOILET CLEANING - RIVERBEN	04/01/2024	210.00	210.00	04/08/2024	
GOODWIN SERVICE, INC.	T4319	TOILET CLEANING-BIKE TREK	04/01/2024	105.00	105.00	04/08/2024	
GOODWIN SERVICE, INC.	T4319	VAULT CLEANING/ TOILET CLE	04/01/2024	450.00	450.00	04/08/2024	
FERGUSON US HOLDINGS, INC	1508963	PARKS - PUMP HOUSE REBUIL	04/09/2024	321.44	.00		
FERGUSON US HOLDINGS, INC	1509722	PARKS - OPERATING - BARRIE	04/11/2024	60.00	.00		
FERGUSON US HOLDINGS, INC	1511021	PARKS SPRINKLERS	04/16/2024	242.80	.00		
GUSTAVO ORTIZ	APRIL 2024	PARKS - PUBLIC RESTROOM C	04/17/2024	1,137.50	.00		
PEACHTREE HARDWARE AND	646040	PARKS - FISHING DOCK LUMBE	03/22/2024	272.33	272.33	04/08/2024	
CENTURY LINK	04012024	1207 - RIVERBEND PARK	04/01/2024	132.63	.00		
UNITED RENTALS	232056075-00	EQUIPMENT RENTAL	04/02/2024	1,170.14	.00		
WESTERN COLORADO AG-SER	7928	WEED CONTROL- RIVERBEND	04/07/2024	986.55	.00		
XCEL ENERGY	APR 2024 BILL	PARKS LIGHTS	04/01/2024	52.92-	.00		
XCEL ENERGY	MAR 2024 BIL	PARKS LIGHTS	03/01/2024	161.44	161.44	03/19/2024	
ALPINE BANK CC	BC 3152 MAR	PARKS - OPERATING	03/18/2024	45.56	45.56	04/08/2024	
ALPINE BANK CC	BW 8193 MAR	PARKS - SUPPLIES	03/18/2024	97.96	97.96	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - FISHING DOCK REBUI	03/18/2024	8.56	8.56	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - FISHING DOCK REBUI	03/18/2024	101.38	101.38	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - SUPPLIES	03/18/2024	8.59	8.59	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - FISHING DOCK REBUI	03/18/2024	24.99	24.99	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - FISHING DOCK REBUI	03/18/2024	4.49	4.49	04/08/2024	
ALPINE BANK CC	EB 5072 MAR	PARKS - FISHING DOCK REBUI	03/18/2024	11.99	11.99	04/08/2024	
ALPINE BANK CC	FM 3145 MAR	PARKS - MISC REPAIRS	03/18/2024	76.50	76.50	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	PARKS - TELEPHONE	04/01/2024	82.89	.00		
MILLERS TREE SERVICE AND L	273	TREE MITIGATION - RIVERBEN	03/28/2024	4,250.00	4,250.00	04/17/2024	
RHINEHART OIL CO., LLC	IN-004600-24	PARKS - GAS/DIESEL	04/05/2024	67.43	.00		
RHINEHART OIL CO., LLC	IN-015219-24	PARKS - GAS/DIESEL	04/12/2024	128.27	.00		
RHINEHART OIL CO., LLC	IN-918280-24A	PARKS - GAS/DIESEL	02/14/2024	104.00	104.00	04/17/2024	
RHINEHART OIL CO., LLC	IN-929187-24	PARKS - GAS/DIESEL	02/16/2024	47.49	47.49	04/17/2024	
RHINEHART OIL CO., LLC	IN-939768-24	PARKS - GAS/DIESEL	02/23/2024	68.35	68.35	04/17/2024	
RHINEHART OIL CO., LLC	IN-951034-24	PARKS - GAS/DIESEL	03/01/2024	88.90	88.90	04/17/2024	
RHINEHART OIL CO., LLC	IN-960641-24A	PARKS - GAS/DIESEL	03/08/2024	98.11	98.11	04/17/2024	
RHINEHART OIL CO., LLC	IN-970912-24	PARKS - GAS/DIESEL	03/15/2024	97.23	97.23	04/17/2024	
RHINEHART OIL CO., LLC	IN-981996-24	PARKS - GAS/DIESEL	03/22/2024	71.69	71.69	04/17/2024	
RHINEHART OIL CO., LLC	IN-993363-24	PARKS - GAS/DIESEL	03/29/2024	112.60	.00		
AT&T MOBILITY LLC	287313337970	PARKS	03/20/2024	221.47	.00		
PAWNEE BUTTES SEED, INC	23/24-58317	PARKS - SEED	04/02/2024	689.73	.00		
LOCAL ROOTS LANDSCAPING,	1095	PARKS - CONTRACT MAINTENA	04/01/2024	2,200.00	2,200.00	04/17/2024	
LOCAL ROOTS LANDSCAPING,	1095	PARKS - CONTRACT MAINTENA	04/01/2024	220.00	220.00	04/17/2024	
LOCAL ROOTS LANDSCAPING,	1095	PARKS - CONTRACT MAINTENA	04/01/2024	220.00	220.00	04/17/2024	
LOCAL ROOTS LANDSCAPING,	1095	PARKS - WEED CONTROL	04/01/2024	375.00	375.00	04/17/2024	
GRANDE RIVER ENVIRONMENT	02364	PARKS - ASBESTOS TESTING F	03/19/2024	767.00	767.00	04/02/2024	
Total PARKS:				29,785.09	10,526.56		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POOL							
BRODY CHEMICAL COMPANY, L	INV45069	POOL CHEMICALS	03/25/2024	1,501.73	1,501.73	04/08/2024	
CENTURY LINK	04012024	1067 - POOL INTERNET	04/01/2024	160.89	.00		
XCEL ENERGY	APR 2024 BILL	POOL LIGHTS	04/01/2024	354.46	.00		
XCEL ENERGY	MAR 2024 BIL	POOL LIGHTS	03/01/2024	469.71	469.71	03/19/2024	
ZEN COMMUNICATIONS LLC	IN17632	POOL - TELEPHONE	04/01/2024	35.52	.00		
PROGRESSIVE COMMERCIAL A	IC2309	POOL - CHEMICALS	03/21/2024	8,621.00	.00		
Total POOL:				11,143.31	1,971.44		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FACILITIES							
ALL-PHASE	2688-1055439	FACILITIES - ELECTRICAL SUP	04/05/2024	47.86	.00		
COUNTRYSIDE SERVICE, INC.	79308	TOILET REPAIR - PD RESTROO	04/03/2024	125.00	.00		
GUSTAVO ORTIZ	APRIL 2024	JANITORIAL SERVICES	04/17/2024	1,340.00	.00		
PYE-BARKER FIRE & SAFETY L	PSI1255362	FACILITIES - FIRE EXTINGUISH	03/08/2024	3,072.00	.00		
PYE-BARKER FIRE & SAFETY L	PSI1271825	FACILITIES - FIRE EXTINGUISH	04/01/2024	998.00	.00		
XCEL ENERGY	APR 2024 BILL	FACILITIES LIGHTS	04/01/2024	564.46	.00		
XCEL ENERGY	APR 2024 BILL	711 IOWA - GYM	04/01/2024	929.58	.00		
XCEL ENERGY	APR 2024 BILL	120 W 8TH - COMMUNITY CENT	04/01/2024	51.40	.00		
XCEL ENERGY	MAR 2024 BIL	FACILITIES LIGHTS	03/01/2024	732.33	732.33	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	711 IOWA - GYM	03/01/2024	1,227.41	1,227.41	03/19/2024	
XCEL ENERGY	MAR 2024 BIL	120 W 8TH - COMMUNITY CENT	03/01/2024	57.50	57.50	03/19/2024	
KIMBALL MIDWEST	102087718	FACILITIES - SHOP SUPPLIES	04/04/2024	81.86	.00		
TERMINIX	276262	PEST CONTROL	04/09/2024	65.00	.00		
ALPINE BANK CC	BC 3152 MAR	FACILITIES - 5203 - SUPPLIES	03/18/2024	6.59	6.59	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT	03/18/2024	103.96	103.96	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT - VMC	03/18/2024	8.99	8.99	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT - PARK	03/18/2024	77.96	77.96	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT	03/18/2024	31.15	31.15	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT	03/18/2024	33.48	33.48	04/08/2024	
ALPINE BANK CC	BC 3152 MAR	BLDG - REPAIR & MAINT	03/18/2024	13.95	13.95	04/08/2024	
ALPINE BANK CC	BW 8193 MAR	FACILITIES - SMALL EQUIPMEN	03/18/2024	4.59	4.59	04/08/2024	
ALPINE BANK CC	TWARD 0381	BLDG - REPAIR & MAINT	03/18/2024	42.86	42.86	04/08/2024	
ALPINE BANK CC	TWARD 0381	FACILITIES - TOOLS	03/18/2024	594.97	594.97	04/08/2024	
ZEN COMMUNICATIONS LLC	IN17632	FACILITIES - TELEPHONE	04/01/2024	33.83	.00		
ALSCO INC	2877323	BUILDING - REP & MAINT - FLO	03/15/2024	53.75	53.75	04/08/2024	
ALSCO INC	2877327	BUILDING - REP & MAINT - FLO	03/15/2024	73.90	73.90	04/08/2024	
ALSCO INC	2879968	BUILDING - REP & MAINT - FLO	03/22/2024	53.75	53.75	04/08/2024	
ALSCO INC	2879969	BUILDING - REP & MAINT - FLO	03/22/2024	73.90	73.90	04/08/2024	
ALSCO INC	2882579	BUILDING - REP & MAINT - FLO	03/29/2024	73.90	.00		
ALSCO INC	2885154	BUILDING - REP & MAINT - FLO	04/05/2024	53.75	.00		
ALSCO INC	2885155	BUILDING - REP & MAINT - FLO	04/05/2024	73.90	.00		
ALSCO INC	2887732	BUILDING - REP & MAINT - FLO	04/12/2024	53.75	.00		
ALSCO INC	2887733	BUILDING - REP & MAINT - FLO	04/12/2024	73.90	.00		
AMAZON CAPITAL SERVICES	16W3-LCLG-Y	FACILITIES - SUPPLIES	04/01/2024	36.59	36.59	04/08/2024	
AMAZON CAPITAL SERVICES	16W3-LCLG-Y	FACILITIES - SUPPLIES	04/01/2024	50.99	50.99	04/08/2024	
AMAZON CAPITAL SERVICES	16W3-LCLG-Y	FACILITIES - SUPPLIES	04/01/2024	50.99	50.99	04/08/2024	
AMAZON CAPITAL SERVICES	16W3-LCLG-Y	FACILITIES - SUPPLIES	04/01/2024	24.81	24.81	04/08/2024	
PEAK DESIGNS CONCRETE CO	1191	FACILITIES - PD FLOOR	03/05/2024	3,956.75	3,956.75	04/17/2024	
Total FACILITIES:				14,949.36	7,311.17		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0171247	CAPITAL PROJECTS - OLD HS -	03/14/2024	641.20	.00		
J-U-B ENGINEERS	0171247	CAPITAL PROJECTS - SEWER S	03/14/2024	526.70	.00		
STOLFUS & ASSOCIATES, INC	4000.049.01-2	CAPITAL PROJECTS - HWY 6 SI	04/15/2024	3,047.50	.00		
DEEPLY DIGITAL LLC	INVDD2325	CAPITAL PROJECTS - FIBER IN	04/08/2024	17,820.00	.00		
MG DESIGNS LLC	1239	PARKS - CAPITAL PROJECT - B	03/29/2024	1,772.63	.00		
MIKE COOPER	PARCEL RW-1,	CAPITAL PROJECTS - LAND PU	02/15/2024	36.00	36.00	04/08/2024	
Total :				23,844.03	36.00		
Grand Totals:				814,137.83	206,093.17		

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

Date: 04.19.2024

Town Manager: _____
(Administrative Review and Approval for Payment)

Date: _____

Mayor: _____
(Board of Trustees Review and Approval for Payment)

Date: _____

Town Clerk: _____
(Document Recorded)

Date: _____

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 03/22/2024-04/19/2024



**MINUTES OF THE REGULAR MEETING OF THE
PALISADE BOARD OF TRUSTEES
March 26, 2024**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:00 pm by Mayor Greg Mikolai with Trustees present: Thea Chase, Bill Carlson, Jamie Somerville, Nicole Maxwell, Stan Harbaugh, and Mayor Pro-Tem Ellen Turner. Also in attendance were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Interim Public Works Director Matt Beehler, and Parks, Recreation & Facilities Director Troy Ward.

