



**PALISADE BOARD OF TRUSTEES**  
**CONSENT AGENDA**  
**October 10, 2023**

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*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 – September 22, 2023 – October 3, 2023

**B. Minutes**

- Minutes from September 26, 2023, Regular Board of Trustees Meeting

**C. One Riverfront Appointment**

- The Town of Palisade is required to ratify the selection of the One Riverfront Committee. Due to a member's resignation (Lou Patterson), the following individual was selected by the One Riverfront Commission to serve the following term:
  1. David Combs - Term expiring 7/31/2026

**D. TransColorado Gas Transmission Company Easement Agreement for \$72,000**



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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – October 10, 2023

Date Range of Payables: September 22, 2023 – October 3, 2023

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 09/22/2023-10/03/2023

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
XCEL ENERGY	844209632 - C	CLINIC UTILITIES - BILLABLE T	09/08/2023	1,677.58	.00		
Total :				1,677.58	.00		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CIRSA	232029	LIABILITY INSURANCE - ADMIN	10/01/2023	19,881.58	.00		
GRAND JUNCTION CHAMBER	111829	ADMIN - SPONSORSHIP FOR E	09/07/2023	1,000.00	1,000.00	09/29/2023	
PROVELOCITY LLC	39969	COMPUTER SERVICES	09/01/2023	8,323.00	8,323.00	09/29/2023	
PROVELOCITY LLC	40010	WATER - LAPTOP	09/14/2023	1,830.00	1,830.00	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	ADMINISTRATION LIGHTS	09/01/2023	676.11	.00		
J-U-B ENGINEERS	0165980	ADMIN PRO SERVICES	09/14/2023	1,885.81	.00		
WILLIAM CARLSON	2023.09.15 - C	CML SEMINAR - HOTEL	09/15/2023	213.85	213.85	09/29/2023	
WILLIAM CARLSON	2023.09.15 - C	CML SEMINAR - MEALS	09/15/2023	10.00	10.00	09/29/2023	
WILLIAM CARLSON	2023.09.15 - C	MILEAGE	09/15/2023	92.35	92.35	09/29/2023	
WILLIAM CARLSON	2023.09.20 - M	MILEAGE	09/20/2023	31.66	31.66	09/29/2023	
WILLIAM CARLSON	2023.09.22 - M	MILEAGE	09/22/2023	18.21	18.21	09/29/2023	
ALPINE BANK CC	GM 5619 SEP	ADMIN - OPERATING	09/18/2023	605.97	.00		
ALPINE BANK CC	JH 3061 SEP 2	ADMIN - PD SURFACE PRO CO	09/18/2023	6,012.61	.00		
ALPINE BANK CC	JH 3061 SEP 2	ADMIN - PD SURFACE PRO CO	09/18/2023	684.02	.00		
ALPINE BANK CC	JH 3061 SEP 2	ADMIN - PD SURFACE PRO CO	09/18/2023	1,196.00	.00		
ALPINE BANK CC	JH 3061 SEP 2	ADMIN - DUES	09/18/2023	54.99	.00		
ALPINE BANK CC	KF 3160 SEP 2	ADMIN - AMAZON PRIME SUBS	09/18/2023	1,299.00	.00		
ALPINE BANK CC	KF 3160 SEP 2	ADMIN - OPERATING	09/18/2023	47.88	.00		
ALPINE BANK CC	KF 3160 SEP 2	ADMIN - OFFICE SUPPLIES	09/18/2023	140.60	.00		
ALPINE BANK CC	KF 3160 SEP 2	ADMIN - BOARD - OPERATING	09/18/2023	60.92	.00		
ALPINE BANK CC	TWARD 0381	ADMIN - OPERATING - FOOD - I	09/18/2023	181.50	.00		
COLUMN SOFTWARE, PBC	4E284DA7-015	NOTICE - LIQUOR LICENSE	09/21/2023	14.68	14.68	09/29/2023	
Total ADMINISTRATION:				44,260.74	11,533.75		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
BUD'S SIGNS	119321	WAYFINDING SIGNS	09/14/2023	1,450.27	1,450.27	09/29/2023	
J-U-B ENGINEERS	0165980	COMM DEV - CRESTHAVEN AC	09/14/2023	68.70	.00		
DW METAL WORKS, INC	50448	COMM DEV - PAV - WELDING F	09/25/2023	250.00	250.00	09/29/2023	
Total COMMUNITY DEVELOPMENT:				1,768.97	1,700.27		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOURISM FUND</b>							
ALPINE BANK CC	KF 3160 SEP 2	TOURISM - ON LINE MARKETIN	09/18/2023	240.00	.00		
Total TOURISM FUND:				240.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
RICK MANCUSO	2023.10.01 - S	SUNDAY MKT ENTERTAINMENT	10/01/2023	500.00	500.00	09/29/2023	
ALPINE BANK CC	FM 3145 SEP	RECREATION - PROJECTS & EV	09/18/2023	33.83	.00		
ALPINE BANK CC	KF 3160 SEP 2	BLUEGRASS MARKETING	09/18/2023	140.00	.00		
ALPINE BANK CC	TWARD 0381	RECREATION - PROJECTS & EV	09/18/2023	269.90	.00		
Total RECREATION:				943.73	500.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
BEHAVIORAL HEALTH	2023.09.07	ADULT PHYSICAL EVALUATION	09/07/2023	350.00	350.00	09/29/2023	
BOOKCLIFF AUTO PARTS INC	619534	PD- VEHICLE MAINTENANCE	09/01/2023	50.34	50.34	09/29/2023	
GALLS, LLC	025598708	PD- UNIFORMS	09/07/2023	247.95	.00		
GALLS, LLC	025623639	PD- UNIFORMS	09/10/2023	276.32	.00		
GALLS, LLC	025797440	PD- UNIFORMS	09/27/2023	137.74	.00		
COOP COUNTRY	256965	PD CAR WASH	09/07/2023	10.00	.00		
COOP COUNTRY	256966	PD CAR WASH	09/07/2023	12.00	.00		
COOP COUNTRY	256967	PD CAR WASH	09/07/2023	3.04	.00		
COOP COUNTRY	257088	PD CAR WASH	09/14/2023	8.00	.00		
COOP COUNTRY	257089	PD CAR WASH	09/14/2023	8.00	.00		
COOP COUNTRY	257090	PD CAR WASH	09/14/2023	10.00	.00		
COOP COUNTRY	257091	PD CAR WASH	09/14/2023	10.00	.00		
COOP COUNTRY	257093	PD CAR WASH	09/14/2023	2.47	.00		
COOP COUNTRY	257192	PD CAR WASH	09/20/2023	5.97	.00		
COOP COUNTRY	257193	PD CAR WASH	09/20/2023	5.12	.00		
COOP COUNTRY	257194	PD CAR WASH	09/20/2023	3.27	.00		
COOP COUNTRY	257195	PD CAR WASH	09/20/2023	3.67	.00		
COOP COUNTRY	257306	PD CAR WASH	09/27/2023	2.08	.00		
COOP COUNTRY	257307	PD CAR WASH	09/27/2023	12.00	.00		
COOP COUNTRY	257308	PD CAR WASH	09/27/2023	10.00	.00		
COOP COUNTRY	257309	PD CAR WASH	09/27/2023	4.82	.00		
COOP COUNTRY	257310	PD CAR WASH	09/27/2023	3.85	.00		
COOP COUNTRY	257311	PD CAR WASH	09/27/2023	3.30	.00		
HOLE IN THE WALL SHIRT SHO	1525	PD UNIFORMS	09/11/2023	269.82	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING - FOOD	09/18/2023	43.70	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING SUPPLIES	09/18/2023	9.98	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING - FOOD - WCP	09/18/2023	232.90	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING SUPPLIES	09/18/2023	68.77	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING - FOOD	09/18/2023	6.57	.00		
