



## **BOARD OF TRUSTEES MEETING**

**Thursday, May 11, 2023 at 6:00 PM**

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

**\* LIVE STREAM available at Town website \***

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### **LOCAL LICENSING AUTHORITY**

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#### **Call to Order**

1. Transfer Liquor License (Sassafras and Maple Restaurant Hospitality Ltd) dba Bella Panini

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### **AGENDA**

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*This agenda is subject to revision 24 hours prior to commencement of the meeting.*

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Consent Agenda**

*Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.*

2. Minutes from April 27, 2023 Meeting

#### **Staff/Department Reports**

- [3.](#) Water
- [4.](#) Public Works including Roads & Park Maintenance
- [5.](#) Police
- [6.](#) Fire
- [7.](#) Administration
8. Attorney
9. Administrator/Clerk

**Business Items**

- [10.](#) Resolution 36-2023 to Approve Residential Well Agreement, 814 Meadow (ERock)
- [11.](#) Resolution 37-2023 to Approve Residential Well Agreement, 824 Meadow (ERock)
- [12.](#) Resolution 38-2023 to Approve Residential Well Agreement, 826 Meadow (ERock)
- [13.](#) Resolution 39-2023 to Approve Residential Well Agreement, 828 Meadow (ERock)
- [14.](#) Resolution 40-2023 to Accept Quote and Authorize Service Agreement for Roadway Improvement
- [15.](#) Consider Endorsement to Nominate Mayor Havenar for CML Executive Board Position
- [16.](#) Direction on Water System Improvement Projects as Presented by GMS, PER for the Town Water System
- [17.](#) Direction for Water Analysis Study RE: Capital Improvement
- [18.](#) Direction on Drainage Improvement as Presented by GMS in the High Street Study
- [19.](#) Review / Direction for Concept Submittals for the Elephant Rock Property

**Public Comment**

*Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (48 hour prior to meeting) and shall be announced, distributed, and addressed at the meeting. Otherwise, please step to the microphone, state your name and address for the record and address the Board on matters not on the agenda. Please note that the Board will not take action on your concern but may refer it to staff and/or to a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

**Board Reports****Next Meeting (May 25) and Future Items****Convene to Executive Session**

*For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – lease terms for ER property; possible annexation (Ben Lomand).*

**Reconvene to Open Session****Adjourn**

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**Americans with Disabilities Act**

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Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.

Sassafras and Maple Restaurant Hospitality Ltd  
d/b/a Bella Panini

SUMMARY OF APPLICATION MATERIALS  
Hotel and Restaurant Liquor License Application

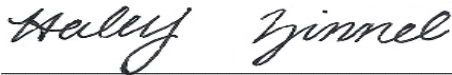
- Applicant: Imran Cooper
  - The entity known as Bella Panini is transferring their liquor license to the entity, Sassafras and Maple Restaurant Hospitality Ltd.
  - The entity was purchased by Imran Cooper as the sole member/officer.
- Applicant Eligibility: The applicant, does not have any disqualifying criteria shown on the application.
  - Managers: The entity is operated and the license managed by Imran Cooper, the corporate member, and there is no need for Managers.
  - The entity known as Sassafras and Maple Restaurant Hospitality Ltd is in good standing and all filings are complete as filed with the Colorado Secretary of State.
  - The corporation will continue to conduct business as Bella Panini.
- Criminal History: Individual history form was completed and there is no criminal history found for Imran Cooper. Fingerprinting for the member is in process to be submitted to CBI.
- License Type: The applicant is applying for the Hotel and Restaurant class liquor license. This license class allows service of malt, vinous, and spirituous liquors, often referred to as “full alcohol.” The applicant is eligible to apply for this class of license.
- Premises: The proposed premises is the building located at 4 CO-105 in Palmer Lake, CO. The entirety of the building, and its outdoor sitting.
  - The property is possessed through a lease agreement between Pyxis Properties and Sassafras and Maple Restaurant Hospitality Ltd. This lease was enacted on May 01, 2023, and is effective for a minimum of five years.
- Concurrent Review: There is no concurrent review with the State Liquor Enforcement Division; changes will be reviewed by LED with local approval.

# AFFIDAVIT OF PUBLICATION

STATE OF COLORADO  
COUNTY OF El Paso

I, Haley Zinnel, being first duly sworn, deposes and says that he is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 05/03/2023**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Haley Zinnel  
Sales Center Agent

Subscribed and sworn to me this 05/03/2023, at said City of Colorado Springs, El Paso County, Colorado.

My commission expires June 23, 2026.



Karen Hogan  
Notary Public  
The Gazette

**KAREN HOGAN**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20224024441  
MY COMMISSION EXPIRES 06/23/2026

Document Authentication Number  
20224024441-275159

## PUBLIC NOTICE

### NOTICE OF HEARING TOWN OF PALMER LAKE

The Town of Palmer Lake will hold a hearing for the purpose of determining a transfer of a liquor license application as follows:

**Applicant:** Sassafras and Maple Restaurant Hospitality Ltd dba Bella Panini  
**Address:** 4 County Hwy 105, Palmer Lake, CO 80133  
**License:** Hotel and Restaurant serving malt, vinous, and spiritous liquor  
**Hearing:** Palmer Lake Town Hall, 28 Valley Crescent, Palmer Lake at 6:00 pm on May 11, 2023

Comments may be submitted to the Deputy Town Clerk at [julia@palmer-lake.org](mailto:julia@palmer-lake.org) or hand deliver to the Town office at 42 Valley Crescent, Palmer Lake, CO 80133.

/s/Dawn A. Collins,  
Town Clerk

Published in the Tri-Lakes Tribune May 3, 2023.

**Town of Palmer Lake Monthly Water Usage**

**Month  
Year      April  
                 2023**

	<b>Gallons</b>	<b>Acre Ft</b>
<b>Surface Water</b>	<b>3,425,000</b>	<b>10.51</b>
<b>Well A2</b>	<b>0</b>	<b>4.28</b>
<b>Well D2</b>	<b>615,000</b>	<b>1.89</b>
<b>Total</b>	<b>4,040,000</b>	<b>12.4</b>
<b>Avg. Gal/Day</b>	<b>135,000</b>	<b>0.41</b>

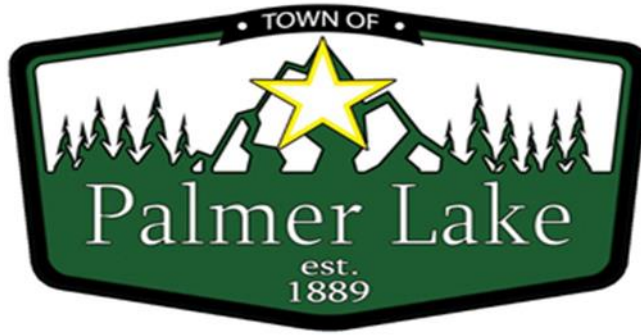
**Release To Lake 8.27 AF Max Allowed = 8.4 AF / Month**  
**Release Glen Park Evaporation 0 AF**  
**Water system 0 AF**