AGENDA ADOPTION

Motion #1 by Trustee Somerville, seconded by Trustee Chase, to approve the agenda as presented.

A voice vote was requested.
Motion carried unanimously.

TOWN MANAGER REPORT

Town Manager Janet Hawkinson received the following direction from the Board (via consensus) during her report:

- Move forward with applying for a grant to remodel the Veterans Memorial Community Center
- Move forward with applying for an AGNC mini-grant for a business improvement feasibility study in partnership with the Palisade Chamber of Commerce
- Increase the budget from \$25,000 to \$35,000 for a truck for the Public Works Department
- Spend up to \$35,000 from the facilities budget on Main Street public restroom remodel/repair

CONSENT AGENDA

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

- **Expenditures**
Approval of Bills from Various Town Funds – March 9, 2024 – March 21, 2024
- **Minutes**
Minutes from the March 12, 2024, Regular Board of Trustees Meeting

Motion #2 by Trustee Maxwell, seconded by Trustee Harbaugh, to approve the consent agenda as presented.

A roll call vote was requested.

Yes: Mayor Mikolai, Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson

No:

Absent:

Motion carried.

NEW BUSINESS

TAB Marketing Contract with Slate Communications

Mayor Pro-Tem Turner, as the Board representative on the Tourism Advisory Board, and Juliann Adams, Chair of the Tourism Advisory Board, explained the process TAB went through in selecting a marketing agency.

Motion #3 by Trustee Maxwell, seconded by Trustee Somerville, to direct the Town Manager to enter into contract with Slate Communications for marketing services.

A roll call vote was requested.

Yes: Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson, Mayor Mikolai

No:

Absent:

Motion carried.

Elberta Avenue Sidewalk Contract

Town Manager Hawkinson reviewed the RFP process undertaken by Town Staff and the proposed contract with J-U-B Engineers.

Motion #4 by Mayor Pro-Tem Turner, seconded by Trustee Chase, to direct the Town Manager to enter into contract with J-U-B Engineers for the design, engineering, and construction management per CDOT requirements of the Elberta Avenue sidewalk project.

A roll call vote was requested.

Yes: Trustee Chase, Trustee Harbaugh, Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson, Mayor Mikolai, Trustee Maxwell

No:

Absent:

Motion carried.

PUBLIC COMMENT

None was offered.

COMMITTEE REPORTS

Mayor Mikolai reviewed the recent Grand Valley Rural Transit Committee meeting, Trustee Carlson recounted the recent CML meeting, and Mayor Pro-Tem Turner reviewed the most recent Tourism Advisory Board meeting.

ADJOURNMENT

Motion #5 by Trustee Maxwell, seconded by Mayor Pro-Tem Turner, to adjourn the meeting at 7:13 pm.

A voice vote was requested.
Motion carried unanimously.

X

Greg Mikolai
Mayor

X

Keli Frasier
Town Clerk

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GARFIELD & HECHT, P.C.
ATTORNEYS AT LAW

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April 9, 2024

Mary Elizabeth Geiger
megeiger@garfieldhecht.com

TO: Town of Palisade
Board of Trustees

FROM: Mary Elizabeth Geiger, Esq.

RE: Application of Snowcap Coal Company, Case No. 22CW3126
Resolution of Town's Opposition

The Board may recall that we filed a Statement of Opposition to the Snowcap Coal Company ("Snowcap") water court application in order to protect the Town's water rights and, specifically, to ensure that Snowcap did not use any Town water facilities in order to operate its augmentation plan. Snowcap filed its application because the closed coal mine, for which it is responsible for reclamation, still intercepts and collects groundwater tributary to Rapid and Cottonwood Creeks and the State ordered Snowcap to file for an augmentation plan to ensure that such interception and collection does not adversely affect senior water rights on these tributaries and the Colorado River. The application included the rehabilitation and use of Vincent Reservoir No. 2. The Town owns water rights in Rapid and Cottonwood Creeks, as well as Vincent Reservoir No. 2 which structure the Town abandoned years ago (and moved those storage rights to the Cabin Reservoir). The application proposed using some of the Town's water delivery infrastructure to make releases from Vincent Reservoir No. 2, which was the main concern.

After filing the Statement of Opposition, we consulted with Town Staff, and requested that Snowcap remove all reference to Town water facilities and the use thereof from their claims and plan for augmentation. Snowcap has done so, and we have reviewed their engineering and proposed ruling with Town Staff and the Town's consulting engineers. I am satisfied that the latest proposed ruling will protect the Town's water rights. Ute Water Conservancy District and Horse Mountain LLC were also opposers and they have stipulated to the proposed ruling. Snowcap's attorney has sent me a Stipulation and I recommend that the Board authorize me to enter into it and resolve its opposition in this case.

DISTRICT COURT, WATER DIVISION NO. 5, STATE OF COLORADO 109 8th Street, Suite 104 Glenwood Springs, CO 81601	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: SNOWCAP COAL COMPANY, INC. A DELAWARE CORPORATION, IN MESA COUNTY, COLORADO	
Attorneys for Snowcap Coal Company, Inc., a Delaware Corporation: John P. Justus, #40560 CURTIS, JUSTUS, & ZAHEDI, LLC 1333 W. 120th Ave., Suite 302 Westminster, CO 80234 Telephone: (303) 595-9441 Email: johnj@cjzwaterlaw.com	<p style="text-align: center;">Case No.: 22CW3126</p>
STIPULATION BETWEEN APPLICANT AND THE TOWN OF PALISADE	

Applicant, Snowcap Coal Company, Inc. (“Applicant”), and Opposer, the Town of Palisade (“Opposer”), by and through their respective undersigned counsel, stipulate and agree as follows:

1. Opposer consents to the entry of a decree in this case that is no less protective of Opposer than the Applicant’s proposed decree dated March 14, 2024, including Exhibits A through F, which are attached as Exhibit 1 to this Stipulation (“Proposed Decree”), and that is not otherwise inconsistent with this stipulation.

2. This Stipulation is entered into by way of compromise and settlement of this litigation and the agreement of the undersigned parties for entry of said Proposed Decree is not to be construed as concurrence by these parties beyond the Decree adjudicated herein with any findings of fact or conclusions of law contained therein or with the engineering methodologies utilized by either party in arriving at this Stipulation, and nothing contained in said Proposed Decree is binding upon either party in any proceeding other than the current proceeding.

3. Opposer remains a party to this proceeding for the limited purpose of ensuring that any decree entered by the Court is consistent with this Stipulation and is no less protective of Opposer than the Proposed Decree.

4. This Stipulation may be enforced both as an agreement of the parties and as a stipulation approved by the Court.

5. Both the Applicant and Opposer agree this Stipulation binds and benefits them and binds and benefits their assigns and successors in interest.

6. The signatories below represent and warrant that they are authorized to bind their clients to the terms of this Stipulation.

7. Each party bears its own costs and attorney fees associated with this case.

8. The parties desire that this Stipulation be approved by and entered as an Order of the Court. Applicant will file a motion requesting such action within ten (10) days after both Applicant and Opposer have accepted this Stipulation, as shown by the signatures of their counsel below. Opposer consents to such a motion and joins in the request that the Court approve this Stipulation.

CURTIS, JUSTUS, & ZAHEDI, LLC

By: _____
John P. Justus, #40560

E-filed per C.R.C.P. 121
Duly signed original on file at Curtis, Justus, & Zahedi, LLC

**Attorneys for Snowcap Coal Company, Inc., a
Delaware Corporation**

Dated : _____

GARFIELD & HECHT, P.C.

By: _____
Mary Elizabeth Geiger, # 32331

Attorney for Town of Palisade

Dated: _____

following parties with the Water Court approving stipulations with each party on the following dates:

- a. Ute Water Conservancy District, (“Ute Water”) acting by and through the Ute Water Activity Enterprise on _____;
- b. Rudolph Fontanari Jr. as trustee for the Rudolph Fontanari Jr. and Carol Ethel Fontanari Revocable Living Trust (“Fontanari”) on _____;
- c. Horse Mountain, LLC (“Horse Mountain”) on _____;
- d. The State Engineer and Division Engineer for Water Division 5 (together the “Engineers”) on _____; and
- e. The Town of Palisade (“Palisade”) on _____;

5. **Overview:** Snowcap is the current permittee under Reclamation Permit No. C1981041 for the Roadside Portals Mine (the “Mine”), an underground coal mine located west of the Grand Mesa and just east of the Town of Palisade in Mesa County, Colorado, that is in permanent cessation and nearing completion of reclamation pursuant the requirements of the Colorado Surface Coal Mining Reclamation Act, C.R.S. § 34-33-101, *et seq.* The footprint of the Mine encompasses approximately 3.26 square miles and is generally located in the E1/2 and the SW1/4 of Section 26, Section 35, the E1/2 and the SW1/4 of Section 34, Township 10 South, Range 98 West of the 6th P.M, and Section 1, the E1/2 of Section 2, Section 12, and the E1/2 of Section 11, Township 11 South, Range 98 West of the 6th P.M, and S1/2 of Section 6, Township 11 South, Range 97 West of the 6th P.M. The Mine underlies portions of the Rapid Creek watershed, including Cottonwood Creek and unnamed minor tributaries thereto. Rapid Creek is tributary to the Colorado River. The Mine has recently been determined to intercept groundwater tributary to Rapid and Cottonwood Creeks *via* infiltration through the streambed and other intervening strata above the Mine, and routes the intercepted water, along with other groundwater inflows to the Mine, to a single outfall on the Colorado River (the “Outfall”) at a point upstream of its confluence with Rapid Creek. The Mine and its associated dewatering system constitute a well under Colorado law and must be permitted and operated pursuant to a water court approved plan for augmentation. *See Three Bells Ranch Associates v. Cache la Poudre Water Users Ass’n*, 758 P.2d 164 (Colo. 1988); *Zigan Sand & Gravel, Inc. v. Cache la Poudre Water Users Ass’n*, 758 P.2d 175 (Colo. 1988); and C.R.S. § 37-90-103(21). When out of priority depletions to Rapid and Cottonwood Creeks attributable to the Mine occur, downstream senior water rights decreed to structures on Rapid Creek can be injured if the depletions are not replaced in time, location, and amount so as to prevent injury. The general location of the Mine, the Outfall, Rapid and Cottonwood Creeks, and ditches with senior water rights in the impacted reaches of Rapid Creek are shown in the figures attached as Exhibits A and B.

