



## BOARD OF TRUSTEES MEETING

Thursday, November 14, 2024 at 6:00 PM

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

\*LIVE STREAM available at Town website\*

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### AGENDA

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

#### Call to Order

#### Roll Call

#### Pledge of Allegiance

**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.*

- [1.](#) Minutes from October 24, 2024 Meeting
- [2.](#) Checks over \$15,000 - Krob Law (\$19,337.50) for legal fees; Paramount Environmental Services (\$99,440) for asbestos removal at ER; West Fork Construction (\$252,633.36) for PLES project

#### Staff/Department Reports

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

**Public Hearing** – *Mayor will introduce the item and hear the applicant request. Mayor will ask if any public member wishes to speak for or against the request. Public should address the Board members directly while members listen. Applicant may provide closing remarks and members may ask questions of the applicant. Mayor will close the hearing and members will discuss the item, take action or continue the hearing to a particular date.*

- [10.](#) Review 2024 Budget Amendment

- [11.](#) Review Proposed Draft 2025 Budget

### **Business Items**

- [12.](#) Resolution 56-2024 to Amend 2024 Budget
- [13.](#) Direction on Proposed Draft 2025 Budget
- [14.](#) Ordinance 15-2024 to Affirm Ground Lease Agreement with CORE for EV Chargers
- [15.](#) Ordinance 16-2024 to Affirm Lease Agreement with Pikes Peak Library District
- [16.](#) Ordinance 17-2024 to Affirm Lease Agreement with Eco Spa LLC
- [17.](#) Resolution 53-2024 to Authorize a Professional Service Agreement with EPS, Fiscal Impact Analysis
- [18.](#) Resolution 54-2024 to Authorize a Professional Service Agreement with Stolfus, Traffic Impact Analysis
- [19.](#) Resolution 55-2024 to Authorize a Professional Service Agreement with GMS, Water System Analysis

**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 (24 hours prior to meeting) and shall be distributed and read 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 comment but may refer it to staff and/or a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

### **Board Reports**

#### **Next Meeting (12/12) and Future Items**

#### **Convene to Executive Session**

*A) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. 24-6-402(4)(e) – modify terms of purchase/sale agreement for town property.*

*B) For the purpose of acquisition, lease, transfer or sale of any real property interest pursuant to C.R.S. 24-6-403(4)(a) - possible disposition of Town real property.*

#### **Reconvene to Open Session**

#### **Adjourn**

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### **Americans with Disabilities Act**

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.



## BOARD OF TRUSTEES MEETING

### Thursday, October 24, 2024 at 6:00 PM

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

### MINUTES

**Call to Order.** Mayor called the meeting to order at 6 pm.

**Roll Call.** Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Sam Padgett, Kevin Dreher, Jessica Farr, Dennis Stern.

**Pledge of Allegiance.** Led by Mayor Pro Tem Stern.

**Consent Agenda.** MOTION (Farr, Ball) to approve the consent agenda including items 1) Minutes from October 10, 2024 Meeting; 2) Checks over \$15,000 - West Fork Construction LLC (\$619,690.04) for PLES project; 3) Financials (September). Roll call vote – aye 7; nay 0. Motion passed.

**Presentation - Mitigating Personal Property** by Chief Vincent, PLFD. Chief John Vincent offered a brief presentation on Firewise property mitigation, reviewing past area fires, education of wildland fire, mitigation of public areas and identified threats to private property – defensible space around homes and structures. Discussion took place about PLFD providing property assessment for property owners.

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

4. Attorney Krob provided information on the following to the Board -

A) Legislative Update

Mr. Roger Moseley asked about ADU regulations and Attorney Krob responded similar code regulations may apply but prohibiting ADU is not allowed.

B) Case Law Update

Ms Donna Arent inquired about the legislative change to undo zoning and Attorney Krob responded with a process to petition to undo a rezoning.

C) Review Multi-Year Leases – Attorney Krob stated multi-year leases previously approved by Resolution should be approved by Ordinance and will be reviewed and brought back to the Board.

5. Administrator/Clerk – Collins updated Board members on the Fire department training on elephant rock and demo permit in process with the state. She informed members that the PD station was flooded in the lower level and ServPro was called to remove water, dry it and determine where the water source. Collins requested that the Mayor sign a letter requesting funds from DOLA for the feasibility of the location for a public safety facility. Members agreed unanimously. The Chili Supper and star lighting were announced to take place on November 30 and the Palmer Lake Outdoor Classic

scheduled for January 4-5. An introduction was made and oath of office administered for code compliance, Jennifer Wilde.

### Business Items

6. Resolution 52-2024 Initiating Annexation Proceeding and Setting a Hearing to Determine Eligibility of Certain Land to be Annexed. Mayor Havenar explained this Resolution to set a hearing for the eligibility of property to annex into the town. Mr. Atis Jurka inquired about the multiple portions to be annexed as separate hearings. Attorney Krob responded that it is requested in 1/6 series but will be heard in one hearing – all six portions for eligibility. Ms. Amy Hutson clarified whether the pole portion of the flagpole annexation is the entire County Line Road and whether the hearing could be moved from the new board date of December 12. MOTION (Farr, Stern) to approve Resolution 52-2024 to set the hearing date for December 12. Roll call vote – aye 6; nay 1 (Padgett). Motion passed.

7. Ordinance 18-2024 to Amend Code Ch 8.28 Relating to Outdoor Burning Restrictions. Discussion took place about the modification from prior Board discussion – clarifying the definition for the burn permit. No public comment was made. MOTION (Padgett, Ball) to approve Ordinance 18-2024 to amend Ch. 8.28. Roll call vote – aye 7; nay 0. Motion passed.

**Public Comment.** Ms. Sharon Solheim presented a petition from her Red Rock Ranch area neighborhood about a home consistently having amplified and excessive noise. She asked that the noise ordinance be enforced because the property has shown no respect for the neighbors. Ms. Donna Arent stated support for the petition and Ms. Solheim’s comments. Mayor Havenar stated that Ms. Marty Brodzik requested via text message to be on record supporting the same.

Mr. Roger Moseley addressed the Board with the following remarks – 1) consent agenda – comments about where the \$619k funds were booked to; 2) annexation – suggested that Vertex incorrectly displayed the right of way for annexation and asked that Supervisor Steve Orcutt address water; 3) remarked that the annexation exhibit should provide survey details for the entire site.

**Board Reports.** Mayor Havenar expressed the concerns of the County Board of Health about the E.coli breakout. Mayor Havenar thanked all the volunteers and participants of the pumpkin patch and stated the annual tree lighting will be December 1 with a “winter wonderland” theme.

### Next Meeting (11/14) and Future Items

**Adjourn.** MOTION (Padgett, Dreher) to adjourn at 7:50 pm. Motion passed.

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*Mayor Glant Havenar*

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*ATTEST: Dawn A. Collins, Town Clerk*





**KROB LAW OFFICE, LLC**  
Attorneys at Law

8400 E. Prentice Avenue, Penthouse  
Greenwood Village, CO 80111  
Phone: (303) 694-0099

# INVOICE

Date: 10/16/2024

Town of Palmer Lake

## Town of Palmer Lake-General Legal Services

### General Legal Services

| Attorney | Date       | Notes  | Quantity | Rate     | Total    |
|----------|------------|--|----------|----------|----------|
| SPK      | 08/01/2024 | Receive and review letter request from auditor, Review files, Draft and send audit letter to auditor with copy to D. Collins   | 1.00     | \$175.00 | \$175.00 |
| SPK      | 08/02/2024 | Receive and review agenda for 8/8/24 meeting, Email to D. Collins regarding agenda prep, Follow up telephone conference with D. Collins regarding same and pending matters   | 0.60     | \$175.00 | \$105.00 |
| SPK      | 08/06/2024 | Receive, review and revise resolution authorizing removal of asbestos from Elephant Rock structures, Email to D. Collins with cover, Receive, review and revise resolution to create advisory committee for Elephant Rock financial plan, Email to D. Collins with cover, Review statute and PSA regarding sale of Town property to TwentyFive, Draft ordinance approving sale and authorizing mayor to execute deed, Receive, review and respond to email regarding board mediation staff memo, Receive, review and revise staff memo regarding ordinance approving sale of Town property, Email to D. Collins, Receive, review and revise Chapter 5.04 regarding exemptions from business license requirement, Email to D. Collins with cover, Receive and review follow up email from D. Collins regarding ER financial committee, Text D. Collins regarding any additional items needed for BOT packet, Receive and review email from M. Kloster regarding closing of the KRDO CORA request matter related to Vanderpool termination, Receive and review email from Trustee Ball regarding mediation | 4.90     | \$175.00 | \$857.50 |
| SPK      | 08/07/2024 | Receive and review materials regarding L. Morgan request related to roadway access, Text to D. Collins regarding same  | 0.20     | \$175.00 | \$35.00  |
| SPK      | 08/07/2024 | Receive and review materials received from L. Morgan   | 3.80     | \$175.00 | \$665.00 |

10/16/2024

regarding access road used by Town, Forest Service, and private owners, Conference call with D. Collins regarding same, Receive and review materials provided by developer for Vale Roadway Extension and comments from Town's engineer regarding same and possible need for meeting, Receive and review BOT agenda and packet for 8/8/24 meeting, Receive, Review and respond to email from D. Collins regarding possible staff meeting dates and times, Telephone conference with defendant J. Kaufman regarding municipal ticket, Receive and review court file regarding same, Receive and review email from B. Cole regarding completeness review and applicability of new regulations, Prepare for and participate in Teams meeting with D. Collins, L. Morgan and realtor regarding nature of access easement and possible development of Morgan property

|     |            |  |      |          |          |
|-----|------------|--|------|----------|----------|
| SPK | 08/08/2024 | Receive, review and respond to email regarding follow up meeting with L. Morgan related to access issues, Receive, review and respond to email from D. Collins regarding joint PC/BOT meeting, Draft and send email to Defendant Kaufman regarding possible disposition, Prepare for and meet with D. Collins regarding land use matters and pending items, Prepare for and attend BOT meeting   | 4.90 | \$175.00 | \$857.50 |
| SPK | 08/09/2024 | Receive and review Town's disclosure form as seller, Email D. Collins regarding same, Revise resolution creating temporary advisory committee for ER property as approved during BOT meeting, Email to D. Collins with cover, Receive and review email from D. Collins regarding citizen concern with Town roadwork  | 1.40 | \$175.00 | \$245.00 |
| SPK | 08/12/2024 | Telephone conference with municipal court defendants Meinerz and Gnat, Telephone conference with D. Collins regarding citizen concern with grading and UCC summons and complaint to disconnect, Receive and begin review of UCC complaint to disconnect, Email to T. Vega regarding defendant files  | 1.70 | \$175.00 | \$297.50 |
| SPK | 08/13/2024 | Receive and review municipal court files for defendants Meinzer and Gnat regarding possible dispositions   | 0.70 | \$175.00 | \$122.50 |
| SPK | 08/14/2024 | Review relevant sections of annexation statute, Review seller's disclosure form for sale to TwentyFive LLC, Finish review of UCC disconnection complaint, Telephone conference with D. Collins regarding same and pending matters, Telephone conference with L. Morgan to schedule meeting,  | 2.30 | \$175.00 | \$402.50 |
| SPK | 08/15/2024 | Telephone conference with Mayor regarding Dollar General, Telephone conference with D. Collins regarding Dollar General, UC Health IGA, call with L. Morgan and pending matters, Receive and review draft agenda, Follow up discussions with D. Collins regarding pending matters and agenda prep, Review UC Health IGA for co-responder services, Prepare for and attend agenda prep with Mayor, Mayor pro tem, and D. Collins, Confer with Mayor regarding Dollar General update | 3.60 | \$175.00 | \$630.00 |

10/16/2024

|     |            |   |      |                 |                   |
|-----|------------|---|------|-----------------|-------------------|
| SPK | 08/16/2024 | Finish review and revision of IGA with UC Health for co-responder services, Email to D. Collins with cover, Receive and review correspondence regarding Dollar General store and public meeting, Receive and review email from D. Collins regarding access permit for Illumination Point, Send response regarding same  | 1.80 | \$175.00        | \$315.00          |
| SPK | 08/17/2024 | Receive, review, revise and email D. Collins resolution to accept and file audit, Receive, review, revise and email D. Collins resolution authorizing coordinated election through El Paso County clerk after reviewing applicable State statutes, Receive, review, revise and email D. Collins resolution authorizing UC Health IGA for co-responder program, Receive, review and revise resolution reducing fee for plat amendment and plat correction, Receive, review, and revise and email D. Collins resolution regarding rebidding of Elephant Rock asbestos mitigation contract | 3.70 | \$175.00        | \$647.50          |
| SPK | 08/19/2024 | Review notes from meeting, Revise exception to business license requirement for general contractor on single family home, Finalize ordinance and email to D. Collins with cover, Review opioid settlement, staff report regarding same, and resolution directing funds to regional entity, Email to D. Collins regarding same   | 1.50 | \$175.00        | \$262.50          |
| SPK | 08/21/2024 | Review files, Prepare proposed stipulations, Draft and send dispo letters to Defendants Meinerz and Gnat, Receive and begin review of agenda packet   | 1.50 | \$175.00        | \$262.50          |
| SPK | 08/22/2024 | Review UCC petition for disconnection, relevant statutes and cases, Office conference with D. Collins regarding seller's disclosure and amendment of TwentyFive PSA, Pisani matter, Illumination Point and CDOT issues, Zoning code matters, and pending matters, Prepare for and attend executive session and BOT meeting, Revise Ordinance 10-2024 regarding business license exceptions as amended and approved, Email to D. Collins   | 6.10 | \$175.00        | \$1,067.50        |
| SPK | 08/26/2024 | Finalize and file response to petition to disconnect filed by United Congregation Church, Follow up call with Defendant Gnat regarding disposition in municipal court   | 1.70 | \$175.00        | \$297.50          |
| SPK | 08/29/2024 | Receive, review and respond to email from D. Collins regarding training session for PD, Receive, review and respond to email from Defendant Meinerz regarding disposition, Update list of pending matters   | 1.40 | \$175.00        | \$245.00          |
|     |            |   |      | <b>Subtotal</b> | <b>\$7,490.00</b> |

**Town of Palmer Lake-2024 Annexation**

**2024 Annexation**

*(reimb)  
travel center*

10/16/2024

| Attorney | Date       | Notes   | Quantity | Rate     | Total    |
|----------|------------|---|----------|----------|----------|
| SPK      | 08/16/2024 | Receive and review email from D. Collins and the list of questions from developer, Email to D. Collins regarding same, Review notes from BOT meeting and draft ordinance to exempt additional activities from the definition of Business under Section 5.04.020   | 1.80     | \$175.00 | \$315.00 |
| SPK      | 08/21/2024 | Receive and begin reviewing notes from B. Cole and M. Morton regarding annexation, Email sample annexation agreement to DRT   | 0.70     | \$175.00 | \$122.50 |
| SPK      | 08/22/2024 | Receive and review memos from CMI, GMS, and D. Chavez regarding responses to developer issues, Email sample annexation agreement, annexation timeline memo, and sample PUD to development team with cover, Prepare for and participate in discussion with D. Collins, B. Cole, M. Morton, and J. Chavez regarding response to developer's questions and identification of Town issues                   | 3.80     | \$175.00 | \$665.00 |
| SPK      | 08/31/2024 | Review Town Code regarding PUD regulations, Review Hillside Overlay District and Stormwater Quality Control Regulations, Review emails from staff regarding response to applicant's questions, Review and edit and provide additions to response to applicant's questions, Prepare outline of process to move forward, Email revised response and suggested outline of process to Town staff with cover | 3.50     | \$175.00 | \$612.50 |

Subtotal \$1,715.00

1715.00 = 10-21-5109-040

Total \$9,205.00

**Detailed Statement of Account**

7490.00 = 1021-5103  
BAL

**Current Invoice**

| Invoice Number | Due On     | Amount Due | Payments Received               | Balance Due       |
|----------------|------------|------------|---------------------------------|-------------------|
| 1071           | 10/16/2024 | \$9,205.00 | \$0.00                          | \$9,205.00        |
|                |            |            | <b>Outstanding Balance</b>      | <b>\$9,205.00</b> |
|                |            |            | <b>Total Amount Outstanding</b> | <b>\$9,205.00</b> |

Please make all amounts payable to: Krob Law Office, LLC

Payment is due upon receipt.



**KROB LAW OFFICE, LLC**  
Attorneys at Law

8400 E. Prentice Avenue, Penthouse  
Greenwood Village, CO 80111  
Phone: (303) 694-0099

## INVOICE

Date: 10/16/2024

Town of Palmer Lake

### Town of Palmer Lake-General Legal Services

#### General Legal Services

| Attorney | Date       | Notes   | Quantity | Rate     | Total    |
|----------|------------|---|----------|----------|----------|
| SPK      | 09/03/2024 | Review updated list of pending matters from D. Collins, Email to UCC's attorney regarding hearing date, Receive and review letter from attorney for Moseley/Brodzick  | 1.00     | \$175.00 | \$175.00 |
| SPK      | 09/04/2024 | Review notes, Prepare for and participate in telephone conference with D. Collins regarding pending matters and agenda items for BOT meeting  | 0.60     | \$175.00 | \$105.00 |
| SPK      | 09/05/2024 | Receive and review questions from B. Cole regarding status and regulations governing Sepp application, Email to staff regarding same  | 0.60     | \$175.00 | \$105.00 |
| SPK      | 09/06/2024 | Receive, review and repsond to email from D. Collins regarding agenda prep and pending matters, Prepare for and participate in Teams meeting with PPACG staff and D. Collins regarding expenditure of grant funds for water line that is part of roadway project, Receive and review draft agenda, Teams meeting with D. Collins and G. Havenar to develop BOT meeting agenda, Receive and review joint motion to continue UCC hearing, Receive, review and respond to email from D. Collins regarding discussion with B. Cole about zoning amendments, Receive, review and revise Resolution 45-2024 for UC Health co-responder IGA, Receive, review and revise Resolution 49-2024 for Vale Street extension IGA | 4.10     | \$175.00 | \$717.50 |
| SPK      | 09/07/2024 | Review Vale roadway extension improvements agreement  | 0.50     | \$175.00 | \$87.50  |
| SPK      | 09/08/2024 | Review files and update list of pending matters   | 0.70     | \$175.00 | \$122.50 |
| SPK      | 09/09/2024 | Email materials to D. Collins for BOT packet  | 0.50     | \$175.00 | \$87.50  |

10/16/2024

|     |            |  |      |          |            |
|-----|------------|--|------|----------|------------|
| SPK | 09/10/2024 | Conference call with B. Cole and D. Collins regarding status of code updates and how to move forward, Receive, review and edit executive session language, Email to D. Collins, Receive and review notes regarding soccer field MOU, Draft ordinance regarding fines for discarding fire starting material, Email to D. Collins with cover   | 2.60 | \$175.00 | \$455.00   |
| SPK | 09/11/2024 | Receive and review emails regarding Pisani request to lease part of Elephant Rock property, Email to D. Collins regarding same, Review UCC disconnection petition, Research cases regarding same, Email to D. Collins regarding factual discussion, Email to UCC's attorneys to clarify exhibits, Research what constitutes agricultural use, when street limitations apply, and contiguity allowance  | 4.50 | \$175.00 | \$787.50   |
| SPK | 09/12/2024 | Review cases cited by UCC to support disconnection, Telephone conference with D. Collins regarding factual elements of disconnection, Conference call with UCC's attorneys to clarify Exhibits A, B, and C, Review Moseley/Brodvik letter, Prepare for and meet with D. Collins regarding pending matters, Prepare for and attend BOT meeting and executive sessions   | 8.90 | \$175.00 | \$1,557.50 |
| SPK | 09/13/2024 | Review notes and outline response to letter from Moseley/Brodzik attorney, Receive and review email regarding disclosure of Town letter on social media, Review notes from BOT meeting, Draft and send email to F. Pisani regarding possible lease of part of Elephant Rock, Telephone conference with T. Messenger regarding BOT's willingness to stipulate to disconnection, Follow up discussion with T. Messenger regarding same, Review notes from BOT meeting, Memos to files regarding same, Review costs recovery provisions of Section 12.04.040 in connection with Vale Street extension | 3.30 | \$175.00 | \$577.50   |
| SPK | 09/16/2024 | Telephone conference with Defendant Herrigan regarding municipal court ticket, Receive and review emails regarding municipal court Defendant Penhollow, Telephone conference with municipal court Defendant Miranda, Finish draft of letter in response to attorney for Moseley/Brodzik, Email to D. Collins for comments, Receive and review letter based on Collins comments, Send proposed final letter to D. Collins for final review and comment  | 2.50 | \$175.00 | \$437.50   |
| SPK | 09/17/2024 | Receive and review email from D. Collins regarding Swan letter, Finalize and send  | 0.40 | \$175.00 | \$70.00    |
| SPK | 09/18/2024 | Review and respond to CMI staff report regarding Sepp submittals, Receive and review email from CMI regarding PD regs and ordinance, Receive and review email from CMI regarding Article 2 packet for PC, Receive and review BOT minutes and agenda for BOT retreat, Review Section 12.04.040 regarding costs recovery for improving street, Draft and send email to D. Collins regarding same, Receive and review materials regarding soccer field MOU, Review municipal court matters for defendants Miranda Meguire, Penhollow, and Harrigan, provide recommended dispositions                  | 3.60 | \$175.00 | \$630.00   |

10/16/2024

| for Arnold and Kaufman |            |  |      |          |            |
|------------------------|------------|--|------|----------|------------|
| SPK                    | 09/19/2024 | Review notes from Parks and Trails Commission, Outline and begin drafting MOU for soccer field with Palmer Divide Soccer Club, Telephone conference with D. Collins regarding same and pending matters, Receive and review draft agenda for BOT meeting  | 2.10 | \$175.00 | \$367.50   |
| SPK                    | 09/23/2024 | Receive and review emails from M. Morton and B. Cole regarding Sepp application, Receive, review and revise resolution regarding Town star lighting policy to include 911, Email to D. Collins with cover, Research Supreme Court cases for presentation to BOT, Review and revise amendments to Chapter 5.24 regarding liquor code, administrative approvals, and special event permits, Draft ordinance adding to, amending, and renumbering portions of Town liquor code regarding same issues, Review proposed park regulations, Draft ordinance to approve park regulations, Email to D. Collins with cover   | 3.50 | \$175.00 | \$612.50   |
| SPK                    | 09/25/2024 | Receive, review and respond to email from A. Swan regarding acceptance of service, Telephone conference with D. Collins regarding same and pending matters, Receive and review litigation update regarding Vanderpool litigation, Receive, review, revise and email D. Collins letter of intent with soccer club for turf field, Receive, review and respond to D. Collins regarding language for executive session for BOT meeting, Receive, review and respond to email from D. Collins regarding phasing of projects and which rules apply in connection with Sepp application, Receive and review BOT agenda and meeting packet, Receive, review, and revise joint motion/stipulation and proposed order for UCC disconnection proceedings, Email to UCC counsel with cover, Receive and review email from M. Morton regarding development of Sepp property in phases, Receive, review and respond to email regarding review of Red Rocks annexation and development | 3.30 | \$175.00 | \$577.50   |
| SPK                    | 09/26/2024 | Receive and review emails from D. Collins and F. Pisani regarding ER property, Prepare for and attend executive session and BOT meeting, Receive and review email from B. Cole regarding Sepp memo and hearing before PC, Receive and review final memos from M. Morton and CMI, Prepare for and meet with D. Collins to discuss pending matters including Sepp development, Cost recovery code, ADU financing act, Memo to PC regarding process for reviewing Sepp, Quitclaim deed for Jack sliver of property, Prepare for and attend executive sessions and BOT meeting, Receive, review and respond to email from D. Collins regarding Moseley inquiry   | 6.60 | \$175.00 | \$1,155.00 |
| SPK                    | 09/27/2024 | Telephone conference with municipal court defendant Arnold regarding possible disposition, Work on annual court case update  | 0.80 | \$175.00 | \$140.00   |
| SPK                    | 09/30/2024 | Draft and send email to A. Swan asking that all communications go through counsel, Review municipal court  | 1.80 | \$175.00 | \$315.00   |

10/16/2024

files for municipal defendants, Draft and email proposed dispositions regarding same, Work on Supreme Court case summary presentation

Subtotal \$9,082.50

Town of Palmer Lake-2024 Annexation

(reimb) travel center

2024 Annexation

| Attorney | Date       | Notes   | Quantity | Rate     | Total    |
|----------|------------|---|----------|----------|----------|
| SPK      | 09/03/2024 | Receive, review and respond to email from D. Collins regarding responses to applicant, Receive and review revisions from B. Cole to response to applicant, Telephone conference with D. Collins regarding same  | 0.40     | \$175.00 | \$70.00  |
| SPK      | 09/06/2024 | Receive and review email from D. Collins with applicants comments on Town staff answers to developer's questions  | 0.20     | \$175.00 | \$35.00  |
| SPK      | 09/16/2024 | Receive, review and respond to email from D. Collins regarding work by M. Morton for developer  | 0.30     | \$175.00 | \$52.50  |
| SPK      | 09/18/2024 | Receive, review, and respond to email from D. Collins regarding M. Morton involving developer's engineers in engineering for water system improvements, Receive and review email from M. Morton regarding same  | 0.30     | \$175.00 | \$52.50  |
| SPK      | 09/23/2024 | Receive, review and respond to emails regarding three mile issue  | 0.20     | \$175.00 | \$35.00  |
| SPK      | 09/26/2024 | Receive and review emails from M. Morton, D. Collins and developer regarding water study report, Receive and review background materials regarding fiscal impact study and comps from Johnstown, Office conference with D. Collins regarding issues and upcoming meeting with applicants representatives, Update BOT in executive session regarding upcoming meeting with applicant's staff | 1.30     | \$175.00 | \$227.50 |
| SPK      | 09/27/2024 | Review notes and prepare for meeting with D. Collins and Mayor regarding annexation, Prepare for and meet with representatives of applicant and Mayor and D. Collins regarding possible annexation, possible code revisions to make PD more flexible, processes and timing, Receive, review and respond to email from D. Collins regarding developer paying for traffic study               | 3.30     | \$175.00 | \$577.50 |

Subtotal \$1,050.00

1050.00 = 10-21-5109-040

Total \$10,132.50

9082.50 = 1022-5103 mac

10/16/2024

### Detailed Statement of Account

#### Other Invoices

| Invoice Number | Due On     | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 1071           | 10/16/2024 | \$9,205.00 | \$0.00            | \$9,205.00  |

#### Current Invoice

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 1072           | 10/16/2024 | \$10,132.50 | \$0.00            | \$10,132.50 |

**Outstanding Balance** \$19,337.50  
**Total Amount Outstanding** \$19,337.50

Please make all amounts payable to: Krob Law Office, LLC

Payment is due upon receipt.