**Total      0 AF**



### Board of Trustees Summary Sheet

	<b>APRIL 2023</b>
Title	<b>Public Works Department Report</b>
Date	BOT 5/11/2023
Contact	Jason Dosch
Summary	<p>Graded roads          Patched Potholes          Snow plowed and sanded ROWs, Town parking lots and cleared sidewalks around Town Hall and Library          Cut tree limbs from ROW          Replaced and repaired street signs          Performed routine maintenance on equipment and playground equipment          Emptied trash cans at Lake area          Performed playground inspections          Maintained area around the Town office and Town Hall          Set up and tear down seating and tables at Town Hall for meetings and events          Attended Parks Committee meetings          Attended Special event permit meetings          Attended TAC meeting at PPACG          Performed maintenance on parking kiosk at Trailhead parking lot          Directed Core Electric to proceed with new electricity at Ped Bridge area in Centennial Park          Hired GMS Eng for design of Circle Rd and Circle Dr (for construction in summer of 2024)          Received bids for Westward Ln and Hillview Rd road improvement work this summer          Received bids for repave of Spring St and part of Greeley Blvd          Placed landscaping rocks at Glen Park and around trailhead parking          Placed millings on Walnut Ave after new water line installation</p>
Training	LocalGovU and Safety
Other Activity	Working on design phase of Palmer Lake Elementary School Project



*Board of Trustees Summary Sheet*

	<b>March 2023</b>
Title	<b>PARKS Report</b>
Date	5/11/2023
Contact	Parks Commission
Summary of Volunteer Hours	<p>23.5 hr - Meetings</p> <p>1 hr - Walk the lake</p> <p>2 hrs - Spreadsheets</p> <p>4 hrs - Fourth of July preparations</p> <p>3 hrs - Knapweed</p> <p>2 hrs - Prioritizing list</p> <p>5 hrs - Lake &amp; E-rock multi-use field measuring &amp; quote revision</p> <p>6.5 hrs - Lake Ped Bridge landscaping measuring &amp; quotes</p> <p>7.5 hrs - Tennis court grant request</p> <p>4 hrs - CORE grant &amp; power pole, bridge lighting &amp; electric</p> <p>24.5 hrs - E-Rock parks concept work &amp; tours</p> <p>2.5 hrs - Projects &amp; POC list updating</p> <p>8 hrs - Meetings &amp; phone calls re parks not reg. Parks mtgs or workshops</p> <p>1 hr - Agendas &amp; minutes</p> <p>5 hrs - Winterfest data collection</p> <p>2 hrs - Lake use data collection for grants (for Cindy)</p> <p>2 hrs - Centennial Park project data collection &amp; measuring</p>


	<p>22 hrs - Proposed Park Property Field / measuring / tours / USAFA hours:</p> <p>6 hrs - Meetings with, Nick Erhardt, professional services, Park Commission members, Investors, volunteers</p> <p>18 hrs - Telephone conversations with Board, volunteers, Parks colleagues, professionals</p> <p>14 hrs - Driving to destinations; El Paso County Assessors office, El Paso County dog parks, Colorado State Parks and Wild Life, Printers, Museums</p> <p>38 hrs - Computer Emails</p> <p>12 hrs - Computer Map design with Adobe to Microsoft Edge:</p> <p>11 hrs - 6th, 13th, 27th Proposed Subcommittee meetings and preparation.</p> <p>10 hrs - 14th, 28th, Parks Workshops, Special Meeting and Regular meetings including prep</p> <p>3 hrs - 16th Historical Society Meeting, Excellent and informative of our Lake.</p> <p>6 hrs - 9th, 16th, 23rd, BOT meetings, BOT Retreat and workshops</p>
<p>Total Volunteer Time</p>	<p><b>Total = 243.5</b></p>
<p>Upcoming Activity</p>	<p>Service Day, Community Garage Sale, Ongoing Trail and Bridge Activity, Centennial Park Master Plan</p>





*Board of Trustees Summary Sheet*

<b>May 2023</b>	
Title	<b>Police April-May Report</b>
Action	N/A
Date	4/1-4/31/2023
Contact	J. Vanderpool
Summary	<p>In the Month of April 2023, the PLPD conducted 44 traffic stops and issued 37 citations (84% of stops resulted in citations, 16% warnings). 11 total case reports were filed.</p> <p>Officers of PLPD assisted the Colorado Springs and Monument police departments with the apprehension of an armed burglary suspect with felony warrants who had barricaded himself in a residence, causing a standoff. The suspect was taken into custody safely without injury to any person.</p> <p>Officers responded to a subject suffering a mental health episode and suffering from suicidal ideations and made an attempt on his own life. PLPD officers were able to safely transport the subject to a mental health facility and subsequently process an outstanding criminal warrant for his arrest.</p> <p>PLPD Officers responded to a traffic accident in which the driver determined to be at fault suffered serious bodily injury, including apparent fractures to her spine and neck. The driver was cited for careless driving, with excessive speed and distraction playing a major role.</p>

Training	PLPD is in the planning stages for combined response active shooter training, which will consist of several nearby agencies including Palmer Lake and Monument Police, as well as Palmer Lake and Monument (Tri Lakes) Fire Departments. Objectives will be to build upon previous year's training and implement the medical element into the LE response for a more dynamic and encompassing exercise.
Photographs	
Other Actions	Police Officers captured photographs of a mountain lion patrolling the area around Glen Park. (See attached). Notice and information on appropriately dealing with such animals will be posted on the PLPD Crimewatch and Facebook pages.
Active investigations	Palmer Lake PD officers Investigated two separate death scenes within the town and determined no foul play appears to be involved in either. Coroner reports for official declarations are pending.
Calls for service	Officers responded to 227 calls for service this month, or approximately 7.5 per day on average.

Code Enforcement	Code enforcement Officer Lamb was able to gain compliance and removal of a junkyard area within the Grandview Mobile Home Park. Additionally, preliminary actions/proceedings were taken to gain code compliance for a residence within the Elephant Rock Mobile Home Park in relation to building an apparent haphazard structure onto the existing trailer building. Finally, verbal warnings were issued to a resident who was scattering copious amounts of food within their yard in effort to feed local deer populations. Education of the resident as to the negative impacts this type of behavior may cause was the primary focus of the contact and will be monitored for any future violations.
S.T.E.P.	S.T.E.P. Town reservoir patrols are set to begin this month (May), with the increase in the frequency of good weather days. These shifts include Glen Park area kiosk parking enforcement, and all ordinances pertaining to the reservoirs and trail, ensuring all who enjoy the area do so in a safe and lawful manner.