Conditional Groundwater Right – Roadside Mine Dewatering System No. 1

6. **Name of well and permit, registration, or denial number(s):** Roadside Mine Dewatering System No. 1.
7. **Location of Structure:** The Roadside Mine Dewatering System No. 1 drains the Mine, the underground footprint of which is generally located in the E1/2 and the SW1/4 of Section 26, Section 35, the E1/2 and the SW1/4 of Section 34, Township 10 South, Range 98 West of the 6th P.M, and Section 1, the E1/2 of Section 2, Section 12, and the E1/2 of Section 11, Township 11 South, Range 98 West of the 6th P.M., and S1/2 of Section 6, Township 11 South, Range 97 West of the 6th P.M., as illustrated in Exhibits A and B. The Outfall is the location to which all water collected in the caverns of the Mine is routed and discharged directly into the Colorado River without prior use or consumption.
 - a. Public Land Survey System (PLSS): The Outfall is located in the SW1/4 SW1/4 of Section 26, Township 10 South, Range 98 West of the 6th P.M.
 - b. UTM format: Easting 732929, Northing 4336977, UTM Zone 12; NAD83. The locations of the Mine and the Outfall are shown in the figures attached as Exhibits A and B.
8. **Sources of water:** Groundwater tributary to Cottonwood Creek, Rapid Creek, and the Colorado River.
9. **Appropriation:**
 - a. Date of appropriation: December 29, 2022.
 - b. How appropriation was initiated: By formation of the intent to appropriate paired with the filing of the Application in this Case. Further physical acts in furtherance of the appropriation include the construction and operation of the Mine Dewatering System by collection of water intercepted by the Mine and routing of that water to the Outfall.
10. **Amount Claimed:**
 - a. Amount claimed: Up to 250 gallons per minute (gpm), conditional.
 - b. Amount claimed in acre feet annually: Up to 403.25 acre feet, conditional.
11. **List All Uses or Proposed Uses:** Mine dewatering in compliance with the approved reclamation plan for the Mine under the Coal Act and Reclamation Permit No. C1981041. The discharge from The Roadside Portals Mine Dewatering System No. 1 that is attributable to groundwater tributary to Rapid and Cottonwood Creeks will be used for

augmentation and replacement of out-of-priority diversions, including by exchange, as described in paragraphs 26-30 of this Decree.

Conditional Groundwater Right – Snowcap Pump System

12. **Name of well:** Snowcap Pump System.
13. **Location of Structure:**
 - a. PLSS: NE ¼ of the SW 1/4 of Section 34, Township 10 South, Range 98 West of the 6th P.M.
 - b. UTM format: Easting 731921, Northing 4336121, UTM Zone 12; NAD83. The location of the Snowcap Pump System is shown in the figures attached as Exhibits A and C.
14. **Source of water:** Groundwater tributary to the Colorado River.
15. **Appropriation:**
 - a. Date of appropriation: September 21, 2022.
 - b. How appropriation was initiated: Formation of the intent to appropriate paired with the submission of a well permit, acquisition of the necessary easements and rights of way, either by agreement or condemnation, and construction of the monitoring well, to be converted to a production well at a later date, construction of part of the system, posting of notice, and the filing of the Application.
16. **Amount Claimed:**
 - a. Amount claimed in gpm: 100 gpm, conditional.
 - b. Amount claimed in acre feet annually: up to 161.3 acre feet, conditional.
17. **List All Uses or Proposed Uses:** Augmentation and replacement, including by exchange, to Rapid Creek and directly to the Martin Crawford Ditch, as described in paragraphs 26-30 of this Decree. Specifically, by re-diversion from the Colorado River a volume equivalent to the out-of-priority depletions to Rapid and Cottonwood Creeks delivered to the Colorado River from the Mine by the Roadside Mine Dewatering System No. 1 described above in paragraphs 6-11 of this Decree and pumping that water by use of a pipeline system back up to the Rapid Creek watershed and delivering the water either directly to the calling ditch system or to Rapid Creek above the then calling water right on Rapid Creek, or by exchange to Rapid and Cottonwood Creek.

Conditional Water Storage Right – Vincent Reservoir No. 2

- 18. Name of Reservoir:** Vincent Reservoir No. 2¹
- 19. Location of Structure:** Vincent Reservoir No. 2 is an on-stream reservoir whose primary outlet through the dam forming said reservoir is located as follows:
- a. PLSS: SW1/4 of the SE1/4 of Section 28, Township 11 South, Range 97 West of the 6th P.M.
 - b. UTM format: Easting 739073, Northing 4326795, UTM Zone 12; NAD83.
 - c. The location of Vincent Reservoir No. 2 is shown in the figures attached as Exhibits A and D.
- 20. Source:** Cottonwood Creek, Tributary to Rapid Creek, Tributary to the Colorado River.
- 21. Appropriation:**
- a. Date of appropriation: January 5, 2022
 - b. How appropriation was initiated: By completion of field investigations, including core sampling, and preliminary design analysis, paired with the execution of a Consent Order on Compliance with the State and Division Engineers on January 5, 2022, committing Snowcap to completion of the rehabilitation of Vincent Reservoir No. 2, submission and subsequent approval of plans for remediation of the reservoir site to by the Colorado Division of Water Resources, Dam Safety Branch, entry into a lease of the Vincent Reservoir No. 2 site from the City of Grand Junction, and completion of remediation and reconstruction of the dam in compliance with the approved plans.
- 22. Amount claimed:** 150 acre feet, conditional, together with the right to refill and multiple refills, when in priority. Refills shall be limited to a cumulative maximum of 173.9 acre-feet annually.
- 23. List All Uses or Proposed Uses:** Augmentation and replacement, including by exchange, as described in paragraphs 26-30 of this Decree, stock water, wildlife watering, and wildfire suppression.

¹ The records of Dam Safety Branch of the Colorado Division of Water Resources reflect the name of this structure as VINCIEN #2 DAM, DAMID 720319Water Division 5, Water District 72, however, all prior judicial adjudications and maps identify the structure as Vincent Reservoir No. 2. Snowcap is maintaining nomenclature consistent with prior judicial decrees for this structure.

24. **Surface area of high water line:** At normal high water is 41.3 acres, and at dam crest 66.8 acres.
- a. Vertical height of dam in feet measured vertically from the elevation of the lowest point of the natural surface of the ground where that point occurs along the longitudinal centerline of the dam up to the crest of the emergency spillway of the dam: 9.5 feet.
 - b. Length of dam in feet: 1,177.66 feet.
25. **Total capacity of reservoir in acre feet:** 150 acre-feet , Active capacity: 148.9 acre-feet; Dead storage: 1.1 acre feet.

Plan for Augmentation, Including Water Exchange Project

26. **Names of structures to be augmented:**
- a. The Roadside Mine Dewatering System No. 1 described in paragraphs 6-11 of this Decree; and
 - b. The Snowcap Pump System described in paragraphs 12-17 of this Decree.
27. **Water and water rights to be used for augmentation:**
- a. The portion of discharge from the Roadside Mine Dewatering System No. 1 attributable to groundwater depletions affecting Rapid Creek and Cottonwood Creeks. The Roadside Mine Dewatering System No. 1 water rights are described in paragraphs 6-11 of this Decree;
 - b. The water rights for the Snowcap Pump System described in paragraphs 12-17 of this Decree; and
 - c. The water rights for the Vincent Reservoir No. 2 described in paragraphs 18-25 of this Decree.
28. **Statement of plan for augmentation.**
- a. Depletions from the Roadside Mine Dewatering System No. 1:
 - i. Depletion Reaches: Depletions from the Roadside Mine Dewatering System No. 1 impact Rapid Creek and its tributaries from the eastern and southern extents of the Mine (with consideration of the angle of draw) downstream to the Colorado River. The Mine Dewatering system does not deplete the Colorado River because all groundwater tributary to the Colorado River that is intercepted by the Mine is discharged directly to the Colorado River unconsumed above its confluence with Rapid Creek. It is

estimated that depletions may occur progressively as Rapid Creek and its tributaries flow over and across the underlying workings of the Mine, to which surface water may be lost by infiltration into the underlying strata from the streambed. Water rights in the Rapid Creek watershed decreed to structures within the depletion reaches described below and shown in Exhibit B to this Decree could be injured if depletions are not replaced in time, location, and amount. Any tributary streams within the Rapid and Cottonwood Creek drainages that are impacted by the Mine are considered depletion reaches and are addressed by this plan for augmentation, however, Snowcap has defined those reaches based on the National Hydrography Dataset as follows.

1. Upper Depletion Reach: The Upper Depletion Reach begins where the Rapid Creek watershed is impacted by the eastern arm of the underground workings of the Mine, as shown in Exhibit B. The impact on Rapid Creek and unnamed tributaries occurs a short distance upstream of where they cross this easternmost arm of the Mine footprint due to a conservatively estimated 25° angle of draw of the underlying geological layers.

- a. *Upper Depletion Reach – Upper Termini*

- i. Rapid Creek (N)

1. *PLSS*: SW1/4 of the NE1/4 of Section 6, Township 11 South, Range 97 West of the 6th P.M.
 2. *UTM format*: Easting 735633, Northing 4333832, UTM Zone 12; NAD83.

- ii. Rapid Creek (E)

1. *PLSS*: SE1/4 of the NE1/4 of Section 6, Township 11 South, Range 97 West of the 6th P.M.
 2. *UTM format*: Easting 735938, Northing 4333717, UTM Zone 12; NAD83.

- iii. Rapid Creek (SE)

1. *PLSS*: SW1/4 of the SE1/4 of Section 6, Township 11 South, Range 97 West of the 6th P.M.

2. *UTM format*: Easting 735648, Northing 4333249, UTM Zone 12; NAD83.

iv. Rapid Creek (SW)

1. *PLSS*: SE1/4 of the SW1/4 of Section 6, Township 11 South, Range 97 West of the 6th P.M.
2. *UTM format*: Easting 735266, Northing 4333231, UTM Zone 12; NAD83.

b. *Upper Depletion Reach – Lower Terminus*

- i. PLSS: NE1/4 NW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.
- ii. UTM format: Easting 733874, Northing 4334537, UTM Zone 12; NAD83.