ALPINE BANK CC	JS 2304 SEP 2	PD - OPERATING - FOOD	09/18/2023	34.84	.00		
ALPINE BANK CC	TRVL1 3657 S	PD - TRAVEL/TRAINING	09/18/2023	726.68	.00		
RHINEHART OIL CO., LLC	IN-685965-23	PD - GAS/DIESEL	09/15/2023	237.46	237.46	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	PD - GAS/DIESEL	09/22/2023	216.38	.00		
Total POLICE:				3,027.04	637.80		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
XCEL ENERGY	SEP 2023 BILL	CEMETERY LIGHTS	09/01/2023	157.39	.00		
WESTERN SLOPE IRON & SUP	173136	CEMETERY - REPAIR & MAINT	09/21/2023	411.00	411.00	09/29/2023	
COLIN CHRISTIAN	10005	PARKS - WELDER RENTAL	09/28/2023	100.00	100.00	09/29/2023	
RHINEHART OIL CO., LLC	IN-685965-23	CEMETERY - GAS/DIESEL	09/15/2023	71.34	71.34	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	CEMETERY - GAS/DIESEL	09/22/2023	65.38	.00		
Total CEMETERY:				805.11	582.34		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
CIRSA	232029	LIABILITY INSURANCE - FIRE	10/01/2023	2,175.98	.00		
CO DIV OF FIRE PREVENTION	23-64589	FIRE SCHOOL - 2023 FALL	07/05/2023	450.00	450.00	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	FIRE/EMS LIGHTS	09/01/2023	1,205.53	.00		
ALPINE BANK CC	CB 5827 SEP 2	BLDG - REPAIR & MAINT - FD	09/18/2023	2.79	.00		
ALPINE BANK CC	CB 5827 SEP 2	FD - TRAINING	09/18/2023	93.64	.00		
ALPINE BANK CC	CB 5827 SEP 2	FD - TRAINING	09/18/2023	131.97	.00		
ALPINE BANK CC	CB 5827 SEP 2	FD - VEHICLE REPAIR & MAINT	09/18/2023	65.85	.00		
ALPINE BANK CC	CB 5827 SEP 2	FD - TRAINING	09/18/2023	463.03	.00		
ALPINE BANK CC	CL 0230 SEP 2	FD - UNIFORMS	09/18/2023	200.00	.00		
ALPINE BANK CC	CL 0230 SEP 2	FD - TRAINING	09/18/2023	26.78	.00		
ALPINE BANK CC	CL 0230 SEP 2	FD - TRAINING	09/18/2023	27.87	.00		
RHINEHART OIL CO., LLC	IN-685965-23	FD/EMS - GAS/DIESEL	09/15/2023	382.18	382.18	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	FD/EMS - GAS/DIESEL	09/22/2023	354.46	.00		
Total FIRE / EMS:				5,580.08	832.18		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
HIGH COUNTRY GAS & SUPPLY	442536	WELDING SUPPLIES - SHARED	09/20/2023	421.11	421.11	09/29/2023	
KIMBALL MIDWEST	101480261	SHARED COST	09/26/2023	260.08	260.08	09/29/2023	
ALPINE BANK CC	FM 3145 SEP	SHARED EXPENSES	09/18/2023	171.28	.00		
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	09/18/2023	456.20	.00		
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	09/18/2023	119.99	.00		
ALPINE BANK CC	MARCB 5627	SHARED EXPENSES	09/18/2023	1.29	.00		
Total EMS:				1,429.95	681.19		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
CIRSA	232029	LIABILITY INSURANCE - STREE	10/01/2023	1,327.56	.00		
NEWMAN SIGNS INC.	TRFINV049131	SIGNAGE - FRUIT AND WINE BY	08/31/2023	643.76	643.76	09/29/2023	
SHERWIN-WILLIAMS CO.	0879-2	STRIPING PAINT	09/13/2023	365.80	365.80	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	STREET LIGHTS	09/01/2023	119.05	.00		
XCEL ENERGY	SEP 2023 BILL	307 MAIN -CHARGING STATION	09/01/2023	66.51	.00		
XCEL ENERGY	SEP 2023 BILL	STREET LIGHTS	09/01/2023	3,141.44	.00		
ALPINE BANK CC	DG 7854 SEP	STREETS - REP & MAINT STRE	09/18/2023	12.18	.00		
ALPINE BANK CC	DM 4309 SEP	STREETS - OPERATING	09/18/2023	79.99	.00		
ALPINE BANK CC	DM 4309 SEP	STREETS - OPERATING	09/18/2023	53.98	.00		
ALPINE BANK CC	FM 3145 SEP	STREETS - OPERATING	09/18/2023	98.98	.00		
ALPINE BANK CC	FM 3145 SEP	STREETS - OPERATING	09/18/2023	11.97	.00		
ALPINE BANK CC	FM 3145 SEP	STREETS - OPERATING	09/18/2023	11.97-	.00		
RHINEHART OIL CO., LLC	IN-685965-23	STREETS - GAS/DIESEL	09/15/2023	178.34	178.34	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	STREETS - GAS/DIESEL	09/22/2023	163.46	.00		
LOCAL ROOTS LANDSCAPING,	1063	STREETS - HWY 6 MAINTENAN	09/26/2023	2,200.00	2,200.00	09/29/2023	
Total STREETS:				8,451.05	3,387.90		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
CIRSA	232029	LIABILITY INSURANCE - WATER	10/01/2023	7,921.88	.00		
MOUNTAIN PEAK CONTROLS	30226	WATER PLANT IMPROVEMENT	09/08/2023	4,380.00	.00		
U S POSTOFFICE	SEP 23 - UTILI	WATER	10/02/2023	221.60	221.60	10/02/2023	
WESTERN COLORADO AG-SER	7763	WEED CONTROL-WATERSHED	08/31/2023	1,124.68	1,124.68	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	WATER LIGHTS	09/01/2023	390.66-	.00		
XCEL ENERGY	SEP 2023 BILL	175 1/2 E. 3RS - BULK WATER S	09/01/2023	31.40	.00		
J-U-B ENGINEERS	0165980	CABIN RESERVOIR	09/14/2023	2,050.50	.00		
J-U-B ENGINEERS	0165980	WATER TREATMENT - HYDRAU	09/14/2023	200.00	.00		
J-U-B ENGINEERS	0165980	WATER TREATMENT - PRELIM	09/14/2023	3,653.00	.00		
ALPINE BANK CC	BF 4622 SEP 2	WATER TREATMENT - SUPPLIE	09/18/2023	40.98	.00		
ALPINE BANK CC	BF 4622 SEP 2	WATER TREATMENT - SUPPLIE	09/18/2023	9.99	.00		
ALPINE BANK CC	BF 4622 SEP 2	WATER TREATMENT - SUPPLIE	09/18/2023	40.18	.00		
ALPINE BANK CC	DM 4309 SEP	WATER - TRAINING	09/18/2023	50.00	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	100.86	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	229.99	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	21.99	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	18.99-	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	199.99	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	279.97	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	249.99-	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	9.99	.00		
ALPINE BANK CC	FM 3145 SEP	WATER DIST - OPERATING	09/18/2023	22.20	.00		
OPTIMUS COMMUNICATIONS, L	38192	INTERNET SERVICE	09/19/2023	87.00	87.00	09/29/2023	
AMERICAN WATER WORKS AS	SO112601	WATER - AWWA MEMBERSHIP	08/22/2023	365.00	365.00	09/29/2023	
RHINEHART OIL CO., LLC	IN-685965-23	WATER - GAS/DIESEL	09/15/2023	249.68	249.68	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	WATER - GAS/DIESEL	09/22/2023	228.84	.00		
<b>Total WATER:</b>				<b>20,860.08</b>	<b>2,047.96</b>		