Town of Palmer Lake

|                       |             |                            |               |                       |                 |                        |  |                     |  |                |
|-----------------------|-------------|----------------------------|---------------|-----------------------|-----------------|------------------------|--|---------------------|--|----------------|
| <b>Vendor ID</b>      |             | <b>Name</b>                |               | <b>Payment Number</b> |                 | <b>Check Date</b>      |  | <b>Check Number</b> |  | <i>Item 2.</i> |
| PARAMOUNTSERVIC       |             | PARAMOUNT ENVIRONMENTAL SE |               | 0002611               |                 | 10/24/2024             |  | 50213               |  |                |
| <b>Invoice Number</b> | <b>Date</b> | <b>Description</b>         | <b>Amount</b> | <b>Amount Paid</b>    | <b>Discount</b> | <b>Net Amount Paid</b> |  |                     |  |                |
| 054-24                | 10/21/2024  | Asbestos removal           | \$99,440.00   | \$99,440.00           | \$0.00          | \$99,440.00            |  |                     |  |                |

|                |  |  |             |             |        |             |  |  |  |  |
|----------------|--|--|-------------|-------------|--------|-------------|--|--|--|--|
| <b>Totals:</b> |  |  | \$99,440.00 | \$99,440.00 | \$0.00 | \$99,440.00 |  |  |  |  |
|----------------|--|--|-------------|-------------|--------|-------------|--|--|--|--|

LMP100 M/P CHECK

# Paramount Environmental Services



Email  
[ParamountEnvironmentalServices@gmail.com](mailto:ParamountEnvironmentalServices@gmail.com)  
Web Site  
[ParamountEnvironmentalServices.com](http://ParamountEnvironmentalServices.com)

P.O. Box 31754  
Colorado Springs  
Colorado 80931

Phone  
(719) 233-1020  
Fax  
719-836-8455

## Invoice 054-24

October 17, 2024

| Attention           | Work Location   | Project Summary  |
|---------------------|---|------------------|
| Town of Palmer Lake | 290 HWY 105 290 Highway<br>105, Palmer Lake, CO 80133 | Asbestos Removal |

The undersigned certifies that the work was done in accordance with the previous proposal. The project is complete and payment is now due of.

### Common waste Amount

\$4,870.00

### Asbestos Amount

\$94,570.00

Total:

\$99,440.00

1021-5210-007  
ER (cabins)  
bpc

**Thank you for your business!**

**The best way of payment is to send us a check made out to  
Paramount Environmental Services  
and Mail it to  
P.O. Box 31754 Colorado Springs CO 80931**

Paramount Environmental Services

# Paramount Environmental Services



Item 2.

Email  
[ParamountEnvironmentalServices@gmail.com](mailto:ParamountEnvironmentalServices@gmail.com)  
Web Site  
[ParamountEnvironmentalServices.com](http://ParamountEnvironmentalServices.com)

P.O. Box 31754  
Colorado Springs  
Colorado 80931

Phone  
(719) 233-1020  
Fax  
719-836-8455

|                 |            |                            |  |                |              |            |                 |              |  |         |
|-----------------|------------|----------------------------|--|----------------|--------------|------------|-----------------|--------------|--|---------|
| Vendor ID       |            | Name                       |  | Payment Number |              | Check Date |                 | Check Number |  | Item 2. |
| WESTFORKCONSTRU |            | WEST FORK CONSTRUCTION LLC |  | 0002623        |              | 10/31/2024 |                 | 50226        |  |         |
| Invoice Number  | Date       | Description                |  | Amount         | Amount Paid  | Discount   | Net Amount Paid |              |  |         |
| 2410-24736-3    | 10/30/2024 | PLES Improvement           |  | \$252,633.36   | \$252,633.36 | \$0.00     | \$252,633.36    |              |  |         |

|                |              |              |        |              |
|----------------|--------------|--------------|--------|--------------|
| <b>Totals:</b> | \$252,633.36 | \$252,633.36 | \$0.00 | \$252,633.36 |
|----------------|--------------|--------------|--------|--------------|

LMP100 M/P CHECK

Commercial & Industrial Region  
 2410-24736-3  
 PLES Improvement  
 10/30/2024  
 \$252,633.36  
 \$252,633.36  
 \$0.00  
 \$252,633.36

## WEST FORK CONSTRUCTION: PROGRESS PAYMENT

| APPLICATION FOR PAYMENT   |   |                            |
|---------------------------|---|----------------------------|
| TO OWNER                  | PROJECT NAME                                    | FROM CONTRACTOR            |
| Town of Palmer Lake       | Palmer Lake Elementary School Road Improvements | West Fork Construction LLC |
| <b>APPLICATION NUMBER</b> |   | 3                          |
| <b>PERIOD ENDING</b>      |   | 10/30/2024                 |
| <b>JOB #</b>              |   | 2410                       |
| <b>CONTRACT NUMBER</b>    |   | 24736                      |
| <b>PREPARED BY</b>        |   | Vlad Bocharov              |

| CONTRACTOR'S APPLICATION FOR PAYMENT  |                 | CONTRACTOR'S CERTIFICATION  |
|---|-----------------|---|
| Refer to backup sheets attached for detailed breakdown<br><br>1 Original Contract Amount: | \$ 1,320,529.50 | The undersigned Contractor to the best of his knowledge, information and believe of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issues and payments received from the Owner, and that current payment shown herein is now due.<br><br><b>CONTRACTOR</b> <span style="border: 1px solid black; padding: 2px;">WEST FORK CONSTRUCTION LLC</span> <b>DATE</b> <span style="border: 1px solid black; padding: 2px;">10/30/2024</span><br><br><b>STATE</b> <span style="border: 1px solid black; padding: 2px;">CO</span> <b>COUNTRY</b> <span style="border: 1px solid black; padding: 2px;">USA</span><br><br>Subscribed & sworn to before me<br>this <span style="border: 1px solid black; padding: 2px;"> </span> day of <span style="border: 1px solid black; padding: 2px;"> </span><br><br><b>NOTARY PUBLIC NAME</b> <span style="border: 1px solid black; padding: 2px;"> </span> <b>COMMISSION EXPIRATION DATE</b> <span style="border: 1px solid black; padding: 2px;"> </span><br><br><hr/> |
| 2 Net Changes to Contract:  | \$ 22,031.90    |   |
| 3 Total Contract Amount:  | \$ 1,342,561.40 |   |
| 4 Total Completed To Date:  | \$ 1,370,058.32 |   |
| 5 Retainage:  |                 |   |
| a. 5% of Completed Work   |                 |   |
| Total Retainage:  | \$ 68,502.92    |   |
| 6 Total Completed Less Retainage:   | \$ 1,301,555.40 |   |
| 7 Less Previous Applications:   | \$ 1,048,922.04 |   |
| 8 Current Payment Due:  | \$ 252,633.36   |   |
| 9 Balance to Finish Including Retainage:  | \$ 41,006.00    |   |
| <b>EXTRA WORK SUMMARY</b>   |                 |   |
| <b>Changes From Previous Applications</b>   | \$ - .00        |   |
| <b>Changes From This Application</b>  | \$ 22,031.90    |   |
| <b>Total</b>  | \$ 22,031.90    |   |
| <b>Net Changes</b>  | \$ 22,031.90    |   |



| TASK DESCRIPTION   | UNIT | ESTIMATED QTY | PREVIOUS QTY | CURRENT QTY | TO DATE QTY | WORK COMPLETE (%) | UNIT PRICE   | TO DATE AMOUNT | AMOUNT DUE           |
|--|------|---------------|--------------|-------------|-------------|-------------------|--------------|----------------|----------------------|
| <b>Palmer Lake Elementary School Road improvements - ALTERNATE BID SCHEDULE NO.1 (PIE CORNER IMPROVEMENTS)</b> |      |               |              |             |             |                   |              |                |                      |
| Mobilization   | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 8,000.00  | \$ 8,000.00    | \$ -                 |
| Clearing and Grubbing  | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 18,000.00 | \$ 18,000.00   | \$ -                 |
| Removal of Asphlat Mat   | SY   | 34            | 34           |             | 34.00       | 100%              | \$ 20.00     | \$ 680.00      | \$ -                 |
| Removal of Asphlat Mat   | SY   | 1440          | 1440         |             | 1440.00     | 100%              | \$ 20.00     | \$ 28,800.00   | \$ -                 |
| Unclassified Excavation  | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 35,000.00 | \$ 35,000.00   | \$ -                 |
| Aggregate Bag  | LF   | 64            | 64           |             | 64.00       | 100%              | \$ 18.00     | \$ 1,152.00    | \$ -                 |
| Pre-fabricated Concrete Washout Structure  | EA   | 1             | 1            |             | 1.00        | 100%              | \$ 2,000.00  | \$ 2,000.00    | \$ -                 |
| Pre-fabricated Vehicle Tracking Pad  | EA   | 1             | 1            |             | 1.00        | 100%              | \$ 10,000.00 | \$ 10,000.00   | \$ -                 |
| Erosion Control Management   | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 5,000.00  | \$ 5,000.00    | \$ -                 |
| Seeding  | AC   | 0.1           | 0            | 0.10        | 0.10        | 100%              | \$ 7,500.00  | \$ 750.00      | \$ 750.00            |
| Mulching   | AC   | 0.1           | 0            |             | 0.00        | 0%                | \$ 7,500.00  | \$ -           | \$ -                 |
| Aggregate Base Course  | SY   | 1332          | 116.6666667  | 1290.33     | 1407.00     | 106%              | \$ 30.00     | \$ 42,210.00   | \$ 38,710.00         |
| HMA  | SY   | 1332          | 0            | 1423.00     | 1423.00     | 107%              | \$ 42.00     | \$ 59,766.00   | \$ 59,766.00         |
| Survey   | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 15,000.00 | \$ 15,000.00   | \$ -                 |
| Traffic Control  | LS   | 1             | 1            |             | 1.00        | 100%              | \$ 30,000.00 | \$ 30,000.00   | \$ -                 |
| Removal of Asphalt Mat   | SY   | 343           | 343          |             | 343.00      | 100%              | \$ 20.00     | \$ 6,860.00    | \$ -                 |
| Aggregate Base Course  | CY   | 23            | 0            | 23.00       | 23.00       | 100%              | \$ 120.00    | \$ 2,760.00    | \$ 2,760.00          |
| 6-Inch Valve and Valve Box   | EA   | 8             | 6            | 2.00        | 8.00        | 100%              | \$ 3,200.00  | \$ 25,600.00   | \$ 6,400.00          |
| Water Meter and Vault  | EA   | 1             | 1            | 0.00        | 1.00        | 100%              | \$ 2,500.00  | \$ 2,500.00    | \$ -                 |
| Connect to Existing Waterline  | EA   | 2             | 1            | 1.00        | 2.00        | 100%              | \$ 3,200.00  | \$ 6,400.00    | \$ 3,200.00          |
| 3/4 Inch Copper Pipe   | LF   | 10            | 26           |             | 26.00       | 260%              | \$ 250.00    | \$ 6,500.00    | \$ -                 |
| 6-Inch Plastic Pipe  | LF   | 535           | 535          |             | 535.00      | 100%              | \$ 114.00    | \$ 60,990.00   | \$ -                 |
| Curb Stop and Box  | EA   | 3             | 1            | 2.00        | 3.00        | 100%              | \$ 425.00    | \$ 1,275.00    | \$ 850.00            |
| 6 Inch Fire Hydrant Assembly   | EA   | 1             | 1            |             | 1.00        | 100%              | \$ 15,000.00 | \$ 15,000.00   | \$ -                 |
| Remove Valve Box   | EA   | 2             | 2            |             | 2.00        | 100%              | \$ 380.00    | \$ 760.00      | \$ -                 |
| Pothole Utilities  | EA   | 5             | 15           |             | 15.00       | 300%              | \$ 400.00    | \$ 6,000.00    | \$ -                 |
| 3/4 Inch Water Service Tap   | EA   | 7             | 8            |             | 8.00        | 114%              | \$ 550.00    | \$ 4,400.00    | \$ -                 |
| F/A Minor Contract Revisions   | F/A  | 1             | 0            |             | 0.00        | 0%                | \$ 5,000.00  | \$ -           | \$ -                 |
| F/A Erosion Control  | F/A  | 1             | 0            |             | 0.00        | 0%                | \$ 2,500.00  | \$ -           | \$ -                 |
| F/A Hazardous Waste Disposal (Off-Site Disposal)   | F/A  | 1             | 0            |             | 0.00        | 0%                | \$ 1,250.00  | \$ -           | \$ -                 |
| F/A Landscaping  | F/A  | 1             | 0            |             | 0.00        | 0%                | \$ 1,250.00  | \$ -           | \$ -                 |
|  |      |               |              |             |             |                   |              | <b>TOTAL</b>   | <b>\$ 112,436.00</b> |
| <b>CHANGE ORDERS</b>   |      |               |              |             |             |                   |              |                |                      |
|  |      |               |              |             | 0.00        | #DIV/0!           |              | \$ -           | \$ -                 |
|  |      |               |              |             | 0.00        | #DIV/0!           |              | \$ -           | \$ -                 |
|  |      |               |              |             | 0.00        | #DIV/0!           |              | \$ -           | \$ -                 |
|  |      |               |              |             | 0.00        | #DIV/0!           |              | \$ -           | \$ -                 |
|  |      |               |              |             | 0.00        | #DIV/0!           |              | \$ -           | \$ -                 |
|  |      |               |              |             |             |                   |              | <b>TOTAL</b>   | <b>\$ -</b>          |

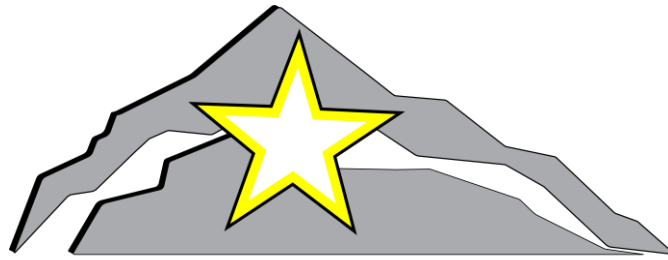
**Town of Palmer Lake Monthly Water Usage**

**Month Year      October 2024**

|                      | <b>Gallons</b>   | <b>Acre Ft</b> |
|----------------------|------------------|----------------|
| <b>Surface Water</b> | <b>1,113,000</b> | <b>3.42</b>    |
| <b>Well A2</b>       | <b>0</b>         | <b>0</b>       |
| <b>Well D2</b>       | <b>3,579,000</b> | <b>10.98</b>   |
| <b>Total</b>         | <b>4,692,000</b> | <b>14.4</b>    |
| <br>                 |                  |                |
| <b>Avg. Gal/Day</b>  | <b>151,000</b>   | <b>0.46</b>    |

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

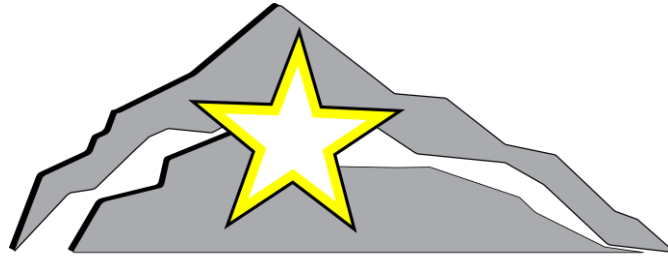
**Total      0 Af**



# Town of Palmer Lake

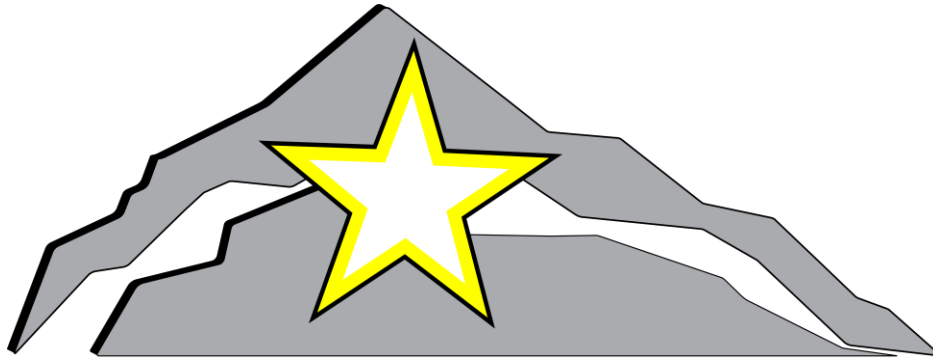
## Board of Trustees Summary Sheet

|         |  |
|---------|--|
|         | <b>October 2024</b>  |
| Title   | <b>Public Works Monthly Report</b>   |
| Date    | November 14, 2024  |
| Contact | Stacy DeLozier   |
| Summary | <p>Grade and Mag Roads<br/>           Cut drainage ditches on roads around PL City Limits<br/>           Fill deep ditches in preparation of snowplow season<br/>           Cold Patch Asphalt Potholes<br/>           Clean out various road culverts<br/>           Cut tree limbs/ brush from roadways and parks<br/>           Continue to add to large slash pile in PW yard<br/>           Replace and repair applicable road signs<br/>           Perform routine maintenance on all equipment<br/>           Empty trash cans at Lake Rec area, parks and trailhead daily<br/>           Fix and maintain split rail fences around lake and town<br/>           Maintain Trailhead parking Kiosk daily<br/>           Attended various meetings<br/>           Bridge lighting bulbs are now fixed<br/>           Bridge bathroom project is built, closed in and ready for roofing/ siding<br/>           Coordinate placement of Portable Potty's around town and move when needed for Parks<br/>           Pre-winter cleaning around the shop/yard<br/>           Helped with small projects at Town Hall, PLFD and PLPD<br/>           Several street-cut permits issued throughout PL City limits<br/>           Monthly playground maintenance and inspection<br/>           Work with parks and Awake the Lake on various projects<br/>           Did monthly repairs/ maintenance on all Parks equipment<br/>           New section of EZ Dock purchased, at PW yard<br/>           Will plan to hang Christmas lights in Village Green this week.<br/>           PLES roadway project was finished up before the deadline and under (extended) budget<br/>           Pickleball courts are completed - installed benches and placed large boulders for barriers on outside perimeter<br/>           UMI spent two days cleaning out 10-12 problem culverts around town<br/>           Paramount finished the abatement of the 7 cabins</p> |



## Town of Palmer Lake

|                |   |
|----------------|---|
| Training       | Ongoing weekly/ monthly safety training and meetings  |
| Other Activity | <p>Met with CDOT about “spring water issue” on 105 - they will cut ditches on both sides of the road for now to see if this will help divert the water and not get under the roadway. Basically, assess until spring and then see if other actions need to take place (they dug a more pronounced ditch on the South side of 105 in the last few weeks).</p> <p>West Fork will begin demo work on ER cabins. Electrical isolated and currently waiting on Black Hills to confirm the gas is isolated.</p> |



# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

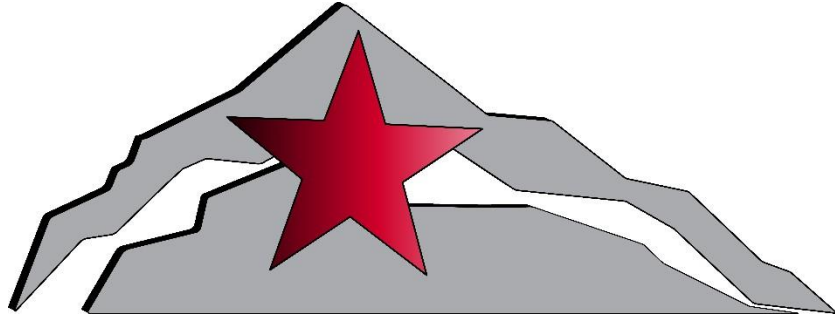
|                            |   |
|----------------------------|---|
|                            | <b>September &amp; October 2024</b>   |
| Title                      | <b>PARKS Report</b>   |
| Date                       | 11/07/2024 Board meeting; 11/12/2024 Parks meeting  |
| Contact                    | Parks & Trails Commission   |
| Summary of Volunteer Hours | Labor (clean up, maintenance) : 30 hr.<br>Clerical (email, calls, grants, spreadsheets) : 20.5 hr.<br>Miscellaneous Meetings (other than Parks) : 8.0 hr. |
| Total Volunteer Time       | Total = 58.5 hours  |
| Upcoming Activity          | Parks Meeting 11/12 Workshop 11/26  |



*Board of Trustees Summary Sheet*

|                       | <b>Oct-Nov 2024</b>  |
|-----------------------|--|
| Title                 | <b>Police Monthly Report</b>   |
| Action                | N/A  |
| Date                  | 10/01-10/31/2024   |
| Contact               | *Chief A. Lundy  |
| Summary               | In the Month of October 2024, the PLPD made 76 traffic stops and issued 38 citations. Also, in the month of October 21 reports were taken and there were 0 traffic accidents. There were 2 DUIs charged. PLPD officers charged 1 domestic violence in the month of October. PLPD made 15 citizen contacts. |
| Training              | All officers attended in person Arrest Control certification class. Officer Bentley attended TPO training.   |
|                       | <div style="border: 1px solid black; height: 40px; width: 100%;"></div>  |
| Other Actions         | PLPD continued to iron out the upcoming 2025 budget. All PLPD officers had their photos taken in class A uniform for social media sites and the Town website.  |
| Active investigations | PLPD officers are actively investigating drug activity in the 600 block of Hwy 105. PLPD has begun surveillance in a troubled section of town to gain intelligence for current ongoing cases in that area.   |

|                  |  |
|------------------|--|
| Calls<br>service | for<br>PLPD officers responded to 437 calls for service this month.  |
| S.T.E.P.         | S.T.E.P. was instituted in March of 2021 and has made a great impact on police operations and overall street safety of Palmer Lake. Accidents are more infrequent and speeds through town have slowed dramatically during these shifts. This program has provided a consistent avenue for extra duty while keeping speeds down and the streets safer for residents. Proceeds from the S.T.E.P. program have been utilized to alleviate the PLPD fleet. |
|                  |  |



***PALMER LAKE FIRE DEPARTMENT***

***Board of Trustees Summary Sheet***

|              |  |
|--------------|--|
| Title        | <b>Fire Department Report- October 2024</b>  |
| Date         | 14 November 2024   |
| Contact      | John Vincent, Chief  |
| Summary      | <p>Fire Department RMS on-boarding continues.</p> <p>Elephant Rock mitigation continues.</p> <p>Controlled/Training fires conducted.</p> <p>Palmer Lake Elementary school classes came to the fire department for fire prevention week.</p> <p>1 firefighter obtained their Fire Instructor-1 certification.</p> |
| Training     | 110 Hours  |
| Photographs  | Elephant Rock Burn, PLES, Halloween, Public Works Burn.  |
| Other Action |  |















## Board of Trustees Summary Sheet

|                         | <b>Oct – Nov 2024</b>   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
|-------------------------|---|--------------------------------------|--------------------|----------------|-------------------|---------|--------------------|-------------|--------------------------|------------|-------|-------------------|-----------------------|-------|--------------------------------------|-------------|---------------------------|--------------|------------|--------------|-------------------|--|--|---------------|------|--|--|------|------------------------|--|--|--------------------|-----------------------|--|--|--------------|-----------------|--|--|---------------|----------------------------|----|--|
| Title                   | <b>Administration</b>   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Date                    | 11/14/2024  |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Contact                 | Admin personnel   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Kiosk Revenue           | <p><b>October Collections for the Kiosk</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">\$5,178.10</td> <td style="width: 40%;">Gross Collections</td> <td style="width: 10%;"></td> <td style="width: 35%;">(977 Transactions)</td> </tr> <tr> <td>\$ (293.10)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td><u>\$ (70.00)</u></td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td>\$ 4,815.00</td> <td>Net Collections - October</td> <td></td> <td></td> </tr> </table> <p><b>YTD Collections 2024 - YTD Transactions: 9489</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">\$ 50,291.70</td> <td style="width: 40%;">Gross Collections</td> <td style="width: 10%;"></td> <td style="width: 35%;"></td> </tr> <tr> <td>\$ (2,846.70)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ -</td> <td>Supplies (Kiosk Paper)</td> <td></td> <td></td> </tr> <tr> <td><u>\$ (700.00)</u></td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td>\$ 46,745.00</td> <td>Net Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ (3,546.70)</td> <td>Total Fees and Maintenance</td> <td style="text-align: right;">8%</td> <td></td> </tr> </table> |                                      |                    | \$5,178.10     | Gross Collections |         | (977 Transactions) | \$ (293.10) | Fees                     |            |       | <u>\$ (70.00)</u> | Monthly T2 Svc charge |       |                                      | \$ 4,815.00 | Net Collections - October |              |            | \$ 50,291.70 | Gross Collections |  |  | \$ (2,846.70) | Fees |  |  | \$ - | Supplies (Kiosk Paper) |  |  | <u>\$ (700.00)</u> | Monthly T2 Svc charge |  |  | \$ 46,745.00 | Net Collections |  |  | \$ (3,546.70) | Total Fees and Maintenance | 8% |  |
| \$5,178.10              | Gross Collections   |                                      | (977 Transactions) |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ (293.10)             | Fees  |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| <u>\$ (70.00)</u>       | Monthly T2 Svc charge   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ 4,815.00             | Net Collections - October   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ 50,291.70            | Gross Collections   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ (2,846.70)           | Fees  |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ -                    | Supplies (Kiosk Paper)  |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| <u>\$ (700.00)</u>      | Monthly T2 Svc charge   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ 46,745.00            | Net Collections   |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| \$ (3,546.70)           | Total Fees and Maintenance  | 8%                                   |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Contact Us (online)     | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Submitted Date</th> <th style="width: 20%;">First Name</th> <th style="width: 60%;">Subject</th> </tr> </thead> <tbody> <tr> <td>10/07/2024</td> <td>Melissa</td> <td>Business license renewal</td> </tr> <tr> <td>10/11/2024</td> <td>Kelli</td> <td>Quick question</td> </tr> <tr> <td>10/14/2024</td> <td>Kevin</td> <td>Pickleball Court Dedication Ceremony</td> </tr> <tr> <td>10/17/2024</td> <td>Mahalia</td> <td>Dust Control</td> </tr> <tr> <td>10/31/2024</td> <td>Colin</td> <td>No to 99 homes</td> </tr> </tbody> </table>   |                                      |                    | Submitted Date | First Name        | Subject | 10/07/2024         | Melissa     | Business license renewal | 10/11/2024 | Kelli | Quick question    | 10/14/2024            | Kevin | Pickleball Court Dedication Ceremony | 10/17/2024  | Mahalia                   | Dust Control | 10/31/2024 | Colin        | No to 99 homes    |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Submitted Date          | First Name  | Subject                              |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| 10/07/2024              | Melissa   | Business license renewal             |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| 10/11/2024              | Kelli   | Quick question                       |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| 10/14/2024              | Kevin   | Pickleball Court Dedication Ceremony |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| 10/17/2024              | Mahalia   | Dust Control                         |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| 10/31/2024              | Colin   | No to 99 homes                       |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |
| Land Use permits Issued | <p><b>October 2024</b></p> <p>Type: Single Family; Qty: 0<br/>                 Other; Qty: 3<br/>                 Total water taps issued: <b>1041</b></p>  |                                      |                    |                |                   |         |                    |             |                          |            |       |                   |                       |       |                                      |             |                           |              |            |              |                   |  |  |               |      |  |  |      |                        |  |  |                    |                       |  |  |              |                 |  |  |               |                            |    |  |