2. Middle Depletion Reach: The Middle Depletion Reach begins at the first points in the Rapid Creek watershed that are impacted by the main body of the underground workings of the Mine, after accounting for the conservatively estimated 25° angle of draw of the underlying geological layers, as shown in Exhibit B. Cumulative depletions are estimated to increase from upstream to downstream in the Middle Depletion Reach as Rapid Creek and its tributaries traverse the underlying workings of the Mine. The terminus of the Middle Depletion Reach is at the point where Rapid Creek crosses the western perimeter of the underground workings of the Mine. All depletions to the Rapid Creek system have accrued at the lower terminus of the Middle Depletion Reach.

a. *Middle Depletion Reach – Upper Termini*

i. Rapid Creek

1. *PLSS*: NE1/4 NW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.
2. *UTM format*: Easting 733874, Northing 4334537, UTM Zone 12; NAD83.

ii. Cottonwood Creek (E)

1. PLSS: SE1/4 of the NE1/4 of Section 12, Township 11 South, Range 98 West of the 6th P.M.
2. UTM format: Easting 734501, Northing 4332545, UTM Zone 12; NAD83.

iii. Cottonwood Creek (S)

1. PLSS: NE1/4 of the SW1/4 of Section 12, Township 11 South, Range 98 West of the 6th P.M.
2. UTM format: Easting 733834, Northing 4332195, UTM Zone 12; NAD83.

iv. Cottonwood Creek (W)

1. PLSS: NW1/4 of the SW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.
2. UTM format: Easting 733335, Northing 4333497, UTM Zone 12; NAD83.

b. *Middle Depletion Reach – Lower Terminus*

- i. PLSS: NE1/4 of the NE1/4 of Section 2, Township 11 South, Range 98 West of the 6th P.M.
- ii. UTM format: Easting 732625, Northing 4334833, UTM Zone 12; NAD83.

3. Lower Depletion Reach: The Lower Depletion Reach begins at the point where Rapid Creek has completed its traverse of the underground workings of the Mine and continues to the confluence with the Colorado River, as shown in Exhibit B. No additional depletions to Rapid Creek occur in this reach, however, there are several structures with decreed water rights located within the Lower Depletion Reach and calls on Rapid Creek have historically been administered at those structures.

a. Lower Depletion Reach – Upper Terminus

- i. PLSS: NE1/4 of the NE1/4 of Section 2, Township 11 South, Range 98 West of the 6th P.M.
- ii. UTM format: Easting 732625, Northing 4334833, UTM Zone 12; NAD83.

b. Lower Depletion Reach – Lower Terminus

- i. PLSS: NE1/4 NE1/4 of Section 3, Township 11 South, Range 98 West of the 6th P.M.
- ii. UTM format: Easting 731295, Northing 4334825, UTM Zone 12; NAD83.

- ii. *Findings as to Discharge from the Roadside Mine Dewatering System No. 1 at the Outfall and Quantification of Depletions*: Groundwater collected by the Roadside Mine Dewatering System No. 1 from all sources is discharged to the Colorado River from the Outfall unused and unconsumed. Discharge at the Outfall is measured using a totalizing flow meter. Over a three-year study period from August of 2019 through May of 2022 the average measured discharge was 118.5 gpm, with a minimum of 96.6 gpm and a maximum of 138.3 gpm. The data indicates that there is no significant correlation between Outfall discharge and either streamflow or precipitation and the small observed fluctuations in Outfall discharge do not appear to occur on a seasonal basis, in direct response to streamflow variation, or in response to precipitation inputs. The data indicates, and the Court finds that the Outfall discharge is generally in equilibrium at this time. The Mine is located in the Cameo Coal seam found in the Mesaverde Formation. The Mesaverde Formation consists of sandstone, siltstone, shale, and coal. No other geological formations overlie the Mine. The clay and shale layers are confining layers that impede vertical groundwater flow, with the potential to create hydraulic separation between the Mine and overlying surface streams. Groundwater tends to flow horizontally through bedrock formations in more permeable material such as sandstone and coal. Vertical groundwater flow is minute compared to the horizontal flow through the formations. Further, bedrock aquifers are not generally pressurized, meaning that groundwater flows through those formations in unconfined conditions. Mine overburden depth varies from 0 to 1600 feet, with most of the workings of the Mine overlain by 400 to 1200 feet of overburden. Although rubblization has the potential to create vertical flow paths through confining layers and increase vertical flow between the stream systems and the Mine, the lack of identified pathways and the non-seasonal nature of the discharge from the Mine at the Outfall suggests that

the water transmitted through the aquifer travels a significant distance through tight formations before entering the Mine and subsequently being collected by the Roadside Mine Dewatering System No. 1. There are three potential directions of groundwater inflow into the Mine, which are (1) groundwater flow through the Mesaverde Formation horizontally, primarily along horizontal bedding planes, with minimal vertical flow; (2) downward vertical flow at low rates controlled by the hydraulic conductivity of the confining beds of the Mesaverde Formation, with the potential for fracturing/subsidence associated with prior mining to increase the potential for downward flow, and (3) limited vertical flow in an upward direction at low rates from the low pressure surface created by excavated mine workings. Application of aquifer parameters, the estimated area of the Mine footprint, the estimated cross-sectional area of horizontal flow northward through the coal seam to the Mine, and the Darcy equation allowed the estimation of Vertical upward flow, vertical downward flow, and horizontal flow to the Mine as 5 gpm, 56 gpm, and 18 gpm respectively. The calculated vertical upward flow and the horizontal component are sourced from sources deeper than the Mine workings or from sources outside of the Rapid Creek watershed and do not represent depletions to either Rapid or Cottonwood Creeks. To conservatively estimate downward vertical flow into the Mine associated with surface sources Snowcap has subtracted the calculated vertical upward and horizontal components of flow from the average measured discharge at the Outfall during the study period. To then calculate the Mine inflow that may be sourced from the Rapid Creek watershed, it is appropriate to pro-rate the surface water contribution by the 40.1% of the total Mine footprint that underlies the Rapid Creek watershed, including all tributaries. Based on the foregoing, the calculated vertical downward flow into the mine from surface water in the Rapid Creek watershed is calculated as 38.3 gpm on average, with a minimum rate of 29.5 gpm and a maximum of 46.2 gpm during the study period, which comprises a portion of the total Outfall discharge. The portion of that surface water contribution from the Rapid Creek watershed occurring in the Upper Depletion Reach is estimated to be 3.6% of the total downward flow into the Mine, based on the portion of the Mine workings underlying that reach of Rapid Creek, calculated to be an average of 3.4 gpm, with a minimum of 2.7 gpm, and a maximum of 4.2 gpm of the measured discharge rates at the Outfall. Because the depletions to Rapid Creek from the Mine Dewatering System No. 1 are generally in equilibrium at this time, Snowcap will calculate depletions to Rapid Creek from the Roadside Mine Dewatering System No. 1 as equal to the portion of the weekly discharge from the Outfall associated with vertical downward inflow to the Mine and prorated to the area of the Mine footprint underlying the Rapid Creek

watershed as more specifically described in paragraphs 30.a.i and 30.a.ii of this Decree..

b. Replacement Supplies and Plan Operations:

i. Vincent Reservoir No. 2: Releases from Vincent Reservoir No. 2 will be conveyed down Cottonwood Creek to its confluence with Rapid Creek, which is located above those structures and water rights on Rapid Creek where a call has historically been administered. Releases down Cottonwood Creek will accrue to Lower Depletion Reach and the Middle Depletion Reach, with the exception of small tributaries to Cottonwood Creek and to a short portion of the Middle Depletion Reach above the confluence of Rapid and Cottonwood Creeks. No water from Vincent Reservoir No. 2 will reach the Upper Depletion Reach except by operation of the Exchange Project described in paragraph 29 of this Decree. When augmentation deliveries are made from Vincent Reservoir No. 2 and the Snowcap Pump System described below is not in operation, there will be a net benefit to the Colorado River from the Outfall discharge.

ii. Snowcap Pump System:

1. General Description: The Snowcap Pump System, which includes a pipeline component, will be used to augment out of priority depletions to Rapid and Cottonwood Creeks attributable to the Roadside Mine Dewatering System No. 1 to the extent releases from Vincent Reservoir No. 2 are unavailable or otherwise unable to replace depletions to Rapid Creek in a manner that prevents injury to decreed water rights. The location of the Snowcap Pump System and its associated pipeline delivery route are illustrated in Exhibit C. Water discharged at the Outfall accrues to the Colorado River approximately 0.95 miles above the location of the Snowcap Pump System. During a call on Rapid Creek, the maximum depletion to the calling structure is equal to the component of discharge at the Outfall associated with depletions to surface water in the Rapid Creek watershed as described in paragraph 28.a.ii above. That component of the Outfall discharge represents water foreign to that reach of the Colorado River and water that would have otherwise been available to water rights on Rapid Creek but for the effect of the Mine. Recapture of that component of the Outfall discharge by the Snowcap Pump System, and subsequent delivery through the pipeline to calling water rights on Rapid Creek, including delivery directly to the Martin Crawford Ditch, does not result in injury to water rights on the Colorado River. When needed to replace depletions on Rapid Creek, the maximum

rate of pumping by the Snowcap Pump System will be equal to the rate of measured discharge at the Outfall attributable to depletions to the Rapid Creek watershed calculated on an average weekly basis as determined pursuant to paragraph 28.a.ii of this Decree. All pumping operations will be measured utilizing a totalizing flowmeter.

2. Snowcap Pump System Lagging and Replacement: Operation of the alluvial well that comprises the intake structure for the Snowcap Pump System will impact the Colorado River in a delayed or lagged manner. Timing of the impacts to the Colorado River have been evaluated using the IDS Alluvial Water Accounting System (“IDS-AWAS”). The aquifer parameters for AWAS inputs were determined based on a review of geological mapping and a 4.5 hour constant discharge pumping test using a monitoring hole constructed immediately adjacent to the location of the well that will be constructed for the Snowcap Pump System. Those parameters are as follows: (1) distance from the well to the Colorado River (X): 70 feet; (2) Distance from the Colorado River to the alluvial boundary (W): 678 feet; (3) Specific yield (Sy): 0.2 (unitless); and (4) Transmissivity (T): 37,130 gallons per day/foot. Based on the lagging analysis, approximately 65% and 88% of depletions from operation of the Snowcap Pump System will impact the Colorado River within 1 and 2 days respectively, and all depletions will occur within 6 days (Unit response functions were truncated at 90% and normalized to equal 100%). Because impacts to the Colorado River from the Snowcap Pump System accrue quickly and the discharge from the Roadside Mine Dewatering System No. 1 at the Outfall shows limited variability, when the Snowcap Pump System is used to replace depletions to calling water rights on Rapid Creek, Snowcap will adjust the pumping rate based on the average weekly measured Outfall discharge attributed to depletions from the Rapid Creek watershed, determined as described in paragraph 28.a.ii. above, which is foreign water to the reach of the Colorado River above its confluence with Rapid Creek. After pumping of the Snowcap Pump System ceases, delayed impacts from prior pumping will continue for several days but will be remedied by continuous deliveries to the Colorado River at the Outfall of discharge from the Mine attributable to either augmented or in-priority depletions to surface water in the Rapid Creek watershed.

29. **Water Exchange Project**: Snowcap has claimed exchange project rights pursuant to Sections 37-92-103(9), 37-92-302(1)(a), 37-92-302(5), 37-92-305(3), 37-92-305(5), and

37-92-305(8)(a), C.R.S., to replace the portions of the depletion associated with the Roadside Portals Mine Dewatering System that will occur upstream of the point of introduction of the augmentation supplies to the Colorado River, Rapid Creek, and Cottonwood Creek. The exchange project right will operate to replace out of priority depletions to the flow of water in the stream system as the depletions occur. The exchange reaches, as well as the exchange to and exchange from points, are shown in the figure attached as Exhibit E.

a. The reaches of the exchanges shall be as follows:

i. Exchange from Points:

1. Confluence of Rapid Creek and the Colorado River:

a. *PLSS:* NE1/4 NE1/4 of Section 3, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 731295, Northing 4334825, UTM Zone 12; NAD83.