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<b>SEWER PLANT</b>							
AQUA-AEROBIC SYSTEMS, INC	1038875	SEWER LAGOON REPAIR - AER	09/06/2023	425.31	425.31	09/29/2023	
CIRSA	232029	LIABILITY INSURANCE - SEWER	10/01/2023	1,593.08	.00		
FREMAREK, INC	0800165-IN	SEWER PLANT CHEMICALS	09/08/2023	3,384.63	.00		
U S POSTOFFICE	SEP 23 - UTILI	TRASH	10/02/2023	55.39	55.39	10/02/2023	
XCEL ENERGY	SEP 2023 BILL	SEWER LIGHTS	09/01/2023	384.38	.00		
XCEL ENERGY	SEP 2023 BILL	661 BRENTWOOD DR	09/01/2023	14.18	.00		
J-U-B ENGINEERS	0165980	SEWER PRO SERVICES - UDSA	09/14/2023	638.39	.00		
ALPINE BANK CC	FH 4614 SEP 2	SEWER TREATMENT - OPERATI	09/18/2023	1.85	.00		
ALPINE BANK CC	FH 4614 SEP 2	SEWER - TREATMENT - SUPPLI	09/18/2023	94.99	.00		
ALPINE BANK CC	FH 4614 SEP 2	SEWER TREATMENT - OPERATI	09/18/2023	59.46	.00		
RHINEHART OIL CO., LLC	IN-685965-23	SEWER - GAS/DIESEL	09/15/2023	71.34	71.34	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	SEWER - GAS/DIESEL	09/22/2023	65.39	.00		
Total SEWER PLANT:				6,788.39	552.04		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
CIRSA	232029	LIABILITY INSURANCE - SEWER	10/01/2023	1,633.92	.00		
U S POSTOFFICE	SEP 23 - UTILI	SEWER	10/02/2023	55.40	55.40	10/02/2023	
BACK COUNTRY BADGER INC	30885	SEWER - PUSH CAMERA SYST	09/06/2023	9,143.00	.00		
Total SEWER COLLECTION:				10,832.32	55.40		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
U S POSTOFFICE	SEP 23 - UTILI	SOLID WASTE	10/02/2023	110.80	110.80	10/02/2023	
Total :				110.80	110.80		