**Business Licenses**

| <b>BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE</b>           | 2024 | 2024  |
|---|------|-------|
|   | Oct  | Oct   |
| Business Type   | STR  | other |
| New Licenses  | 0    | 0     |
| Licenses Renewed  | 2    | 5     |
| Licenses Expired  | 0    | 0     |
| Businesses Closed   | 0    | 0     |
| <b>CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)</b> |      |       |
|   | 39   | 158   |
| <b>TOTAL CURRENT BUSINESS LICENSES (New + Renewed)</b>            |      |       |
|   | 197  |       |

*\*Note: this will likely reduce going forward due to change of business license regulations*

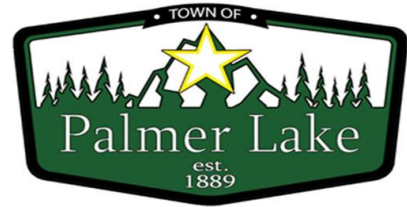
**SCHEDULED TO RENEW IN DECEMBER:**

| <b>BUSINESS NAME</b>                                    |
|---|
| American Wholesale, LLC dba Palmer Lake Wellness Center |
| Balanced Studio   |
| Facinelli Motors, Inc.                                  |
| Kurt Ehrhardt Construction Corp.                        |
| Letellier Enterprises Inc, dba Sara Sausage             |
| M.J.D. Building Solutions LLC                           |
| MJB Plumbing & Heating, Inc.                            |
| Ocean Construction                                      |
| Polarized Electric                                      |
| Protech Manufacturing Inc                               |
| Pyramid Roofing, Corp.                                  |
| Rocky Mountain Custom Trim                              |
| Solmetex, LLC   |
| Wash & Roll LLC   |
| Wildlife in Wood  |

**Water Billing**

| 2024      |      |            |           |   |
|-----------|------|------------|-----------|---|
|           | Jan  | 1019       | 3,498,000 | 0 |
| Feb       | 1019 | 3,031,550  | 0         |   |
| March     | 1019 | 2,889,000  | 0         |   |
| April     | 1019 | 3,401,100  | 0         |   |
| May       | 1019 | 3,410,300  | 0         |   |
| June      | 1021 | 4,560,620  | 0         |   |
| July      | 1021 | 5,888,918  | 0         |   |
| August    | 1021 | 4,918,121  | 0         |   |
| September | 1021 | 5,145,525  | 0         |   |
| October   | 1022 | 4,117,600  | 0         |   |
| YTD       |      | 40,860,734 | 0         |   |

| Grant Activity Updates | Dept   | Name                             | Grant Purpose    | Grant Amount | Match/<br>Cost Sharing | STATUS/NEXT STEPS  |
|------------------------|--|----------------------------------|------------------|--------------|------------------------|--|
|                        | Fire   | <i>Brothers Helping Brothers</i> | chipper          | \$31,000     | 0                      | Request to cover cost after El Pomar grant. Submitted 10/19. |
|                        | Fire   | <i>Firehouse Subs</i>            | extrication tool | \$18,824     | 0                      | Submitted 10/10.   |
| Staffing Activity      | <ul style="list-style-type: none"> <li>• Initial discussion with Accounting Clerk applicants this week</li> <li>• Ongoing advertising for Water Operator</li> <li>• New Ad to Hire Deputy Town Clerk – Grace resigned to return to Oregon</li> <li>• Conditional Offer accepted for Police Chief position – tentative 12/3 start pending background</li> </ul> |                                  |                  |              |                        |  |



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

|   |                 |  |
|---|-----------------|--|
| <b>DATE:</b> November 14, 2024                          | <b>ITEM NO.</b> | <b>SUBJECT:</b> Ordinance to Adopt Amended 2024 Budget |
| <b>Presented by:</b><br>Town Administrator Dawn Collins |                 |  |

**Background**

With June direction from the Board relating to the PLES project appropriations within the Water and General Fund, as well as the following noted corrections, it is requested to amend the 2024 budget as presented in highlighted areas of attached.

General Fund:

- Revenue - Property Tax – amended to include SB22-238 and SB23-B001 “reimbursement”
- Revenue - PLES improvement grant funds – amended to reflect June directed portion of CDOT monies to GF (and Water Fund)
- Fund Balance Transfer to “correct” 2022 miscoding of grant funds and study expenditure between GF (and Water Fund)
- Capital Expenditure – PLES improvement project amended to reflect June directed portion of project paid by GF (and Water Fund)
- Amended Fund Balance Total

Water Fund:

- Revenue - Update ARP revenue per audited financials
- Revenue - PLES improvement grant funds – amended to reflect June directed portion of CDOT monies
- Capital Expenditure – PLES improvement project amended to reflect June directed portion of project paid
- Capital Expenditure – Update ARP expenditures
- Correct Debt Service Principal and Interest per loan schedule
- Fund Balance Transfer to “correct” 2022 miscoding of grant funds and study expenditure
- Amended Fund Balance Total

**Recommended Action**

Staff recommends adopting the amended 2024 budget as presented. These figures are further reflected in the proposed 2025 budget fund balances.

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|                              |                                      | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes  |
|------------------------------|--------------------------------------|---------------------------|---|--|
| Description                  |                                      |                           |   |  |
| <b>GENERAL FUND REVENUE</b>  |                                      |                           |   |  |
| <b>Taxes</b>                 |                                      |                           |   |  |
|                              | Property Tax - General               | \$ 619,337                | \$ 658,809                              | Includes SB22-238 backfill.  |
|                              | Property Tax - Fire                  | 551,110                   | 586,234                                 | Includes SB22-238 backfill.  |
|                              | Specific Ownership Tax               | 110,000                   | 110,000                                 |  |
|                              | Motor Vehicle Registration           | -                         | -                                       |  |
|                              | Highway Users Tax                    | 90,000                    | 90,000                                  |  |
|                              | El Paso Co Road & Bridge Tax         | 7,000                     | 7,000                                   |  |
|                              | Use Tax - Building Materials         | 36,000                    | 36,000                                  |  |
|                              | Sales/Use/Excise Tax - All Other     | 1,388,000                 | 1,388,000                               |  |
|                              |                                      | 2,801,447                 | 2,876,043                               |  |
| <b>Fees and Licenses</b>     |                                      |                           |   |  |
|                              | Franchise Fee - Comcast              | 25,000                    | 25,000                                  |  |
|                              | Franchise Fee - CORE (IREA)          | 47,000                    | 47,000                                  |  |
|                              | Franchise Fee - Black Hills          | 74,000                    | 74,000                                  |  |
|                              | Franchise Fee - Other                | 25                        | 25                                      |  |
|                              | Administration Fees                  | -                         | -                                       |  |
|                              | Fees/Permits/Zoning/Subdivisions     | 45,000                    | 45,000                                  |  |
|                              | Impact Fees - Drainage               | 20,000                    | 20,000                                  |  |
|                              | Business Licenses                    | 25,000                    | 25,000                                  |  |
|                              | Lodging Fees                         | 45,000                    | 45,000                                  |  |
|                              | Liquor/MJ License Fees               | 10,000                    | 10,000                                  |  |
|                              |                                      | 291,025                   | 291,025                                 |  |
| <b>Fines</b>                 |                                      |                           |   |  |
|                              | Citation Fines/Court Fees            | 45,000                    | 45,000                                  |  |
|                              | Citation Fines/Court Fees - STEP*    | 20,000                    | 20,000                                  |  |
|                              |                                      | 65,000                    | 65,000                                  |  |
| <b>Interest</b>              |                                      |                           |   |  |
|                              | Savings/Interest                     | -                         | -                                       |  |
|                              | Interest - Savings/Reserve           | 70,000                    | 70,000                                  |  |
|                              | Interest - Water Loan                | 10,000                    | 10,000                                  |  |
|                              |                                      | 80,000                    | 80,000                                  |  |
| <b>Departmental</b>          |                                      |                           |   |  |
|                              | Library Revenue                      | -                         | -                                       |  |
|                              | Admin Revenue                        | 5,000                     | 5,000                                   |  |
|                              | Police Revenue*                      | 10,000                    | 10,000                                  |  |
|                              | Fire Revenue                         | 5,000                     | 5,000                                   |  |
|                              | Roads Revenue                        | -                         | -                                       |  |
|                              | Parks Revenue*                       | 45,000                    | 45,000                                  |  |
|                              |                                      | 65,000                    | 65,000                                  |  |
| <b>Grants and Donations*</b> |                                      |                           |   |  |
|                              | Admin Grants                         | 25,000                    | 25,000                                  |  |
|                              | Co State Hist Soc Town Hall ADA Door | -                         | -                                       |  |
|                              | PD Grants                            | 199,000                   | 199,000                                 |  |
|                              | Fire Grants                          | -                         | -                                       |  |
|                              | Roads Grants                         | 354,311                   | 354,311                                 |  |
|                              | CDOT PL Elem Sch Rd Improv           | 807,648                   | 621,471                                 | PLES remaining design funds (63k) plus construction roads portion (558,471). |
|                              | CDOT Overlay Maint.                  | -                         | -                                       |  |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|  |  | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes  |
|--|--|---------------------------|---|--|
| Parks Grants   |  | -                         | -                                       |  |
| Admin Donations  |  | -                         | -                                       |  |
| PD Donations   |  | -                         | -                                       |  |
| Fire Donations   |  | -                         | -                                       |  |
| Roads Donations  |  | -                         | -                                       |  |
| Parks Donations  |  | -                         | -                                       |  |
| Pickleball Donations ROLLUP                                    |  | -                         | -                                       |  |
|  |  | 1,385,959                 | 1,199,782                               |  |
| <b>Miscellaneous</b>   |  |                           |   |  |
| FPPA Matching Funds (DOLA VFP)                                 |  | -                         | -                                       |  |
| Land/Building Rent   |  | 30,000                    | 30,000                                  |  |
| Pickleball Court Rent* ROLLUP                                  |  | -                         | -                                       |  |
| Fire Deployment Reimbursement*                                 |  | 40,000                    | 40,000                                  |  |
| Land/Equipment Sales   |  | -                         | -                                       |  |
| Miscellaneous Income   |  | -                         | -                                       |  |
| Insurance Income   |  | -                         | -                                       |  |
|  |  | 70,000                    | 70,000                                  |  |
| <b>Other Financing Sources</b>                                 |  |                           |   |  |
| Transfers from Other Funds                                     |  | -                         | 40,300                                  | Added "Transfers from Other Funds"<br>\$25,300 High St drainage grant revenue from 2022<br>and \$15,000 PER expense from 2022. |
|  |  | -                         | 40,300                                  |  |
| <b>Total Revenue (New Revenue and Other Financing Sources)</b> |  | <b>4,758,431</b>          | <b>4,687,150</b>                        | Added Total Revenue description to include "Other Financing Sources"   |
| Unassigned Fund Balance  |  | 3,554,412                 | 3,661,915                               | Updated to audited beginning fund balance.   |
| <b>Total Revenue and Unassigned Fund Balance</b>               |  | <b>8,312,843</b>          | <b>8,349,065</b>                        |  |
| <b>GENERAL FUND EXPENDITURES</b>                               |  |                           |   |  |
| <b>Administration</b>  |  |                           |   |  |
| <b>Salaries and Benefits</b>                                   |  |                           |   |  |
| Salaries/Wages, Full Time                                      |  | 105,900                   | 105,900                                 |  |
| Salaries/Wages, Part Time                                      |  | 96,486                    | 96,486                                  |  |
| Salaries/Wages, PT Sick  |  | -                         | -                                       |  |
| Overtime   |  | 496                       | 496                                     |  |
| Social Security ER   |  | 12,579                    | 12,579                                  |  |
| Medicare ER  |  | 2,942                     | 2,942                                   |  |
| FUTA   |  | 210                       | 210                                     |  |
| Workers Comp Ins   |  | 2,759                     | 2,759                                   |  |
| Retirement ER Match  |  | 5,928                     | 5,928                                   |  |
| Health Ins ER- pd  |  | 17,940                    | 17,940                                  |  |
| Dental Ins ER- pd  |  | 993                       | 993                                     |  |
| Vision Ins ER- pd  |  | 157                       | 157                                     |  |
| Life Ins ER- pd  |  | 483                       | 483                                     |  |
|  |  | 246,873                   | 246,873                                 |  |
| <b>Professional Services</b>                                   |  |                           |   |  |
| Professional Svcs-Accounting                                   |  | 70,000                    | 70,000                                  |  |
| Professional Svcs-IT   |  | 33,000                    | 33,000                                  |  |
| Professional Svcs-Legal/OJW                                    |  | 60,000                    | 60,000                                  |  |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|  |  | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes |
|--|--|---------------------------|---|-----------------|
| Professional Svcs-Other                  |  | 210,000                   | 210,000                                 |                 |
|  |  | 373,000                   | 373,000                                 |                 |
| <b>Administrative/Operations</b>         |  |                           |   |                 |
| Employee Clothing                        |  | 500                       | 500                                     |                 |
| Employee/BOT/PC Training                 |  | 5,000                     | 5,000                                   |                 |
| Employee/BOT/PC Travel                   |  | 3,000                     | 3,000                                   |                 |
| Employee/BOT/PC Per Diem                 |  | 2,000                     | 2,000                                   |                 |
| Advertising                              |  | 2,000                     | 2,000                                   |                 |
| Bank Fees/Services                       |  | 200                       | 200                                     |                 |
| Communications                           |  | 1,800                     | 1,800                                   |                 |
| County Treasurer Fees                    |  | 13,000                    | 13,000                                  |                 |
| Election Expense                         |  | 12,000                    | 12,000                                  |                 |
| Insurance                                |  | 100,100                   | 100,100                                 |                 |
| Legal Notices/Recordings                 |  | 5,000                     | 5,000                                   |                 |
| Memberships/Registrations                |  | 14,000                    | 14,000                                  |                 |
| Postage                                  |  | 1,300                     | 1,300                                   |                 |
| Economic Development                     |  | 5,000                     | 5,000                                   |                 |
| General Supplies                         |  | 15,236                    | 15,236                                  |                 |
| General Supplies- Elephant Rock          |  | -                         | -                                       |                 |
| General Services                         |  | 27,500                    | 27,500                                  |                 |
| General Service- Elephant Rock           |  | 100,000                   | 100,000                                 |                 |
| Utilities                                |  | 19,000                    | 19,000                                  |                 |
| Utilities- Elephant Rock                 |  | 1,000                     | 1,000                                   |                 |
| Utilities- Electric                      |  | -                         | -                                       |                 |
| Utilities- Electric Elephant Rock        |  | -                         | -                                       |                 |
| Utilities- Water                         |  | -                         | -                                       |                 |
| Utilities Water- Elephant Rock           |  | -                         | -                                       |                 |
| Utilities- Sanitation                    |  | -                         | -                                       |                 |
| Utilities- Sanitation Elephant Rock      |  | -                         | -                                       |                 |
| Building Maintenance                     |  | 5,000                     | 5,000                                   |                 |
| Equipment Maintenance                    |  | -                         | -                                       |                 |
| Miscellaneous Expense                    |  | -                         | -                                       |                 |
| Vehicle Repair & Maintenance             |  | -                         | -                                       |                 |
| Fuel                                     |  | 300                       | 300                                     |                 |
|  |  | 332,936                   | 332,936                                 |                 |
| <b>Capital Outlays</b>                   |  |                           |   |                 |
| CO State Hist Soc Town Hall ADA Door     |  | -                         | -                                       |                 |
| Capital Improvement                      |  | -                         | -                                       |                 |
| Capital Improvement- Town Hall           |  | 10,000                    | 10,000                                  |                 |
| Capital Equipment                        |  | -                         | -                                       |                 |
|  |  | 10,000                    | 10,000                                  |                 |
| <b>Total Administration Expenditures</b> |  | <b>962,809</b>            | <b>962,809</b>                          |                 |
| <b>Police Department</b>                 |  |                           |   |                 |
| <b>Salaries and Benefits</b>             |  |                           |   |                 |
| Salaries/Wages, Full Time                |  | 400,710                   | 400,710                                 |                 |
| Salaries/Wages, Part Time                |  | 113,104                   | 113,104                                 |                 |
| Salaries/Wages, PT Sick                  |  | -                         | -                                       |                 |
| Salaries/Wages, STEP                     |  | 10,000                    | 10,000                                  |                 |
| Salaries/Wages, Extra Duty               |  | 8,000                     | 8,000                                   |                 |
| Overtime                                 |  | 1,798                     | 1,798                                   |                 |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|   |  | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes |
|---|--|---------------------------|---|-----------------|
| Social Security ER                          |  | 8,612                     | 8,612                                   |                 |
| Medicare ER                                 |  | 7,476                     | 7,476                                   |                 |
| FUTA  |  | 512                       | 512                                     |                 |
| Worker Comp Ins                             |  | 19,985                    | 19,985                                  |                 |
| Retirement ER Match                         |  | 17,030                    | 17,030                                  |                 |
| FPPA  |  | 37,671                    | 37,671                                  |                 |
| FPPA D&D                                    |  | 13,562                    | 13,562                                  |                 |
| Health Insurance                            |  | 32,760                    | 32,760                                  |                 |
| Dental Ins ER- pd                           |  | 1,813                     | 1,813                                   |                 |
| Vision Ins ER- pd                           |  | 287                       | 287                                     |                 |
| Life Ins ER- pd                             |  | 1,302                     | 1,302                                   |                 |
|   |  | 674,622                   | 674,622                                 |                 |
| <b>Professional Services</b>                |  |                           |   |                 |
| Professional Svcs-IT                        |  | 16,200                    | 16,200                                  |                 |
| Professional Svcs-Other                     |  | 96,400                    | 96,400                                  |                 |
|   |  | 112,600                   | 112,600                                 |                 |
| <b>Administrative/Operations</b>            |  |                           |   |                 |
| Employee Clothing                           |  | 4,120                     | 4,120                                   |                 |
| Employee Training                           |  | 3,000                     | 3,000                                   |                 |
| Employee Travel                             |  | 3,400                     | 3,400                                   |                 |
| Employee Per Diem                           |  | 1,000                     | 1,000                                   |                 |
| Subject Testing                             |  | 1,000                     | 1,000                                   |                 |
| Communications                              |  | 20,525                    | 20,525                                  |                 |
| Memberships/Registrations                   |  | 13,000                    | 13,000                                  |                 |
| General Supplies                            |  | 10,000                    | 10,000                                  |                 |
| General Services                            |  | 3,000                     | 3,000                                   |                 |
| Utilities                                   |  | 3,800                     | 3,800                                   |                 |
| Building Maintenance                        |  | 1,000                     | 1,000                                   |                 |
| Equipment Maintenance                       |  | -                         | -                                       |                 |
|   |  | -                         | -                                       |                 |
| Miscellaneous Expense                       |  | -                         | -                                       |                 |
| STEP Expenditures                           |  | -                         | -                                       |                 |
| Vehicle Repair & Maintenance                |  | 5,000                     | 5,000                                   |                 |
| Fuel  |  | 18,000                    | 18,000                                  |                 |
| Police Donations/ Grant Expense             |  | -                         | -                                       |                 |
|   |  | 86,845                    | 86,845                                  |                 |
| <b>Capital Outlays</b>                      |  |                           |   |                 |
| Capital Improvement                         |  | 5,000                     | 5,000                                   |                 |
| Capital Equipment                           |  | 75,000                    | 75,000                                  |                 |
|   |  | 80,000                    | 80,000                                  |                 |
| <b>Total Police Department Expenditures</b> |  | <b>954,067</b>            | <b>954,067</b>                          |                 |
| <b>Fire Department</b>                      |  |                           |   |                 |
| <b>Salaries and Benefits</b>                |  |                           |   |                 |
| Salaries/Wages, Full Time                   |  | 374,124                   | 374,124                                 |                 |
| Salaries/Wages, Part Time                   |  | 62,612                    | 62,612                                  |                 |
| Salaries/Wages, PT Sick                     |  | -                         | -                                       |                 |
| Overtime                                    |  | 31,909                    | 31,909                                  |                 |
| Fire Deployment                             |  | 20,000                    | 20,000                                  |                 |
| Social Security ER                          |  | 5,370                     | 5,370                                   |                 |
| Medicare ER                                 |  | 6,795                     | 6,795                                   |                 |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|   | Final Budget FY2024 | Proposed Amended Budget FY2024 | Amendment Notes |
|---|---------------------|--------------------------------|-----------------|
| FUTA                                      | 344                 | 344                            |                 |
| Workers Comp Ins                          | 21,903              | 21,903                         |                 |
| Retirement ER Match                       | 17,256              | 17,256                         |                 |
| FPPA ER                                   | 38,203              | 38,203                         |                 |
| FPPA D&D                                  | 13,753              | 13,753                         |                 |
| FPPA Volunteer Pension Fund               | 2,519               | 2,519                          |                 |
| Health Ins ER- pd                         | 32,760              | 32,760                         |                 |
| Dental Ins ER- pd                         | 1,813               | 1,813                          |                 |
| Vision Ins ER- pd                         | 287                 | 287                            |                 |
| Life Ins ER- pd                           | 1,092               | 1,092                          |                 |
|   | 630,741             | 630,741                        |                 |
| <b>Professional Services</b>              |                     |                                |                 |
| Professional Svcs-IT                      | 10,000              | 10,000                         |                 |
|   | 10,000              | 10,000                         |                 |
| <b>Administrative/Operations</b>          |                     |                                |                 |
| Employee Clothing                         | 5,000               | 5,000                          |                 |
| Employee Training                         | 10,000              | 10,000                         |                 |
| Employee Travel                           | 2,000               | 2,000                          |                 |
| Employee Per Diem                         | 2,000               | 2,000                          |                 |
| Communications                            | 17,200              | 17,200                         |                 |
| Memberships/Registrations                 | 400                 | 400                            |                 |
| General Supplies                          | 15,000              | 15,000                         |                 |
| Medical Equip/Supplies                    | 2,500               | 2,500                          |                 |
| General Services                          | 16,000              | 16,000                         |                 |
| Utilities                                 | 4,500               | 4,500                          |                 |
| Building Maintenance                      | 3,000               | 3,000                          |                 |
| Equipment Maintenance                     | 5,000               | 5,000                          |                 |
| Repair & Maintenance - Building           | -                   | -                              |                 |
| Fire Deployment Expenses                  | 10,000              | 10,000                         |                 |
| Vehicle Licenses/Fees                     | -                   | -                              |                 |
| Vehicle Repair & Maintenance              | 25,000              | 25,000                         |                 |
| Fuel                                      | 11,000              | 11,000                         |                 |
|   | 128,600             | 128,600                        |                 |
| <b>Capital Outlays</b>                    |                     |                                |                 |
| Capital Improvements                      | -                   | -                              |                 |
| Capital Equipment                         | -                   | -                              |                 |
|   | -                   | -                              |                 |
| <b>Total Fire Department Expenditures</b> | <b>769,341</b>      | <b>769,341</b>                 |                 |
| <b>Public Works Department - Roads</b>    |                     |                                |                 |
| <b>Salaries and Benefits</b>              |                     |                                |                 |
| Salaries/Wages, Full Time                 | 206,389             | 206,389                        |                 |
| Salaries/Wages, Part Time                 | 55,574              | 55,574                         |                 |
| Salaries/Wages, PT Sick                   | -                   | -                              |                 |
| Overtime                                  | 917                 | 917                            |                 |
| Social Security ER                        | 16,299              | 16,299                         |                 |
| Medicare ER                               | 3,812               | 3,812                          |                 |
| FUTA                                      | 260                 | 260                            |                 |
| Workers Comp Ins                          | 15,537              | 15,537                         |                 |
| Retirement ER Match                       | 8,810               | 8,810                          |                 |
| Health Insurance ER                       | 24,960              | 24,960                         |                 |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|   |  | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes  |
|---|--|---------------------------|---|--|
| Dental Ins ER- pd                                   |  | 1,382                     | 1,382                                   |  |
| Vision Ins ER- pd                                   |  | 287                       | 287                                     |  |
| Life Ins ER - pd                                    |  | 672                       | 672                                     |  |
|   |  | 334,898                   | 334,898                                 |  |
| <u>Professional Services</u>                        |  |                           |   |  |
| Professional Svcs-IT                                |  | 1,300                     | 1,300                                   |  |
| Professional Services - MS4                         |  | 10,000                    | 10,000                                  |  |
| Professional Svcs Other                             |  | 29,000                    | 29,000                                  |  |
| Professional Svcs-Other-M4                          |  | -                         | -                                       |  |
| Professional Svcs-Other-Engineering                 |  | -                         | -                                       |  |
|   |  | 40,300                    | 40,300                                  |  |
| <u>Administrative/Operations</u>                    |  |                           |   |  |
| Employee Clothing                                   |  | 700                       | 700                                     |  |
| Employee Training                                   |  | 500                       | 500                                     |  |
| Employee Travel                                     |  | 200                       | 200                                     |  |
| Employee Per Diem                                   |  | 200                       | 200                                     |  |
| Communications                                      |  | 2,000                     | 2,000                                   |  |
| Memberships/Registrations                           |  | 700                       | 700                                     |  |
| General Supplies                                    |  | 4,000                     | 4,000                                   |  |
| Signs Parts/Supplies                                |  | 3,500                     | 3,500                                   |  |
| General Services                                    |  | 40,000                    | 40,000                                  |  |
| Utilities   |  | 3,700                     | 3,700                                   |  |
| Street Lights- Road                                 |  | 13,000                    | 13,000                                  |  |
| Building Maintenance                                |  | 5,000                     | 5,000                                   |  |
| Equipment Maintenance                               |  | 1,000                     | 1,000                                   |  |
| Road/Street Material                                |  | 30,000                    | 30,000                                  |  |
| Dust Control  |  | 18,000                    | 18,000                                  |  |
| Culverts  |  | 5,000                     | 5,000                                   |  |
| Vehicle Repair & Maintenance                        |  | 6,000                     | 6,000                                   |  |
| Repair - Heavy Equipment                            |  | 20,000                    | 20,000                                  |  |
| Fuel  |  | 14,000                    | 14,000                                  |  |
|   |  | 167,500                   | 167,500                                 |  |
| <u>Capital Outlays</u>                              |  |                           |   |  |
| Capital Improvements - Building                     |  | 12,000                    | 12,000                                  |  |
| Capital Improvements - Roads                        |  | 100,000                   | 100,000                                 |  |
| Capital Improvement - Drainage                      |  | 90,000                    | 90,000                                  |  |
| CDOT Overlay Maint.                                 |  | -                         | -                                       |  |
| CDOT PL Elem Sch Rd Improv                          |  | 1,006,580                 | 1,015,357                               | Remaining design work (77k) plus construction roads portion (871,550), construction contingency (87,155), temp easement work (8k), less design town match (-28,448). |
| Capital Imp - Spruce Mtn Rd                         |  | 247,000                   | 247,000                                 |  |
| Capital Imp - Sidewalk Design                       |  | 218,000                   | 218,000                                 |  |
| Capital Equipment                                   |  | -                         | -                                       |  |
|   |  | 1,673,580                 | 1,682,357                               |  |
| <b>Total PW Dept - Roads Expenditures</b>           |  | <b>2,216,278</b>          | <b>2,225,055</b>                        |  |
| <u>Public Works Department - Parks Expenditures</u> |  |                           |   |  |
| <u>Administrative/Operations</u>                    |  |                           |   |  |
| Employee Clothing                                   |  | 200                       | 200                                     |  |
| Employee Training                                   |  | 200                       | 200                                     |  |
| Memberships/Registrations                           |  | 100                       | 100                                     |  |

# TOWN OF PALMER LAKE

Item 10.