*Board of Trustees Summary Sheet*

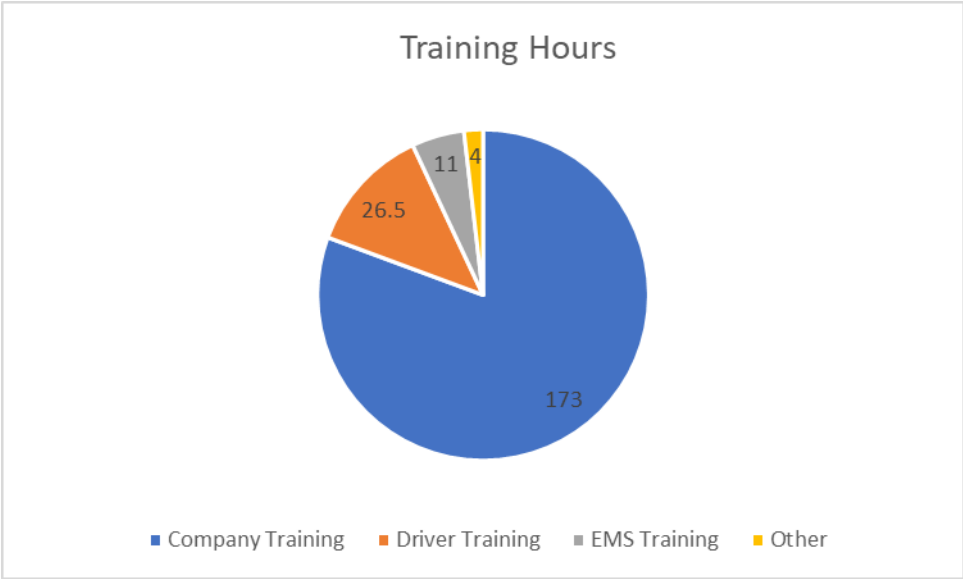
Title	<b>Fire Department Report - April 2023</b>
Date	May 11, 2023
Contact	John Vincent, Chief
Summary	<p>Vehicle radio installation and modifications continue.                  Successful training fire completed at Elephant Rock property.                  Deployed 1 ENGB(t) to the Gageby Fire in Las Animas.                  VHF Portables and Mobiles are in-service.                  Mobile Data Computers will be in-service May 2023.                  Community Wildfire Protection Plan (CWPP) being redone.</p>
Training	See Attachment
Photographs	See Attachment(s)
Other Action	
Code Enforcement	Fire Inspections and Pre-plans ongoing.







### April Training Hours



Company Training	173
Driver Training	26.5
EMS Training	11
Other	4
Total	214.5

# Palmer Lake Fire Department

Palmer Lake, CO

This report was generated on 5/8/2023 12:11:58 PM



Item 6.

## Incident Type Count per Station for Date Range

Start Date: 04/01/2023 | End Date: 04/30/2023

INCIDENT TYPE	# INCIDENTS
<b>Station: 20 - PALMER LAKE FIRE DEPARTMENT</b>	
100 - Fire, other	1
142 - Brush or brush-and-grass mixture fire	1
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	22
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	3
400 - Hazardous condition, other	1
440 - Electrical wiring/equipment problem, other	1
480 - Attempted burning, illegal action, other	1
531 - Smoke or odor removal	1
551 - Assist police or other governmental agency	1
600 - Good intent call, other	2
611 - Dispatched & cancelled en route	1
651 - Smoke scare, odor of smoke	3
711 - Municipal alarm system, malicious false alarm	1
733 - Smoke detector activation due to malfunction	1
<b># Incidents for 20 - Palmer Lake Fire Department:</b>	<b>42</b>

Only REVIEWED incidents included.







## Board of Trustees Summary Sheet

	<b>May 2023</b>																																						
Title	<b>Administration</b>																																						
Date	5/11/2023																																						
Contact	Admin personnel																																						
Kiosk Revenue	<p>April Collections for the Kiosk / Transactions: 796</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 4,218.80</td> <td style="width: 15%;">Gross Collections</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>\$ (238.80)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ (70.00)</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 3,910.00</td> <td>Net Collections - April</td> <td></td> <td></td> </tr> </table> <p>Collections 2023 YTD / YTD Transactions: 1,956</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 10,366.80</td> <td style="width: 15%;">Gross Collections</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>\$ (542.80)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ (324.00)</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 9,500.00</td> <td>Net Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ 866.80</td> <td>Total Fees 9%</td> <td></td> <td></td> </tr> </table>			\$ 4,218.80	Gross Collections			\$ (238.80)	Fees			\$ (70.00)	Monthly T2 Svc charge			\$ 3,910.00	Net Collections - April			\$ 10,366.80	Gross Collections			\$ (542.80)	Fees			\$ (324.00)	Monthly T2 Svc charge			\$ 9,500.00	Net Collections			\$ 866.80	Total Fees 9%		
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Contact Us (online)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Submitted Date</th> <th style="width: 25%;">First Name</th> <th style="width: 50%;">Subject</th> </tr> </thead> <tbody> <tr> <td>4/4/2023</td> <td>Alicia</td> <td>Zoning Question</td> </tr> <tr> <td>4/17/2023</td> <td>Sharon</td> <td>FCC License Expiration - 4/23/23 (call sign WPXK671)</td> </tr> <tr> <td>4/21/2023</td> <td>Sharon</td> <td>our Christmas Star</td> </tr> <tr> <td>4/25/2023</td> <td>Diane</td> <td>Lakeview Heights development</td> </tr> <tr> <td>4/27/2023</td> <td>Jordan</td> <td>Pavilion Rental</td> </tr> </tbody> </table>			Submitted Date	First Name	Subject	4/4/2023	Alicia	Zoning Question	4/17/2023	Sharon	FCC License Expiration - 4/23/23 (call sign WPXK671)	4/21/2023	Sharon	our Christmas Star	4/25/2023	Diane	Lakeview Heights development	4/27/2023	Jordan	Pavilion Rental																		
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Land Use permits issued	<p>APRIL 2023</p> <p>Type: Single Family; Qty: 0 Other; Qty: 3</p> <p>Total water taps issued: 1039</p>																																						

Business Licenses	<b>BUSINESS STATUS COUNTS</b>	2022	2023
		Apr	Apr
	Business Type	STR	other
	New	0	0
	Renewed	0	2
	Pending	0	0
	Closed	0	1
	Current Active (New/Renewed/Pending)	49	167
Total Active	216		

**SCHEDULED TO RENEW IN JUNE:**

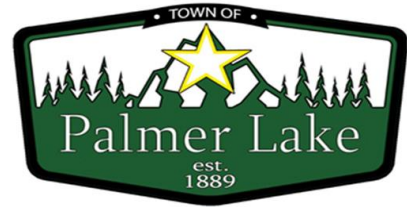
Alpine Essentials, LLC
Black Forest Bison Co.
Body Therapy
Border's Deck Care, Inc.
Carol Nolan dba Carol's Care
Chopware, Inc.
Edward D. Jones & Co., LP
Grace Construction Management Company, LLC
Hairapy Salon
International Stoneworks
Monumental Therapy Group, LLC
Palmer Lake Pub
Palmer Lake Rentals
Veterans Towing and Recovery

Water Billing	2022	# of Water Accounts	Water Gallons Sold
	Total YTD	1,015	87,118,100
	2023	# of Water Accounts	Water Gallons Sold
	Jan	1,013	9,514,500
	Feb	1,014	9,625,800
	Mar	1,016	8,698,800
	Apr	1,016	9,591,600
	Total YTD		37,430,700

2021	Total Accounts	Accounts Shut off
Aug - Dec	1000	5
2022	Total Accounts	Accounts Shut off
Total YTD	1010	11
2023	Total Accounts	Accounts Shut off
Jan	1010	0
Feb	1010	0
Mar	1011	0
Apr	1011	0

Grant Activity Updates	Dept	Grantor - Grant/Award Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
	Police	COPS Grant	BHCON-Mental Health co-responder with EPSO	\$284,798	0	Teresa submitted 5/7. 2-yr term.
	Parks	Mile High Youth Corps (not a grant)	build trails	\$8600/wk, up to 4 weeks	0	CJ to visit w/ Cindy in July. Submit by Sept.
	Parks	MLB Youth Development Foundation	install/upgrade? ballfield	\$500,000	\$50,000	Cindy submitted inquiry 1/29, should be reviewed w/in 60 days. Waiting to hear back from Little League and MLB?
	Roads	CDOT - Roads Maintenance Project	mill and overlay maintenance project on Spring St	\$200,000	0	Approved BY CDOT to do mill and overlay maintenance project. Awaiting BOT for construction quote.