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<b>PARKS</b>							
COUNTRYSIDE SERVICE, INC.	76862	PARKS - MISC REPAIRS - PARK	09/21/2023	231.00	231.00	09/29/2023	
FERGUSON US HOLDINGS, INC	1466494	PARKS - IRRIGATION REPAIRS	09/19/2023	64.22	64.22	09/29/2023	
FERGUSON US HOLDINGS, INC	1466603	PARKS - SMALL EQUIPMENT	09/19/2023	1,299.98	1,299.98	09/29/2023	
GRAND RIVER ELECTRIC	23732	ELECTRIC - RIVERBEND - ELEC	09/20/2023	560.00	560.00	09/29/2023	
GUSTAVO ORTIZ	TP-09-2023	PARKS - PUBLIC RESTROOM C	09/18/2023	1,137.50	1,137.50	09/29/2023	
WESTERN IMPLEMENT	IN33313	PARKS - OPERATING	09/19/2023	173.00	173.00	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	PARKS LIGHTS	09/01/2023	753.41	.00		
ALPINE BANK CC	BC 3152 SEP 2	PARKS - OPERATING	09/18/2023	34.99	.00		
ALPINE BANK CC	BW 8193 SEP	PARKS - SPRINKLERS/IRRIGATI	09/18/2023	26.49	.00		
ALPINE BANK CC	BW 8193 SEP	PARKS - SPRINKLERS/IRRIGATI	09/18/2023	28.70	.00		
ALPINE BANK CC	BW 8193 SEP	PARKS - OPERATING	09/18/2023	59.98	.00		
ALPINE BANK CC	EB 5072 SEP 2	PARKS - MISC REPAIRS	09/18/2023	52.98	.00		
ALPINE BANK CC	MARCB 5627	PARKS - REP & MAINT - MOWE	09/18/2023	20.74	.00		
ALPINE BANK CC	TWARD 0381	PARKS - REP & MAINT VEHICLE	09/18/2023	23.58	.00		
ALPINE BANK CC	TWARD 0381	PARKS - REP & MAINT VEHICLE	09/18/2023	19.99	.00		
ALPINE BANK CC	TWARD 0381	PARKS - OPERATING	09/18/2023	386.99	.00		
COLIN CHRISTIAN	10003	PARKS - REPAIR LIGHT POLE	09/27/2023	260.00	260.00	09/29/2023	
COLIN CHRISTIAN	10004	PARKS - WELDER RENTAL	09/27/2023	100.00	100.00	09/29/2023	
RHINEHART OIL CO., LLC	IN-685965-23	PARKS - GAS/DIESEL	09/15/2023	142.67	142.67	09/29/2023	
RHINEHART OIL CO., LLC	IN-697832-23	PARKS - GAS/DIESEL	09/22/2023	130.77	.00		
<b>Total PARKS:</b>				<b>5,506.99</b>	<b>3,968.37</b>		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
XCEL ENERGY	SEP 2023 BILL	POOL LIGHTS	09/01/2023	750.99	.00		
Total POOL:				750.99	.00		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
GUSTAVO ORTIZ	TP-09-2023	JANITORIAL SERVICES	09/18/2023	1,340.00	1,340.00	09/29/2023	
XCEL ENERGY	SEP 2023 BILL	FACILITIES LIGHTS	09/01/2023	172.24	.00		
XCEL ENERGY	SEP 2023 BILL	711 IOWA - GYM	09/01/2023	1,873.60	.00		
XCEL ENERGY	SEP 2023 BILL	120 W 8TH - COMMUNITY CENT	09/01/2023	76.85	.00		
AIRSTREAM PLUMBING & HEAT	I4365687	FACILITIES - RESTROOM TOILE	09/20/2023	698.00	698.00	09/29/2023	
ALPINE BANK CC	BC 3152 SEP 2	FACILITIES - 5203 - SUPPLIES	09/18/2023	81.98	.00		
ALPINE BANK CC	BC 3152 SEP 2	FACILITIES - 5203 - SUPPLIES	09/18/2023	722.17	.00		
ALPINE BANK CC	MARCB 5627	FACILITIES - 5203 - SUPPLIES	09/18/2023	9.68	.00		
ALPINE BANK CC	TWARD 0381	FACILITIES - 5203 - MOTION AC	09/18/2023	29.98	.00		
IMPERIAL BAG & PAPER CO LL	4696387	FACILITIES - CLEANING SUPPLI	09/27/2023	209.80	209.80	09/29/2023	
HONK-KEY LOCK & SAFE LLC	I521788	FACILITIES - KEYS	09/22/2023	153.00	153.00	09/29/2023	
DARE-CASE CONTRACTING SE	2206-016	FACILITIES - REP & MAINT - GY	09/15/2023	637.00	.00		
DARE-CASE CONTRACTING SE	2206-019	FACILITIES - PAINT FOR FD	09/27/2023	1,279.00	.00		
DANIEL LEE AMENT	1081	FACILITIES - GYM REMODEL - P	09/26/2023	2,800.00	2,800.00	09/29/2023	
Total FACILITIES:				10,083.30	5,200.80		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0165980	CAPITAL PROJECTS - OLD HS -	09/14/2023	3,523.00	.00		
J-U-B ENGINEERS	0165980	CAPITAL PROJECTS - SEWER S	09/14/2023	114.50	.00		
J-U-B ENGINEERS	0165980	CAPITAL PROJECTS - TROYER	09/14/2023	2,264.00	.00		
COLUMN SOFTWARE, PBC	4E284DA7-016	PUBLIC NOTICE - DARE-CASE	09/25/2023	29.24	29.24	09/29/2023	
STOLFUS & ASSOCIATES, INC	4000.049.01-1	CAPITAL PROJECTS - HWY 6 SI	09/20/2023	1,760.18	1,760.18	09/29/2023	
DARE-CASE CONTRACTING SE	2206-COR8	CAPITAL PROJECTS - 711 IOWA	08/09/2023	1,200.00	.00		
Total :				8,890.92	1,789.42		
Grand Totals:				132,008.04	33,580.22		

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

Date: 10.03.2023

Town Manager: *J. Hawkinson*  
(Administrative Review and Approval for Payment)

Date: 10.5.2023

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 = 09/22/2023-10/03/2023



**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
September 26, 2023**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 7:00 pm by Mayor Greg Mikolai with Trustees present: Thea Chase, Jamie Somerville, Stan Harbaugh, Bill Carlson, and Nicole Maxwell. Absent was Mayor Pro-Tem Ellen Turner. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Parks, Recreation, Events & Facilities Director Troy Ward, and Police Chief Jesse Stanford.

**AGENDA ADOPTION**

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

A voice vote was requested.  
Motion carried unanimously.

**PRESENTATIONS**

Parks, Recreation, Events & Facilities Director Troy Ward and Police Chief Jesse Stanford accepted a \$9,736.00 donation to the Palisade Fire and Police Departments from Ben Snyder, the Executive Director of the Greater Grand Junction Sports Commission. The funds were earned from the Just Peachy 5K run held during the Palisade Peach Festival.

**TOWN MANAGER REPORT**

Town Manager Hawkinson reviewed a list of all of the projects completed for the Town of Palisade in the last few years.

**CONSENT AGENDA**

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

- **Expenditures**  
Approval of Bills from Various Town Funds – September 8, 2023 – September 21, 2023
- **Minutes**  
Minutes from the September 12, 2023, Regular Board of Trustees Meeting

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

A roll call vote was requested.

**Yes:** Mayor Mikolai, Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Trustee Somerville, Trustee Carlson

**No:**

**Absent:** Mayor Pro-Tem Turner

Motion carried.

### **NEW BUSINESS**

#### ***Tourism Advisory Board (TAB) Appointment***

Town Manager Hawkinson reviewed the staff report, clarifying that the Tourism Advisory Board is recommending Brooke McElley to be appointed as she just interviewed with the Board of Trustees at the last appointment and would be a great advisor to TAB.

**Motion #3** by Trustee Chase, seconded by Trustee Maxwell, to appoint Brooke McElley to the Tourism Advisory Board for a two-year term.

A roll call vote was requested.

**Yes:** Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Trustee Somerville, Trustee Carlson, Mayor Mikolai

**No:**

**Absent:** Mayor Pro-Tem Turner

Motion carried.

### **PUBLIC COMMENT**

Lynnette Summy 3857 Puerta Vista Court approached the Board to speak in favor of the proposed solar farm project in unincorporated Mesa County currently being considered by the Mesa County Planning Commission and the Mesa County Commissioners.