## GENERAL FUND

### 2024 Proposed Budget Amendment

|  |  | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | Amendment Notes                            |
|--|--|---------------------------|---|--|
| Parks Committee  |  | -                         | -                                       |  |
| General Supplies   |  | 8,000                     | 8,000                                   |  |
| General Services   |  | 20,000                    | 20,000                                  |  |
| Utilities  |  | 4,600                     | 4,600                                   |  |
| Equipment Maintenance  |  | 1,000                     | 1,000                                   |  |
| Vehicle Repair   |  | 1,000                     | 1,000                                   |  |
| Fuel/Lubricants  |  | 3,500                     | 3,500                                   |  |
| Parks Committee (donations)  |  | -                         | -                                       |  |
| Parking Kiosk Expenses   |  | 3,500                     | 3,500                                   |  |
|  |  | 42,100                    | 42,100                                  |  |
| <u>Capital Outlays</u>   |  |                           |   |  |
| Capital Improvements   |  | 31,000                    | 31,000                                  |  |
| Capital Equipment  |  | -                         | -                                       |  |
|  |  | 31,000                    | 31,000                                  |  |
| <b>Total PW Dept - Parks Expenditures</b>                                    |  | <b>73,100</b>             | <b>73,100</b>                           |  |
|  |  |                           |   |  |
| <b>Total Departments Expenditures</b>  |  | <b>4,012,787</b>          | <b>4,021,564</b>                        |  |
|  |  |                           |   |  |
| <b>Total Admin and Dept Expenditures</b>                                     |  | <b>4,975,596</b>          | <b>4,984,373</b>                        |  |
|  |  |                           |   |  |
| <b>TOTAL REVENUE AND UNASSIGNED FUND BALANCE OVER (UNDER) EXPENDITURES</b>   |  | <b>3,337,247</b>          | <b>3,364,692</b>                        |  |
|  |  |                           |   |  |
| <b>TOTAL REVENUE OVER (UNDER) EXPENDITURES</b>                               |  | <b>(217,165)</b>          | <b>(297,223)</b>                        |  |
|  |  |                           |   |  |
| <b>APPROPRIATE FROM UNASSIGNED FUND BALANCE</b>                              |  | <b>217,165</b>            | <b>297,223</b>                          |  |
|  |  |                           |   |  |
| <b>FUND BALANCE - BEG OF YEAR</b>  |  | <b>3,276,067</b>          | <b>3,661,915</b>                        | Updated to audited beginning fund balance. |
| <b>FUND BALANCE - END OF YEAR**</b>  |  | <b>\$ 3,058,902</b>       | <b>\$ 3,364,692</b>                     |  |
|  |  |                           |   |  |
| <b>**3 month Operating Reserve recommended by State of Colorado</b>          |  |                           |   |  |
| <b>\$775,497 in 2023</b>   |  |                           |   |  |
|  |  |                           |   |  |
| *These revenues are restricted internally or externally, in full or in part. |  |                           |   |  |

# TOWN OF PALMER LAKE

Item 10.

## WATER FUND 2024 Proposed Budget Amendment

| Description  | Final Budget     | Proposed Amended Budget | Amendment Notes                                    |
|--|------------------|-------------------------|--|
|  | FY2024           | FY2024                  |  |
| <b>WATER FUND REVENUE</b>                          |                  |                         |  |
| Water Billing Revenue                              | \$ 1,375,000     | \$ 1,375,000            |  |
| Water Improvement Fee                              | 74,000           | 74,000                  |  |
| Water Loan Revenue                                 | 216,000          | 216,000                 |  |
| Water Tap Fees                                     | 72,000           | 72,000                  |  |
| Water Meter/ Parts                                 | 2,550            | 2,550                   |  |
| Late Fees/ Service Fees                            | 16,000           | 16,000                  |  |
| Water Reserve/Savings Interest                     | 24,000           | 24,000                  |  |
| Water Revenue Interest                             | -                | -                       |  |
| Misc. Income                                       | -                | -                       |  |
| Water Dept. Misc. Revenue / TANK                   | -                | -                       |  |
| American Rescue Plan                               | 117,390          | 103,669                 | Updated to actual ARP revenue recognized for 2024. |
| PLES Upper Glenway Water Improvement               | 101,520          | 287,697                 | PLES construction water portion (287,697).         |
| Water Grants                                       | -                | -                       |  |
| <b>Total Revenue</b>                               | <b>1,998,460</b> | <b>2,170,916</b>        |  |
| Unassigned Fund Balance                            | 1,173,080        | 1,304,220               | Updated to audited beginning fund balance.         |
| (Less) Restricted Fund Balance                     | (279,820)        | (216,571)               | Updated to audited restricted fund balance.        |
| Unrestricted Fund Balance                          | 893,260          | 1,087,649               |  |
| <b>Total Revenue and Unrestricted Fund Balance</b> | <b>2,891,720</b> | <b>3,258,565</b>        |  |
| <b>WATER FUND EXPENDITURES</b>                     |                  |                         |  |
| <u>Salaries and Benefits</u>                       |                  |                         |  |
| Salaries/Wages, Full Time                          | 373,082          | 373,082                 |  |
| Salaries/Wages, Part Time                          | 24,414           | 24,414                  |  |
| Salaries/Wages, PT Sick                            | -                | -                       |  |
| On-call Pay  | 15,768           | 15,768                  |  |
| Overtime   | 1,311            | 1,311                   |  |
| Social Security ER                                 | 25,704           | 25,704                  |  |
| Medicare ER  | 6,011            | 6,011                   |  |
| FUTA   | 227              | 227                     |  |
| Workers Comp Ins                                   | 12,703           | 12,703                  |  |
| Retirement ER Match                                | 17,185           | 17,185                  |  |
| Health Ins ER- pd                                  | 39,780           | 39,780                  |  |
| Dental Ins ER- pd                                  | 2,202            | 2,202                   |  |
| Vision Ins ER- pd                                  | 348              | 348                     |  |
| Life Ins ER- pd                                    | 1,014            | 1,014                   |  |
|  | <b>519,749</b>   | <b>519,749</b>          |  |
| <u>Professional Services</u>                       |                  |                         |  |
| Professional Svcs- Acctg                           | 30,000           | 30,000                  |  |
| Professional Svcs IT/ Water Billing                | 62,000           | 62,000                  |  |
| Professional Svcs- Legal                           | 10,000           | 10,000                  |  |
| Professional Svcs- Other                           | 35,000           | 35,000                  |  |
|  | <b>137,000</b>   | <b>137,000</b>          |  |

# TOWN OF PALMER LAKE

Item 10.

## WATER FUND

### 2024 Proposed Budget Amendment

|   |  | <b>Final<br/>Budget<br/>FY2024</b> | <b>Proposed<br/>Amended<br/>Budget<br/>FY2024</b> | <b>Amendment Notes</b>   |
|---|--|------------------------------------|---|--|
| <b>Administrative/Operations</b>              |  |                                    |   |  |
| Employee Clothing                             |  | 1,000                              | 1,000   |  |
| Employee Training                             |  | 3,000                              | 3,000   |  |
| Employee Travel                               |  | 300                                | 300   |  |
| Employee Per Diem                             |  | 500                                | 500   |  |
| Bank Fees/ Services                           |  | 100                                | 100   |  |
| Communications                                |  | 3,000                              | 3,000   |  |
| Insurance                                     |  | 42,900                             | 42,900  |  |
| Publication / Legal Notices                   |  |                                    |   |  |
| Membership/ Registrations                     |  | 10,000                             | 10,000  |  |
| Misc. Expenses                                |  | -                                  | -   |  |
| General Supplies                              |  | 1,000                              | 1,000   |  |
| General Supplies- Treatment                   |  | 50,000                             | 50,000  |  |
| General Supplies - Distribution               |  | 8,000                              | 8,000   |  |
| Water Meters/ Parts Replace                   |  | 10,000                             | 10,000  |  |
| General Services                              |  | 39,000                             | 39,000  |  |
| General Svc/Maint - Treatment                 |  | 45,000                             | 45,000  |  |
| General Svc/Maint - Distribution              |  | 40,000                             | 40,000  |  |
| Utilities                                     |  | 135,000                            | 135,000   |  |
| Utilities - Natural Gas                       |  | -                                  | -   |  |
| Utilities- Water                              |  | -                                  | -   |  |
| Utilities- Sanitation                         |  | -                                  | -   |  |
| Utilities- Sanitation                         |  | -                                  | -   |  |
| Equipment Maintenance                         |  | -                                  | -   |  |
| Water Meters / Repairs                        |  | -                                  | -   |  |
| Building Maintenance                          |  | 5,000                              | 5,000   |  |
| Vehicle Repair/ Maint                         |  | 12,000                             | 12,000  |  |
| Fuel  |  | 9,500                              | 9,500   |  |
| Water Quality Tests                           |  | 10,000                             | 10,000  |  |
| Reservoirs / Dam Maintenance                  |  | 13,000                             | 13,000  |  |
|   |  | <b>438,300</b>                     | <b>438,300</b>                                    |  |
| <b>Capital Outlays</b>                        |  |                                    |   |  |
| Capital Improvement - Building                |  | 12,000                             | 12,000  |  |
| Capital Improvement - Treatment               |  | 5,000                              | 5,000   |  |
| Capital Improvement - Distribution            |  | 150,000                            | 150,000   |  |
| Capital Improvement (Dist) - PLES Upper Glenw |  | 141,900                            | 522,326   | PLES Upper Glenway improvement (grant) - Design match (28,448) plus construction (448,980), construction contingency (44,898). |
| Capital Improvement - Shady Ln                |  | 183,000                            | 183,000   |  |
| ARP - Expenses                                |  | 117,390                            | 103,669   | Infrastructure improvement - stub Shady Ln, SCADA upgrades. Updated to actual ARP expenses for 2024.                           |
| Capital- CL2                                  |  | -                                  | -   |  |
| Capital Equipment                             |  | 40,000                             | 40,000  |  |
|   |  | <b>649,290</b>                     | <b>1,015,995</b>                                  |  |

# TOWN OF PALMER LAKE

Item 10.