Admin Activity	Ongoing data transition of the GP accounting program from Fromm and GP training with Knaster; set up town codes and 2024 budget
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**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Resolution to Approve Residential Well Agreements for ERock llc

The previous Board authorized ERock LLC to apply for residential well permits prior to the completed submittal of a land use application, approved on 10/13/2022, as follows:

*Consider Request to Issue Multiple Well Permits for Elephant Rock Acres, 5 Lots.*

*Discussion took place with Mr. Ehrhardt about the lots requiring drilling and his preference to conduct the drilling at one time prior to submitting land use applications to build homes. Staff explained supporting this request with a respective well agreement for each lot and noting payment to be made at the time of application for a building permit at the cost established by the master fee schedule. MOTION (Farr, Stuth) to approve the request as staff recommended. Roll call vote – aye 4; nay 0. Motion passed.*

Approval of the following four resolutions will allow the landowner to set residential wells prior to submittal of the required land use application for construction on these parcels.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 36-2023**

**A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH EROCK LLC FOR PARCEL LOCATED AT LOT 37, ELEPHANT ROCK SUBDIVISION, 814 MEADOW LANE, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over residential well agreements for the Town; and

**WHEREAS**, the Town is unable to provide water service to the parcel identified as Lot 37, Elephant Rock subdivision, located at 814 Meadow Lane, owned by ERock LLC; and

**WHEREAS**, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF MAY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

## WELL PERMIT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2023 by and between the Town of Palmer Lake (hereinafter, “TOWN”) and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter “LANDOWNER”) collectively referred to as “PARTIES”.

### RECITALS

**WHEREAS**, LANDOWNER is the owner of certain land generally located in a portion of Lot 37, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 814 Meadow Lane; and

**WHEREAS**, LANDOWNER is deemed to have consented to the withdrawal of ground water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the land described above pursuant to §§37-90-137(4)(b)(II)(C) and 37-90-337(8), C.R.S., and by virtue of Ordinance No. 8 of 1985, adopted by the Town Board of Trustees on August 26, 1985; and

**WHEREAS**, water service to the land described above is not reasonably available from the Town as of the date of this AGREEMENT; and

**WHEREAS**, LANDOWNER desires to construct a well to withdraw ground water from the Dawson aquifer underlying the land described above (the “WELL”) to provide a water supply for domestic, in-house use only, for one (1) single-family residence on said land.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and provisions herein, the TOWN and LANDOWNER agree as follows:

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed. LANDOWNER agrees to pay the well permit fee as established in the TOWN’S fee schedule prior to the drilling of the WELL.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.

3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.
5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6" in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to have WELL metered and readings presented to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and any and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. LANDOWNER agrees to pay a reasonable fee, as adopted and determined by the TOWN Board of Trustees at its sole discretion, subject to adjustment, for LANDOWNER's use of the TOWN's water.
10. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

**TOWN OF PALMER LAKE, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Dawn A. Collins  
Town Administrator / Clerk

**LANDOWNERS:**  
\_\_\_\_\_  
\_\_\_\_\_



**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 37-2023**

**A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH EROCK LLC FOR PARCEL LOCATED AT LOT 42, ELEPHANT ROCK SUBDIVISION, 824 MEADOW LANE, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over residential well agreements for the Town; and

**WHEREAS**, the Town is unable to provide water service to the parcel identified as Lot 42, Elephant Rock subdivision, located at 824 Meadow Lane, owned by ERock LLC; and

**WHEREAS**, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF MAY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

## WELL PERMIT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2023 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter "LANDOWNER") collectively referred to as "PARTIES".

### RECITALS

**WHEREAS**, LANDOWNER is the owner of certain land generally located in a portion of Lot 42, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 824 Meadow Lane; and

**WHEREAS**, LANDOWNER is deemed to have consented to the withdrawal of ground water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the land described above pursuant to §§37-90-137(4)(b)(II)(C) and 37-90-337(8), C.R.S., and by virtue of Ordinance No. 8 of 1985, adopted by the Town Board of Trustees on August 26, 1985; and

**WHEREAS**, water service to the land described above is not reasonably available from the Town as of the date of this AGREEMENT; and

**WHEREAS**, LANDOWNER desires to construct a well to withdraw ground water from the Dawson aquifer underlying the land described above (the "WELL") to provide a water supply for domestic, in-house use only, for one (1) single-family residence on said land.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and provisions herein, the TOWN and LANDOWNER agree as follows:

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed. LANDOWNER agrees to pay the well permit fee as established in the TOWN'S fee schedule prior to the drilling of the WELL.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.

3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.
5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6" in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to have WELL metered and readings presented to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and any and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. LANDOWNER agrees to pay a reasonable fee, as adopted and determined by the TOWN Board of Trustees at its sole discretion, subject to adjustment, for LANDOWNER's use of the TOWN's water.
10. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

**TOWN OF PALMER LAKE, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Dawn A. Collins  
Town Administrator / Clerk

**LANDOWNERS:**  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 38-2023**

**A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH EROCK LLC FOR PARCEL LOCATED AT LOT 43, ELEPHANT ROCK SUBDIVISION, 826 MEADOW LANE, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over residential well agreements for the Town; and

**WHEREAS**, the Town is unable to provide water service to the parcel identified as Lot 43, Elephant Rock subdivision, located at 826 Meadow Lane, owned by ERock LLC; and

**WHEREAS**, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF MAY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

## WELL PERMIT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2023 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter "LANDOWNER") collectively referred to as "PARTIES".

### RECITALS

**WHEREAS**, LANDOWNER is the owner of certain land generally located in a portion of Lot 43, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 826 Meadow Lane; and

**WHEREAS**, LANDOWNER is deemed to have consented to the withdrawal of ground water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the land described above pursuant to §§37-90-137(4)(b)(II)(C) and 37-90-337(8), C.R.S., and by virtue of Ordinance No. 8 of 1985, adopted by the Town Board of Trustees on August 26, 1985; and

**WHEREAS**, water service to the land described above is not reasonably available from the Town as of the date of this AGREEMENT; and

**WHEREAS**, LANDOWNER desires to construct a well to withdraw ground water from the Dawson aquifer underlying the land described above (the "WELL") to provide a water supply for domestic, in-house use only, for one (1) single-family residence on said land.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and provisions herein, the TOWN and LANDOWNER agree as follows:

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed. LANDOWNER agrees to pay the well permit fee as established in the TOWN'S fee schedule prior to the drilling of the WELL.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.