2. Delivery point on Rapid Creek from the Snowcap Pump System:

a. *PLSS:* NW1/4 NW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 733076, Northing 4334781, UTM Zone 12; NAD83.

3. Confluence of Rapid Creek and Cottonwood Creeks:

a. *PLSS:* NW1/4 NW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 733233, Northing 4334741, UTM Zone 12; NAD83.

4. From the Headgate of the Martin Crawford Ditch on Rapid Creek:

a. *PLSS:* NE1/4 NW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 733874, Northing 4334540, UTM Zone 12; NAD83

5. Confluence of Cottonwood Creek and Cottonwood Creek (S)

b. *UTM format:* Easting 735266, Northing 433231, UTM Zone 12; NAD83.

5. Cottonwood Creek Location No. 1 (E)

a. *PLSS:* SE1/4 of the NE1/4 of Section 12, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 734501, Northing 4332545, UTM Zone 12; NAD83.

6. Cottonwood Creek Location No. 2 (S)

a. *PLSS:* NE1/4 of the SW1/4 of Section 12, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 733834, Northing 4332195, UTM Zone 12; NAD83.

7. Cottonwood Creek Location No. 3 (W)

a. *PLSS:* NW1/4 of the SW1/4 of Section 1, Township 11 South, Range 98 West of the 6th P.M.

b. *UTM format:* Easting 733335, Northing 4333497, UTM Zone 12; NAD83.

b. Substitute Supplies for the Exchange Project:

- i. Water produced by the Roadside Mine Dewatering System No. 1 described in paragraphs 6-11 of this Decree;
- ii. Water produced by the Snowcap Pump System described in paragraphs 12-17 of this Decree; and
- iii. Water produced by the Vincent Reservoir No. 2 described in paragraphs 18-25 of this Decree.

c. Appropriation Date: The water exchange project right will be operated and administered with a priority date of December 29, 2022.

d. Exchange Rate: The exchanges will be operated at a maximum rate of 0.56 of a cubic foot per second, but not at a greater rate than as necessary to replace depletions associated with the Roadside Portals Mine Dewatering System that will occur upstream of the point of introduction of the augmentation supplies to the Colorado River, Rapid Creek, and Cottonwood Creek.

- e. Maximum Exchange Amount: Up to 406.54 acre-feet per year.
 - f. Exchange Matrix. Attached as Exhibit F is an exchange matrix identifying each potential exchange by “exchange from” and “exchange to” locations, along with the maximum rate of exchange between the upstream and downstream termini.
- 30. Terms and Conditions.** In addition to any terms and conditions described above in summarizing the appropriations and Augmentation Plan, including the exchange project, the Court has determined that compliance with the following terms and conditions shall be adequate to prevent injury to the owner of or persons entitled to use water under a vested water right of a decreed conditional water right.
- a. The following terms and conditions are proposed to prevent injury to senior water rights in Rapid Creek.
 - i. When a senior call is properly administered for a water right diverting from a structure within the Depleted Reaches (“calling structure”), Snowcap will replace out-of-priority depletions associated with the Dewatering System at or above the calling structure by releasing water from Vincent Reservoir No. 2 for delivery down Cottonwood Creek to Rapid Creek, and/or delivering water through the Snowcap Pump System. The required replacement amount will be calculated based on the location of the calling structure as follows:
 - 1. The portion of average weekly discharge at the Outfall associated with surface water sources is equal to total average weekly discharge at the Outfall minus 23 gallons per minute to account for upward vertical inflow and horizontal inflow to the Mine.
 - a. For replacement to calling structures on Rapid Creek in the Upper Depletion Reach, including the Martin Crawford Ditch, Snowcap will replace 3.6% of the portion of average weekly discharge at the Outfall associated with surface water sources.
 - b. For replacement to calling structures on Rapid Creek in the Lower Depletion Reach, Snowcap will replace 40.1% of the portion of average weekly discharge at the Outfall associated with surface water sources.
 - 2. Releases or deliveries of augmentation water may be aggregated at the discretion of the Water Commissioner.
 - 3. Reasonable transit losses on deliveries from Vincent Reservoir No. 2 to the reaches of Rapid and Cottonwood Creeks depleted by the

Mine shall be assessed by the Division 5 Engineer and the Water Commissioner(s) as necessary. The Division Engineer will determine and assess actual transit losses at the time of release and the Division Engineer may modify the actual transit losses as necessary per sections 37-80-102(7) and 7-83-104, C.R.S.

- ii. When the Snowcap Pump System is used to replace depletions to calling water rights on Rapid Creek, the pumping rate at the Snowcap Pump System intake well will be limited to 40.1% of the portion of average weekly discharge at the Outfall associated with surface water sources calculated as in paragraph 30.a.i.1 above.
- iii. Water diverted and pumped through the Snowcap Pump System will be delivered to one or both of the following locations to the extent necessary due to call conditions:
 1. To a location on the north bank of Rapid Creek in the NW $\frac{1}{4}$ of Section 1, Township 11 South, Range 98 West of the 6th P.M.
 2. To a location on the Martin Crawford Ditch in the NW $\frac{1}{4}$ of Section 1, Township 11 South, Range 98 West of the 6th P.M.
- iv. Snowcap shall replace all out-of-priority depletions attributable to the Snowcap Pump System after any pumping of that system ceases.
- v. The exchange project rights associated with the proposed plan for augmentation will be limited to a combined rate of 250 gpm or 0.56 cfs. The following terms and conditions shall apply to the exercise of the appropriate rights of exchange described in Paragraph 29 of this Decree.
 1. The exchange rights shall not be exercised to the extent there is a valid unsatisfied call placed by a water right located within the exchange reach that is senior to December 29, 2022.
 2. Operation of the exchange project rights shall be limited to the substitute supplies available at the exchange-from point.
 3. The substitute supply for the exchange project right may be subject to reasonable transit losses in its delivery to the exchange from point as determined by the Division Engineer or Water Commissioner and as necessary to prevent injury to other water rights.

4. Snowcap must provide prior notice to the Division Engineer of the operation of the exchange project rights decreed herein prior to their first operation.
- b. Measurement Structures. Snowcap will install and maintain measuring devices as reasonably required by the Division Engineer for administration of the water rights adjudicated herein and this plan for augmentation.
 - c. Accounting. Snowcap will measure and record the following information and submit a report monthly to the Division Engineer by the 10th of each month following the preceding month, or as reasonably requested by the Division Engineer:
 - i. Measured weekly discharge at the Dewatering System No. 1 Outfall (Outfall 016) pro-rated to a daily amount.
 - ii. The calling water right(s) on the depleted reaches of Rapid Creek and/or Cottonwood Creek, and the date(s) of the call.
 - iii. Calculated daily out-of-priority depletions to the depleted reaches, based on recorded calls administered for water rights diverting at structures within the depleted reaches.
 - iv. The daily amount pumped at the Snowcap Pump System intake well and lagged impact of such pumping to the Colorado River.
 - v. The daily amount delivered through the Snowcap Pump System directly to Rapid Creek.
 - vi. The daily amount delivered through the Snowcap Pump System to Martin Crawford Ditch.
 - vii. The daily releases from Vincent Reservoir No. 2.
 - viii. Deliveries of water released from Vincent Reservoir No. 2 to the depleted reaches on a daily basis.
 - ix. Total replacement supplies delivered to the depleted reaches on a daily basis.
 - x. The information identified above will be recorded on accounting forms approved by the Division Engineer.

- xi. Accounting for all Exchange Project operations, if any, including the daily volume of depletions replaced by exchange.:
- xii. Plan operations balance showing replacements as against depletions.
- d. Approval of Accounting Forms. The Division Engineer for Water Division No. 5 must approve Snowcap's accounting forms before Snowcap's operations approved in this decree may proceed. The accounting forms may be changed from time to time so long as all of the information required by this Decree is included in the accounting forms. The Division Engineer for Water Division No. 5 must approve any substantive changes to the accounting forms proposed by Snowcap.
- e. Compliance with Easement. Portions of the Snowcap Pump System, specifically pipeline conveyance structures used to deliver water to Rapid Creek and proposed points of connection to the Martin Crawford Ditch, are located on lands owned by objector, Ute Water Conservancy District. The construction, operation, maintenance, repair, replacement and use of those portions of the Snowcap Pump System located on those lands owned by Ute Water Conservancy District shall be in conformity with the Non-Exclusive Easement Agreement recorded on January 18, 2023 at Reception No. 3054078 of the Books and Records of the Mesa County Clerk and Recorder, or subsequent amendments thereto between Snowcap and Ute Water Conservancy District.
- f. Administration as against Horse Mountain, LLC Water Right. The conditional water right decreed to Vincent Reservoir No. 2 as described in paragraphs 18 through 25 of this Decree is junior to the Reservoir Spring Ditch, First Enlargement, adjudicated in Case No. 87CW116 (WD5), pursuant to the Decree entered on January 6, 1988, for 5 cfs from Cottonwood Creek with an appropriation date of April 24, 1987 owned by objector Horse Mountain, LLC (the "Reservoir Spring Enlargement Right"), and shall be subject to administration to the extent that the Reservoir Spring Enlargement Right is unsatisfied when necessary for beneficial use of water.
- g. Vincent No. 2 Administration. When the conditional water right decreed to Vincent Reservoir No. 2 as described in paragraphs 18 through 25 of this Decree is out of priority all out-of-priority inflow into that structure shall be bypassed, and the reservoir level will drop commensurate with evaporation. Evaporation rates for Vincent Reservoir No. 2 will be based on NOAA Technical Report NWS 33 free water surface evaporation mapping, except that zero evaporation will be assumed when the reservoir surface is fully ice-covered.
- h. Well Permits Required. A well permit issued pursuant to C.R.S. § 37-90-137(2)(a)(II) and subject to the plan for augmentation, must be obtained prior to the operation of the Roadside Mine Dewatering System No. 1 and the Snowcap Pump System pursuant to this Decree.

31. **No injury.** The conditional water rights, and plan for augmentation, including exchange project, described in this Decree, if operated in accordance with the terms, conditions and restrictions described in this Decree, will not cause injury to vested water rights and decreed conditional water rights.

CONCLUSIONS OF LAW

32. To the extent they constitute legal conclusions, the foregoing Findings of Fact are incorporated herein.
33. **Notice and Jurisdiction.** All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Water Court has jurisdiction over this matter and over all persons or entities affected hereby, whether they have appeared or not in this proceeding. C.R.S. §§ 37-92-203(1) and -301(2).
34. **Complete Application.** The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101–602.
35. **Accordance with Law.** The Application is in accordance with Colorado law and should be granted as set forth herein.
36. **Plan for Augmentation and Exchange Project.** A plan for augmentation means a detailed program, which may be either temporary or perpetual in duration, to increase the supply of water available for beneficial use in a division or portion thereof by the development of new or alternate means or points of diversion, by a pooling of water resources, by water exchange projects, by providing substitute supplies of water, by the development of new sources of water, or by any other appropriate means. C.R.S. § 37-92-103(9). A plan for augmentation, including water exchange project, shall be approved if such plan will not injuriously affect the owner of or persons entitled to use water under a vested water right of a decreed conditional water right. C.R.S. § 37-92-305(3)(a). Snowcap has satisfied these requirements and burdens of proof required for this Court to approve the requested plan for augmentation, including exchange project, and is entitled to a decree approving the same.
37. **Can and Will.** Snowcap can and will divert, store, or otherwise capture, possess, control, and beneficially use the water rights decreed herein. See C.R.S. § 37-92-305(9)(b). Snowcap demonstrated a substantial probability that within a reasonable time the facilities necessary to affect the appropriations can and will be completed with diligence, and that as a result water will be applied to a beneficial use. Proof of such a substantial probability necessarily involves imperfect predictions of future events and conditions. The “can and will” requirement should not be applied rigidly to prevent beneficial uses where an applicant otherwise satisfies the legal standard of establishing a non-speculative

intent to appropriate for a beneficial use. Further, the existence of contingencies does not prevent the can and will test from being satisfied. *City of Black Hawk v. City of Central*, 97 P.3d 951, 958 (Colo. 2004); *City of Thornton v. Bijou Irr. Co.*, 926 P.2d 1, 43-45 (Colo. 1996).