## WATER FUND

### 2024 Proposed Budget Amendment

|   |                              | <b>Final<br/>Budget<br/>FY2024</b> | <b>Proposed<br/>Amended<br/>Budget<br/>FY2024</b> | <b>Amendment Notes</b>   |
|---|------------------------------|------------------------------------|---|--|
| <b>Debt Service</b>   |                              |                                    |   |  |
|   | CWRPDA 2009 Principal        | 101,229                            | 92,695  | Correction per loan schedule.  |
|   | CWRPDA 2009 Interest         | 13,406                             | 12,276  | Correction per loan schedule.  |
|   | CWRPDA 2018 Principal        | 50,829                             | 50,829  |  |
|   | CWRPDA 2018 Interest         | 17,340                             | 17,340  |  |
|   | General Fund Loan- Principal | 14,375                             | 14,375  |  |
|   | General Fund Loan- Interest  | 10,000                             | 10,000  |  |
|   |                              | <b>207,179</b>                     | <b>197,515</b>                                    |  |
| <b>Other Uses</b>   |                              |                                    |   |  |
|   | Transfers to Other Funds     | -                                  | 40,300  | Added Other Uses section.<br>Added "Transfers to Other Funds"<br>\$25,300 High St. drainage grant revenue from 2022 and<br>\$15,000 PER expense from 2022. |
|   |                              | -                                  | 40,300  |  |
| <b>Total Expenditures and Other Uses</b>  |                              | <b>1,951,518</b>                   | <b>2,348,859</b>                                  | Added "and Other Uses"   |
| <b>TOTAL REVENUE AND UNRESTRICTED<br/>FUND BALANCE OVER (UNDER)<br/>EXPENDITURES AND OTHER USES</b> |                              | <b>940,201</b>                     | <b>909,706</b>                                    | Added "AND OTHER USES"   |
| <b>TOTAL REVENUE OVER (UNDER)<br/>EXPENDITURES AND OTHER USES</b>                                   |                              | <b>46,942</b>                      | <b>(177,943)</b>                                  | Added "AND OTHER USES"   |
| <b>APPROPRIATE FROM UNASSIGNED<br/>FUND BALANCE</b>   |                              | <b>-</b>                           | <b>177,943</b>                                    |  |
| <b>FUND BALANCE - BEG OF YEAR</b>   |                              | <b>1,173,080</b>                   | <b>1,304,220</b>                                  | Updated to audited beginning fund balance.   |
| <b>FUND BALANCE - END OF YEAR*</b>  |                              | <b>\$ 1,220,022</b>                | <b>\$ 1,126,277</b>                               |  |
| <b>*3 month Operating Reserve required by CWR&amp;PDA<br/>\$216,571 per 2023 audit</b>              |                              |                                    |   |  |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|                                      |    | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|--------------------------------------|----|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Description                          |    |                           |                             |                           |   |                                  |                              |
| <b>GENERAL FUND REVENUE</b>          |    |                           |                             |                           |   |                                  |                              |
| <b><u>Taxes</u></b>                  |    |                           |                             |                           |   |                                  |                              |
| Property Tax - General               | \$ | 503,417                   | \$ 503,277                  | \$ 619,337                | \$ 658,809                              | 658,809                          | \$ 620,359                   |
| Property Tax - Fire                  |    | 447,960                   | 446,302                     | 551,110                   | 586,234                                 | 586,234                          | 552,019                      |
| Specific Ownership Tax               |    | 108,000                   | 110,810                     | 110,000                   | 110,000                                 | 119,845                          | 108,000                      |
| Motor Vehicle Registration           |    | -                         | -                           | -                         | -                                       | -                                | 11,000                       |
| Highway Users Tax                    |    | 100,000                   | 103,640                     | 90,000                    | 90,000                                  | 105,795                          | 103,000                      |
| El Paso Co Road & Bridge Tax         |    | 6,000                     | 7,352                       | 7,000                     | 7,000                                   | 9,000                            | 9,000                        |
| Use Tax - Building Materials         |    | 40,000                    | 32,593                      | 36,000                    | 36,000                                  | 9,155                            | 30,000                       |
| Sales/Use/Excise Tax - All Other     |    | 2,465,000                 | 1,691,966                   | 1,388,000                 | 1,388,000                               | 2,049,820                        | 2,076,000                    |
|                                      |    | 3,670,377                 | 2,895,940                   | 2,801,447                 | 2,876,043                               | 3,538,658                        | 3,509,378                    |
| <b><u>Fees and Licenses</u></b>      |    |                           |                             |                           |   |                                  |                              |
| Franchise Fee - Comcast              |    | 38,000                    | 16,981                      | 25,000                    | 25,000                                  | 19,995                           | 25,000                       |
| Franchise Fee - CORE (IREA)          |    | 50,000                    | 60,127                      | 47,000                    | 47,000                                  | 41,323                           | 60,000                       |
| Franchise Fee - Black Hills          |    | 50,000                    | 53,942                      | 74,000                    | 74,000                                  | 38,476                           | 55,000                       |
| Franchise Fee - Other                |    | 35                        | 2,894                       | 25                        | 25                                      | 1,345                            | 2,000                        |
| Administration Fees                  |    | -                         | 175                         | -                         | -                                       | -                                | -                            |
| Fees/Permits/Zoning/Subdivisions     |    | 40,000                    | 34,182                      | 45,000                    | 45,000                                  | 55,280                           | 60,000                       |
| Impact Fees - Drainage               |    | 7,200                     | 14,959                      | 20,000                    | 20,000                                  | 927                              | 15,000                       |
| Business Licenses                    |    | 30,000                    | 24,484                      | 25,000                    | 25,000                                  | 23,259                           | 20,000                       |
| Lodging Fees                         |    | 40,000                    | 58,927                      | 45,000                    | 45,000                                  | 39,780                           | 40,000                       |
| Liquor/MJ License Fees               |    | 6,200                     | 6,424                       | 10,000                    | 10,000                                  | 13,853                           | 11,725                       |
|                                      |    | 261,435                   | 273,095                     | 291,025                   | 291,025                                 | 234,237                          | 288,725                      |
| <b><u>Fines</u></b>                  |    |                           |                             |                           |   |                                  |                              |
| Citation Fines/Court Fees            |    | 70,000                    | 45,279                      | 45,000                    | 45,000                                  | 38,111                           | 40,000                       |
| Citation Fines/Court Fees - STEP*    |    | 20,000                    | 40,461                      | 20,000                    | 20,000                                  | 22,753                           | 20,000                       |
|                                      |    | 90,000                    | 85,740                      | 65,000                    | 65,000                                  | 60,864                           | 60,000                       |
| <b><u>Interest</u></b>               |    |                           |                             |                           |   |                                  |                              |
| Savings/Interest                     |    | 3,000                     | -                           | -                         | -                                       | -                                | -                            |
| Interest - Savings/Reserve           |    | 10,000                    | 82,274                      | 70,000                    | 70,000                                  | 89,273                           | 76,000                       |
| Interest - Water Loan                |    | 30,000                    | 10,000                      | 10,000                    | 10,000                                  | 6,667                            | 9,567                        |
|                                      |    | 43,000                    | 92,274                      | 80,000                    | 80,000                                  | 95,940                           | 85,567                       |
| <b><u>Departmental</u></b>           |    |                           |                             |                           |   |                                  |                              |
| Library Revenue                      |    | 5,000                     | -                           | -                         | -                                       | -                                | -                            |
| Admin Revenue                        |    | -                         | 5,275                       | 5,000                     | 5,000                                   | 4,663                            | 4,500                        |
| Police Revenue*                      |    | 4,500                     | 9,776                       | 10,000                    | 10,000                                  | 11,020                           | 11,000                       |
| Fire Revenue                         |    | -                         | 6,985                       | 5,000                     | 5,000                                   | 2,101                            | 6,000                        |
| Roads Revenue                        |    | -                         | 791                         | -                         | -                                       | -                                | -                            |
| Parks Revenue*                       |    | 40,000                    | 46,202                      | 45,000                    | 45,000                                  | 58,669                           | 50,000                       |
|                                      |    | 49,500                    | 69,029                      | 65,000                    | 65,000                                  | 76,453                           | 71,500                       |
| <b><u>Grants and Donations*</u></b>  |    |                           |                             |                           |   |                                  |                              |
| Admin Grants                         |    | -                         | -                           | 25,000                    | 25,000                                  | 9,613                            | 19,050                       |
| Co State Hist Soc Town Hall ADA Door |    | 42,000                    | -                           | -                         | -                                       | -                                | -                            |
| PD Grants                            |    | 5,000                     | 15,300                      | 199,000                   | 199,000                                 | 95,728                           | 117,400                      |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Fire Grants  | -                         | 49,261                      | -                         | -                                       | -                                | -                            |
| Roads Grants   | -                         | -                           | 354,311                   | 354,311                                 | 37,000                           | 1,317,311                    |
| CDOT PL Elem Sch Rd Improv                                     | 145,682                   | 52,075                      | 807,648                   | 621,471                                 | 621,471                          | -                            |
| CDOT Overlay Maint.  | 200,000                   | 200,000                     | -                         | -                                       | -                                | -                            |
| Parks Grants   | 2,500                     | 2,340                       | -                         | -                                       | -                                | -                            |
| Admin Donations  | -                         | -                           | -                         | -                                       | 104                              | -                            |
| PD Donations   | -                         | 5,501                       | -                         | -                                       | -                                | -                            |
| Fire Donations   | -                         | 570                         | -                         | -                                       | 125                              | -                            |
| Roads Donations  | -                         | -                           | -                         | -                                       | -                                | -                            |
| Parks Donations  | -                         | 5,375                       | -                         | -                                       | 4,010                            | -                            |
| Pickleball Donations ROLLUP                                    | -                         | -                           | -                         | -                                       | 12,000                           | 12,000                       |
|  | 395,182                   | 330,422                     | 1,385,959                 | 1,199,782                               | 780,051                          | 1,465,761                    |
| <b>Miscellaneous</b>   |                           |                             |                           |   |                                  |                              |
| FPPA Matching Funds (DOLA VFP)                                 | 17,100                    | -                           | -                         | -                                       | -                                | -                            |
| Land/Building Rent   | 20,000                    | 33,806                      | 30,000                    | 30,000                                  | 28,040                           | 27,600                       |
| Pickleball Court Rent* ROLLUP                                  | -                         | -                           | -                         | -                                       | -                                | 10,000                       |
| Fire Deployment Reimbursement*                                 | 80,000                    | 73,081                      | 40,000                    | 40,000                                  | 23,417                           | 50,000                       |
| Land/Equipment Sales   | -                         | 19,000                      | -                         | -                                       | 9,053                            | -                            |
| Miscellaneous Income   | 100                       | 8,746                       | -                         | -                                       | 1,550                            | -                            |
| Insurance Income   | -                         | 2,366                       | -                         | -                                       | -                                | -                            |
|  | 117,200                   | 136,999                     | 70,000                    | 70,000                                  | 62,061                           | 87,600                       |
| <b>Other Financing Sources</b>                                 |                           |                             |                           |   |                                  |                              |
| Transfers from Other Funds                                     | -                         | -                           | -                         | 40,300                                  | 40,300                           | -                            |
|  | -                         | -                           | -                         | 40,300                                  | 40,300                           | -                            |
| <b>Total Revenue (New Revenue and Other Financing Sources)</b> | <b>4,626,694</b>          | <b>3,883,499</b>            | <b>4,758,431</b>          | <b>4,687,150</b>                        | <b>4,888,564</b>                 | <b>5,568,531</b>             |
| Unassigned Fund Balance  | -                         | 2,880,403                   | 3,276,067                 | 3,661,915                               | 3,661,915                        | 4,506,325                    |
| <b>Total Revenue and Unassigned Fund Balance</b>               | <b>4,626,694</b>          | <b>6,763,902</b>            | <b>8,034,498</b>          | <b>8,349,065</b>                        | <b>8,550,479</b>                 | <b>10,074,856</b>            |
| <b>GENERAL FUND EXPENDITURES</b>                               |                           |                             |                           |   |                                  |                              |
| <b>Administration</b>  |                           |                             |                           |   |                                  |                              |
| <b>Salaries and Benefits</b>                                   |                           |                             |                           |   |                                  |                              |
| Salaries/Wages, Full Time                                      | 163,930                   | 64,184                      | 105,900                   | 105,900                                 | 65,179                           | 115,287                      |
| Salaries/Wages, Part Time                                      | 56,709                    | 99,952                      | 96,486                    | 96,486                                  | 93,239                           | 138,600                      |
| Salaries/Wages, PT Sick  | 1,890                     | 1,548                       | -                         | -                                       | -                                | -                            |
| Overtime   | -                         | 184                         | 496                       | 496                                     | -                                | 6,220                        |
| Social Security ER   | 13,797                    | 9,528                       | 12,579                    | 12,579                                  | 9,296                            | 16,127                       |
| Medicare ER  | 3,227                     | 2,228                       | 2,942                     | 2,942                                   | 2,175                            | 3,772                        |
| FUTA   | 239                       | 203                         | 210                       | 210                                     | 255                              | 252                          |
| Workers Comp Ins   | 8,683                     | 4,082                       | 2,759                     | 2,759                                   | 3,901                            | 6,036                        |
| Retirement ER Match  | 6,557                     | 6,012                       | 5,928                     | 5,928                                   | 8,673                            | 6,182                        |
| Health Ins ER- pd  | 19,374                    | 6,092                       | 17,940                    | 17,940                                  | 12,460                           | 19,090                       |
| Dental Ins ER- pd  | -                         | -                           | 993                       | 993                                     | 677                              | -                            |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|                                      |  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|--------------------------------------|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Vision Ins ER- pd                    |  | -                         | -                           | 157                       | 157                                     | 107                              | -                            |
| Life Ins ER- pd                      |  | 590                       | 344                         | 483                       | 483                                     | 347                              | 483                          |
|                                      |  | 274,996                   | 194,357                     | 246,873                   | 246,873                                 | 196,308                          | 312,049                      |
| <b>Professional Services</b>         |  |                           |                             |                           |   |                                  |                              |
| Professional Svcs-Accounting         |  | 22,275                    | 86,728                      | 70,000                    | 70,000                                  | 57,663                           | 60,900                       |
| Professional Svcs-IT                 |  | 63,200                    | 25,902                      | 33,000                    | 33,000                                  | 34,241                           | 64,700                       |
| Professional Svcs-Legal/OJW          |  | 60,000                    | 59,044                      | 60,000                    | 60,000                                  | 92,707                           | 95,000                       |
| Professional Svcs-Other              |  | 160,000                   | 81,102                      | 210,000                   | 210,000                                 | 108,000                          | 125,000                      |
|                                      |  | 305,475                   | 252,776                     | 373,000                   | 373,000                                 | 267,611                          | 345,600                      |
| <b>Administrative/Operations</b>     |  |                           |                             |                           |   |                                  |                              |
| Employee Clothing                    |  | 800                       | -                           | 500                       | 500                                     | -                                | 800                          |
| Employee/BOT/PC Training             |  | 6,900                     | 1,810                       | 5,000                     | 5,000                                   | 5,069                            | 8,000                        |
| Employee/BOT/PC Travel               |  | 6,000                     | 277                         | 3,000                     | 3,000                                   | 457                              | 1,000                        |
| Employee/BOT/PC Per Diem             |  | 5,000                     | 1,240                       | 2,000                     | 2,000                                   | -                                | 200                          |
| Advertising                          |  | 2,000                     | 1,175                       | 2,000                     | 2,000                                   | 1,467                            | 2,000                        |
| Bank Fees/Services                   |  | 700                       | 66                          | 200                       | 200                                     | 12                               | 100                          |
| Communications                       |  | 28,000                    | 26,800                      | 1,800                     | 1,800                                   | 4,729                            | 6,400                        |
| County Treasurer Fees                |  | 18,000                    | 9,523                       | 13,000                    | 13,000                                  | 16,276                           | 12,000                       |
| Election Expense                     |  | 15,000                    | -                           | 12,000                    | 12,000                                  | 1,871                            | 12,000                       |
| Insurance                            |  | 106,000                   | 114,859                     | 100,100                   | 100,100                                 | 92,103                           | 120,400                      |
| Legal Notices/Recordings             |  | 5,000                     | 2,785                       | 5,000                     | 5,000                                   | 1,940                            | 3,000                        |
| Memberships/Registrations            |  | 12,000                    | 13,741                      | 14,000                    | 14,000                                  | 10,940                           | 13,500                       |
| Postage                              |  | 1,000                     | 1,492                       | 1,300                     | 1,300                                   | 1,216                            | 2,400                        |
| Economic Development                 |  | 13,000                    | 1,255                       | 5,000                     | 5,000                                   | -                                | 1,500                        |
| General Supplies                     |  | 20,000                    | 15,023                      | 15,236                    | 15,236                                  | 11,317                           | 15,000                       |
| General Supplies- Elephant Rock      |  | -                         | -                           | -                         | -                                       | -                                | -                            |
| General Services                     |  | 47,807                    | 33,274                      | 27,500                    | 27,500                                  | 20,428                           | 24,500                       |
| General Service- Elephant Rock       |  | -                         | 631                         | 100,000                   | 100,000                                 | 195,000                          | 1,000                        |
| Utilities                            |  | 14,500                    | 11,314                      | 19,000                    | 19,000                                  | 17,489                           | 18,000                       |
| Utilities- Elephant Rock             |  | -                         | 3,372                       | 1,000                     | 1,000                                   | 11,093                           | 12,000                       |
| Utilities- Electric                  |  | 6,600                     | 6,048                       | -                         | -                                       | -                                | -                            |
| Utilities- Electric Elephant Rock    |  | -                         | 3,228                       | -                         | -                                       | -                                | -                            |
| Utilities- Water                     |  | 7,400                     | 8,583                       | -                         | -                                       | -                                | -                            |
| Utilities Water- Elephant Rock       |  | -                         | 1,013                       | -                         | -                                       | -                                | -                            |
| Utilities- Sanitation                |  | 3,100                     | 4,249                       | -                         | -                                       | -                                | -                            |
| Utilities- Sanitation Elephant Rock  |  | -                         | 405                         | -                         | -                                       | -                                | -                            |
| Building Maintenance                 |  | 6,050                     | -                           | 5,000                     | 5,000                                   | 7,000                            | 5,000                        |
| Equipment Maintenance                |  | 1,000                     | -                           | -                         | -                                       | -                                | -                            |
| Miscellaneous Expense                |  | -                         | 776                         | -                         | -                                       | -                                | -                            |
| Vehicle Repair & Maintenance         |  | -                         | -                           | -                         | -                                       | 2,037                            | 1,500                        |
| Fuel                                 |  | 500                       | 213                         | 300                       | 300                                     | 165                              | 400                          |
|                                      |  | 326,357                   | 263,152                     | 332,936                   | 332,936                                 | 400,611                          | 260,700                      |
| <b>Capital Outlays</b>               |  |                           |                             |                           |   |                                  |                              |
| CO State Hist Soc Town Hall ADA Door |  | 42,000                    | -                           | -                         | -                                       | -                                | -                            |
| Capital Improvement                  |  | 220,000                   | 59,529                      | -                         | -                                       | 12,000                           | 15,000                       |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|                                  |  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|----------------------------------|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
|                                  | Capital Improvement- Town Hall           | 32,960                    | -                           | 10,000                    | 10,000                                  | -                                | -                            |
|                                  | Capital Equipment                        | 6,000                     | -                           | -                         | -                                       | -                                | 11,200                       |
|                                  |  | 300,960                   | 59,529                      | 10,000                    | 10,000                                  | 12,000                           | 26,200                       |
|                                  | <b>Total Administration Expenditures</b> | <b>1,207,788</b>          | <b>769,814</b>              | <b>962,809</b>            | <b>962,809</b>                          | <b>876,529</b>                   | <b>944,549</b>               |
| <b>Police Department</b>         |  |                           |                             |                           |   |                                  |                              |
| <u>Salaries and Benefits</u>     |  |                           |                             |                           |   |                                  |                              |
|                                  | Salaries/Wages, Full Time                | 426,105                   | 373,204                     | 400,710                   | 400,710                                 | 362,419                          | 701,828                      |
|                                  | Salaries/Wages, Part Time                | 159,455                   | 114,860                     | 113,104                   | 113,104                                 | 134,557                          | 139,994                      |
|                                  | Salaries/Wages, PT Sick                  | 5,315                     | 937                         | -                         | -                                       | -                                | -                            |
|                                  | Salaries/Wages, STEP                     | 5,000                     | 19,970                      | 10,000                    | 10,000                                  | 8,000                            | 10,000                       |
|                                  | Salaries/Wages, Extra Duty               | 5,000                     | 9,505                       | 8,000                     | 8,000                                   | 7,493                            | 8,000                        |
|                                  | Overtime                                 | 2,049                     | 413                         | 1,798                     | 1,798                                   | 1,120                            | 29,464                       |
|                                  | Social Security ER                       | 11,570                    | 9,807                       | 8,612                     | 8,612                                   | 9,999                            | 12,056                       |
|                                  | Medicare ER                              | 8,597                     | 7,405                       | 7,476                     | 7,476                                   | 7,212                            | 12,895                       |
|                                  | FUTA                                     | 512                       | 472                         | 512                       | 512                                     | 627                              | 554                          |
|                                  | Worker Comp Ins                          | 34,876                    | 20,193                      | 19,985                    | 19,985                                  | 19,740                           | 51,932                       |
|                                  | Retirement ER Match                      | 17,044                    | 7,224                       | 17,030                    | 17,030                                  | 7,047                            | 21,154                       |
|                                  | FPPA                                     | 38,599                    | 31,155                      | 37,671                    | 37,671                                  | 30,783                           | 71,067                       |
|                                  | FPPA D&D                                 | 13,814                    | 11,150                      | 13,562                    | 13,562                                  | 11,081                           | 25,719                       |
|                                  | Health Insurance                         | 51,664                    | 16,449                      | 32,760                    | 32,760                                  | 22,796                           | 68,060                       |
|                                  | Dental Ins ER- pd                        | -                         | -                           | 1,813                     | 1,813                                   | 1,468                            | -                            |
|                                  | Vision Ins ER- pd                        | -                         | -                           | 287                       | 287                                     | 232                              | -                            |
|                                  | Life Ins ER- pd                          | 1,572                     | 1,320                       | 1,302                     | 1,302                                   | 1,288                            | 2,142                        |
|                                  |  | 781,175                   | 624,064                     | 674,622                   | 674,622                                 | 625,861                          | 1,154,866                    |
| <u>Professional Services</u>     |  |                           |                             |                           |   |                                  |                              |
|                                  | Professional Svcs-IT                     | -                         | 5,093                       | 16,200                    | 16,200                                  | 16,500                           | 18,300                       |
|                                  | Professional Svcs-Other                  | -                         | -                           | 96,400                    | 96,400                                  | 9,328                            | 96,100                       |
|                                  |  | -                         | 5,093                       | 112,600                   | 112,600                                 | 25,828                           | 114,400                      |
| <u>Administrative/Operations</u> |  |                           |                             |                           |   |                                  |                              |
|                                  | Employee Clothing                        | 7,077                     | 3,895                       | 4,120                     | 4,120                                   | 2,487                            | 7,700                        |
|                                  | Employee Training                        | 5,300                     | 2,280                       | 3,000                     | 3,000                                   | 9,016                            | 10,000                       |
|                                  | Employee Travel                          | 4,160                     | 179                         | 3,400                     | 3,400                                   | 3,761                            | 3,100                        |
|                                  | Employee Per Diem                        | 2,560                     | 162                         | 1,000                     | 1,000                                   | 189                              | 500                          |
|                                  | Subject Testing                          | 1,000                     | -                           | 1,000                     | 1,000                                   | 528                              | 5,000                        |
|                                  | Communications                           | 8,400                     | 6,050                       | 20,525                    | 20,525                                  | 11,152                           | 22,175                       |
|                                  | Memberships/Registrations                | 3,940                     | 12,136                      | 13,000                    | 13,000                                  | 16,128                           | 13,000                       |
|                                  | General Supplies                         | 12,292                    | 8,652                       | 10,000                    | 10,000                                  | 31,343                           | 40,000                       |
|                                  | General Services                         | 6,500                     | 1,686                       | 3,000                     | 3,000                                   | 12,769                           | 9,000                        |
|                                  | Utilities                                | -                         | -                           | 3,800                     | 3,800                                   | 3,771                            | 5,000                        |
|                                  | Building Maintenance                     | 8,600                     | -                           | 1,000                     | 1,000                                   | 3,500                            | 10,000                       |
|                                  | Equipment Maintenance                    | 2,280                     | -                           | -                         | -                                       | 599                              | 3,000                        |
|                                  | Repair & Maintenance                     | -                         | 2,951                       | -                         | -                                       | -                                | -                            |
|                                  | Miscellaneous Expense                    | -                         | -                           | -                         | -                                       | -                                | -                            |
|                                  | STEP Expenditures                        | -                         | 2,613                       | -                         | -                                       | -                                | -                            |
|                                  | Vehicle Repair & Maintenance             | 6,863                     | 6,502                       | 5,000                     | 5,000                                   | 20,580                           | 21,000                       |
|                                  | Fuel                                     | 28,000                    | 17,067                      | 18,000                    | 18,000                                  | 14,373                           | 2                            |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|   | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|---|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Police Donations/ Grant Expense             | 5,000                     | 7,271                       | -                         | -                                       | -                                | -                            |
|   | 101,972                   | 71,444                      | 86,845                    | 86,845                                  | 130,196                          | 169,475                      |
| <b>Capital Outlays</b>                      |                           |                             |                           |   |                                  |                              |
| Capital Improvement                         | -                         | -                           | 5,000                     | 5,000                                   | -                                | 7,000                        |
| Capital Equipment                           | 25,428                    | -                           | 75,000                    | 75,000                                  | 112,060                          | 5,000                        |
|   | 25,428                    | -                           | 80,000                    | 80,000                                  | 112,060                          | 12,000                       |
| <b>Total Police Department Expenditures</b> | <b>908,574</b>            | <b>700,601</b>              | <b>954,067</b>            | <b>954,067</b>                          | <b>893,945</b>                   | <b>1,450,741</b>             |
| <b>Fire Department</b>                      |                           |                             |                           |   |                                  |                              |
| <b>Salaries and Benefits</b>                |                           |                             |                           |   |                                  |                              |
| Salaries/Wages, Full Time                   | 468,605                   | 308,487                     | 374,124                   | 374,124                                 | 356,204                          | 615,003                      |
| Salaries/Wages, Part Time                   | 100,930                   | 53,817                      | 62,612                    | 62,612                                  | 49,017                           | 59,174                       |
| Salaries/Wages, PT Sick                     | 3,364                     | -                           | -                         | -                                       | -                                | -                            |
| Overtime                                    | 44,805                    | 33,525                      | 31,909                    | 31,909                                  | 53,561                           | 85,087                       |
| Fire Deployment                             | 50,000                    | 32,991                      | 20,000                    | 20,000                                  | 29,853                           | 25,000                       |
| Social Security ER                          | 7,694                     | 6,212                       | 5,370                     | 5,370                                   | 4,849                            | 8,232                        |
| Medicare ER                                 | 8,957                     | 5,982                       | 6,795                     | 6,795                                   | 6,809                            | 11,372                       |
| FUTA  | 638                       | 438                         | 344                       | 344                                     | 513                              | 470                          |
| Workers Comp Ins                            | 45,203                    | 19,199                      | 21,903                    | 21,903                                  | 30,217                           | 56,329                       |
| Retirement ER Match                         | 20,536                    | 4,298                       | 17,256                    | 17,256                                  | 5,352                            | 17,972                       |
| FPPA ER                                     | 46,893                    | 26,541                      | 38,203                    | 38,203                                  | 35,829                           | 68,407                       |
| FPPA D&D                                    | 16,783                    | 9,499                       | 13,753                    | 13,753                                  | 12,899                           | 24,757                       |
| FPPA Volunteer Pension Fund                 | -                         | 3,808                       | 2,519                     | 2,519                                   | 2,519                            | 2,519                        |
| Health Ins ER- pd                           | 51,664                    | 14,524                      | 32,760                    | 32,760                                  | 28,955                           | 55,610                       |
| Dental Ins ER- pd                           | -                         | -                           | 1,813                     | 1,813                                   | 3,956                            | -                            |
| Vision Ins ER- pd                           | -                         | -                           | 287                       | 287                                     | 523                              | -                            |
| Life Ins ER- pd                             | 1,572                     | 889                         | 1,092                     | 1,092                                   | 1,236                            | 1,512                        |
|   | 867,644                   | 520,210                     | 630,741                   | 630,741                                 | 622,294                          | 1,031,443                    |
| <b>Professional Services</b>                |                           |                             |                           |   |                                  |                              |
| Professional Svcs-IT                        | -                         | 4,003                       | 10,000                    | 10,000                                  | 15,369                           | 17,700                       |
|   | -                         | 4,003                       | 10,000                    | 10,000                                  | 15,369                           | 17,700                       |
| <b>Administrative/Operations</b>            |                           |                             |                           |   |                                  |                              |
| Employee Clothing                           | 6,703                     | 3,360                       | 5,000                     | 5,000                                   | 2,011                            | 12,000                       |
| Employee Training                           | 17,473                    | 7,319                       | 10,000                    | 10,000                                  | 7,049                            | 12,000                       |
| Employee Travel                             | 4,000                     | -                           | 2,000                     | 2,000                                   | 631                              | 1,000                        |
| Employee Per Diem                           | 3,500                     | 43                          | 2,000                     | 2,000                                   | 84                               | 200                          |
| Communications                              | 17,000                    | 7,432                       | 17,200                    | 17,200                                  | 7,039                            | 11,325                       |
| Memberships/Registrations                   | 980                       | 2,819                       | 400                       | 400                                     | 247                              | 400                          |
| General Supplies                            | 17,500                    | 19,671                      | 15,000                    | 15,000                                  | 3,501                            | 11,600                       |
| Medical Equip/Supplies                      | 5,000                     | 1,937                       | 2,500                     | 2,500                                   | 3,491                            | 5,000                        |
| General Services                            | 31,764                    | 6,300                       | 16,000                    | 16,000                                  | 20,728                           | 12,000                       |
| Utilities                                   | -                         | -                           | 4,500                     | 4,500                                   | 6,411                            | 7,000                        |
| Building Maintenance                        | -                         | 40                          | 3,000                     | 3,000                                   | 4,593                            | 7,500                        |
| Equipment Maintenance                       | 7,000                     | 2,060                       | 5,000                     | 5,000                                   | 2,287                            | 3,000                        |
| Repair & Maintenance - Building             | 4,500                     | -                           | -                         | -                                       | -                                | -                            |
| Fire Deployment Expenses                    | -                         | 19,917                      | 10,000                    | 10,000                                  | 16,000                           | 12,500                       |
| Vehicle Licenses/Fees                       | 2,000                     | -                           | -                         | -                                       | -                                | -                            |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|   | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|---|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Vehicle Repair & Maintenance              | 20,000                    | 27,695                      | 25,000                    | 25,000                                  | 11,404                           | 30,000                       |
| Fuel                                      | 15,000                    | 10,367                      | 11,000                    | 11,000                                  | 13,571                           | 12,500                       |
|   | 152,420                   | 108,960                     | 128,600                   | 128,600                                 | 99,045                           | 138,025                      |
| <b>Capital Outlays</b>                    |                           |                             |                           |   |                                  |                              |
| Capital Improvements                      | -                         | -                           | -                         | -                                       | -                                | -                            |
| Capital Equipment                         | 137,000                   | -                           | -                         | -                                       | 46,860                           | 15,000                       |
|   | 137,000                   | -                           | -                         | -                                       | 46,860                           | 15,000                       |
| <b>Total Fire Department Expenditures</b> | <b>1,157,064</b>          | <b>633,173</b>              | <b>769,341</b>            | <b>769,341</b>                          | <b>783,568</b>                   | <b>1,202,168</b>             |
| <b>Public Works Department - Roads</b>    |                           |                             |                           |   |                                  |                              |
| <b>Salaries and Benefits</b>              |                           |                             |                           |   |                                  |                              |
| Salaries/Wages, Full Time                 | 179,954                   | 147,145                     | 206,389                   | 206,389                                 | 151,716                          | 203,360                      |
| Salaries/Wages, Part Time                 | 58,826                    | 37,152                      | 55,574                    | 55,574                                  | 28,125                           | 23,623                       |
| Salaries/Wages, PT Sick                   | 1,961                     | 171                         | -                         | -                                       | -                                | -                            |
| Overtime                                  | 836                       | 1,153                       | 917                       | 917                                     | 1,005                            | 7,944                        |
| Social Security ER                        | 14,978                    | 11,240                      | 16,299                    | 16,299                                  | 10,853                           | 14,565                       |
| Medicare ER                               | 3,503                     | 2,629                       | 3,812                     | 3,812                                   | 2,539                            | 3,406                        |
| FUTA                                      | 260                       | 236                         | 260                       | 260                                     | 249                              | 218                          |
| Workers Comp Ins                          | 23,977                    | 14,300                      | 15,537                    | 15,537                                  | 15,150                           | 31,933                       |
| Retirement ER Match                       | 7,232                     | 3,356                       | 8,810                     | 8,810                                   | 731                              | 5,317                        |
| Health Insurance ER                       | 22,962                    | 3,377                       | 24,960                    | 24,960                                  | 16,651                           | 26,560                       |
| Dental Ins ER- pd                         | -                         | -                           | 1,382                     | 1,382                                   | 988                              | -                            |
| Vision Ins ER- pd                         | -                         | -                           | 287                       | 287                                     | 191                              | -                            |
| Life Ins ER - pd                          | 699                       | 480                         | 672                       | 672                                     | 475                              | 672                          |
|   | 315,186                   | 221,239                     | 334,898                   | 334,898                                 | 228,673                          | 317,600                      |
| <b>Professional Services</b>              |                           |                             |                           |   |                                  |                              |
| Professional Svcs-IT                      | -                         | -                           | 1,300                     | 1,300                                   | 1,173                            | 1,300                        |
| Professional Services - MS4               | -                         | -                           | 10,000                    | 10,000                                  | 3,351                            | 10,000                       |
| Professional Svcs Other                   | 10,000                    | 12,581                      | 29,000                    | 29,000                                  | 18,060                           | 20,000                       |
| Professional Svcs-Other-M4                | 10,000                    | -                           | -                         | -                                       | -                                | -                            |
| Professional Svcs-Other-Engineering       | 10,000                    | 7,138                       | -                         | -                                       | -                                | -                            |
|   | 30,000                    | 19,719                      | 40,300                    | 40,300                                  | 22,584                           | 31,300                       |
| <b>Administrative/Operations</b>          |                           |                             |                           |   |                                  |                              |
| Employee Clothing                         | 750                       | 1,138                       | 700                       | 700                                     | 1,153                            | 1,500                        |
| Employee Training                         | 811                       | -                           | 500                       | 500                                     | 6,253                            | 1,000                        |
| Employee Travel                           | 250                       | -                           | 200                       | 200                                     | -                                | 200                          |
| Employee Per Diem                         | 200                       | -                           | 200                       | 200                                     | -                                | 100                          |
| Communications                            | -                         | -                           | 2,000                     | 2,000                                   | 1,048                            | 2,000                        |
| Memberships/Registrations                 | 750                       | 519                         | 700                       | 700                                     | 616                              | 1,500                        |
| General Supplies                          | 4,000                     | 3,134                       | 4,000                     | 4,000                                   | 2,493                            | 3,500                        |
| Signs Parts/Supplies                      | 5,000                     | 2,627                       | 3,500                     | 3,500                                   | -                                | 9,000                        |
|   | 35,900                    | 45,156                      | 40,000                    | 40,000                                  | 11,263                           | 50,000                       |
| Utilities                                 | -                         | 3,346                       | 3,700                     | 3,700                                   | 3,828                            | 4,000                        |
| Street Lights- Road                       | 13,200                    | 7,550                       | 13,000                    | 13,000                                  | 13,203                           | 14,000                       |
| Building Maintenance                      | 6,000                     | 2,699                       | 5,000                     | 5,000                                   | 812                              | 2,500                        |
| Equipment Maintenance                     | -                         | 381                         | 1,000                     | 1,000                                   | 4,584                            | 4,500                        |
| Road/Street Material                      | 35,000                    | 25,843                      | 30,000                    | 30,000                                  | 35,315                           | 35,000                       |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|   | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|---|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| Dust Control  | 18,000                    | 13,807                      | 18,000                    | 18,000                                  | -                                | 14,000                       |
| Culverts  | 5,000                     | 5,044                       | 5,000                     | 5,000                                   | -                                | 8,000                        |
| Vehicle Repair & Maintenance                        | 4,000                     | 5,766                       | 6,000                     | 6,000                                   | 8,821                            | 7,000                        |
| Repair - Heavy Equipment                            | 20,000                    | 5,576                       | 20,000                    | 20,000                                  | 9,893                            | 15,000                       |
| Fuel  | 18,000                    | 11,745                      | 14,000                    | 14,000                                  | 11,175                           | 15,000                       |
|   | 166,861                   | 134,331                     | 167,500                   | 167,500                                 | 110,457                          | 187,800                      |
| <b>Capital Outlays</b>                              |                           |                             |                           |   |                                  |                              |
| Capital Improvements - Building                     | -                         | -                           | 12,000                    | 12,000                                  | -                                | 15,000                       |
| Capital Improvements - Roads                        | 463,014                   | 159,791                     | 100,000                   | 100,000                                 | -                                | 30,000                       |
| Capital Improvement - Drainage                      | 90,000                    | -                           | 90,000                    | 90,000                                  | -                                | 90,000                       |
| CDOT Overlay Maint.                                 | 200,000                   | 244,842                     | -                         | -                                       | -                                | -                            |
| CDOT PL Elem Sch Rd Improv                          | 145,682                   | 99,700                      | 1,006,580                 | 1,015,357                               | 1,015,357                        | -                            |
| Capital Imp - Spruce Mtn Rd                         | -                         | -                           | 247,000                   | 247,000                                 | -                                | 1,499,996                    |
| Capital Imp - Sidewalk Design                       | -                         | 2,207                       | 218,000                   | 218,000                                 | 37,000                           | 181,000                      |
| Capital Equipment                                   | 37,000                    | 5,700                       | -                         | -                                       | -                                | 10,000                       |
|   | 935,696                   | 512,240                     | 1,673,580                 | 1,682,357                               | 1,052,357                        | 1,825,996                    |
| <b>Total PW Dept - Roads Expenditures</b>           | <b>1,447,743</b>          | <b>887,529</b>              | <b>2,216,278</b>          | <b>2,225,055</b>                        | <b>1,414,071</b>                 | <b>2,362,696</b>             |
| <b>Public Works Department - Parks Expenditures</b> |                           |                             |                           |   |                                  |                              |
| <b>Administrative/Operations</b>                    |                           |                             |                           |   |                                  |                              |
| Employee Clothing                                   | 200                       | 223                         | 200                       | 200                                     | -                                | 250                          |
| Employee Training                                   | 250                       | -                           | 200                       | 200                                     | -                                | 450                          |
| Memberships/Registrations                           | 100                       | -                           | 100                       | 100                                     | -                                | 200                          |
| Parks Committee                                     | 1,000                     | -                           | -                         | -                                       | -                                | -                            |
| General Supplies                                    | 7,090                     | 12,392                      | 8,000                     | 8,000                                   | 9,977                            | 12,000                       |
| General Services                                    | 14,800                    | 19,165                      | 20,000                    | 20,000                                  | 15,187                           | 20,000                       |
| Utilities   | -                         | -                           | 4,600                     | 4,600                                   | 5,044                            | 5,600                        |
| Equipment Maintenance                               | 1,000                     | 417                         | 1,000                     | 1,000                                   | 357                              | 1,000                        |
| Vehicle Repair                                      | 1,000                     | 460                         | 1,000                     | 1,000                                   | -                                | 1,000                        |
| Fuel/Lubricants                                     | 1,600                     | 2,438                       | 3,500                     | 3,500                                   | 1,297                            | 4,000                        |
| Parks Committee (donations)                         | 2,500                     | -                           | -                         | -                                       | -                                | -                            |
| Parking Kiosk Expenses                              | -                         | 3,707                       | 3,500                     | 3,500                                   | 3,088                            | 3,100                        |
|   | 29,540                    | 38,802                      | 42,100                    | 42,100                                  | 34,951                           | 47,600                       |
| <b>Capital Outlays</b>                              |                           |                             |                           |   |                                  |                              |
| Capital Improvements                                | -                         | 48,468                      | 31,000                    | 31,000                                  | 41,089                           | 30,000                       |
| Capital Equipment                                   | 56,125                    | 23,600                      | -                         | -                                       | -                                | -                            |
|   | 56,125                    | 72,068                      | 31,000                    | 31,000                                  | 41,089                           | 30,000                       |
| <b>Total PW Dept - Parks Expenditures</b>           | <b>85,665</b>             | <b>110,870</b>              | <b>73,100</b>             | <b>73,100</b>                           | <b>76,040</b>                    | <b>77,600</b>                |
| <b>Total Departments Expenditures</b>               | <b>3,599,046</b>          | <b>2,332,173</b>            | <b>4,012,787</b>          | <b>4,021,564</b>                        | <b>3,167,625</b>                 | <b>5,093,205</b>             |
| <b>Total Admin and Dept Expenditures</b>            | <b>4,806,833</b>          | <b>3,101,987</b>            | <b>4,975,596</b>          | <b>4,984,373</b>                        | <b>4,044,154</b>                 | <b>6,037,754</b>             |

# TOWN OF PALMER LAKE

Item 11.

## GENERAL FUND

### 2025 Budget DRAFT

|  |  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|--|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| <b>TOTAL REVENUE AND UNASSIGNED FUND BALANCE OVER (UNDER) EXPENDITURES</b>   |  | (180,139)                 | 3,661,915                   | 3,058,902                 | 3,364,692                               | 4,506,325                        | 4,037,102                    |
| <b>TOTAL REVENUE OVER (UNDER) EXPENDITURES</b>                               |  | (180,139)                 | 781,512                     | (217,165)                 | (297,223)                               | 844,410                          | (469,223)                    |
| <b>APPROPRIATE FROM UNASSIGNED FUND BALANCE</b>                              |  | -                         | -                           | 217,165                   | 297,223                                 | -                                | 469,223                      |
| <b>FUND BALANCE - BEG OF YEAR</b>  |  | 2,749,080                 | 2,880,403                   | 3,276,067                 | 3,661,915                               | 3,661,915                        | 4,506,325                    |
| <b>FUND BALANCE - END OF YEAR**</b>  |  | \$ 2,568,941              | \$ 3,661,915                | \$ 3,058,902              | \$ 3,364,692                            | \$ 4,506,325                     | \$ 4,037,102                 |
| <i>**3 month Operating Reserve as recommended by State of Colorado</i>       |  |                           |                             |                           |   |                                  |                              |
| <i>\$775,497 in 2023</i>   |  |                           |                             |                           |   |                                  |                              |
| *These revenues are restricted internally or externally, in full or in part. |  |                           |                             |                           |   |                                  |                              |

# TOWN OF PALMER LAKE

Item 11.