3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.
5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6" in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to have WELL metered and readings presented to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and any and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. LANDOWNER agrees to pay a reasonable fee, as adopted and determined by the TOWN Board of Trustees at its sole discretion, subject to adjustment, for LANDOWNER's use of the TOWN's water.
10. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

**TOWN OF PALMER LAKE, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Dawn A. Collins  
Town Administrator / Clerk

**LANDOWNERS:**  
\_\_\_\_\_  
\_\_\_\_\_



**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 39-2023**

**A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH EROCK LLC FOR PARCEL LOCATED AT LOT 44, ELEPHANT ROCK SUBDIVISION, 828 MEADOW LANE, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over residential well agreements for the Town; and

**WHEREAS**, the Town is unable to provide water service to the parcel identified as Lot 44, Elephant Rock subdivision, located at 828 Meadow Lane, owned by ERock LLC; and

**WHEREAS**, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF MAY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

## WELL PERMIT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 2023 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter "LANDOWNER") collectively referred to as "PARTIES".

### RECITALS

**WHEREAS**, LANDOWNER is the owner of certain land generally located in a portion of Lot 44, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 828 Meadow Lane; and

**WHEREAS**, LANDOWNER is deemed to have consented to the withdrawal of ground water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the land described above pursuant to §§37-90-137(4)(b)(II)(C) and 37-90-337(8), C.R.S., and by virtue of Ordinance No. 8 of 1985, adopted by the Town Board of Trustees on August 26, 1985; and

**WHEREAS**, water service to the land described above is not reasonably available from the Town as of the date of this AGREEMENT; and

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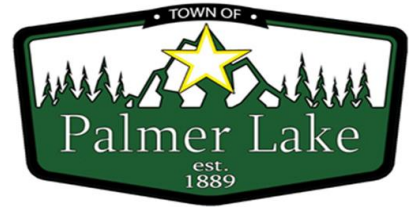
3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
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**TOWN OF PALMER LAKE, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Dawn A. Collins  
Town Administrator / Clerk

**LANDOWNERS:**  
\_\_\_\_\_  
\_\_\_\_\_



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Resolution to Accept Quote for Roadway Improvement Work

The Town was awarded CDOT grant funds for roadway improvement work. Staff requested quotes and received three, enclosed, for the mill and overlay improvement work. The lowest responsible quote is Schmidt Construction.

**Spring St & Greeley**

- Schmidt \$77,902
- Martin Marietta \$79,983
- Chavez Const. \$81,023

**Westward Ln & Hillview Rd**

- Schmidt \$143,481
- Martin Marietta \$156,021
- Chavez Const. \$158,792

Approval of this resolution will accept the quote from Schmidt and award the mill and overlay improvement work.



1101 Topeka Way, Castle Rock, CO 80109 (303) 660-0439

<b>To:</b> Town of Palmer Lake	<b>Contact:</b> Jason Dosch
<b>Address:</b> 42 Valley Crescent, PO Box 208 PALMER LAKE, CO 80133 US	<b>Phone:</b> 719-499-3030
	<b>Fax:</b>
<b>Project Name:</b> Palmer Lake 2023	<b>Bid Number:</b>
<b>Project Location:</b> Palmer Lake	<b>Bid Date:</b> 4/28/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>FDR</b>					
020	Mobilization	2.00	EACH	\$1,500.00	\$3,000.00
025	FDR 12"	6,216.00	SY	\$1.65	\$10,256.40
030	FDR Prep (Balance & Compact FDR, Fine Grade)	6,216.00	SY	\$2.90	\$18,026.40
035	Pave (3") (PG 64-22, Gr Sx, N75, 20%)	6,216.00	SY	\$18.05	\$112,198.80
<b>Total Price for above FDR Items:</b>					<b>\$143,481.60</b>

**Mill & Overlay (2)**

005	Mobilization	1.00	EACH	\$1,500.00	\$1,500.00
025	Milling/Planing	4,045.00	SY	\$2.55	\$10,314.75
010	Pave (2") (PG 64-22, Gr Sx, N75, 20%)	5,178.00	SY	\$11.90	\$61,618.20
015	Traffic Control	2.00	DY	\$2,235.00	\$4,470.00
<b>Total Price for above Mill &amp; Overlay (2) Items:</b>					<b>\$77,902.95</b>

**Total Bid Price: \$221,384.55**

**Notes:**

- One move-in, additional move-ins at per each unit price stated above. Payment based on actual field measurements or quantities at stated unit prices. Subgrade to be within +/- one tenth of a foot to balance onsite (if fine grade and compaction is done by Schmidt Construction). Subgrade prep and fine grading by others to be ready (blue top) to receive ABC or asphalt pavement.

Owner/General Contractor assumes responsibility to verify location and elevation of manholes and valves and that same are at finish elevation to minus six inches of finish elevation.

Schmidt does not guarantee drainage for areas less than 1.0%. If ADA tolerances are critical, customer should consider concrete pavement in those areas to ensure compliance.

If bond required add .75% or \$250.00 minimum.

Hot Mix Asphalt Materials will meet Colorado Department of Transportation specifications.

Pricing based on winter shutdown generally from October 31 through April 1. Paving may continue into shut down period depending on weather & ground conditions. Schmidt can produce warm-mix asphalt as a compaction aid during cooler paving temperatures at no additional charge. Any additional costs or risks associated with cold weather paving are by the Owner.

Mon 4/14/23



1910 Rand Ave.  
 Colorado Springs, CO 80905  
 Phone (719) 591-3300  
 Fax (719) 591-3325

<b>To:</b> TOWN OF PALMER LAKE <b>Address:</b> 42 VALLEY CRESCENT PALMER LAKE, CO 80133	<b>Contact:</b> Jason Dosch <b>Phone:</b> (719) 499-3030 <b>Fax:</b>
<b>Project Name:</b> TOWN OF PALMER LAKE 2023 STREET IMPROVEMENTS <b>Project Number:</b> <b>Project Location:</b> Spring St., Town Of Palmer Lake, CO	<b>Estimate Number:</b> 29067 <b>Bid Date:</b> 4/14/2023

**\*\*Due to the volatility in the oil market, Asphalt Cement (AC) suppliers are no longer providing project pricing. AC is priced to the industry monthly by suppliers with no carry over pricing. Consequently, this quote is only valid for work completed by July 31st, 2023, as of August 1st, 2023, this price will be subject to Liquid AC oil increase. Firm pricing can be provided at the beginning of each month for work to be completed during the month.**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>BASE BID - GREELEY BLVD.</b>					
2	2" FULL DEPTH ASPHALT OVERLAY	1,133.00	SY	\$13.65	\$15,465.45
<b>Total Price for above BASE BID - GREELEY BLVD. Items:</b>					<b>\$15,465.45</b>
<b>BASE BID - SPRING ST.</b>					
1	2" FDA MILL & OVERLAY	4,045.00	SY	\$15.95	\$64,517.75
<b>Total Price for above BASE BID - SPRING ST. Items:</b>					<b>\$64,517.75</b>
<b>WESTWARD LANE &amp; HILLVIEW RD.</b>					
3	FULL DEPTH RECLAMATION OF EXISTING 0-6" (BLEND 12")	6,216.00	SY	\$6.60	\$41,025.60
4	3" FULL DEPTH ASPHALT PAVING	6,216.00	SY	\$18.50	\$114,996.00
<b>Total Price for above WESTWARD LANE &amp; HILLVIEW RD. Items:</b>					<b>\$156,021.60</b>
<b>Total Alternate Price:</b>					<b>\$236,004.80</b>