David Tallbott 3782 F ¼ Road, Rhiannon Lawson 555 38 Road, Carol Hawkins 611 Sobre El Rio Drive, Jennifer Zadrozny 315 33 ¾ Road, Chris Murphy 601 39 Road, Janis Berino 3854 Montana Vista Court, Ted Guntle 577 39 Road, Naomi Smith 3734 F ¼ Road, Charlayne Hieginson 2773 Unawep Avenue, and Don Almond 1691 Snow Eagle Court, all spoke in opposition to the proposed solar farm project in unincorporated Mesa County currently being considered by the Mesa County Planning Commission and the Mesa County Commissioners, and asked the Board of Trustees to write a letter to the Mesa County Commissioners opposing the project.

### **COMMITTEE REPORTS**

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

### **ADJOURNMENT**

**Motion #5** by Trustee Somerville, seconded by Trustee Chase, to adjourn the meeting at 6:42 pm.

A voice vote was requested.

Motion carried unanimously.

### **WORK SESSION**

A work session of the Board of Trustees for the Town of Palisade began at 6:42 pm to discuss the proposed solar farm project in unincorporated Mesa County currently being considered by the Mesa County Planning Commission and the Mesa County Commissioners as well as the 2024

Town of Palisade budget. Present were Mayor Greg Mikolai, Trustees Thea Chase, Jamie Somerville, Stan Harbaugh, Bill Carlson, and Nicole Maxwell. Absent was Mayor Pro-Tem Ellen Turner. Also in attendance were Town Manager Janet Hawkinson and Town Clerk Keli Frasier.

X

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Greg Mikolai  
Mayor

X

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Keli Frasier  
Town Clerk



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

**Meeting Date:**           **October 10, 2023**

**Presented By:**           **Consent Agenda**  
**James S. Neu, Town Attorney**

**Department:**           **Administration**

**Re:**                       **Easement Agreement with TransColorado GasTransmission Company**

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**SUBJECT:**

Renewal of the Easement Agreement with TransColorado GasTransmission Company

**SUMMARY:**

In 1998, the Town entered into an Easement Agreement with TransColorado Gas Transmission Company ("TransColorado") for an easement across property owned by the Town on the Grand Mesa. That Easement is enclosed and had a term of 25 years that commenced on February 15, 1999, when the gas line was put into service, which Term expires in 2024. The Town was compensated \$50,000 in 1998 for the initial Term of the Easement.

TransColorado has the ability to extend the Term for additional 25-year terms in perpetuity at its sole option. The only issue is compensation for additional Terms. TransColorado initially offered \$56,250 for this renewed Term, and we negotiated it up to \$72,000.

It is rare to have easements of this nature with vital and expensive infrastructure not be in perpetuity, but instead on a renewable term such as this Easement. The benefit for the Town is it receives additional compensation every 25 years. We believe the renewed offer of \$72,000 is fair. TransColorado Will make this payment in early 2024 since that is when the new Term will commence.

**BOARD DIRECTION:**

Approve the Easement Agreement with TransColorado GasTransmission Company





TransColorado Gas  
Transmission Company LLC  
a Kinder Morgan company

August 21, 2023

Town of Palisade Attorney  
Attn: Jim Neu  
175 E. 3<sup>rd</sup> Street  
VIA EMAIL TO: [jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

RE: Easement Agreement dated May 26, 1998  
Notice of Intent to Exercise Option to Extend Term

To Whom It May Concern:

Please find enclosed a copy of the subject Agreement. Per the terms of the Agreement, TransColorado Gas Transmission Company LLC ("TransColorado") hereby gives notice to the Town of Palisade of its intent to extend the subject Easement Agreement for another twenty-five year term.

The initial term of the right-of-way is twenty-five years from the date the facilities (pipeline) are placed in service. The pipeline was in service as of February 15, 1999. Therefore, the initial term expires on February 15, 2024.

Per the Agreement, TransColorado paid the Town of Palisade \$50,000.00 for the initial term of the easement. TransColorado hereby offers the Town of Palisade \$72,000.00 for another twenty-five year easement term. Thank you for your attention to this matter.

Sincerely,

Chandler Marechal  
Sr. ROW Agent  
[chandler\\_marechal@kindermorgan.com](mailto:chandler_marechal@kindermorgan.com)  
970-882-5536

## EASEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into the 26<sup>th</sup> day of May, 1998, by and between the Town of Palisade, a Colorado statutory town, referred to as the "Town," and TransColorado Gas Transmission Company, a general partnership existing under the laws of the state of Colorado, referred to as "TransColorado." The Town and TransColorado may be referred to collectively as the "Parties" and singularly as a "Party."

### RECITALS

A. The Town owns real property located generally on the Northwestern flank of the Grand Mesa in the County of Mesa, State of Colorado, hereinafter referred to as the "Town Property." The Town Property is the source of decreed surface, ground water, and storage rights that provide the municipal drinking water supply for the Town of Palisade. The Town Property is located within the Grand Mesa Slopes Special Management Area.

B. The Town has decreed points of diversion and storage for its municipal water rights without the boundaries of the Town Property. Kruzen Springs Nos. 1, 2, and 3, located in Sink Creek basin adjacent to Cottonwood Creek Basin, on property owned by the City of Grand Junction ("City"), provide a significant source of the Town's municipal drinking water supply. The Town and the City have entered into a joint resolution which requires that the Town and the City negotiate jointly with TransColorado on right-of-way issues for TransColorado's proposed natural gas transmission pipeline project (the "Project").

C. The Parties desire to provide for the conveyance of a non-exclusive easement and temporary use access ("right-of-way" or "easement") required for the Project pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the terms, covenants, conditions, restrictions, duties and obligations contained herein, the Parties agree as follows:

1. Grant. The Town hereby conveys and grants, by quitclaim, to TransColorado a right-of-way over, under and across the Town Property, and TransColorado accepts such conveyance and grant subject to the terms of this Agreement. The right-of-way is described on Exhibit "A", which is attached to and by this reference forms a part of this Agreement.

2. Term. The initial term of this right-of-way grant shall be twenty-five (25) years from the date the facilities which are identified in paragraph 4.1 of this Agreement are placed in service.

3. Options to Extend Grant.

3.1 TransColorado shall be entitled to exercise successive extensions of this conveyance and grant, and the Town hereby grants such right, for additional twenty-five (25) year periods ("later terms"). If the grant is extended for later term(s), each such later term(s) shall be

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

upon the same terms and conditions of this Agreement, except as provided in paragraph 5, below. In order to exercise TransColorado's option for each such later term(s), TransColorado shall give written notice to the Town of TransColorado's desire and intention to exercise TransColorado's option to extend no sooner than one (1) year and not less than six (6) months prior to the expiration of the initial term.