## WATER FUND 2025 Budget DRAFT

|  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |  |
|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|--|
| Description  |                           |                             |                           |   |                                  |                              |  |
| <b>WATER FUND REVENUE</b>                              |                           |                             |                           |   |                                  |                              |  |
| Water Billing Revenue                                  | \$ 940,000                | \$ 1,056,274                | \$ 1,375,000              | \$ 1,375,000                            | \$ 1,408,852                     | \$ 1,438,257                 |  |
| Water Improvement Fee                                  | 55,000                    | 60,919                      | 74,000                    | 74,000                                  | 75,565                           | 79,626                       |  |
| Water Loan Revenue                                     | 216,000                   | 215,962                     | 216,000                   | 216,000                                 | 216,455                          | 217,596                      |  |
| Water Tap Fees   | 100,000                   | 81,332                      | 72,000                    | 72,000                                  | 22,056                           | 75,090                       |  |
| Water Meter/ Parts                                     | 3,000                     | 3,330                       | 2,550                     | 2,550                                   | -                                | 2,550                        |  |
| Late Fees/ Service Fees                                | 14,000                    | 19,722                      | 16,000                    | 16,000                                  | 20,540                           | 15,000                       |  |
| Water Reserve/Savings Interest                         | 7,000                     | 31,205                      | 24,000                    | 24,000                                  | 34,015                           | 30,000                       |  |
| Water Revenue Interest                                 | 7,000                     | -                           | -                         | -                                       | -                                | -                            |  |
| Misc. Income   | 200                       | 1,555                       | -                         | -                                       | 1,060                            | -                            |  |
| Water Dept. Misc. Revenue / TANK                       | 10,000                    | -                           | -                         | -                                       | -                                | -                            |  |
| American Rescue Plan                                   | 259,238                   | 232,054                     | 117,390                   | 103,669                                 | 103,669                          | -                            |  |
| PLES Upper Glenway Water Improvement                   | -                         | -                           | 101,520                   | 287,697                                 | 287,697                          | -                            |  |
| Water Grants   | -                         | -                           | -                         | -                                       | 7,500                            | -                            |  |
| <b>Total Revenue</b>                                   | <b>1,611,438</b>          | <b>1,702,353</b>            | <b>1,998,460</b>          | <b>2,170,916</b>                        | <b>2,177,409</b>                 | <b>1,858,119</b>             |  |
| Unassigned Fund Balance                                | -                         | 958,494                     | 1,173,080                 | 1,304,220                               | 1,304,220                        | 1,429,280                    |  |
| (Less) Restricted Fund Balance                         | -                         | (216,571)                   | (279,820)                 | (216,571)                               | (216,571)                        | (216,571)                    |  |
| Unrestricted Fund Balance                              | -                         | 741,923                     | 893,260                   | 1,087,649                               | 1,087,649                        | 1,212,709                    |  |
| <b>Total Revenue and<br/>Unrestricted Fund Balance</b> | <b>1,611,438</b>          | <b>2,444,276</b>            | <b>2,891,720</b>          | <b>3,258,565</b>                        | <b>3,265,058</b>                 | <b>3,070,828</b>             |  |
| <b>WATER FUND EXPENDITURES</b>                         |                           |                             |                           |   |                                  |                              |  |
| <u>Salaries and Benefits</u>                           |                           |                             |                           |   |                                  |                              |  |
| Salaries/Wages, Full Time                              | 423,291                   | 302,129                     | 373,082                   | 373,082                                 | 342,313                          | 396,224                      |  |
| Salaries/Wages, Part Time                              | -                         | 23,907                      | 24,414                    | 24,414                                  | 25,461                           | 28,619                       |  |
| Salaries/Wages, PT Sick                                | -                         | 27                          | -                         | -                                       | -                                | -                            |  |
| On-call Pay  | 15,308                    | 22                          | 15,768                    | 15,768                                  | -                                | 23,349                       |  |
| Overtime   | 1,482                     | 539                         | 1,311                     | 1,311                                   | 2,213                            | 17,535                       |  |
| Social Security ER                                     | 27,285                    | 19,842                      | 25,704                    | 25,704                                  | 23,651                           | 28,875                       |  |
| Medicare ER  | 6,381                     | 4,640                       | 6,011                     | 6,011                                   | 5,277                            | 6,753                        |  |
| FUTA   | 239                       | 210                         | 227                       | 227                                     | 304                              | 227                          |  |
| Workers Comp Ins                                       | 29,172                    | 16,960                      | 12,703                    | 12,703                                  | 16,573                           | 30,986                       |  |
| Retirement ER Match                                    | 17,603                    | 2,990                       | 17,185                    | 17,185                                  | 3,309                            | 11,634                       |  |
| Health Ins ER- pd                                      | 40,900                    | 9,122                       | 39,780                    | 39,780                                  | 13,252                           | 34,030                       |  |
| Dental Ins ER- pd                                      | -                         | -                           | 2,202                     | 2,202                                   | 1,252                            | -                            |  |
| Vision Ins ER- pd                                      | -                         | -                           | 348                       | 348                                     | 199                              | -                            |  |
| Life Ins ER- pd  | 1,245                     | 892                         | 1,014                     | 1,014                                   | 1,085                            | 1,071                        |  |
|  | <b>562,906</b>            | <b>381,280</b>              | <b>519,749</b>            | <b>519,749</b>                          | <b>434,891</b>                   | <b>579,304</b>               |  |
| <u>Professional Services</u>                           |                           |                             |                           |   |                                  |                              |  |
| Professional Svcs- Acctg                               | 45,225                    | 37,541                      | 30,000                    | 30,000                                  | 23,959                           | 26,100                       |  |
| Professional Svcs IT/ Water Billing                    | 78,000                    | 63,330                      | 62,000                    | 62,000                                  | 61,025                           | 75,500                       |  |
| Professional Svcs- Legal                               | 20,000                    | 5,177                       | 10,000                    | 10,000                                  | 3,157                            | 6,000                        |  |
| Professional Svcs- Other                               | 40,000                    | 19,011                      | 35,000                    | 35,000                                  | 2,085                            | 25,000                       |  |
|  | <b>183,225</b>            | <b>125,059</b>              | <b>137,000</b>            | <b>137,000</b>                          | <b>90,227</b>                    | <b>132,600</b>               |  |

# TOWN OF PALMER LAKE

Item 11.

## WATER FUND 2025 Budget DRAFT

|   |  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|---|--|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| <b>Administrative/Operations</b>              |  |                           |                             |                           |   |                                  |                              |
| Employee Clothing                             |  | 1,000                     | 568                         | 1,000                     | 1,000                                   | 621                              | 1,000                        |
| Employee Training                             |  | 4,500                     | -                           | 3,000                     | 3,000                                   | 1,673                            | 3,000                        |
| Employee Travel                               |  | 6,000                     | 91                          | 300                       | 300                                     | -                                | 200                          |
| Employee Per Diem                             |  | 3,000                     | -                           | 500                       | 500                                     | -                                | 100                          |
| Bank Fees/ Services                           |  | 100                       | -                           | 100                       | 100                                     | -                                | 100                          |
| Communications                                |  | 3,100                     | 4,334                       | 3,000                     | 3,000                                   | 1,763                            | 2,800                        |
| Insurance                                     |  | 13,400                    | 14,775                      | 42,900                    | 42,900                                  | 38,629                           | 51,600                       |
| Publication / Legal Notices                   |  | 500                       | -                           |                           |   | -                                | -                            |
| Membership/ Registrations                     |  | 10,000                    | 8,201                       | 10,000                    | 10,000                                  | 7,467                            | 8,500                        |
| Misc. Expenses                                |  | 800                       | -                           | -                         | -                                       | -                                | -                            |
| General Supplies                              |  | -                         | -                           | 1,000                     | 1,000                                   | 1,229                            | 2,500                        |
| General Supplies- Treatment                   |  | 49,000                    | 47,888                      | 50,000                    | 50,000                                  | 52,809                           | 55,000                       |
| General Supplies - Distribution               |  | 3,000                     | 8,925                       | 8,000                     | 8,000                                   | 38,765                           | 30,000                       |
| Water Meters/ Parts Replace                   |  | 2,000                     | 1,053                       | 10,000                    | 10,000                                  | 12,520                           | 10,000                       |
| General Services                              |  | 27,870                    | 11,907                      | 39,000                    | 39,000                                  | 1,531                            | 12,000                       |
| General Svc/Maint - Treatment                 |  | 22,000                    | 58,024                      | 45,000                    | 45,000                                  | 46,289                           | 50,000                       |
| General Svc/Maint - Distribution              |  | 22,000                    | 42,622                      | 40,000                    | 40,000                                  | 17,253                           | 40,000                       |
| Utilities                                     |  | 83,000                    | 70,585                      | 135,000                   | 135,000                                 | 118,292                          | 120,000                      |
| Utilities - Natural Gas                       |  | 18,400                    | 2,266                       | -                         | -                                       | -                                | -                            |
| Utilities- Water                              |  | 12,500                    | 19,554                      | -                         | -                                       | -                                | -                            |
| Utilities- Sanitation                         |  | 16,400                    | 14,898                      | -                         | -                                       | -                                | -                            |
| Utilities- Sanitation                         |  | 45,000                    | -                           | -                         | -                                       | -                                | -                            |
| Equipment Maintenance                         |  | 19,539                    | -                           | -                         | -                                       | -                                | -                            |
| Water Meters / Repairs                        |  | 3,000                     | -                           | -                         | -                                       | -                                | -                            |
| Building Maintenance                          |  | 2,000                     | 5,586                       | 5,000                     | 5,000                                   | 32                               | 3,500                        |
| Vehicle Repair/ Maint                         |  | 8,000                     | 15,616                      | 12,000                    | 12,000                                  | 33,228                           | 16,000                       |
| Fuel  |  | 10,000                    | 9,421                       | 9,500                     | 9,500                                   | 7,289                            | 10,000                       |
| Water Quality Tests                           |  | 23,731                    | 10,626                      | 10,000                    | 10,000                                  | 4,705                            | 11,000                       |
| Reservoirs / Dam Maintenance                  |  | 13,000                    | 13,002                      | 13,000                    | 13,000                                  | 13,989                           | 16,000                       |
|   |  | <b>422,840</b>            | <b>359,942</b>              | <b>438,300</b>            | <b>438,300</b>                          | <b>398,087</b>                   | <b>443,300</b>               |
| <b>Capital Outlays</b>                        |  |                           |                             |                           |   |                                  |                              |
| Capital Improvement - Building                |  | 262,541                   | -                           | 12,000                    | 12,000                                  | -                                | 15,000                       |
| Capital Improvement - Treatment               |  | -                         | 43,985                      | 5,000                     | 5,000                                   | 54,111                           | 10,000                       |
| Capital Improvement - Distribution            |  | -                         | -                           | 150,000                   | 150,000                                 | 200,665                          | 185,000                      |
| Capital Improvement (Dist) - PLES Upper Glenw |  | -                         | -                           | 141,900                   | 522,326                                 | 522,326                          | -                            |
| Capital Improvement - Shady Ln                |  | -                         | -                           | 183,000                   | 183,000                                 | -                                | 180,000                      |
| ARP - Expenses                                |  | -                         | 232,054                     | 117,390                   | 103,669                                 | 103,669                          | -                            |
| Capital- CL2                                  |  | 33,984                    | -                           | -                         | -                                       | -                                | -                            |
| Capital Equipment                             |  | 92,000                    | 14,560                      | 40,000                    | 40,000                                  | 10,560                           | 64,800                       |
|   |  | <b>388,525</b>            | <b>290,599</b>              | <b>649,290</b>            | <b>1,015,995</b>                        | <b>891,331</b>                   | <b>454,800</b>               |
| <b>Debt Service</b>                           |  |                           |                             |                           |   |                                  |                              |
| CWRPDA 2009 Principal                         |  | 89,078                    | 90,869                      | 101,229                   | 92,695                                  | 92,695                           | 94,558                       |
| CWRPDA 2009 Interest                          |  | 15,983                    | 13,700                      | 13,406                    | 12,276                                  | 12,276                           | 10,413                       |
| CWRPDA 2018 Principal                         |  | 48,845                    | 49,827                      | 50,829                    | 50,829                                  | 50,829                           | 51,850                       |
| CWRPDA 2018 Interest                          |  | 19,323                    | 18,175                      | 17,340                    | 17,340                                  | 17,340                           | 16,318                       |
| General Fund Loan- Principal                  |  | -                         | -                           | 14,375                    | 14,375                                  | 14,374                           | 29,181                       |
| General Fund Loan- Interest                   |  | 10,000                    | 10,000                      | 10,000                    | 10,000                                  | 10,000                           | 9,567                        |
|   |  | <b>183,229</b>            | <b>182,571</b>              | <b>207,179</b>            | <b>197,515</b>                          | <b>197,513</b>                   | <b>211,887</b>               |

# TOWN OF PALMER LAKE

Item 11.

## WATER FUND 2025 Budget DRAFT

|   |                          | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | Proposed<br>Amended<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|---|--------------------------|---------------------------|-----------------------------|---------------------------|---|----------------------------------|------------------------------|
| <b>Other Uses</b>   |                          |                           |                             |                           |   |                                  |                              |
|   | Transfers to Other Funds | -                         | -                           | -                         | 40,300                                  | 40,300                           | -                            |
|   |                          | -                         | -                           | -                         | 40,300                                  | 40,300                           | -                            |
| <b>Total Expenditures and Other Uses</b>  |                          | <b>1,740,725</b>          | <b>1,339,451</b>            | <b>1,951,518</b>          | <b>2,348,859</b>                        | <b>2,052,348</b>                 | <b>1,821,891</b>             |
| <b>TOTAL REVENUE AND UNRESTRICTED FUND BALANCE OVER (UNDER) EXPENDITURES AND OTHER USES</b> |                          | <b>(129,287)</b>          | <b>1,104,825</b>            | <b>940,201</b>            | <b>909,706</b>                          | <b>1,212,709</b>                 | <b>1,248,937</b>             |
| <b>TOTAL REVENUE OVER (UNDER) EXPENDITURES AND OTHER USES</b>                               |                          | <b>(129,287)</b>          | <b>362,902</b>              | <b>46,942</b>             | <b>(177,943)</b>                        | <b>125,060</b>                   | <b>36,228</b>                |
| <b>APPROPRIATE FROM UNASSIGNED FUND BALANCE</b>   |                          | <b>129,287</b>            | <b>-</b>                    | <b>-</b>                  | <b>177,943</b>                          | <b>-</b>                         | <b>-</b>                     |
| <b>FUND BALANCE - BEG OF YEAR</b>   |                          | <b>958,494</b>            | <b>941,318</b>              | <b>1,173,080</b>          | <b>1,304,220</b>                        | <b>1,304,220</b>                 | <b>1,429,280</b>             |
| <b>FUND BALANCE - END OF YEAR*</b>  |                          | <b>\$ 829,207</b>         | <b>\$ 1,304,220</b>         | <b>\$ 1,220,022</b>       | <b>\$ 1,126,277</b>                     | <b>\$ 1,429,280</b>              | <b>\$ 1,465,508</b>          |
| <i>*3 month Operating Reserve required by CWR&amp;PDA</i>                                   |                          |                           |                             |                           |   |                                  |                              |
| <i>\$216,571 per 2023 audit</i>   |                          |                           |                             |                           |   |                                  |                              |

# TOWN OF PALMER LAKE

Item 11.

## CONSERVATION TRUST FUND

### 2025 Budget DRAFT

|  |  | Final<br>Budget<br>FY2023 | Audited<br>Actual<br>FY2023 | Final<br>Budget<br>FY2024 | YTD Estimate<br>Ending<br>FY2024 | Proposed<br>Budget<br>FY2025 |
|--|--|---------------------------|-----------------------------|---------------------------|----------------------------------|------------------------------|
| Description  |  |                           |                             |                           |                                  |                              |
| <b>CTF REVENUE</b>   |  |                           |                             |                           |                                  |                              |
| Interest Income- CTF   |  | \$ 400                    | \$ 1,473                    | \$ 1,200                  | \$ 1,605                         | \$ 1,425                     |
| CTF Revenue  |  | 36,140                    | 37,346                      | 36,140                    | 36,000                           | 36,000                       |
| <b>Total Revenue</b>   |  | <b>36,540</b>             | <b>38,819</b>               | <b>37,340</b>             | <b>37,605</b>                    | <b>37,425</b>                |
| Unassigned Fund Balance  |  | -                         | 37,609                      | 50,561                    | 59,044                           | 87,998                       |
| <b>Total Revenue and<br/>Unassigned Fund Balance</b>                               |  | <b>36,540</b>             | <b>76,428</b>               | <b>87,901</b>             | <b>96,649</b>                    | <b>125,423</b>               |
| <b>CTF EXPENDITURES</b>  |  |                           |                             |                           |                                  |                              |
| <u>Salaries and Benefits</u>   |  |                           |                             |                           |                                  |                              |
| Salaries/Wages, Part Time  |  | 18,720                    | 7,808                       | 13,000                    | 7,808                            | 12,000                       |
| PT Sick Pay  |  | 624                       | -                           | -                         | -                                | -                            |
| Social Security ER   |  | 1,199                     | 484                         | 806                       | 484                              | 744                          |
| Medicare ER  |  | 280                       | 113                         | 189                       | 113                              | 174                          |
| FUTA   |  | 42                        | 42                          | 21                        | 42                               | 42                           |
| Workers Comp Ins   |  | -                         | 205                         | 364                       | 204                              | 336                          |
|  |  | <b>20,866</b>             | <b>8,652</b>                | <b>14,380</b>             | <b>8,651</b>                     | <b>13,296</b>                |
| <u>Administrative/Operations</u>   |  |                           |                             |                           |                                  |                              |
| General Supplies   |  | 4,150                     | 236                         | -                         | -                                | 4,000                        |
| General Services   |  | 3,000                     | 3,322                       | 3,000                     | -                                | -                            |
| Equipment Maintenance  |  | 350                       | -                           | -                         | -                                | -                            |
| Repair/Maintenance Supplies  |  | 2,000                     | -                           | -                         | -                                | -                            |
| Fuels/Lubricants   |  | 1,000                     | -                           | -                         | -                                | -                            |
|  |  | <b>10,500</b>             | <b>3,558</b>                | <b>3,000</b>              | <b>-</b>                         | <b>4,000</b>                 |
| <u>Capital Outlays</u>   |  |                           |                             |                           |                                  |                              |
| Capital Improvement  |  | 5,174                     | 5,174                       | 19,000                    | -                                | 10,000                       |
|  |  | <b>5,174</b>              | <b>5,174</b>                | <b>19,000</b>             | <b>-</b>                         | <b>10,000</b>                |
| <b>Total Expenditures</b>  |  | <b>36,540</b>             | <b>17,384</b>               | <b>36,380</b>             | <b>8,651</b>                     | <b>27,296</b>                |
| <b>TOTAL REVENUE AND<br/>UNASSIGNED FUND BALANCE<br/>OVER (UNDER) EXPENDITURES</b> |  | <b>0</b>                  | <b>59,044</b>               | <b>51,522</b>             | <b>87,998</b>                    | <b>98,127</b>                |
| <b>TOTAL REVENUE<br/>OVER (UNDER) EXPENDITURES</b>                                 |  | <b>0</b>                  | <b>21,435</b>               | <b>961</b>                | <b>28,954</b>                    | <b>10,129</b>                |
| <b>APPROPRIATE FROM<br/>UNASSIGNED FUND BALANCE</b>                                |  | <b>-</b>                  | <b>-</b>                    | <b>-</b>                  | <b>-</b>                         | <b>-</b>                     |
| <b>FUND BALANCE - BEG OF YEAR</b>  |  | <b>37,609</b>             | <b>37,609</b>               | <b>50,561</b>             | <b>59,044</b>                    | <b>87,998</b>                |
| <b>FUND BALANCE - END OF YEAR</b>  |  | <b>\$ 37,609</b>          | <b>\$ 59,044</b>            | <b>\$ 51,522</b>          | <b>\$ 87,998</b>                 | <b>\$ 98,127</b>             |

# AFFIDAVIT OF PUBLICATION

STATE OF COLORADO  
COUNTY OF El Paso

I, Kate Dickens, being first duly sworn, deposes and says that she 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 10/30/2024**

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.



Kate Dickens  
Sales Center Agent

Subscribed and sworn to me this 10/30/2024, 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  
20224024441-029126

**PUBLIC NOTICE**  
**NOTICE OF PROPOSED BUDGET FOR 2025**  
Notice is hereby given that the proposed draft budget for the ensuing year of 2025 has been submitted to the Town of Palmer Lake Board of Trustees and is available for public viewing. The proposed 2025 budget will be considered, and a Public Hearing will be held at the Board of Trustees regular meeting at the Town Hall, located at 28 Valley Crescent, Palmer Lake, Colorado, on Thursday, November 14, 2024, at 6:00 PM. Notice is further given that an amendment to the 2024 town budget may be considered at this same meeting if necessary. Copies of the proposed 2025 budget will be available for inspection at the Town office, 42 Valley Crescent, Palmer Lake, Colorado, during regular business hours, and a draft of the budget document can be found online as updated at [www.townofpalmerlake.com](http://www.townofpalmerlake.com). Any interested elector of the Town of Palmer Lake may inspect the proposed budget and file or register any comments with the town office at any time prior to the final adoption of the budget.  
/s/ Dawn A. Collins, Town of Palmer Lake  
Published in the Tri-Lakes Tribune October 30, 2024

RESOLUTION NO. 56-2024

A RESOLUTION AMENDING THE 2024 BUDGET

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, §31-1-109, C.R.S., authorizes the Board of Trustees to amend the budget; and

WHEREAS, the Board of Trustees, held a regular meeting on December 14, 2023, to adopt a budget for the 2024 fiscal year; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake appropriated funds for the fiscal year 2024 as follows:

|                       |             |
|-----------------------|-------------|
| General Fund          | \$4,975,596 |
| Water Enterprise Fund | \$1,951,518 |

and;

WHEREAS, it is necessary for a carryover appropriation for additional expenditures within the General Fund and Water Enterprise Fund in excess of those appropriated for the fiscal year 2024 for capital items; and

WHEREAS, the Town has funds available for such carryover appropriation.

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

Section 1. The Board of Trustees amends the budget for the fiscal year 2024 as follows:

|                       |             |
|-----------------------|-------------|
| General Fund          | \$4,984,373 |
| Water Enterprise Fund | \$2,348,859 |

BE IT FURTHER RESOLVED, that such sums are hereby appropriated to the General and Enterprise Funds for the purposes noted in Exhibit A.

Section 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.

Section 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.

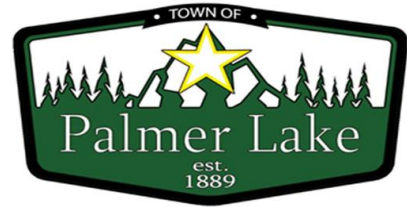
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14<sup>TH</sup> DAY OF NOVEMBER 2024.

TOWN OF PALMER LAKE, COLORADO

ATTEST:

Glant Havenar, Mayor

By: Dawn A. Collins, Town Administrator/Clerk



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

|   |                 |   |
|---|-----------------|---|
| <b>DATE:</b> November 14, 2024                          | <b>ITEM NO.</b> | <b>SUBJECT:</b> Direction on Proposed 2025 Budget |
| <b>Presented by:</b><br>Town Administrator Dawn Collins |                 |   |

**Background**

Historically, Town Administration seemed to react to town matters. It is my goal to shift that in the coming year and, in collaboration with the Board of Trustees, begin developing a plan of objectives for the organization and the community to assist in planning for the future.

Understand that the proposed figures will be adjusted with final figures as we approach the December 12 meeting for adoption of the budget. Understand, also, that the annual revenue does not support all of the organization’s needs, additions, and certainly not capital expenditures requested and in areas necessary for town operations.

Therefore, the proposed 2025 budget is presented with the following recommendations based on department discussions and priorities identified by Administration and discussed with the Board.

Reference the enclosed completed, ongoing, and proposed projects.

**General Fund:**

- Revenue – Property Tax – anticipate additional SB22-238 and SB23-B001 “reimbursement” in 2025.
- Revenue – grant funds include the following confirmed monies – MMOF funds (sidewalk design); TIP (Spruce Mtn roadway improvement); EIAF/DOLA (Public Safety facility feasibility); BHCON (clinician/CIT program); MHYC (labor); and additional planning and capital equipment items will be sought with grants (sidewalk construction; public safety facility; additional land use code revision; various equipment needs).
- Operating – pursuant to the compensation study, it is burdensome to increase to the recommended wages; therefore, the proposed budget includes an increase for wages lower than the recommended wage to be increased halfway to the recommended wage with a commitment to complete the wage increase to recommended wages in 2026 with an additional COLA increase for all employees. The budget also includes additional staff for PD and Fire (2 FT each).
- Operating – pursuant to the needs of the departments, all operating expenditures were reviewed and are accounted for as discussed, and modifications noted.
- Capital – improvement projects and equipment are generally unable to be funded by annual revenue, thereby utilizing fund balance. Specific items removed from the budget, unless the Board directs differently, include:
  - Police – removal of vehicle replacement (79k)
  - Public Works – removal of skid steer with attachments (90k)

Note: Over \$550k capital expenditures utilizing ~ \$470k FB

**Water Fund:**

- Revenue – healthy revenue covers operating and accumulates for capital improvement.
- Operating – staffing includes four, although operating staff will suffice with three once a certified Water Operator in Responsible Charge (ORC) is in place as successor for current Supervisor.
- Operating – pursuant to discussions with water department, operating costs continue to increase.



- Capital – it was expressed by the water department to continue replacing water distribution lines as monies allow and not borrow. Current line replacement identified for 2025 is Canon City and Park, and the possible start of Shady Ln, if time allows, and the Board supports additional Water Fund balance to be used.  
Note: This will bring the discussion and review of amending the Water System Improvement PER back to the Board in 2025 to reconsider and prioritize the Arapahoe well proposed to increase supply.

It is recommended, early in 2025, to amend the town code, section 3.04.020, to include capital improvement portion collected in water bills, along with water tap fees, and establish the Water Capital Improvement Fund as noted. Similarly, staff recommends establishing a Capital Improvement Fund for the General Fund. More discussion will follow with policy for these funds.

Note: both General Fund and Water Fund will contribute to a necessary replacement/upgrade of the town network.

Conservation Trust Fund (CTF):

- Revenue – steady from year to year and restricted use of funds for playground maintenance and capital improvement.
- Operating – planned expenditures are summer wages of one staff member maintaining parks.
- Capital – a planned capital item is possible replacement of the climbing hill in Glen Park should the Parks Commission determine replacement vs. modification.

### **Recommended Action**

Staff recommendations are reflected in the proposed budget. Management recommends increase of wages, staff, and prioritized capital items with use of fund balance accordingly.

If the Board has specific input, or different objectives at this time, please provide such direction.