- Notes:**
- The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
  - This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.
  - Final billing will be determined by field measurement of actual quantities upon completion of the project.
  - Over excavation and/or replacement of unsuitable sub grade materia, below 12" in depth, is to be performed on an hourly time and materials basis.
  - Work is bid based on one (1) mobilization with performance of work being completed during the months of April through October 2023 in accordance with Pikes Peak Region Asphalt Paving Specifications. Work performed outside of this time frame will be subject to a waiver of guarantee and an increase in price, due to inadequate temperatures and/or sub grade conditions. Each additional mobilization will cost \$3,500.00 each, plus any patching and/or cleaning required to complete our scope of the project.
  - EXCLUSIONS:** Herbicide, striping, site signage, geogrid, pavement fabrics, concrete removals, saw-cutting, water charges, ditch work, shouldering, rough grading, import/export excess material, asphalt patching, t-capping, utility relocates, prime coat, night work, bond, permits, engineering, staking, blue-topping, drainage in areas with less than 2% constant slope and any other work beyond the scope of this proposal.



**Chavez Construction, Inc.**

**3991 Norwood Drive, Unit C  
 Littleton, CO, 80125  
 office: (303) 495-3363  
 fax: (720) 428-8424  
 estimates@chavezconstructioninc.com  
 www.chavezconstructioninc.com**

<b>To:</b> <b>Address:</b>	Town of Palmer Lake 42 Valley Crescent Palmer Lake, CO 80133	<b>Contact:</b> <b>Phone:</b> <b>Email:</b>	Jason D (719) 499-3030 JasonD@palmer-lake.org
<b>Project Name:</b> <b>Project Location:</b>	2023 Town of Palmer Lake Mill & Overlay / FDR (Westward Lane & Hillview) Palmer Lake, CO, 80133 El Paso County	<b>Bid Number:</b> <b>Subquote Date:</b>	 4/28/2023

Chavez Construction, Inc. hereby offers to furnish the materials and labor required to perform the work set forth below for the named Purchaser herein upon the terms set forth below and on the terms and conditions page hereof. Upon acceptance by the Purchaser, this offer shall become a Contract for the work set forth herein upon the terms set forth herein. The Contract price for the work shall be the sum of the items set forth below. The Price of measured items is approximate and subject to accurate measurement upon completion of the work. Prices are valid for 30 days from the bid date of the proposal.

**Westward Lane**

Line#	ITEM #	Description	UNIT	QUANTITY	UNIT COST	TOTAL COST
		8-12" Full Depth Reclamation	SY	5,210.00	\$ 3.50	\$ 18,235.00
		3" HMA Paving	SY	5,210.00	\$ 21.00	\$ 109,410.00
		Mobilization	LS	1.00	\$ 4,000.00	\$ 4,000.00
<b>Total Bid Price:</b>						<b>\$131,645.00</b>

**Hillview**

Line#	ITEM #	Description	UNIT	QUANTITY	UNIT COST	TOTAL COST
		8-12" Full Depth Reclamation	SY	1,006.00	\$ 3.50	\$ 3,521.00
		3" HMA Paving	SY	1,006.00	\$ 21.00	\$ 21,126.00
		Mobilization	LS	1.00	\$ 2,500.00	\$ 2,500.00
<b>Total Bid Price:</b>						<b>\$27,147.00</b>

**TOTAL PRICE ALL SCHEDULES**

**\$158,792.00**

**Notes:**

- INCLUDES: Material, Equipment/labor, cleanup. \*HAULING OF ASPHALT MILLINGS TO 290 HIGHWAY 105\*
  - EXCLUDES: Traffic Control, Performance and payment bond, bonding to be provided for an additional 2.0% if requested. Engineering, Layout, Testing, Permits, Fees, Surveying, Staking, Traffic Control, Portable Toilets, Dumpsters, Night Work, Weekend Work, Snow Removal, Temporary Asphalt Surfaces, Temp Ramps, Striping, Signs, Tiedown Fees, Erosion Control, export of any excess sub grade materials, trucking or hauling of any spoils, grading, electrical, strip striping, saw cutting, repairs to completed work caused by others, street sweeping once we have moved to other location, temporary inlet protection, removal of material within 1 foot of vertical obstructions, all costs/damages associated with and caused by buried or foreign objects encountered within the milling section and NOT marked or identified by others, replacement of survey monuments, potholing of utilities or buried objects, all erosion control protection, costs associated with weather events and runoff into storm drain inlets, or anything not specifically stated or called out within this proposal.
  - Any Change/Modification in Concrete Items may result in a Unit Price Change if requested.
  - Bidding is based on NOT being a Civil Service Wages and is considered as NOT being a certified payroll project.
  - This quote is good for 30 Days from the date of this proposal. This work can be scheduled only after receipt of signed contract. A copy of this quote shall be incorporated into the CC subcontract agreement. The T&Cs of this quote shall govern over any conflicts between this quote and the GC's subcontract.
  - Bidding is based on being 100% supplied within the 2023 calendar year. All rollover scope is subject to a price increase if requested.
  - PAYMENT TERMS - CC shall be paid within 30 days of invoice for all accepted and installed work. "Paid if paid" or "when paid" language in the owners' contract or GC's subcontract is excluded and is NOT to be considered as part of this proposal. No greater retention shall be withheld from CCI than is allowed within the contract documents and retainage held by cause of "OTHERS" shall not be included in CCI scope.
  - Bid does not include any cost for owner insurance or pollution liability coverage unless stated in bid documents prior to bid.
- Payment Terms:**  
 Invoices for payment for work done shall be issued at least monthly in accordance with the payment terms set forth above. Payments shall be due when the invoice is rendered and shall be considered delinquent 45 days from the date of the invoice. Interest shall accrue and be payable on delinquent accounts at the rate of one and one-half percent (1.5%) per month.

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<b>Project Name:</b> <b>Project Location:</b>	2023 Town of Palmer Lake Mill & Overlay / FDR (Westward Lane & Hillview) Palmer Lake, CO, 80133 El Paso County	<b>Bid Number:</b> <b>Subquote Date:</b>	 4/28/2023
<b>ACCEPTED:</b> <b>PRIME CONTRACTOR:</b> _____  <i>The above prices, specifications and conditions are satisfactory and are hereby accepted.</i>  <b>Buyer:</b> _____	<b>CONFIRMED:</b> <b>CHAVEZ CONSTRUCTION, INC.</b> <b>Authorized Signature:</b> David Chavez <i>Estimator</i> 720-940-9946 david@cc.inc		



Rec'd / 4/28



Chavez Construction, Inc.