38. **Demonstrated Need for the Water.** Snowcap has a non-speculative need for the conditional water rights granted in this Decree.
39. **First Step.** Snowcap appropriated the conditional water rights decreed herein, including the exchange rights, by forming the intent and taking overt acts that constitute the first steps toward implementing the claimed water rights for application to beneficial use.
40. **Conditional Water Rights.** Snowcap has met all required standards and burdens of proof necessary to adjudicate the appropriative conditional water rights, including the exchange project rights decreed herein, and is entitled to a decree confirming and approving its requested appropriative rights.

RULING OF THE REFEREE

41. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference and are hereby modified as necessary to constitute part of the Ruling and Final Judgment and Decree.
42. **No Injury.** The Court having completed all investigations necessary to make a determination in this matter, does hereby find and conclude that there will be no injury to any owner of or persons entitled to use water under a vested right or decreed conditional right as a result of Snowcap's claim for water rights and plan for augmentation described above.
43. **Grant of Conditional Water Rights and Approval of Plan for Augmentation.** Subject to the terms and conditions set forth above, the Court does hereby grant: (A) the conditional water rights for groundwater described in Paragraphs 6 through 11; (B) the conditional water rights for groundwater described in Paragraphs 12 through 17; (C) the conditional junior storage water right described in Paragraphs 18 through 25; (D) approval of the Plan for Augmentation, including exchange project, described in Paragraphs 26 through 30; and (E) the conditional appropriative rights of exchange for the Exchange Project described in Paragraph 29.
44. **Priority.** The Application for the water right decreed herein was filed in the Water Court in the year of 2022. The water rights adjudicated herein shall be administered as having been filed in 2022 and shall be junior to all priorities filed in previous calendar years. As between all rights filed in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of entry of the decrees.

45. **Retained Jurisdiction:** Pursuant to C.R.S. § 37-92-304(6), the Water Court retains jurisdiction to reconsider the question of injury to the vested rights of others with that retained jurisdiction beginning at the signing of this decree and continuing for five years. Any party desiring to invoke the Water Court's retained jurisdiction on the question of injury during that time must file a verified petition with the Water Court, setting forth with particularity the factual basis upon which the petition is predicated together with proposed decretal language to address the claimed injury. The party lodging the petition shall have the initial burden of proof to establish the facts alleged in the petition. If the Court finds that the petitioner has met its burden, Snowcap or its successors shall bear the burden of rebutting the petitioner and/or of proposing a modification to the decree adequate to avoid the claimed injury.
46. **Administration.** This water rights and plan for augmentation are capable of administration. The State Engineer and the Division Engineer for Water Division No. 5 shall administer the conditional water rights and the plan for augmentation, including exchange project, approved herein under the terms and conditions in this Decree. So long as the water rights and plan for augmentation are operated under those terms and conditions, diversion and use of water by Snowcap, its successors, and assigns, which is in accord with this decree, shall not be curtailed. The State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights pursuant to C.R.S. § 37 92 305(8)(c).
47. **Use of Structures.** Nothing in this Decree creates, or shall be construed to create, any right of Snowcap to utilize land or structures owned by entities other than Snowcap for the diversion or carriage of water, nor be construed to enlarge any right to use lands, structures, or facilities currently possessed by Snowcap. Snowcap may utilize existing water diversion, carriage, and storage structures only to the extent it has acquired the right to use such structures from the appropriate entities. Similarly, Snowcap may utilize land for the construction and operation of structures only to the extent that it possesses or has acquired the right to use such land from the appropriate persons or entities.
- a. Further term regarding CDOT lands. The Snowcap Pump System, and any other structure used or proposed to be used by Snowcap, will be located on lands owned by the Colorado Department of Transportation (CDOT) only after all necessary approvals are obtained from CDOT. In the event the applicant needs to access CDOT right of way for any purpose, applicant shall obtain a utility permit (or any other required instrument) from the CDOT.
48. **Measurement Devices.** Under C.R.S. § 37-92-502(2)(a), the Division Engineer may order the owner or user of any water right to be used under the augmentation plan decreed herein to install and maintain at such owner's or user's expense necessary meters, gauges, or other measuring devices and to report at reasonable time to the Division Engineer and the readings of such meters, gauges, or other measuring devices. Snowcap shall cause to be installed and maintained such measuring devices as required by this

Decree or reasonably required by the Division Engineer for the proper administration of the water rights and the plan for augmentation decreed herein. Snowcap shall maintain records of its diversions and shall provide such information to the Division Engineer on such forms and at such times required by this Decree and as reasonably requested by the Division Engineer.

- 49. Final Judgment.** Except to the extent that the Court has specifically retained jurisdiction herein, this Judgment and Decree is final.
- 50. Transfer of Conditional Water Rights.** Pursuant to Rule 9 of the Uniform Local Rules for All State Water Court Divisions, upon the sale or other transfer of the conditional water rights decreed herein, the transferee shall file with the Division 5 Water Court a notice of transfer which shall state:
- a. The title and case number of this Case No. 22CW3126;
 - b. The description of the conditional water right transferred;
 - c. The name of the transferor;
 - d. The name and mailing address of the transferee; and
 - e. A copy of the recorded deed.

The owner of said conditional water rights shall also notify the Clerk of the Division 2 Water Court of any change in mailing address. The Clerk shall place any notice of transfer or change of address in the case file of this Case No. 22CW3126 and in the case file in which the Court first made a finding of reasonable diligence.

It is ORDERED that this ruling shall be filed with the Water Clerk subject to judicial review.

It is further ORDERED that a copy of this ruling shall be filed with the appropriate Division Engineer and with the State Engineer.

Dated this ___ day of _____, 2024.

BY THE REFEREE:

**Holly Kirsner Strablizky, Water Referee
Water Division No. 5**

DECREE OF THE WATER COURT

51. No protests having been filed, the foregoing ruling is confirmed and approved and is made the judgment and decree of this Water Court.
52. **Notice of Decree.** A copy of this decree shall be provided to the parties and filed with the Division Engineer, Water Division No. 5, and with the State Engineer.
53. **Diligence.** The conditional water rights confirmed herein are continued in full force and effect until _____, 2030. If Snowcap desires to maintain these conditional rights, an application for a finding of reasonable diligence shall be filed on or before _____, 2030, or a showing made on or before this date that the conditional water rights have become absolute water rights by reason of the completion of the appropriations.

Dated this ___ day of _____, 2024.

BY THE COURT:

**James Boyd, Water Judge
Water Division No. 5**

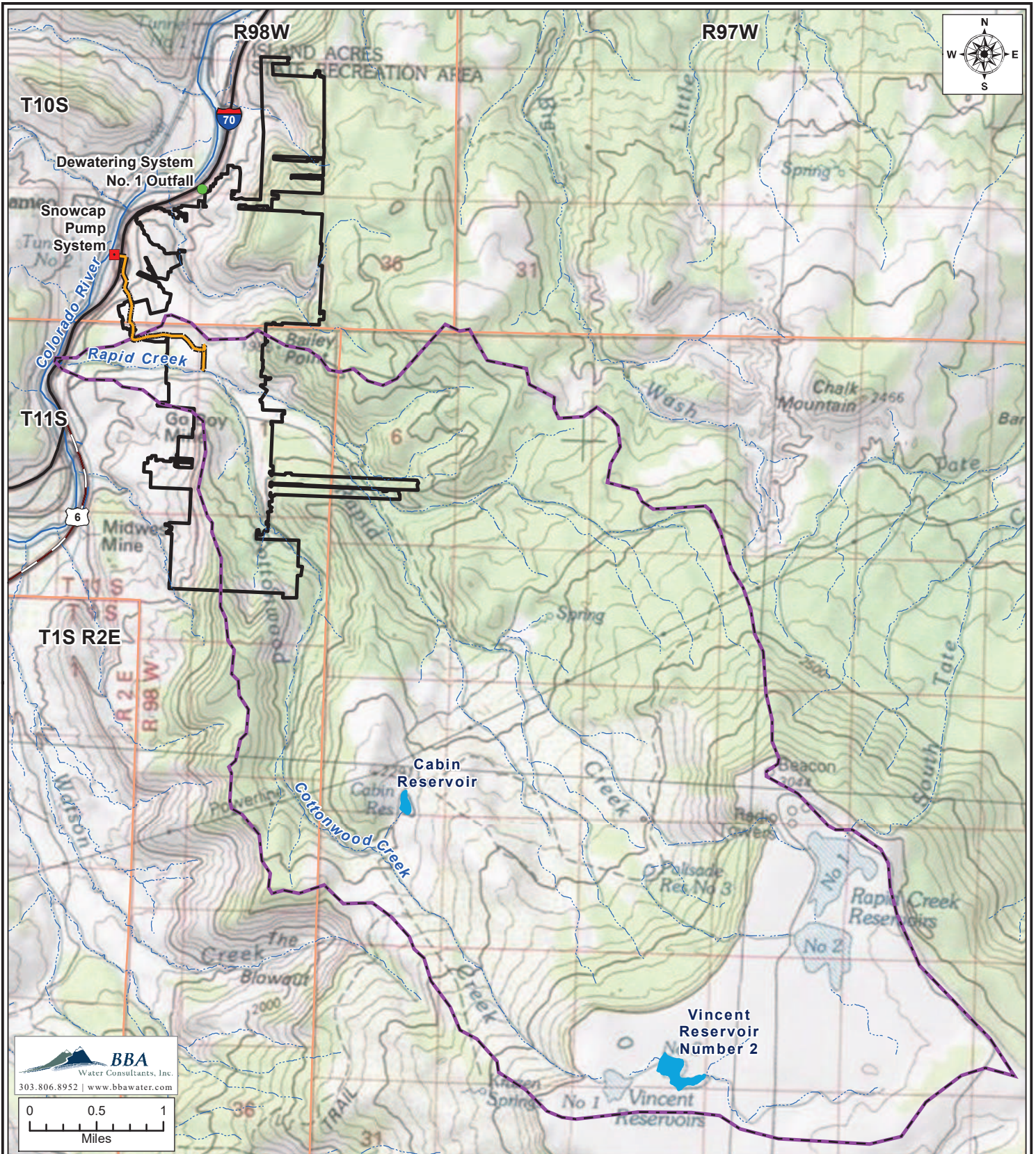


Exhibit A General Location Map

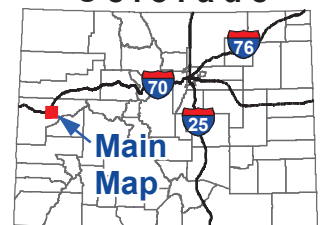
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Legend