It is becoming imperative that the following discussions are considered to prioritize future planning –

- Police staffing
- Fire staffing
- A proper facility for both departments – neither current space is a long term solution
- A master drainage plan for the community for guidance of infrastructure improvement, along with consideration of an enterprise fund for necessary infrastructure
- Water System Improvements (modifications referenced above), along with consideration to borrow for necessary infrastructure
- Consider the planned use of elephant rock property to determine improvements needed
- Security of public facilities – ie., fence/gate shop yard and water facilities; security cameras
- Consider Town fuel tanks at shop for all dept use
- Consider ADA plan for community – ie., prioritizing parks, public areas



**KROB LAW OFFICE, LLC**  
Attorneys at Law

**MEMORANDUM**

**To:** Palmer Lake Mayor and Trustees

**From:** Scotty P. Krob, Town Attorney

**Date:** November 14, 2024

**Re:** Approval of multi-year leases of Town property

---

A citizen recently brought to our attention that the EcoSpa lease was approved by the Town by resolution, when it should have been done by ordinance. This memo is intended to address the matter.

Pursuant to statute, the Board of Trustees has the authority to lease property owned by the Town. While leases for one year or less may be approved by resolution, leases for one year or longer must be approved by ordinance. C.R.S. §31-15-713(1)(c).

There are three multi-year leases of Town property approved by resolution, that should have been approved by ordinance.<sup>1</sup> One leasing a Town Municipal Building to the Pikes Peak Library District, ; another leasing a portion of the Elephant Rock Property to EcoSpa, LLC; and a third leasing a parcel of Town property to CORE Electric Cooperative for a dual electric vehicle charger.

The leases were approved by resolution, rather than ordinance, at the direction of our firm. I apologize for that.

There are two options available to the Board at this point. One option is for the Board to conclude the leases were approved by resolution in error and therefore the leases are invalid.

---

<sup>1</sup> The Town has a lease with the Palmer Lake Historical Society for the Lucretia Vaile Center that indicates it is for a term of 15 years with an option to extend it for additional five year periods. However, the addendum to the lease approved in 2022 allows the Town to terminate the lease at any time with 30 days notice to the Historical Society. This provision makes this a thirty day, rather than multi-year obligation of the Town and therefore it was properly approved by resolution.

However, if the lease holders undertook any substantial efforts or expended any substantial funds in reliance on the Town's approval of their respective leases, the lease holders are likely to be able to assert that the leases are valid and enforceable on the bases of an "estoppel" argument.

An estoppel argument says, in essence, that when a governmental entity, acting through the person or body that is authorized to grant an approval, purports to grant such approval, and the person seeking such approval takes substantial action or spends substantial funds in reliance on that approval, the governmental entity is prohibited or "estopped" from withdrawing that approval if it is subsequently determined that the approval was improperly granted. Here, the Board of Trustees is the Town entity that has authority to approve multi-year leases of Town property under the statute. By approving the resolutions for each of the leases, the Board purported to approve the leases. The extent the Library Distric, EcoSpa, or CORE undertook substantial efforts or spent substantial funds in reliance on the Board's approval of their lease, the Town is likely to be estopped from now taking the position the leases are invalid and can be withdrawn.

The second option available to the Board is to reaffirm its approval of the leases through the correct process of adopting ordinances approving the leases. The ordinance would recognize that the Board intended to approve the leases when it approved the resolutions, and then reaffirm that intent by adopting the ordinances. My recommendation is that the Board exercise this second option because it carries out what the Board intended and it avoids exposing the Town to liability.

I have drafted ordinances reaffirming the Board's approval of each of the leases, for your consideration. As this was an error by our office, I have not billed the Town for any of my time in preparing or the ordinances or this memo.

I will be glad to address any questions the Board may have.

**TOWN OF PALMER LAKE, COLORADO**

**ORDINANCE NO. 15-2024**

**AN ORDINANCE AFFIRMING THE MULTI-YEAR LEASE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN TO CORE ELECTRICAL COOPERATIVE**

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

**WHEREAS**, the Town previously negotiated a multi-year Ground Lease For Electric Vehicle Charger At Palmer Lake, Colorado with CORE Electric Cooperative, a Colorado Cooperative Association dated December 15, 2023; and

**WHEREAS**, on December 14, 2023, the Board of Trustees adopted Resolution No. 79-2023, a copy of which is attached, indicating the Board's intent to approve the ground lease; and

**WHEREAS**, because the ground lease is a multi-year lease, it must be approved by ordinance, rather than resolution, as provided in C.R.S. §31-15-713(1)(c).

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

1. The attached Ground Lease dated December 15, 2023 between the Town of Palmer Lake and CORE Electric Cooperative, and all amendments thereto, is hereby affirmed and approved, effective December 15, 2023.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14<sup>th</sup> DAY OF NOVEMBER, 2024.**

**ATTEST:**

**TOWN OF PALMER LAKE, COLORADO**

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

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

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 79-2023**

**A RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH CORE ELECTRIC COOPERATIVE FOR PLACEMENT OF EV CHARGER ON TOWN PROPERTY, 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 Town property; and

**WHEREAS**, the Town Board and CORE Electric Cooperative (“CORE”) desire to enter into a Lease Agreement to allow the placement of EV Charger on town property, located in the parking area west of Palmer Lake, along Hwy 105; and

**WHEREAS**, the tenant will install and maintain the space and EV Charger per the Lease Agreement.


**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 Lease Agreement with CORE as attached herein.
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 14th DAY OF DECEMBER 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

BY:   
\_\_\_\_\_  
Grant Havenar  
Mayor

**GROUND LEASE FOR ELECTRIC VEHICLE CHARGER  
AT PALMER LAKE COLORADO**

**DATE:** December \_\_, 2023

**PARTIES:** **TOWN PALMER LAKE** a Colorado municipal corporation, 42 Valley Crescent, Palmer Lake, CO 80133 ("Landlord"); and

**CORE ELECTRIC COOPERATIVE**, a Colorado cooperative association, 5496 North US Highway 85, Sedalia, Colorado 80135 ("Tenant"), collectively the "Parties".

**RECITALS:**

**WHEREAS**, Landlord is the fee simple owner of certain real property more particularly described in the attached *Exhibit A* ("Property"); and

**WHEREAS**, Tenant is the recipient of a grant from Charge Ahead Colorado to build one (1) dual port electric vehicle charger ("EV Charger"); and

**WHEREAS**, Tenant wishes to enter into this Lease in order to install said EV Charger on the Property in a location more particularly described in the attached *Exhibit B* ("Premises"); and

**WHEREAS**, Landlord is willing to lease the Premises to Tenant and Tenant is willing to lease the Premises from Landlord upon the terms, covenants and conditions set forth in this Ground Lease ("Lease").

**NOW, THEREFORE**, in consideration of the lease of the Premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

**Section 1. Definitions.** The following words shall have the meanings indicated:

*Premises* means the property described in *Exhibit B* and all related easements, licenses, privileges, rights and appurtenances. The term "Premises" does not include the "Improvements".

*Improvements* mean the EV Charger and any and all structures and improvements, including but not limited to conduit and an ADA curb ramp, erected/constructed on the Premises pursuant to this Lease, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated on the Premises or used in connection therewith.

*Rent* means the "Base Rent" and any adjustment thereto, and any other charges or payments of money due from Tenant in connection with this Lease whether or not payable to Landlord.

**Section 2. Lease of the Premises.** Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein. The Lease of the Premises is subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called the "Restrictions").

**Section 3. Term.** The term of this Lease shall be five (5) years, beginning on the date of the execution of this Lease, as extended pursuant to this Section 3, and subject to earlier termination as herein set forth ("Term"). Upon Mutual agreement of the Parties, Tenant shall have two consecutive options to renew the Lease for an additional five (5) years upon Tenant's written notice to Landlord of Tenant's election to renew the Lease provided at least sixty (60) days prior to the expiration of the Term, and Landlord's written approval of such option to renew provided at least thirty (30) days prior to expiration of the Term.

- A. At the expiration of the Term, the Parties agree that Tenant shall offer to Landlord a transfer of ownership and control over the EV Charger, and Landlord may accept ownership and control over, subject to a separate agreement of sale or transfer, the EV Charger and all related Improvements; provided, however, that Landlord shall then be responsible for all electrical consumption costs resulting from the use of the EV Charger.
- B. Shall the Landlord not accept ownership and control of the EV Charger, Tenant shall remove the EV Charging equipment, disconnect, and abandon in place underground facilities between the service interconnection and the EV Charging Equipment.

**Section 4. Rent.** As rent for the Premises, Tenant shall pay the sums hereinafter set forth.

- A. **Base Rent.** Tenant shall pay to Landlord during the Term a minimum net annual rent of zero (\$00.00) dollars, in consideration for allowing the public to access and use the EV Charger free of charge for an initial period as outlined in Section 9. As additional consideration to this lease and subsequent extensions, Landlord also has the option to take ownership of the EV Charger at the expiration of the term of this lease and any subsequent extensions at no cost.

**Section 5. Use of Premises.**

- A. Tenant shall use the Premises for the purposes of constructing and operating thereon an EV Charger and related Improvements, as described in *Exhibit C*, to be used for public electric charging stations, including maintenance and repair thereof; and for no other use without Landlord's prior written consent in each instance, which may be withheld if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Premises.

- B. Tenant shall comply with all federal, state, and municipal laws, regulations and ordinances affecting the Premises or any portion thereof and shall maintain in force during the Term all permits, authorizations and licenses that may be necessary for Tenant's use or operation of the Premises or any portion thereof pursuant to Section 5(A) above (including, without limitation, the making, placing, maintaining or altering of the Improvements of any portion thereof). Tenant shall not use the Premises or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.
- C. Tenant will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.
- D. Tenant shall not have the right to maintain or install any signs in or at the Premises visible from adjacent parcels or roads except as approved in writing by Landlord in each instance. This provision is not applicable to brands, logos, instructions, or other signage on the Improvements.
- E. Tenant shall have full responsibility for protecting the Premises and all Improvements located thereon from damage due to theft, robbery, and vandalism.

**Section 6. Temporary Construction Easement.** Landlord hereby grants to Tenant and its agents a temporary construction easement over and across the Property. The temporary construction easement shall be for Tenant's use during construction of the Improvements on, over and across the area more particularly described in the attached *Exhibit D*. Upon completion of construction of the Improvements, this temporary construction easement shall automatically terminate. Upon request of Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord an instrument in recordable form evidencing such termination.

**Section 7. Electrical Infrastructure.** Tenant shall have the right to connect to the existing electrical infrastructure on the Property.

**Section 8. Reports on EV Charger Usage.** Tenant shall share with Landlord, upon Landlord's reasonable request, regular reports on the public usage of the EV Charger.

**Section 9. Public Use of EV Charger.** In consideration for this Lease, the EV Charger initially shall be made available to the public for use without cost for a minimum period of one thirty (30) days from the date of installation of the EV Charger. Tenant will collect data on the EV Charger's use and may implement a service charge at any point during the Term, but not prior to the first 30 days. Tenant will notify Landlord of its proposed implementation of the service charge no less than thirty (30) days prior to the date it becomes effective. Service charges will be assessed and collected directly from the EV Charger users through a direct pay protocol provided through the EV Charger.

**Section 10. EV Charger Operating Costs.** Tenant shall be responsible for all electrical consumption costs resulting from the public's use of the EV Charger. The EV Charger shall be sub-metered in order to isolate any electrical consumption.

**Section 11. Maintenance.**

- A. Tenant, at Tenant's cost, shall be responsible for the maintenance of the Improvements. Tenant shall keep the Improvements in an operable condition and shall make all repairs thereto, structural, and nonstructural, ordinary and extraordinary, foreseen and unforeseen, as necessary to permit the public's use of the EV Charger during the Term.
- B. Tenant will not commit, knowingly permit, or suffer any waste, damages, disfigurement or injury to or upon the Premises, or Improvements, or any part thereof.
- C. Landlord shall be responsible for snow plowing and other maintenance of the Property, including the parking spaces on the Premises.

**Section 12. Insurance.** Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to cover the obligations of Tenant imposed by this Lease and naming Landlord as an additional insured, as set forth in the Certificates of Insurance attached as *Exhibit E* (the "Certificates of Insurance"). Tenant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- A. Tenant shall procure and maintain a policy or policies with the minimum insurance coverage set forth on the Certificates of Insurance. The form and insurer on the Certificates of Insurance is acceptable to the Landlord. All coverage shall be continuously maintained from the date of execution of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
  - 1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Lease, and Employer's Liability insurance.
  - 2. Commercial General Liability insurance applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - 3. Comprehensive Automobile Liability Insurance with respect to each of Tenant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

- B. The policies required above, except Workers' Compensation insurance and Employers' Liability insurance shall be endorsed to include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Tenant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under each of the policies required above.
- C. The Certificates of Insurance shall be attached as *Exhibit E* as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the Landlord. Each certificate shall identify the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the Landlord. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Tenant shall deliver annually to Landlord an updated Certificates of Insurance on or before May 1st, of each year.
- D. Failure on the part of Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of this Lease upon which at the Landlord's discretion, may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Landlord shall be repaid by Tenant to the Landlord upon demand.

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**Section 13. Construction.** All construction work shall be performed in a good and workmanlike manner in accordance with industry standards for the type of work in question. All construction work shall be done in compliance with all applicable laws, building codes, ordinances, and regulations. No construction or work shall commence until all necessary licenses, permits and authorizations required of any applicable government authority having jurisdiction are obtained. Tenant shall be responsible for acquiring and paying the costs for all required licenses and authorizations. Tenant and Landlord agree that Tenant shall be responsible for acquiring all necessary permits but shall not be responsible for the payment of any related fees as approved herein by Town Board.

**Section 14. Liens.** Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense incurred in constructing any Improvements or performing any alteration, renovation, repair, refurbishment or other work with regard thereto, nor to render Landlord's interest in the

Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof.

**Section 15. Colorado Governmental Immunity Act.** The parties understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$424,000.00 per person, \$1,195,000.00 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

**Section 16. Hold Harmless.** Tenant shall so maintain the Improvements as to afford all reasonable protection against injury or damage to persons or property therefrom, and Tenant shall save and hold Landlord harmless from all liability or damage and all reasonable expenses necessarily accruing against Landlord arising out of the negligent exercise by Tenant of the rights and privileges hereby granted, provided that Tenant shall have had notice of the pendency of any action against Landlord arising out of such exercise by Tenant of said rights and privileges within ten (10) days thereof and be permitted at its own expense to appear and defend or assist in the defense of the same.

**Section 17. Entire Agreement.** This Lease represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Lease may be amended only by an instrument in writing signed by the parties. If any other provision of this Lease is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Lease shall continue in full force and effect.

**Section 18. Default and Remedies.** In the event either party should default in performance of its obligations under this Lease, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action; provided, however, that no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**Section 19. Waiver.** A waiver by any party to this Lease of the breach of any term or provision of this Lease shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 20. Governing Law and Venue.** This Lease shall be governed by the laws of the State of Colorado in the El Paso County District Court.

**Section 21. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease shall give or allow any such claim or right of action by any third party. It is the express intention of the parties that any person other than Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

**Section 22. Assignment, Subletting, and Sale of Tenant's Interests.** Tenant shall not assign, sublet, or sell Tenant's interest in this Lease or the Improvements without prior written approval of the Landlord.

**Section 23. Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

**Section 24. Authority.** The individuals executing this Lease represent that they are expressly authorized to enter into this Lease on behalf of Landlord and Tenant and bind their respective entities. This Lease is executed and made effective on the first date written above.

**LANDLORD**

**ATTEST:**

**TOWN of PALMER LAKE**

*Dawn A. Collins*  
Dawn A. Collins, CMC  
Town Administrator/Clerk

*Grant Havenar*  
Grant Havenar, Mayor

**Approved as to Form:**

\_\_\_\_\_  
Matthew Z. Krob, Town Attorney

**TENANT**

**CORE ELECTRIC COOPERATIVE**

By: \_\_\_\_\_  
Brooks Kaufman  
Lands and Rights of Way Manager

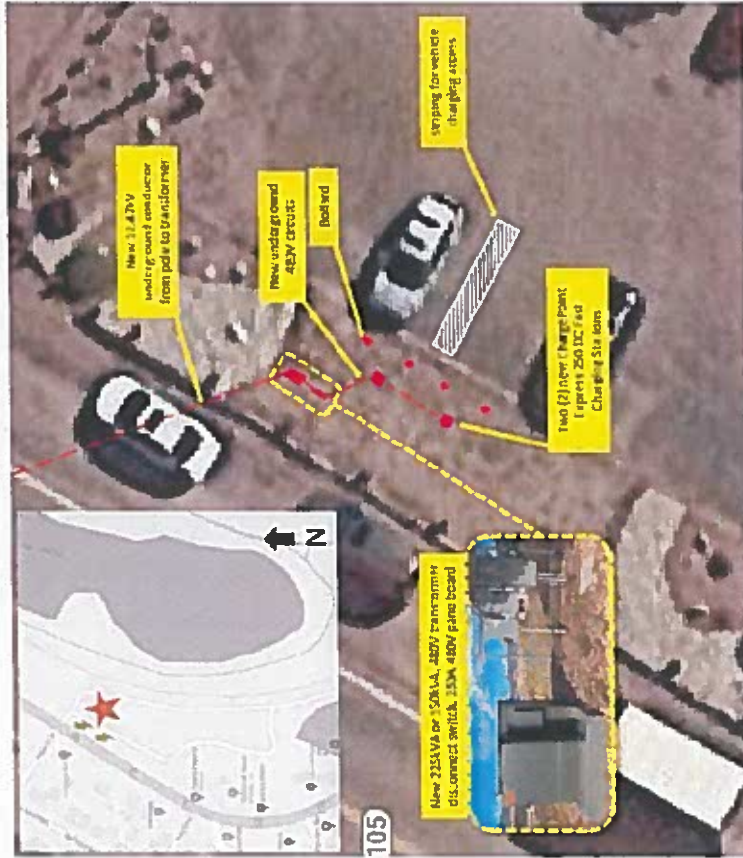
Exhibit A  
Description of the Property


**Owner:**  
LAKE, PALMER OF

**Legal Description:**  
THAT PART OF W2NE4 AND NW4SE4 OF SEC 05-11-67 LY ELY OF AN ADJ TO EXISTING  
HWY 105, WLY OF AND ADJ TO WLY R/W LN OF



**Parcel Number:**  
7105100004

Exhibit B Description of the Premises





**PRELIMINARY  
FOR REFERENCE ONLY**

**ChargePoint Express 250**  
Two (2) Level 3 DC Fast Charge (150kW)  
125A shared neutral

**Primrose St. & State Hwy 105 Palmer Lake, CO**  
39.123005, -104.014016  
Level 3 Public Charging Station  
Proposed Layout - Rev. 0, 10/13/2023  
**The Energy to Thrive™**

**UNITS BY WORK LOCATION:**

**Contract Meter:**

3000 Units: LANDSCAPE  
500 Units: PERMIT Palmer Lake High  
3000 Units: PERMIT Palmer Lake High Control  
3000 Units: SURVEY

**WL 99 68-4 C/F 1 82-41 2388-2:**

**Meters:**

3 Units: 843-41  
3 Units: 85-45

**Meters:**

1 Unit: LMS-4-1 140  
1 Unit: LMS-4G

**WL 99 82-41 2388-2:**

**Meters:**

200 Feet: LMS-4G  
100 Feet: LMS-4G-4R  
1 Unit: LMS-4G  
1 Unit: LMS-4G  
1 Unit: LMS-4G-LT

**WL 99 82-41 2388-2:**

**Meters:**

400 Feet: LMS-4G  
1 Unit: LMS-4G-4R  
1 Unit: LMS-4G  
1 Unit: LMS-4G  
1 Unit: LMS-4G-LT

**WL 40 SECONDARY:**

**Meters:**

30 Feet: LMS-350 TPX  
30 Units: LMS-3  
30 Feet: LMS-3  
1 Unit: LMS-4G

**NOTES**

1. FIELD CONTACT VITO 710-627-0221
2. JOB IS TO PROVIDE EV CHARGER FOR TOWN OF PALMER LAKE
3. EASEMENT REQUIRED TO CHARGER
4. PERMIT FOR BORE ACROSS ROAD ST HWY 105 ELPASO COUNTY
5. WL 40 SECONDARY IS QUAD PLEX 350 TPX IS A SUBSTITUTE UNIT

**Work Statement -**  
"Unauthorized excavation through rock will incur additional costs to perform the excavation. A Project Charge Order for the estimated cost will be prepared and provided to the customer at that designated representative. The customer will be responsible for the actual costs that are incurred. When rock is encountered, the customer may choose to perform their own excavation by Association requirements which may include provide and fill site material for backfill. Customer may be responsible for a credit fee and will be subject to your availability."

**Final Statement -**  
"Unauthorized excavation through rock that is greater than 2 inches deep will incur additional costs to perform the excavation. A Project Charge Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred. Customer may choose to perform their own excavation by Association requirements which may include provide and fill site material for backfill or they may choose to deep excavation and a time that is not present. Customer may be responsible for a credit fee and will be subject to your availability."

**Directional Bore Statement -**  
"Directional bore through rock will incur additional costs to perform these items. A Project Charge Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual costs that are incurred."

**Job Information**

2204893 Designer: Wm Loan

Job Name: PALMER LAKE EV CHARGER

Location: 229 STATE HWY 105

Customer: CORE EI

Contact: M BURMAN

Phone: (710) 238-3750

Fax:

Email: MBLURMAN@CORE.COOP

**Job Type: Service-Customer EI**

County: ELPASO

Mapping-Set Or: H87-03

Project: 3284 Phase: 3 Ph

Meter Type: LMS410T

# of Meter: 1

Design Date: 11/26/2023

Released To:

Permit Req:

Revised By:

Date:

Inspector:

Date:

RTW Req:

Contractor:

Date:

Emergency Date:

As-Built:

Tap Fee:

**PERMITS & CONFLICTS**

Phone: (710) 238-3750

Water: Gas: Sewer: Other:

Asp: 300

Usage: 272482

Zone: P

Scale: 0 25 50 100 Feet

North Arrow

**CORE**  
ELECTRIC COOPERATIVE

### Exhibit C EV Charger and Related Improvements Location



ChargePoint Express 250  
Fast (2) Level 3 DC Fast Charger (Single Port)  
2.25kW shared charging

Exhibit D  
Description of Temporary Construction  
Easement



**General Construction Easement Area:** CORE Electric Cooperative will conduct construction activities in this general area. CORE will provide appropriate lane closure, traffic signage, safety barriers and coordinate with the Town PALMER LAKE staff to accommodate access during construction as needed. CORE will be responsible for construction area restoration and clean up. This General Construction Easement is subject to the terms of the **GROUND LEASE FOR ELECTRIC VEHICLE CHARGER AT PALMER LAKE**

Exhibit E  
Certificates of Insurance

**CERTIFICATE OF INSURANCE**

10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **CORE Electric Cooperative**  
**P.O. Drawer A**  
**Sedalia, CO 80135**



**FEDERATED RURAL ELECTRIC  
 INSURANCE EXCHANGE**

NAIC: 11118  
 P.O. Box 15147, Lenexa, KS 66285-5147  
 (913) 541-0150 fax (913) 541-9004  
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE   | POLICY NUMBER | POLICY DATES                 | LIMITS (\$)                           |               |
|---|---------------|------------------------------|---------------------------------------|---------------|
|   |               |                              |                                       |               |
| <b>GENERAL LIABILITY</b><br>COMMERCIAL GENERAL LIABILITY<br>OCCURRENCE-BASIS<br>COMPREHENSIVE FORM<br>PREMISES / OPERATIONS<br>UND / EXPLOSION & COLLAPSE<br>PRODUCTS / COMP OPS<br>CONTRACTUAL<br>BROAD-FORM PROPERTY DAMAGE<br>NO GENERAL AGGREGATE | 05 ARB 045-23 | 3/31/2023<br>to<br>3/31/2025 | EACH OCCURRENCE                       | \$2,000,000   |
|   |               |                              | DAMAGE TO RENTED PREMISES             | \$2,000,000   |
|   |               |                              | MED EXP (PER PERSON)                  | \$5,000       |
|   |               |                              | PERSONAL & ADV INJURY                 | \$2,000,000   |
|   |               |                              | GENERAL AGGREGATE LIMIT               | UNLIMITED     |
| <b>AUTOMOBILE</b><br>ANY AUTO<br>HIRED & NON-OWNED AUTO<br>GARAGE LIABILITY (ANY AUTO)  | 05 ARB 045-23 | 3/31/2023<br>to<br>3/31/2025 | COMBINED SINGLE LIMIT (EACH ACCIDENT) | \$2,000,000   |
|   |               |                              | COMP DEDUCTIBLE                       | \$500         |
|   |               |                              | COLLISION DEDUCTIBLE                  | \$500         |
| <b>ALL-RISK BLANKET PROPERTY</b>  | 05 ARB 045-23 | 3/31/2023<br>to<br>3/31/2025 | PROPERTY LIMIT                        | \$394,146,814 |
|   |               |                              | PROPERTY DEDUCTIBLE                   | \$50,000      |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessees, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement.

**CERTIFICATE HOLDER:**  
**TOWN OF PALMER LAKE**  
**42 VALLEY CRESCENT**  
**PALMER LAKE, CO 80133**

**CANCELLATION:**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**



*This endorsement changes the policy.  
Please read it carefully*

### Blanket Additional Insured & Waiver of Subrogation Endorsement

05 ARB 045-23

CORE Electric Cooperative

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:  
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
  - (1) The additional insured is a Named Insured under such other insurance; and
  - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service. A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

**TOWN OF PALMER LAKE, COLORADO**

**ORDINANCE NO. 16-2024**

**AN ORDINANCE AFFIRMING THE MULTI-YEAR LEASE OF CERTAIN REAL  
PROPERTY OWNED BY THE TOWN TO PIKES PEAK LIBRARY DISTRICT**

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

**WHEREAS**, the Town previously negotiated a multi-year lease agreement with Pikes Peak Library District Dated March 1, 2022; and

**WHEREAS**, on February 10, 2022, the Board of Trustees adopted Resolution No. 11-2022, a copy of which is attached, indicating the Board's intent to approve the lease agreement; and

**WHEREAS**, because the lease agreement is a multi-year lease, it must be approved by ordinance, rather than resolution, as provided in C.R.S. §31-15-713(1)(c).

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

1. The attached Lease Agreement dated March 11, 2022 between the Town of Palmer Lake and Pikes Peak Library District, and all amendments thereto, is hereby affirmed and approved, effective March 1, 2022.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14<sup>th</sup> DAY OF NOVEMBER, 2024.**

**ATTEST:**

**TOWN OF PALMER LAKE, COLORADO**

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

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

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 11-2022**

**A RESOLUTION TO AUTHORIZE SIGNATURE TO A LEASE AGREEMENT WITH PIKES PEAK LIBRARY DISTRICT, TOWN OF 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 desires to rent a public building to the Pikes Peak Library District to provide library services to the Town of Palmer Lake; and

**WHEREAS**, the Pikes Peak Library District also desires to provide library services to the Town of Palmer Lake residents.