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<b>Project Name:</b> <b>Project Location:</b>	2023 Town of Palmer Lake Mill & Overlay / FDR (Spring Street & Greeley) Palmer Lake, CO, 80133 El Paso County	<b>Bid Number:</b> <b>Subquote Date:</b>	 4/28/2023

Chavez Construction, Inc. hereby offers to furnish the materials and labor required to perform the work set forth below for the named Purchaser herein upon the terms set forth below and on the terms and conditions page hereof. Upon acceptance by the Purchaser, this offer shall become a Contract for the work set forth herein upon the terms set forth herein. The Contract price for the work shall be the sum of the items set forth below. The Price of measured items is approximate and subject to accurate measurement upon completion of the work. Prices are valid for 30 days from the bid date of the proposal.

**Spring Street**

Line#	ITEM #	Description	UNIT	QUANTITY	UNIT COST	TOTAL COST
		2" Removal of Asphalt Mat (Planning)	SY	4,045.00	\$ 1.95	\$ 7,887.75
		2" Overlay	SY	4,045.00	\$ 12.00	\$ 48,540.00
		Traffic Control	LS	1.00	\$ 4,000.00	\$ 4,000.00
		Mobilization	LS	1.00	\$ 2,500.00	\$ 2,500.00
<b>Total Bid Price:</b>						<b>\$62,927.75</b>

**Greeley**

Line#	ITEM #	Description	UNIT	QUANTITY	UNIT COST	TOTAL COST
		2" HMA Overlay	SY	1,133.00	\$ 12.00	\$ 13,596.00
		Traffic Control	LS	1.00	\$ 3,000.00	\$ 3,000.00
		Mobilization	LS	1.00	\$ 1,500.00	\$ 1,500.00
<b>Total Bid Price:</b>						<b>\$18,096.00</b>

**TOTAL PRICE ALL SCHEDULES**

**\$81,023.75**

**INCLUDES:** Material, Equipment/Labor, cleanup, "MILLING OF ASPHALT PAVEMENT TO 290 HIGHWAY 165"  
 • **EXCLUDES:** Traffic Control, Performance and payment bond, bonding to be provided for an additional 2.0% if requested. Engineering, Layout, Testing, Permits, Fees, Surveying, Staking, Traffic Control, Portable Toilets, Dumpsters, Night Work, Weekend Work, Snow Removal, Temporary Asphalt Surfaces, Temp Ramps, Striping, Signs, Testure Fees, Erosion Control, export of any excess sub grade materials, trucking or hauling of any spoils, grading, electrical, lamp striping, wire cutting, repairs to completed work caused by others, street sweeping once we have moved to other location, temporary inlet protection, removal of material within 1 foot of vertical obstructions, all costs/damages associated with and caused by buried or foreign objects encountered within the milling section and NOT marked or identified by others, replacement of survey monuments, potholing of utilities or buried objects, all erosion control protection, costs associated with weather events and runoff into storm drain inlets, or anything not specifically stated or called out within this proposal.  
 • Any Change/Modification in Concrete items may result in a Unit Price Change if requested.  
 • Pricing is based on NOT being a Davis Bacon Wages and is considered as NOT being a certified payroll project.  
 • This quote is good for 30 Days from the date of this proposal. This work can be scheduled only after receipt of signed contract. A copy of this quote shall be incorporated into the CCJ subcontract agreement. The T&Cs of this quote shall govern over any conflicts between this quote and the GC's subcontract.  
 • Pricing is based on being 100% supplied within the 2023 calendar year. All rollover scope is subject to a price increase if requested.  
 • **PAYMENT TERMS -** CCJ shall be paid within 30 days of invoice for all accepted and installed work. "Paid if paid" or "when paid" language in the owners' contract or GC's subcontract is excluded and is NOT to be considered as part of this proposal. No greater retention shall be withheld from CCJ than is allowed within the contract documents and retainage held by cause of "OTHERS" shall not be included in CCJ scope.  
 • Bid does not include any cost for owner insurance or pollution liability coverage unless stated in bid documents prior to bid.  
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<b>Project Name:</b> <b>Project Location:</b>	2023 Town of Palmer Lake Mill & Overlay / FDR (Spring Street & Greeley) Palmer Lake, CO, 80133 El Paso County	<b>Bid Number:</b> <b>Subquote Date:</b>	 4/28/2023
<b>ACCEPTED:</b> <b>PRIME CONTRACTOR:</b> _____  <i>The above prices, specifications and conditions are satisfactory and are hereby accepted.</i>  <b>Buyer:</b> _____	<b>CONFIRMED:</b> <b>CHAVEZ CONSTRUCTION, INC.</b> Authorized Signature: David Chavez Estimator 720-940-9946 david@cc.inc		

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 40-2023**

**A RESOLUTION TO ACCEPT QUOTE AND AUTHORIZE SERVICE  
FOR ROADWAY IMPROVEMENT WITH  
USE OF CDOT FUNDS, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over agreements for the Town; and

**WHEREAS**, the Town requested quotes for roadway improvement work within the town; and

**WHEREAS**, the Town staff received and reviewed three quotes from Schmidt Construction, Martin Marietta, and Chavez Construction, for the mill and overlay improvement work.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes work to commence by Schmidt Construction Company as the lowest responsible quote subject to execution of an agreement approved as to form by the Town Attorney.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

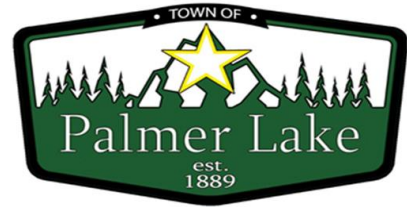
**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF MAY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



Item 15.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Town Administrator /Clerk		Endorse Mayor for CML Board

A representative of a municipality with less than 8,000 population is open for nomination to the CML executive board. An application is required to be in writing to the CML office a minimum of 15 days prior to the business meeting (by June 12, at 5p). Along with the application, endorsement of the nomination of Mayor Havenar is required by the Board of Trustees.

Thus, endorsement of Mayor Havenar’s nomination to the CML executive board is requested.

### FUNDS FOR WILDLIFE CROSSINGS

More than \$111 million in grants are available through the Wildlife Crossings Pilot Program. The program helps carry out projects that reduce wildlife-vehicle collisions and improve habitat connectivity for terrestrial and aquatic species.

The funding may be used for construction and non-construction projects, and the maximum share of project costs that may be funded with grant funds will typically be 80%, as is standard for federal-aid projects.

The deadline for applications is **Aug. 1**. Grant applications must be submitted through [grants.gov](https://grants.gov), and more information is available at <https://bit.ly/3MFICQ0>.

### HOUSING NEEDS ASSESSMENT HOW-TO WITH THE CITY OF GOLDEN

Wednesday, May 3, 12-1 p.m.

City of Golden officials will walk you through the life cycle of a housing needs assessment. The presentation will teach you what to expect when undertaking a housing needs assessment for your community, including the RFP process, community outreach, and implementation of the plan. The webinar is an opportunity to learn from Affordable Housing Policy Coordinator Janet Maccubbin, Director of Community and Economic Development Rick Muriby, and Mayor Laura Weinberg. Register at <https://bit.ly/3yRMeGz>.

## CML accepting applications for Executive Board

By Kevin Bommer,  
CML executive director

CML is now accepting applications for members interested in running for the CML Executive Board. Applications will be accepted through 5 p.m. Monday, **June 12**.