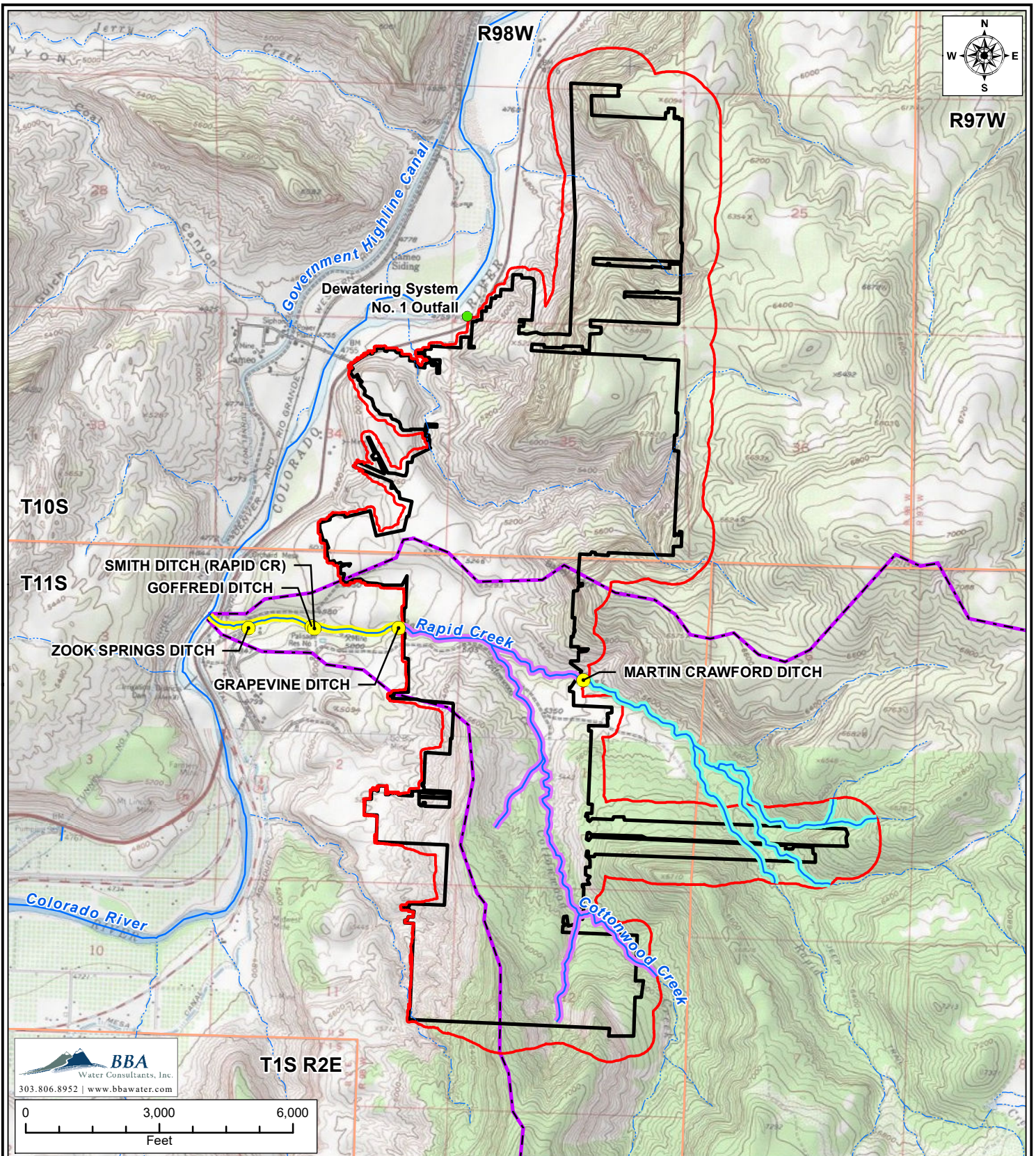
- Dewatering System No. 1 Outfall
- Snowcap Pump System
- As-Built Pipeline Alignment
- Watershed Boundary - Rapid Creek
- Mine Perimeter

Data Source: WRI 86-4172, CDSS, CDOT, BLM, USGS

Colorado



Main
Map



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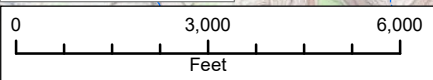


Exhibit B Dewatering System No. 1 and Depleted Reaches

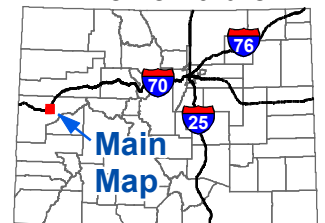
Date: 7/27/2023 | Job No. 1901.00

Legend

- Water Right Structures (CDSS)
- Dewatering System No. 1 Outfall
- Watershed Boundary
- Mine Perimeter
- Mine Discharge Contributing Area
- Lower Depletion Reach
- Middle Depletion Reach
- Upper Depletion Reach

Data Source: WRI 86-4172, CDSS, CDOT, BLM, USGS

Colorado



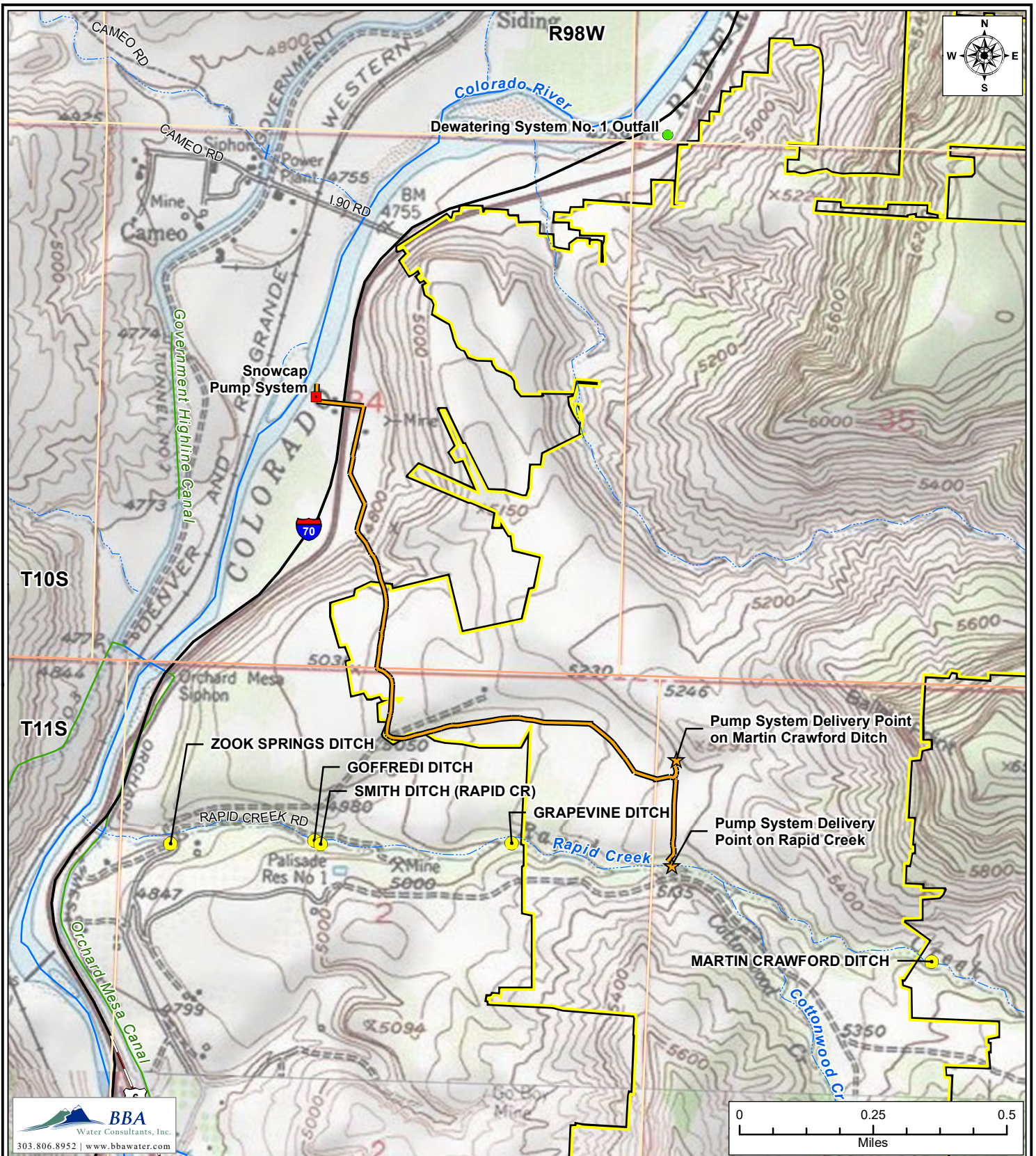


Exhibit C Snowcap Pump System

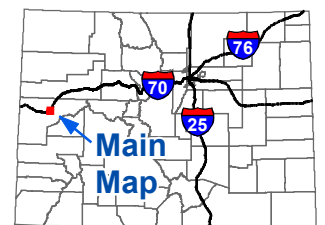
Date: 7/27/2023 | Job No. 1901.00

Legend

- Dewatering System No. 1 Outfall
- Snowcap Pump System
- Water Right Structures (CDSS)
- ★ Pump System Delivery Points
- As-Built Pipeline Alignment
- Mine Perimeter