4. TransColorado's Use and Occupancy of the Right-of-Way

4.1 TransColorado's use and occupancy of the Right-of-Way shall be limited to the sole purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, relocating and removing a varying (22 to 24 inches I.D.) pipeline (with valves, meters, fittings, appliances, and related facilities)(the "facilities"), as approved by its certificate of public convenience and necessity issued on June 3, 1994, by the Federal Energy Regulatory Commission in Docket No. CP90-1777, as amended September 30, 1996, for the transportation of natural gas and associated liquids and gases and for no other use or purpose, over and through the right-of-way.

4.2 Prior to the start of construction within the right-of-way, the Town, TransColorado and TransColorado's contractor and agents involved with construction and/or surface disturbing activities shall conduct a preconstruction conference to review the stipulations and provisions of and provide for compliance with this Agreement, and the Plan of Development which is identified in Section 19 of this Agreement, and referred to as the "POD."

4.3 TransColorado shall at all times maintain the facilities in good and safe condition and in a manner that complies with this Agreement and all applicable federal requirements. TransColorado shall provide notice to the Town no less than 72 hours prior to the anticipated start of any surface disturbing activities within the right-of-way. No prior notice is required in an emergency.

4.4 TransColorado agrees to construct the Project in strict conformity with the POD. Any deviation, relocation, additional construction or use that is not in accord with the POD or this Agreement shall not be initiated without prior written approval of the Town.

5. Compensation. TransColorado agrees to compensate the Town for its costs, subject to audit and not to exceed Thirty Five Thousand Dollars (\$35,000.00), to have a Town inspector available during construction and reclamation when required by TransColorado. In addition, TransColorado agrees to pay for the right-of-way the lawful sum of Fifty Thousand Dollars (\$50,000.00). Such payment shall be made to the Town's Finance Director prior to the start of construction. In addition, TransColorado shall pay fair market value for each of the later terms. If the parties are unable to agree on the fair market value, either party may initiate an action in a court of competent jurisdiction to determine fair market value.

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

6. General Indemnification.

6.1 TransColorado hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the Town, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs (except those caused by the Town's negligence or its willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from TransColorado's negligent or willful act or failure to act pursuant to this Agreement.

6.2 Inspection or acceptance by the Town of work performed by TransColorado at the time of completion of construction shall not be grounds for avoidance of the indemnification provided in paragraph 6.1 of this Agreement. The indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised by TransColorado prior to the culmination of any litigation or the institution of any litigation.

6.3 The provisions of this Section shall survive the expiration or termination of this Agreement.

7. Construction and Completion Bond. In connection with the Permit issued August 15, 1997, by the Town, granting TransColorado access to the Town Property for the purpose of preparing the POD and completing detailed engineering design, TransColorado deposited with the Town's Finance Director the sum of One Hundred Thousand Dollars (\$100,000.00) to be placed by him in a fund to be designated the "Performance Fund," to correct any damage caused by or resulting from the acts or omissions of TransColorado, its agents and employees. The Parties agree that no such damage occurred, and that in accordance with the terms of paragraph 8(a) of the Permit, the Town would have returned the deposit plus interest to TransColorado on July 30, 1998. Notwithstanding the permit requirement, the Parties agree to continue the Performance Fund to a date not less than three (3) years nor more than five (5) years following construction in the Right-of-Way to guarantee reclamation of the Right-of-Way in accordance with all applicable terms of the POD. The Town may, after thirty (30) days following the mailing of written notice to TransColorado, provided TransColorado has not taken adequate steps to correct the deficiencies stated in the notice, make expenditures from the Performance Fund to complete such reclamation. Upon the release by the Town of TransColorado's reclamation obligation, or five (5) years following the completion of the construction, whichever first occurs, any remaining monies shall be returned to TransColorado, plus any interest which has accrued on the monies in the Performance Fund at the rate earned on the Town's investments of the Town's other long-term monies.

8. Public Access. As a part of construction, TransColorado will use reasonable efforts to make the easement inaccessible to the general public, and will comply with the provisions of section 1.2.1, Specific Road Improvements, of the Grand Mesa Slopes Plan of the POD, as finally adopted.

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

9. Access Easement.

9.1 During the construction and restoration phases of the Project, TransColorado will be allowed to access the right-of-way with workers and equipment through the Town Property by way of Cottonwood Creek Road and Rapid Creek Road. TransColorado's use of Cottonwood Creek Road and Rapid Creek Road shall be subject to all the requirements of section 1.2.1, Specific Road Improvements, of the Grand Mesa Slopes Plan of the POD, as finally adopted.

9.2 Following completion of the construction and restoration phases and during the operation and maintenance phase of the Project, ingress and egress to and from the right-of-way shall be limited and restricted to that required to inspect, maintain and repair the facilities installed on and in the right-of-way as required by the federal Pipeline Safety Act and TransColorado's operations requirements.

9.3 The Town may access the Town Property for its needs along, over and through the right-of-way; provided, however, prior to any excavation near the facilities, the Town shall comply with the requirements of section 9-1.5-101, *et seq.*, C.R.S. (1997).

10. Town's Development/Use of Town Water. TransColorado agrees to bear the costs required to relocate or make accommodations for any Town water conveyance systems which now exist, and as to Town water conveyance systems which are built in the future, TransColorado shall pay the reasonable incremental additional costs to construct any such Town systems or improvement as a result of the construction maintenance and/or repair of the Project.

11. Notice of Release. TransColorado shall promptly notify the Town in the event of any release of any hazardous substance on the Town Property.

12. Default. Should TransColorado: (a) default in the performance of this Agreement including the POD and any such default continue for a period of ninety (90) days after written notice thereof is given by the Town to TransColorado; or (b) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed; and (c) fail to timely cure such default, weather permitting, the Town, at the Town's option, may file an action to cancel and annul this Agreement and obtain an order from a court of competent jurisdiction to enter and take possession of the right-of-way. This Agreement shall terminate upon such occupation except paragraphs 6.1, 6.2 and 6.3. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the Town may have against TransColorado, including, but not limited to, the right of the Town to obtain injunctive relief. If the Town succeeds in any such effort, TransColorado shall pay the Town's reasonable attorneys' fees.

13. Assignment. TransColorado shall not assign or sublease this Agreement or the right-of-way, or any right or privilege connected therewith, or allow any other person, except officers, employees, agents and contractors of TransColorado, to occupy the right-of-way or any part thereof without first obtaining the written consent of the Town, which consent shall not be

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

unreasonably withheld. In the event of an assignment, TransColorado shall not be released from its obligations and duties under this Agreement unless the assignee is fully able to perform TransColorado's obligations hereunder, *i.e.*, by demonstration of financial responsibility, *e.g.*, by net worth or insurance. Any consent by the Town shall not be a consent to a subsequent assignment, sublease or occupation by any other party.