Members whose names are placed on the ballot by the CML Nominating Committee will be voted on by the membership at the CML Annual Business Meeting scheduled for Tuesday, **June 27**, at the 101st CML Annual Conference in Aurora. Voting procedures will be detailed in the Notice of Annual Business Meeting that will be sent to all member municipalities later in April. CML Executive Board members are elected at-large, which means each member municipality is entitled to vote at the CML Annual Business Meeting for their choices in all population categories.

### VACANCIES TO BE FILLED AT THE ELECTION

- One position from municipalities with a population of 250,000 or more for a two-year term

- Three positions from municipalities with a population from 50,000-249,999, each for two-year terms

- Four positions from municipalities with a population from 8,000-49,999, three for two-year terms and one for a one-year term

- Three positions from cities and towns with a population of less than 8,000, each for two-year terms

Under CML bylaws, population figures for the June 2023 election will be based upon population estimates from the Colorado Department of Local Affairs. These are the same figures that were used in computing 2023 municipal dues for member municipalities and may not be the most recent DOLA estimate.

CML bylaws also require CML Executive Board members be elected or appointed officials of member cities and towns.

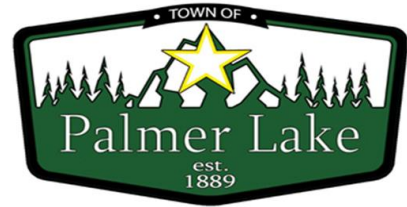
Any official who desires to be nominated for a position on the CML Executive Board can ensure nomination by filing an application for nomination, in letter or other written form, with the CML Nominat-

ing Committee. The application must be received in writing by the CML office at least 15 days prior to the annual business meeting, that is, by 5 p.m., Monday, **June 12**. Include with the application an endorsement in writing from the applicant's city council or board of trustees, which also must be received by the CML office by 5 p.m., Monday, **June 12**. Please note that a city council or board of trustees may endorse the nomination of only one official from the city or town for election.

Questions about the CML Executive Board or the election process should be directed to Kevin Bommer, executive director, by email or by phone at (303) 831-6411 or (866) 578-0936.

Please email application materials to CML Executive Director Kevin Bommer, [kbommer@cml.org](mailto:kbommer@cml.org).





**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Direction on Water System Improvement Projects
<b>Presented by:</b> Town Administrator /Clerk		

As previously reviewed with the Board, the direction to plan for the future of the water system is integral. With acceptance of the GMS preliminary engineering report (PER) for Water System Improvements, staff further seek direction from the Board to consider future projects to plan for the water system.

Note the final PER is found here – <https://www.townofpalmerlake.com/water/page/water-system-studiesreports>

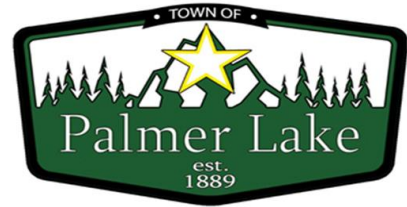
The following outline was discussed in detail at the 5/3 Board workshop.

**Water System Improvements Project**

- a. Priority One
  - i. New Arapahoe Aquifer well (\$2.1m)
  - ii. Groundwater Water Treatment Plant (GW-WTP) improvement (\$452k)
  - iii. Distribution system piping replacements (\$1m)
  
- b. Priority Two
  - i. County Line Road Loop (\$169k)
  - ii. Shady Lane Loop (\$74k)
  - iii. Red Rock Ranch Drive Loop (\$597k)
  
- c. Funding
  - i. SRF loan for total project funding – current interest rate of 3.25% for 30-year loan
  - ii. Apply for EIAF grant
  - iii. ARPA funds
    - 1. Initial allocation to Town
    - 2. Additional award request through EPC denied
  - iv. BIL funds – Town does not meet qualifying criteria

**Action Recommended:**

Consider incorporating plans for Priority One and Two with appropriate funding via State Revolving Loan with support of water fees and continue exploring additional grant fund options to supplement costs of the water system projects.



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Direction for the Water Analysis – Capital Plan and Rate Scenario
<b>Presented by:</b> Town Administrator /Clerk		

As directed by the Board and initially reviewed by Mr. Chris Brandewie on April 27, a draft analysis was presented providing water department capital needs to plan for future water rates to consider.

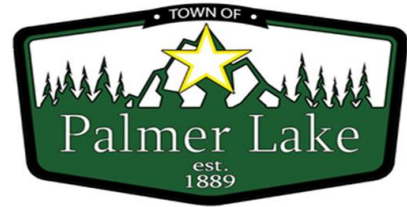
Modifications were communicated as a result of the brief workshop and the follow up water workshop on May 3.

As reviewed, the following was further communicated to Mr. Brandewie.

- Not more than 30 years out for planning
- Remove all capital items beyond 30 years
- Add/modify appropriate tiers for improved revenue
- Consider “restaurant” category for lower usage fee/tier
- Consider “senior” category / program for lower base fee
- Consider Priority 1 and Priority 1 and 2 to capture exact what fees are needed
- Consider a phased approach to get to the fees needed – 2-3 years

\*Note the scenarios presented include a possible new meter system proposed by Mountain States Pipe & Supply. It will provide the Town of Palmer Lake state of the art reading capabilities with accuracy for the life of these meters. When coupled with our AquaHawk – AquaCell AMI solution providing meter analytics, customer alerts, customer portal and more, this would make the Town’s Water Department a smart utility. Staff has a presentation of the meter system if the Board is interested in viewing.

Is there anything different to communicate for the draft analysis? Staff requests clarification and confirmation of this direction.



TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Direction on Drainage Improvement Plans
<b>Presented by:</b> Town Administrator /Clerk		

As previously reviewed with the Board and since the completion of the High Street Drainage Basin report by GMS, direction about drainage improvement is necessary. Direction from the outcome of the drainage planning will assist in planning for future projects.

High Street Drainage Report found here –

[https://www.townofpalmerlake.com/sites/default/files/fileattachments/public\\_works/page/6245/master\\_drainage\\_plan\\_report.pdf](https://www.townofpalmerlake.com/sites/default/files/fileattachments/public_works/page/6245/master_drainage_plan_report.pdf)

As laid out and described in the study, the third alternative was estimated for approximately \$885k –

Drainage Improvements Project

- a. Alternative Three
  - i. Underground conveyance system
  - ii. Partial scope of full underground system for reasonable costs
- b. Funding
  - i. WPCRF loan for total project funding
  - ii. Town does not qualify as Disadvantaged Community for grants
  - iii. Stormwater enterprise required for funding
- c. Stormwater Enterprise – *required*
- d. MS4 Permit - *collecting, conveying, and managing stormwater runoff from properties and the infrastructure and management systems to deliver those services*

As requested, staff seeks direction for possible enterprise fund and drainage improvement project work to be considered.

If preferred, the Board may also choose to table this item for a future meeting while other projects are established.





Item 19.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> May 11, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Direction on Concepts Submitted for Elephant Rock Property
<b>Presented by:</b> Town Administrator /Clerk		

As previously discussed with the Board, concept submittals were offered by public parties.

At the prior meeting, it was directed to assemble the concepts for review and direction, such as the following –

Interested for review with the Master Plan workgroup

Interested for further proposal to the Board (5/25)

Not interested