Data Source: Snowcap Coal Company, Applegate, CDSS, CDOT, BLM, USGS

COLORADO



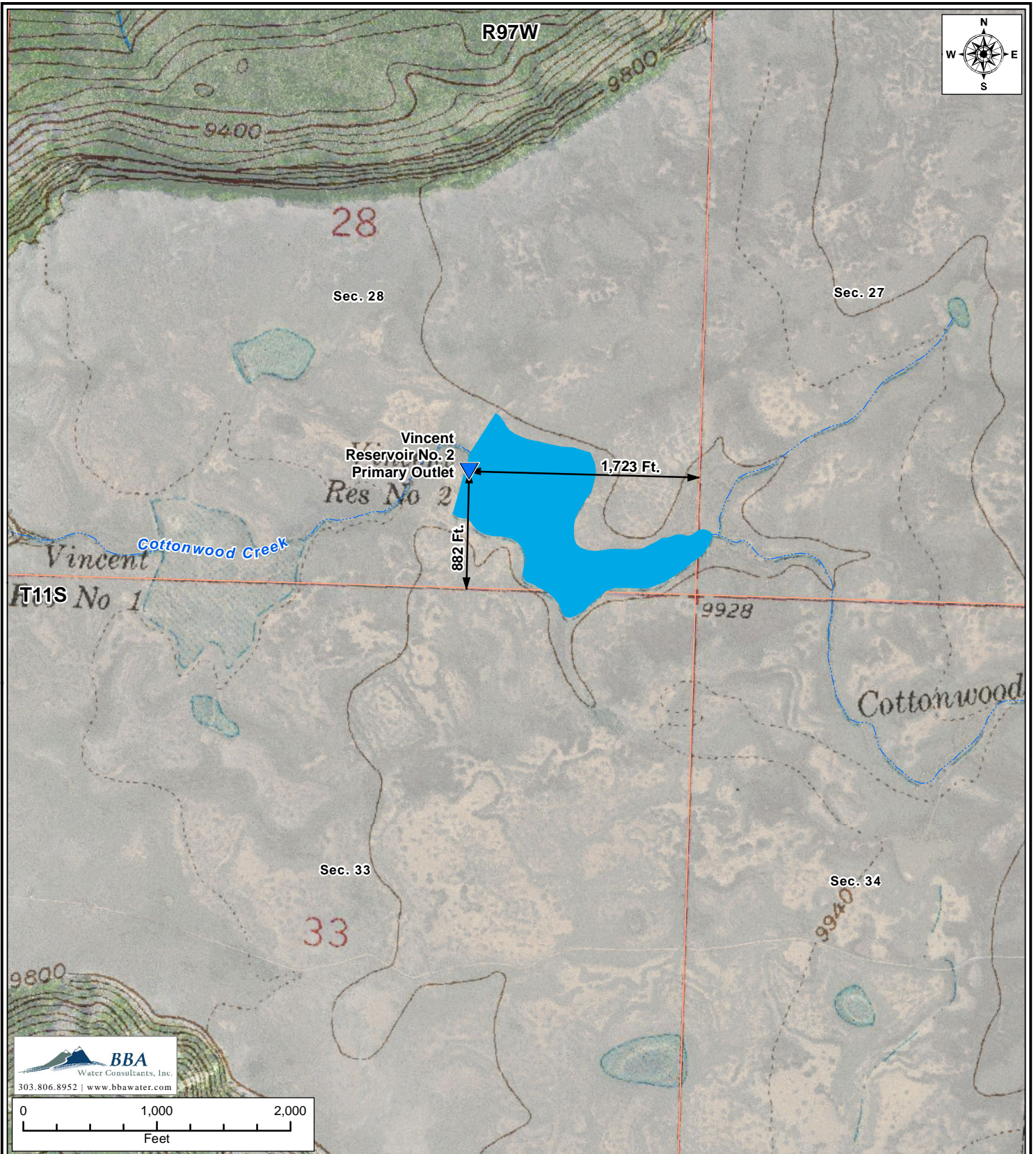




Exhibit D Vincent Reservoir No. 2

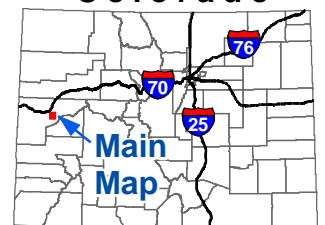
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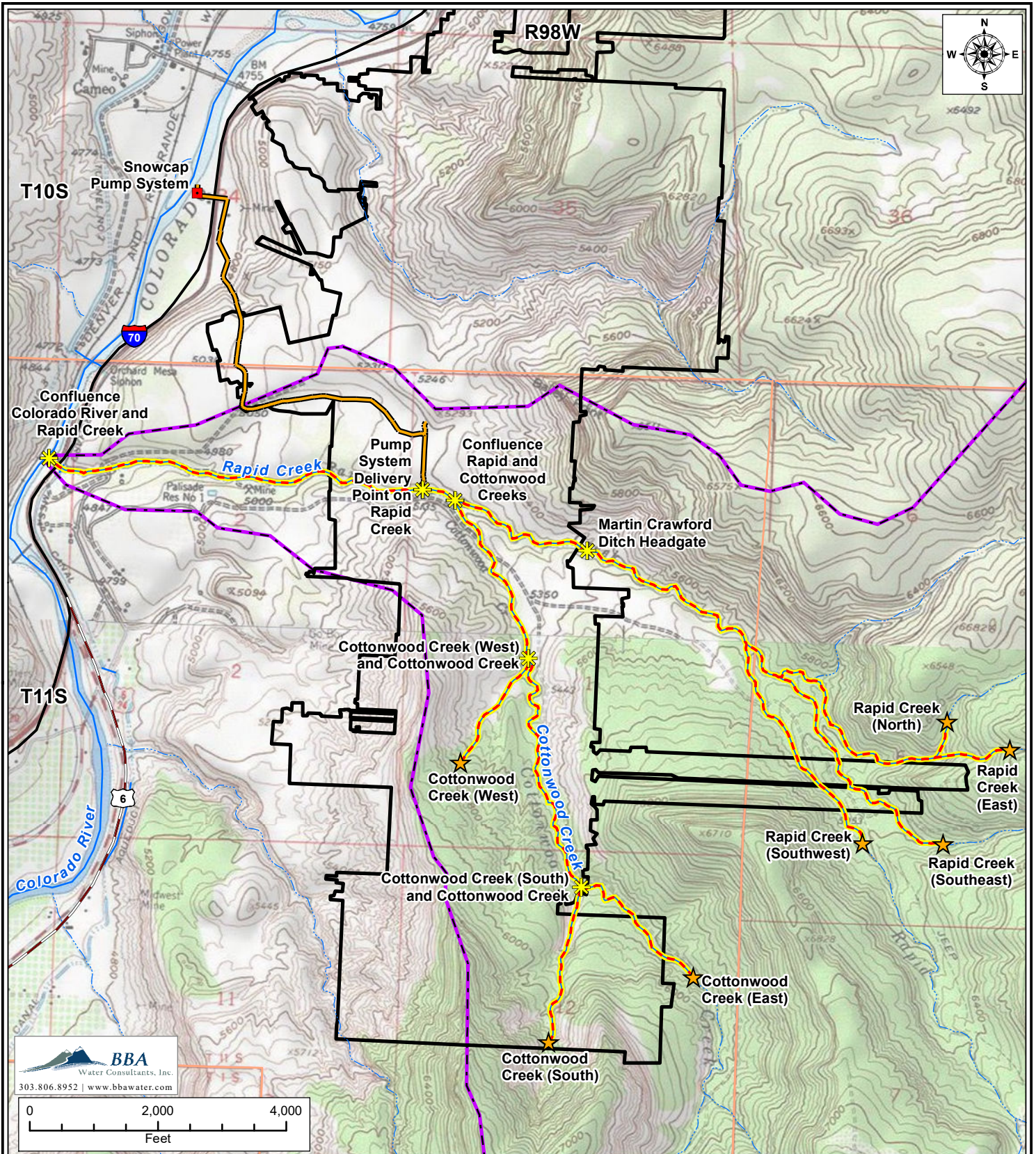
Legend

-  Vincent Reservoir No. 2
-  Point of Diversion
-  Dimension Line

Data Source: CDSS, Applegate
Aerial Photo Date: 9/5/2021 NAIP USDA

Colorado





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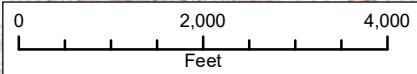


Exhibit E Exchange Reaches

Date: 1/22/2024 | Job No. 1901.00

Legend

- Exchange-From Point
- Exchange-To Point
- Snowcap Pump System
- Exchange Reaches
- As-Built Pipeline Alignment
- Watershed Boundary - Rapid Creek
- Mine Perimeter

Data Source: WRI 86-4172, CDSS, CDOT, BLM, USGS

Colorado

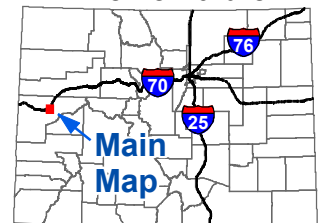


Exhibit F
Summary Matrix for Snowcap Exchange Project Rights, Case No. 22CW3126

		Exchange-To Points						
		Rapid Creek (North)	Rapid Creek (East)	Rapid Creek (Southeast)	Rapid Creek (Southwest)	Cottonwood Creek (West)	Cottonwood Creek (East)	Cottonwood Creek (South)
Exchange-From Points	Rapid Creek at Colorado River	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
	Snowcap Pump System delivery point to Rapid Creek	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
	Rapid Creek at Cottonwood Creek	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
	Rapid Creek at Martin Crawford Ditch	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
	Cottonwood Creek at Cottonwood Creek (South)	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
	Cottonwood Creek at Cottonwood Creek (West)	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs	0.56 cfs
Total maximum exchange to all points:								0.56 cfs



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: April 23, 2024

Presented By: Consent Agenda

Department: Administration

Re: Resolution 2024-10 Appointment of Town Officers

SUBJECT:

Resolution 2024-10 entitled "A Resolution of the Board of Trustees of the Town of Palisade, Colorado, Appointing Town Officers."

SUMMARY:

Per Palisade Municipal Code Article III, Section 2-51 "There shall be appointed by the Board of Trustees at its first regular meeting succeeding each Town election, or as soon thereafter as practicable, a Town Clerk, a Town Treasurer a Town Administrator and a Town Attorney, who shall hold their offices for the period of two (2) years or until their successors are appointed and qualified, unless sooner removed according to law."

BOARD DIRECTION:

Approve Resolution 2024-10 appointing Town Officers.

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE,
COLORADO, APPOINTING TOWN OFFICERS**

WHEREAS, Sec. 2-51 of the Municipal Code authorizes and directs the Board of Trustees to appoint town officers by a majority vote of all members of the Board; and

WHEREAS, the appointment and/or reappointment of town officers shall occur at the first regular meeting of the Board of Trustees after each regular municipal election, or as soon thereafter as practicable; and

WHEREAS, the Board of Trustees adopted an organizational chart for the Town to reflect modern employment practices whereby the Town Administrator is responsible for supervision and management of all employees of the Town and the Board of Trustees directs and holds the Town Administrator accountable for such duties; and

WHEREAS, C.R.S. §31-4-304 requires the Board of Trustees to appoint a clerk and treasurer and those positions require day to day supervision and management, best undertaken by the Town Administrator since the Board of Trustees do not have continuous interaction with these employees; and

WHEREAS, modern employment practices and risk management dictate that the Board of Trustees not personally participate with the supervision and management of employees since a majority of the Board of Trustees is required to take action with proper notice and individual Board of Trustee direction of employees lacks authority, creates confusion, and disrupts the organization's hierarchy exposing the Town to liability under employment laws; and

WHEREAS, to properly implement the Town's organizational chart, the Board of Trustees finds it in the best interests of the Town to make the Town Administrator responsible for the clerk and treasurer positions and delegate the duties of those positions to employees that can be assigned such titles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO that the following persons shall be and are hereby appointed as Town Officers and that, unless otherwise specified, such persons shall hold their respective offices until the first regular meeting of the Board of Trustees after the next regular municipal election, and in no event longer than thirty (30) days after the swearing in of the next elected Board, unless removed earlier in accordance with C.R.S. 31-4-307:

Town Administrator:
Janet Hawkinson

Town Clerk and Town Treasurer:
Town Administrator, Janet Hawkinson, is appointed Town Clerk and Town Treasurer pursuant to C.R.S. §31-4-304 and accountable to the Board of Trustees

for the duties of the clerk and treasurer; however, such duties shall be delegated to employees by the Town Administrator and such employees may be assigned and utilize such titles on behalf of the Town, all under the supervision and management of the Town Administrator.

Town Attorney:

James Neu/Karp Neu Hanlon, P.C.

Town Prosecuting Attorney:

Tim Graves/LeMoine & Graves, P.C.

Municipal Judge:

Daniel Robinson/Robison & Burkey

RESOLVED, APPROVED, AND ADOPTED this 23rd day of April 2024.

TOWN OF PALISADE, COLORADO

By: _____

Greg Mikolai, Mayor

ATTEST:

Keli Frasier, Town Clerk