14. Termination/Abandonment of Right-of-Way.

14.1 Prior to termination of the right-of-way or abandonment of the pipeline, or any portion thereof, TransColorado will contact the Town to arrange for a pre-termination meeting and joint inspection of the right-of-way. This meeting and inspection will take place a minimum of thirty (30) days prior to termination. The meeting and inspection will be held so that an agreement on an acceptable termination and rehabilitation plan at TransColorado's sole cost and expense, can be reached. This plan will include TransColorado's obligation to include, but not be limited to, abandonment and/or removal of facilities, drainage structures and/or surface materials, recontouring, replacing of topsoil, seeding and monitoring. As used in this Section 14, the term "abandonment" means a cessation of use of the facilities for two (2) years.

14.2 The Parties acknowledge and agree that the best management practices for abandoning and/or deactivating TransColorado's facilities may not be known until such time that the Project life-cycle is near its end, and that abandonment/deactivation will likely involve an altered scope, varied time line or additional stakeholders when compared to the issues of the Project installation and operation.

15. TransColorado Acceptance Subject to Existing Conditions.

15.1 TransColorado has inspected the right-of-way and accepts the same in its present condition and location. TransColorado agrees that the condition of the right-of-way is sufficient for the purposes of TransColorado. The Town makes no warranties, promises or representations, express or implied, that the right-of-way is sufficient for the purposes of TransColorado. If the right-of-way is damaged due to fire, flood, or other casualty, or if the right-of-way is damaged or deteriorates to the extent where it is no longer functional for the purposes of TransColorado, the Town shall have no obligation to repair the right-of-way nor to otherwise make the right-of-way usable or occupiable, since such damages shall be at TransColorado's own risk.

15.2 The Town makes no representations or warranties regarding the presence or existence of any hazardous, toxic or regulated substances on, under or about the right-of-way, except to the extent that the Town states that it has not deposited or caused to be deposited on, under or about the right-of-way any hazardous, toxic or regulated substances.

16. Notices. All notices to be given with respect to this Agreement shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

To the Town:           Town of Palisade  
                              175 E. 3rd Street  
                              PO Box 128  
                              Palisade, Colorado 81526-0128  
                              Tel: 970-464-5602  
                              Fax: 970-464-5609

With copy to:          Town of Palisade  
                              Attn: Town Attorney  
                              660 White Avenue  
                              Grand Junction, Colorado 81501  
                              Tel: 970-242-7847  
                              Fax: 970-242-7849

To TransColorado:    KN Energy, Inc.  
                              Attn: Thomas E. Boita  
                              819 21 ½ Road  
                              Grand Junction, Colorado 81505  
                              Tel: (970) 255-7522  
                              Fax: (970) 255-7546

All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

17. Enforcement, Partial Invalidity, Governing Law.

17.1 The invalidity of any portion of this Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provisions.

17.2 This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

18. Total Agreement; Applicable to Successors. This Agreement contains the entire agreement between the Parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the Parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both Parties.

EASEMENT AGREEMENT  
TOWN OF PALISADE / TRANSCOLORADO

19. Documents which govern the Project and the conduct of the Parties and which are incorporated in this Agreement by this reference, are:

- 1992 Final EIS
- 1992 ROD
- 1994 FERC Certificate
- 1998 Final Supplement to the EIS
- 1998 Palisade Water Permit
- 1998 Plan of Development
- 1998 Record of Decision

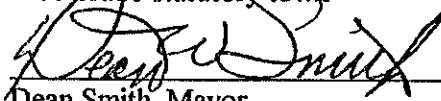
The foregoing documents, along with any documents referred to or incorporated, together constitute the POD.

IN WITNESS WHEREOF the Parties hereto have each executed and entered into this Easement Agreement as of the day and year first above written.

Attest:

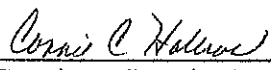
  
\_\_\_\_\_  
Vivian Touve, Town Clerk

THE TOWN OF PALISADE,  
a Colorado statutory town

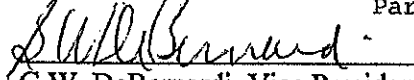
  
\_\_\_\_\_  
Dean Smith, Mayor

TRANSCOLORADO GAS  
TRANSMISSION COMPANY,  
a Colorado general partnership

Attest:

  
\_\_\_\_\_  
Connie Holbrook, Secretary

BY: QUESTAR TRANSCOLORADO, INC.  
Partner

  
\_\_\_\_\_  
G.W. DeBernardi, Vice President  
Technical Support

RTZ  
TRB

Attachments:

Exhibit "A": Legal Descriptions



Exhibit A  
to the  
Easement Agreement  
between  
Town of Palisade (the "Town" )  
and  
TransColorado Gas Transmission Company (" TransColorado" )  
  
(Legal Description)

STRIP #1

A strip of land situated in the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  Section 8, Township 11 South, Range 97 West, 6th Principal Meridian, Mesa County, Colorado, the centerline of which is described as follows:

Beginning at a point on the North line of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 8, Township 11 South, Range 97 West, 6th Principal Meridian, whence the Northwest corner of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  said Section 8 bears S. 89°56'04" W., 18.23 feet, monumented with a 3-1/4" aluminum cap set by LS 28662, thence S. 19°35'56" W., 54.61 feet, more or less, to the West line of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  said Section 8.

STRIP #2

A strip of land situated in the SW $\frac{1}{4}$  of Section 8, NW $\frac{1}{4}$  of Section 17 and the E $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 18, Township 11 South, Range 97 West, 6th Principal Meridian, Mesa County, Colorado, the centerline of which is described as follows:

Beginning at a point on the North line of the SW $\frac{1}{4}$  of Section 8, Township 11 South, Range 97 West, 6th Principal Meridian, whence the Center  $\frac{1}{4}$  corner of said Section 8 bears

N. 89°58'18" E., 205.04 feet, monumented with a 3 1/4" aluminum cap set by LS 28662,

THENCE: S. 05°57'37" W., 121.49 feet distance;  
THENCE: S. 20°47'19" W., 366.90 feet distance;  
THENCE: S. 44°02'45" W., 423.41 feet distance;  
THENCE: S. 39°59'10" W., 267.24 feet distance;  
THENCE: S. 67°35'45" E., 299.24 feet distance;  
THENCE: S. 85°44'21" E., 163.13 feet distance;  
THENCE: S. 61°20'34" E., 96.05 feet distance;  
THENCE: S. 31°53'20" E., 171.54 feet distance;

THENCE: S. 14°05'57" W., 364.78 feet distance;  
THENCE: S. 32°22'53" W., 313.94 feet distance;  
THENCE: S. 29°46'35" W., 319.16 feet distance;  
THENCE: S. 48°46'50" W., 80.43 feet distance;  
THENCE: S. 18°20'48" W., 213.74 feet distance;  
THENCE: S. 53°31'27" W., 360.26 feet distance;  
THENCE: S. 60°56'24" W., 252.92 feet distance;  
THENCE: S. 50°01'22" W., 227.33 feet distance;  
THENCE: N. 86°04'02" W., 62.92 feet distance;  
THENCE: S. 81°23'49" W., 237.12 feet distance;  
THENCE: S. 49°11'03" W., 101.08 feet distance;  
THENCE: S. 42°06'24" W., 186.60 feet distance;  
THENCE: S. 61°01'09" W., 165.20 feet distance;  
THENCE: S. 48°29'04" W., 327.39 feet distance;  
THENCE: S. 4°43'45" W., 235.61 feet distance;  
THENCE: S. 29°24'51" W., 347.84 feet distance;  
THENCE: N. 74°58'49" W., 570.28 feet distance;  
THENCE: S. 63°18'00" W., 191.87 feet distance;  
THENCE: S. 46°59'48" W., 655.16 feet distance;  
THENCE: S. 87°36'09" W., 230.92 feet distance;  
THENCE: S. 50°00'15" W., 46.27 feet distance;  
more or less, to the West line of the E½ NE¼ of said Section  
18.

STRIP #3

A strip of land situated in the S½ NE¼ and N½ SE¼ of Section  
19, Township 11 South, Range 97 West, 6th Principal Meridian,  
Mesa County, Colorado, the centerline of which is described  
as follows:

Beginning at a point on the North line of the S½ NE¼ of  
Section 19, Township 11 South, Range 97 West, 6th Principal  
Meridian, whence the Center North 1/16 Corner bears  
N. 89°50'16" W., 94.20 feet;

THENCE: S. 38°42'19" W., 49.60 feet distance;  
THENCE: S. 19°34'27" W., 40.00 feet distance;  
THENCE: S. 0°09'10" E., 1268.35 feet distance;  
THENCE: S. 0°04'10" E., 16.48 feet distance;  
THENCE: S. 39°32'54" E., 909.60 feet distance;  
THENCE: S. 5°18'03" W., 578.55 feet distance;  
more or less, to the South line of the N½ SE¼ of said Section  
19.

The total length of the gas pipeline right-of-way across the Town of Palisade lands is 10,317.01 feet or 625.27 rods or 1.954 miles, more or less.

The above description was prepared by Earnest E. Schaaf, Colorado Professional Land Surveyor No. 12457 from the results of an actual field survey and plat, as prepared for TransColorado Gas Transmission Company.

All bearings reported herein were determined using GPS (Trimble 4000 ssi receivers) to establish true North.

The permanent easement herein granted shall be fifty foot (50.0') in width, being twenty-five (25.0') on each side of the centerline described above, and in addition, GRANTEE shall have the right to use: i) an additional temporary work space during construction, maintenance, repair, replacement and removal of the facilities, which shall be an additional twenty-five feet (25.0') along the permanent easement; ii) as specifically described in the 1998 Plan of Development, the right to use an additional work space of one hundred feet by one hundred fifty feet (100.0' x 150.0') along the permanent easement at the crossing of roads, railroads, streams, terraces and uneven terrain, and; iii) if the consent of the Town is obtained in advance, which shall not be unreasonably withheld, additional temporary work space adjacent and along the permanent easement as may be reasonably necessary to safely construct the facilities in extended areas and distances of uneven terrain.

Exhibit A  
to the  
Easement Agreement  
between  
Town of Palisade (the "Town")  
and  
TransColorado Gas Transmission Company ("TransColorado")  
  
(Legal Description)

STRIP #1

A strip of land situated in the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  Section 8, Township 1 South, Range 97 West, 6th Principal Meridian, Mesa County, Colorado, the centerline of which is described as follows:

Beginning at a point on the North line of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 8, Township 1 South, Range 97 West, 6th Principal Meridian, whence the Northwest corner of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  said Section 8 bears S. 89°56'04" W., 18.23 feet, monumented with a 3-1/4" aluminum cap set by LS 28662, thence S. 19°35'56" W., 54.61 feet, more or less, to the West line of the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  said Section 8.

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Return to:  
TransColorado Gas Transmission Co.  
3600 N. Townsend  
Montrose, CO 81401

Memorandum of Amendment  
of to  
Easement Agreement      **BOOK 2487    PAGE 897**

The Town of Palisade (the "Town") and TransColorado Gas Transmission Company ("TransColorado") have the 27<sup>th</sup> day of May, 1998, entered into an Easement Agreement for the following described property, to wit:

STRIP #1

A strip of land situated in the S $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  Section 8, Township 11 South, Range 97 West, 6th Principal Meridian, Mesa County, Colorado, the centerline of which is described as follows:

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Easement Agreement to be executed on the date first above written by their duly authorized representatives *which is an amendment to the legal descriptions, but in no other way replaces or amends the original agreement.*

ATTEST:

THE TOWN OF PALISADE,  
A Colorado statutory town



*[Signature]*  
Town Clerk

BY: *[Signature]*  
Dean Smith, Mayor

ATTEST:

TRANSCOLORADO GAS  
TRANSMISSION COMPANY  
By Questar TransColorado, Inc.,  
partner

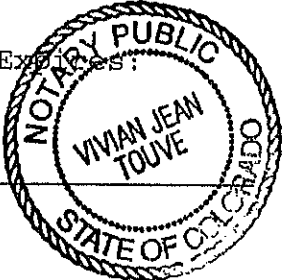
Connie C. Holbrook  
Connie C. Holbrook  
Secretary

BY: G. W. DeBernardi  
G. W. DeBernardi  
Vice President Technical  
Support

STATE OF COLORADO )  
                                  ) ss  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this  
26<sup>th</sup> Day of August, 1998, by Dean Smith as Mayor of the Town of  
Palisade.

My Commission Expires:  
4-17-02



Vivian Jean Touve  
Notary Public

STATE OF UTAH )  
                                  ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this  
31<sup>st</sup> Day of August, 1998, by G. W. DeBernardi as Vice President  
of Questar TransColorado, Inc., a partner of TransColorado Gas  
Transmission Company.

My Commission Expires:  
10-1-98

Timothy R. Blackham  
Notary Public