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

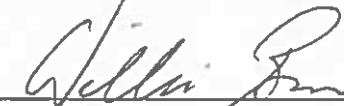
1. The Town Board of Trustees hereby authorizes the Mayor, or Mayor Pro Tem in his absence, to sign the enclosed lease agreement, Exhibit A to this Resolution.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid 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 10th DAY OF FEBRUARY 2022.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

BY:   
\_\_\_\_\_  
William Bass  
Mayor

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, hereinafter called the "Agreement", is made and entered into as of the 1st day of March, 2022, by and, between the **TOWN OF PALMER LAKE, COLORADO**, hereinafter "Town," a Colorado statutory municipality and **PIKES PEAK LIBRARY DISTRICT**, a Colorado statutory library district, hereinafter "Tenant."

### WITNESSETH:

**WHEREAS**, the Town is the owner of certain real property and improvement thereon located at 66 Lower Glenway, Palmer Lake, commonly known as Town Municipal Building ("Building"); and

**WHEREAS**, the Town desires to lease a portion of the building to Tenant to permit Tenant to operate Library services. For this purpose, "library services" shall mean and include all activities conducted by Tenant from time to time at its other library locations and any other activities reasonably determined by Tenant to be consistent with its goals of providing library services at the Building.

**NOW THEREFORE**, in consideration of the mutual obligations and other consideration set forth herein, the parties agree as follows:

### ARTICLE 1 BUSINESS SPACE

- 1.1 **Identification of Business Space.** For the purposes of this Agreement, the term "Business Space" shall mean the area of the upper level of the building and parking incorporated herein by reference.
- 1.2 **Definition of Business.** For the purposes of this Agreement, the term "Library" shall mean the offering of library services and related services primarily to patrons of the building and, incidentally, to the public.

### ARTICLE 2 TENANT'S DUTIES WITH RESPECT TO THE BUSINESS SPACE

- 2.1 **In General.** Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with library service operations, and for no other purpose in such spaces.
- 2.2 **Designation of Smoking Areas.** The Business Space shall remain a non-smoking area. The Town shall designate employee smoking areas in compliance with applicable Town policies.

- 2.3 Restriction on Items or Services Offered For Sale. Tenant may offer such goods, items, or services as it reasonably determines to be consistent with the business of library services, provided that all such sales shall be in compliance with applicable laws as described in 2.4 below.
- 2.4 Compliance with Applicable Laws and Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and TOWN OF PALMER LAKE municipal ordinances, as well as all reasonable rules and regulations adopted by the Town or any of its Boards, Divisions or Departments having jurisdiction over the BUILDING with at least 90 days advance written notice to Tenant (collectively referred to herein as "Applicable Laws").

### ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Tenant's business under this Agreement. Areas designated as restricted areas by the Town will be excluded. A key and/or appropriate code to the building will be provided from Tenant to Town for emergency access only. Tenant assumes all responsibility and liability associated with personnel use of keys.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the Building, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remain available to Tenant.

### ARTICLE 4 UNDERTAKINGS OF TENANT

- 4.1 Service. Tenant agrees:
- 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct library services in accordance with this Agreement.
- 4.2 Days and Hours of Operation. As posted with the Pikes Peak Library District.
- 4.3 Special Events Option. As approved by the Town of Palmer Lake for outside areas.
- 4.4 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, and employees. Upon objection from the Town concerning the conduct or

demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

- 4.5 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere in the Building.
- 4.6 Taxes. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on Tenant's operations or activities in or about the Business Space of elsewhere at the Building.
- 4.7 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with its operation.
- 4.8 Recordkeeping and Inspection of Books. Tenant shall keep such books and records of the Library, including all revenue and expenses thereof, as it reasonably determines necessary in accordance with good accounting practices.

## ARTICLE 5 TERM

- 5.1 Period. The parties agree that the term of this Agreement shall commence on March 1, 2022 and shall renew automatically for nine consecutive one-year renewal terms commencing on the same date in subsequent years, unless earlier terminated as described below.
- 5.2 Termination. This Agreement may be terminated as of the end of any one year initial or renewal term by either party, with or without cause, in the sole discretion of such terminating party by such terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ninety (90) days prior to the expiration of the then current one-year term. If this Agreement is terminated, each party's accrued liability to the other party arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

5.3 Holding Over. In the event that the Tenant, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The lease may be terminated by either party during the hold over period upon 30 days written notice.

**ARTICLE 6  
RENT**

6.1 Business Space Rental Fee. For the privilege of conducting library service operations hereunder, and the exclusive use of the Business Space identified, the Tenant shall pay to the Town a fee in an amount equal to \$1,000 per month. Rent is due on the first day of each month unless otherwise agreed to with Town Administration.

Payments not received by the Town by the 5<sup>th</sup> day of each month constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late fee of \$25 will be added to each payment on all payments not received by the 5<sup>th</sup> day of each month.

6.2 Method of Payment. Payment for all fees under Article 6 shall be by check or money order payable to the order of "The TOWN OF PALMER LAKE."

**ARTICLE 7  
UTILITIES, MAINTENANCE AND JANITORIAL DUTIES**

7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Business Space. The Tenant will then reimburse the Town for the portion of such charges reasonably allocated to the Business Space but not to exceed three-quarters (3/4) of monthly services as invoiced by the Town. Payment for utilities is due on the first day of each month following the month of service or five business days after the invoice is delivered to Tenant, if later. Payments not received by the Town by such due date constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late fee of \$25 will be added to each payment not received by such due date.

7.2 Maintenance and Repair Responsibility. The Tenant shall maintain and repair the Business Space relating to the interior of the leased space, including but not limited to light bulbs, minor plumbing and electrical, door knobs/locks, interior walls, carpet, flooring, telecommunications, all tenant property such as library material, furnishing, computer equipment and shelving. Tenant shall be responsible for maintenance and repair of leased space window cooling units.

7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Business Space, whether said breakage or stoppage results from freezing or otherwise, except to the extent such injury or damage is attributable to the negligence or willful misconduct of Town or its agents.

7.3 Cleaning and Janitorial. The Tenant shall keep the Business Space, its fixtures, and all areas used in clean and in good sanitary condition as required by Applicable Laws.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space to provide a clean and orderly appearance for the public, including but not limited to, cleaning all library space floors, windows, restrooms and removing trash accumulations to designated trash containers.

7.3.2. The Tenant is responsible to provide and pay for all cleaning supplies used in connection with its obligation to maintain the cleanliness of the Business Space.

7.3.3. The Tenant is responsible for the snow removal on the ramp, entrance and walkways.

## ARTICLE 8 ACCEPTANCE OF PREMISES AND TRADE FIXTURES

8.1 Business Space, The Town's Equipment and Fixtures. In addition to the Business Space, the Town shall be responsible for all maintenance and repairs related to the structural integrity and exterior of the Building. This includes but is not limited to repair and maintenance of the roof, gutters, sidewalk/ramp, exterior walls and windows. Town is responsible for replacement or repair of any major systems that fail – heating, plumbing, electrical – or are determined non-compliant with applicable building codes. Town is responsible for the heating system. Town is responsible for all repairs – interior and exterior – required in compliance with State and Federal laws.

8.1.1 Town agrees to improve the interior/exterior needs to the Building as funds are assigned by the Town Board for improvement to the structural integrity of the Building.

8.2 Acceptance. On the date of commencement of the Tenant's occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town fixtures "AS IS."

8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Building or any improvements thereon, shall be installed without the prior written approval of the Town.

- 8.4 Removal of Equipment and Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Section 6.1 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town or the Building. Any property not so removed by Tenant within 30 days after termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 8.5 Title to Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of improvements, such improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing. Upon vesting, the improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement.
- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to Applicable Laws.

## ARTICLE 9 DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to the Building, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. To the extent the damage is damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Space rental fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenable or unusable by such damage.

Tenant shall not be required to make a security deposit with the Town but may elect in its discretion to do so in an amount not greater than \$1000.00. At the end of the lease, any security deposit will be returned to the Tenant after deductions for unpaid rent, utilities, and damage to the Business Space for which Tenant is responsible, other than ordinary wear and tear. The Tenant shall not use any deposit at any time for payment of rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

**ARTICLE 10  
TOTAL OR PARTIAL DESTRUCTION**

- 10.1 Business Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Business Space, Building, or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:
- 10.1.1 Then, in such event, at the option of the Town or the Tenant, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of non-usability.
- 10.1.2 In the event neither party elects not to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, or Building, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.
- 10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use.
- 10.3 Components Tenantable. If the Building or Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed.
- 10.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after receipt of written request by the Town.
- 10.5 Exception for Damage Caused by Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim by Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Building or other Town property, except to the extent such repair is attributable to the negligence or willful misconduct of Town or its agents.

**ARTICLE 11  
INDEMNIFICATION AND INSURANCE**

- 11.1 **The Town's Liability.** The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within the Building and/or Business Space by Tenant, its agents, employees or contractors.
- 11.2 **Indemnification by Tenant.** To the extent permitted by applicable law, each party covenants that it will indemnify and hold the other party harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of the indemnifying party or its agents. As used herein, the terms "Tenant" and "the Town" includes the respective directors, officers, agents, employees and contractors of Tenant and the Town.
- 11.3 **Insurance.** Without limiting any of the Tenant's obligations hereunder, the Tenant shall provide and maintain comprehensive liability insurance coverage naming the Town as an additional insured under this Agreement with a minimum aggregate limit of \$1,000,000.00. Tenant shall supply the Town with a certificate of insurance.
- Without limiting any of the Town's obligations hereunder, the Town shall maintain comprehensive liability insurance and provide Tenant a copy of coverage.
- 11.4 **Precautions Against Injury.** Each party shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 11.5 **Failure to Insure.** Failure of a party to take out and/or maintain, or the taking out and/or maintenance of any required insurance, shall not relieve such party from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations on each party concerning indemnification.
- 11.6 **No Waiver of Immunity.** Nothing herein shall be construed as a waiver by either party 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.

**ARTICLE 12  
NO INTEREST IN REAL PROPERTY**

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

**ARTICLE 13  
NO ASSIGNMENT/SUBLET**

The Tenant shall not assign this Agreement and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

**ARTICLE 14  
RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS**

- 14.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:
- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises and/or Building;
  - 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
  - 14.1.3 To make structural additions and alterations.
- 14.2 Obstruction by Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.3 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of

Tenant, nor be made the grounds for any abatement of the business rent nor any claim or demand for damages against the Town, consequential or otherwise.

## ARTICLE 15 DEFAULT, RIGHTS OF TERMINATION

- 15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following non-exclusive list of events:
- 15.1.1 Tenant's failure to pay any fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
  - 15.1.2 Tenant's failure to maintain the insurance required above.
  - 15.1.3 Tenant's assignment of any right hereunder or attempt to sublet the Business Space, or any other part of the Building, in violation of Article 13.
  - 15.1.4 Tenant's failure to perform, keep or observe any of the terms, covenants, or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure, provided that if such cure or remedy is not reasonably capable of completion within such five (5) working days, such cure or remedy must be commenced within such period and diligently pursued to completion thereafter.
  - 15.1.5 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, which petition is not dismissed within 30 days, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.
  - 15.1.6 The abandonment for a period of fourteen (14) days by Tenant of the conduct of its business operations during the terms of this Agreement.
  - 15.1.7 The assignment by Tenant of its assets for the benefit of creditors.
- 15.2 Default by Town. Time of payment and performance is of the essence in this Agreement. Town shall be in default under this Agreement upon the occurrence of any one or more of the following non-exclusive list of events:

15.2.1 Town's failure to maintain the insurance required above.

15.2.2 Town's failure to perform, keep or observe any of the terms, covenants, or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Tenant of such failure, provided that if such cure or remedy is not reasonably capable of completion within such five (5) working days, such cure or remedy must be commenced within such period and diligently pursued to completion thereafter.

### 15.3 Remedies on Default.

15.3.1 In the event of a default, the non-defaulting party may terminate this Agreement by notice in writing to the defaulting party. In the alternative, the non-defaulting party may elect to keep the Agreement in force and work with the defaulting party to cure the default. If this Agreement is terminated, each party's liability to the other for damages and fees, including but not limited to the Business rental fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

15.3.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.

### 15.4 Rights and Remedies Reserved.

It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the party may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach

by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

- 16.3 Non-liability of Individuals. No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 16.4 Limitation on Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space, Building, or other Town property.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the TOWN OF PALMER LAKE, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Attorney Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable attorneys' fees and costs to be allowed in such action or proceeding and in any appeal therefrom.
- 16.11 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 16.12 **Severability.** In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.13 **Surrender of Possession.** Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and the Building and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.
- 16.14 **The Town Representative.** The Town designates the Town Administrator/Clerk, or designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town. The representative may be changed by written notification to the Tenant.
- 16.15 **Notices.** Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or on the third business day after deposit in the United States mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

**To Tenant: Pikes Peak Library District  
ATTN: Gary Syling  
1175 Chapel Hills Dr., Colorado Springs, CO 80920  
gsyling@ppld.org**

**Copy To: Randy Green, Controller  
1175 Chapel Hills Dr., Colorado Springs, CO 80920**

**To Town: TOWN OF PALMER LAKE  
ATTN: Dawn A. Collins  
PO Box 208, Palmer Lake, CO 80133  
E: dawn@palmer-lake.org**

**Copy To: Matthew Z. Krob, Town Attorney  
8400 E. Prentice Avenue  
Penthouse  
Greenwood Village, CO 80111**

16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

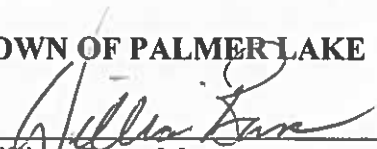
16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.


16.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or Applicable Laws.


16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.

16.20 Non-appropriation. The parties acknowledge and agree that this lease does not constitute a multi-year financial obligation of either party under the Taxpayers Bill of Rights (TABOR) of the Colorado Constitution. Therefore, the obligations of each party under this lease is subject to annual appropriation for payment by the party's governing board. In the event of a non-appropriation for payment by either party, this lease shall terminate without further obligation (financial or otherwise) of the parties on 30 days written notice to the other party, other than for payments on services previously rendered through the termination of the lease.

16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

**TOWN OF PALMER LAKE**  
  
\_\_\_\_\_  
William Bass, Mayor

Attest:   
\_\_\_\_\_  
Dawn A. Collins, Town Clerk

**TENANT: Pikes Peak Library District**  
  
\_\_\_\_\_  
Owner/Representative      Print: John Spears, Chief Librarian and CEO

**TOWN OF PALMER LAKE, COLORADO****ORDINANCE NO. 17-2024****AN ORDINANCE AFFIRMING THE MULTI-YEAR LEASE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN TO ECOSPA, LLC**

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

**WHEREAS**, the Town previously negotiated a multi-year lease agreement with EcoSpa, LLC Dated September 29, 2023; and

**WHEREAS**, on September 28, 2023, the Board of Trustees adopted Resolution No. 55-2023, a copy of which is attached, indicating the Board's intent to approve the lease agreement; and

**WHEREAS**, because the lease agreement is a multi-year lease, it must be approved by ordinance, rather than resolution, as provided in C.R.S. §31-15-713(1)(c).

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

1. The attached Lease Agreement dated September 29, 2023 between the Town of Palmer Lake and EcoSpa, LLC, and all amendments thereto, is hereby affirmed and approved, effective September 28, 2023.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14<sup>th</sup> DAY OF NOVEMBER, 2024.**

**ATTEST:**

**TOWN OF PALMER LAKE, COLORADO**

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

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

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 55-2023**

**A RESOLUTION TO AUTHORIZE A LEASE AGREEMENT AND OPTION TO PURCHASE AGREEMENT WITH ECOSPA TO ALLOW ECOSPA TO SEEK TO AMEND THE PUD FOR LAND USE OF 2.8 ACRES AT THE TOWN ELEPHANT ROCK PROPERTY, HWY 105, 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 Town property; and

WHEREAS, the Town Board and EcoSpa LLC desire to enter into a Lease Agreement and Option to Purchase Agreement to allow EcoSpa the use of 2.8 acres of the Elephant Rock Property, located at Hwy 105, as a tenant to the Town of Palmer Lake; and

WHEREAS, the tenant will need to amend the current Planned Unit Development (PUD) on the property with said PUD amendment following all Town processes including being reviewed and approved by the Board of Trustees at a public meeting for which the Town will require a further Redevelopment Agreement with the tenant.

**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 Lease Agreement and Option to Purchase Agreement with EcoSpa, LLC as attached herein, including exhibits thereto.
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 28th DAY OF SEPTEMBER 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

  
Dawn A. Collins  
Town Administrator/Clerk

BY:   
Grant Havenar  
Mayor

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, hereinafter called the "Agreement" or "Lease", is made and entered into as of the 29 day of September, 2023, by and, between the **TOWN OF PALMER LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and EcoSpa, LLC, a Colorado limited liability company, hereinafter "EcoSpa."

### WITNESSETH:

**WHEREAS**, the Town is the owner of certain real property and improvements thereon located at 290 Hwy 105, Palmer Lake, CO, consisting of approximately 28 acres, commonly known as "the Elephant Rock Property, (hereinafter, "Elephant Rock Property"); and

**WHEREAS**, the Town desires to lease a portion of the Property to EcoSpa consisting of approximately 2.8 acres more fully described in Exhibit A ("2.8 Acres" or "Leased Property").

**WHEREAS**, EcoSpa intends to develop the 2.8 Acres pursuant to a Redevelopment Agreement with the Town and use the Leased Property to operate a business on the 2.8 Acres, as more fully set out in paragraph 1.2 below.

**NOW THEREFORE**, in consideration of the mutual obligations and other consideration set forth herein, the Town hereby leases to EcoSpa and EcoSpa leases from the Town, the following described real property situated in the Town of Palmer Lake, County of El Paso, and State of Colorado, to-wit:

A 2.8 Acre portion of the Elephant Rock Property as depicted on Exhibit A which is attached hereto and incorporated herein;

and all improvements and appurtenances; however, tenants will reserve one bay of the maintenance garage for storage to be used by the Town of Palmer Lake Parks Commission (hereinafter referred to as "2.8 Acres" or the "Leased Property") on the following terms and conditions:

### ARTICLE 1 TERM, RENT AND USES

- 1.1 **Term:** The term of this Lease shall commence on the 29 day of September, 2023 ("Commencement Date"), and shall continue for a period of eight (8) years thereafter, expiring on the 29 day of September, 2031("Term").

1.2 **Termination.** During the Term of this Lease, the Town may terminate the Lease after providing EcoSpa notice of such intent to terminate the Lease and an opportunity to be heard by the Board of Trustees. If EcoSpa can cure or otherwise address the issue, the Lease may continue. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, the Board may terminate the Lease. This Agreement may be terminated after the Lease expires by either party, with or without cause, in the sole discretion of such terminating party, by the terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ninety (90) days prior to the stated termination date. If this Agreement is terminated, EcoSpa's accrued liability to the Town arising under this Agreement prior to the effective date of such termination shall survive the termination, and the Town may re-enter, take possession of the Leased Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages or pursuant to any other authority granted pursuant to Colorado law.

**Holding Over.** In the event that EcoSpa, or its successor in interest, if any, shall remain after the Term of this Lease, and provided that this Lease has not been terminated pursuant to "Termination", above, it is the intention of the parties and it is hereby agreed that the right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The Lease may be terminated by either party during the hold over period upon 30 days written notice. Notwithstanding any other provision to the contrary, EcoSpa shall not have a right to hold over should the Town terminate this lease prior to the expiration of the Term, above.

1.3 **Rent:** EcoSpa agrees to pay the Town as rent for the Leased Property as follows:

- a. EcoSpa shall pay to the Town monthly rent in an amount equal to \$50.00 per month during the Term of the Lease. Rent is due on the first day of each month; and
- b. An amount equal to \$2.00 for each sale of a product or service not subject to sales tax ("Transaction") in a business conducted on the Leased Property ("Service Fee"). EcoSpa shall account to the Town for the Service Fees collected for each calendar month and remit the Service Fees accrued within ten (10) days of the last day of the month.
- c. Payments not received by the Town by the 15<sup>th</sup> day of each month constitute a breach of the Agreement. A late fee of \$25 will be added to each payment on all payments not received by the 15<sup>th</sup> day of each month.
- d. Payment for all rent and fees shall be by check or money order payable to the order of "The Town of Palmer Lake".

- 1.4 Uses: EcoSpa shall have the exclusive use of the Leased Property for those uses more fully set out in Exhibit B which is attached hereto.

**ARTICLE 2  
ECOSPA'S DUTIES WITH RESPECT TO THE LEASED PROPERTY**

- 2.1 Designation of Smoking Areas. The Leased Property shall remain a non-smoking area.
- 2.2 Compliance with Applicable Laws And Directives. EcoSpa agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Palmer Lake municipal ordinances, as well as all rules and regulations adopted by the Town or any of its Boards, Divisions, Departments, Commissions having jurisdiction over the Elephant Rock Property.
- 2.3 Days and Hours Of Operation. Days and hours of operation shall be determined by mutual agreement of the parties memorialized by a separate memorandum.
- 2.4 EcoSpa Personnel. EcoSpa shall control the conduct and demeanor of its agents, independent contractors, and employees. Upon objection from the Town concerning the conduct or demeanor of any such person, EcoSpa shall immediately take all lawful steps to remove the cause of the objection.
- 2.5 Physical Interference. EcoSpa shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Leased Premises unless otherwise agreed to in writing by the Town.
- 2.6 Taxes. EcoSpa agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may be due. EcoSpa shall not cause, permit or otherwise allow any lien to be levied against the Property.
- 2.7 Licenses. EcoSpa agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.
- 2.8 Record keeping and Inspection of Books. EcoSpa shall keep books and records of the Transactions subject to the Service Fee in accordance with good accounting practices.

Those books and records shall be made available to Town upon request, after 24 business hours' notice.

### ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 **In General**. EcoSpa shall have the right of ingress and egress to and from the Leased Premises for EcoSpa's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of EcoSpa's business under this Lease. Areas designated as restricted areas by the Town will be excluded from such ingress and egress. Keys to the Property and Buildings will be provided to EcoSpa and if EcoSpa changes the locks to any portion of the Property, EcoSpa will provide a copy of said key to the Town. EcoSpa assumes all responsibility and liability associated with actions of those individuals who EcoSpa provides keys to the Leased Premises.
- 3.2 **Closures**. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the Property, presently or hereafter used as such. However, such notice of closure shall immediately be addressed to resolve, avoid, and not be unreasonably imposed.

### ARTICLE 4 IMPROVEMENTS, MAINTENANCE AND UTILITIES

- 4.1 **Acceptance**. On the date of commencement of EcoSpa's occupancy of the Leased Premises, EcoSpa shall acknowledge that it accepts the Leased Premises as well as any Town equipment and fixtures "AS IS."
- 4.2 **Maintenance And Repair**. EcoSpa shall improve, maintain and repair the Leased Premises, equipment and fixtures. The Town shall not in any way be liable to EcoSpa for failure to make repairs to the Leased Property.
- 4.2.1 EcoSpa shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by any condition of the Property, known or unknown, including but not limited to defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Leased Premises, whether said breakage or stoppage results from freezing or otherwise.
- 4.3 **Cleaning**. EcoSpa shall keep the Leased Premises, its fixtures, and all areas used in clean and in good sanitary condition as required by the ordinances, resolutions, statutes and

health, sanitary and police regulations of the Town of Palmer Lake and State of Colorado and policies of the Town.

4.3.1. EcoSpa is responsible for the ongoing cleanliness of the Leased Premises in order to provide a clean and orderly appearance for the public, including but not limited to, busing and cleaning tables, chairs, deck, floor areas, windows, and removing trash accumulations to designated trash containers.

4.3.2 EcoSpa is responsible to provide and pay for all cleaning supplies used in connection with its obligation to maintain the cleanliness of the Leased Premises.

4.4 Utilities: EcoSpa shall pay the utility charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Leased Premises shall be metered separately and paid directly to the respective utility as billed. Payments not made each month constitute a breach of the Agreement and may, in the discretion of the town, constitute a basis for terminating the Agreement.

4.5 Installation Of Equipment And Trade Fixtures. Equipment, trade fixtures, signs or other personal property used by EcoSpa in its business, or any improvements thereon, shall be installed without the prior written approval of the Town for the interior. Exterior fixtures are subject to respective town code and/or regulation (ie., sign permit). In any event, the installation of Equipment and/or Trade Fixtures shall be done in compliance with any rules, regulations, or laws.

4.6 Removal Of Equipment And Trade Fixtures. EcoSpa shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the rent or fees and any other amounts due from EcoSpa to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by EcoSpa upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.

4.7 Title To Improvements. No improvements shall be made to the Leased Property without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Leased

Property and are subject to the terms applicable to the Leased Property within this Agreement.

- 4.8 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by EcoSpa shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

#### **ARTICLE 5 DAMAGE BY ECOSPA**

5.1 The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to the Leased Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's his direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Leased Property, Tenant shall continue to be liable for the Leased Property Rental Fee and all other charges provided for in this Agreement, even if the Leased Property has been rendered untenable or unusable.

5.2 Tenant shall deposit with the Town a security deposit in the amount of \$100.00. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Leased Property, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

#### **ARTICLE 6 TOTAL OR PARTIAL DESTRUCTION**

6.1 Leased Property Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Leased Property or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

6.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Leased

Property and his interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenability or non-usability

6.1.2 In the event the Town elects not to exercise its option in 6.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Tenant shall repair the Leased Property.

- 6.2 Removal Of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment, and other items of its personal property within thirty (30) days after receipt of written request by the Town.
- 6.3 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 6.4 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of or other Town property, however the necessity may occur.

## ARTICLE 7 INDEMNIFICATION AND INSURANCE

- 7.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within the Leased Property by EcoSpa, its agents, employees or contractors.
- 7.2 Indemnification By EcoSpa. EcoSpa covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of EcoSpa. As used herein, the terms "EcoSpa" and "the Town " includes the respective directors, officers, agents, employees and contractors of EcoSpa and the Town.

- 7.3 **EcoSpa Insurance.** Without limiting any of EcoSpa's obligations hereunder, EcoSpa shall provide and maintain comprehensive liability insurance coverage naming the Town as an additional insured under this Agreement with a minimum aggregate limit of \$1,000,000.00. EcoSpa shall supply the Town with a certificate of insurance.
- 7.4 **Precautions Against Injury.** EcoSpa shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 7.5 **Failure To Insure.** Failure of EcoSpa to take out and/or maintain, or the taking out and/or maintenance of any required insurance, shall not relieve EcoSpa from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of EcoSpa concerning indemnification.
- 7.6 **No Waiver of Governmental Immunity.** 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.

#### **ARTICLE 8 NO ASSIGNMENT/SUBLET**

EcoSpa shall not assign this Agreement and shall not sublet or otherwise allow any person to take possession of all or any portion of the Leased Premises. Any transfer by operation of law of EcoSpa's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town, which shall not be unreasonably withheld.

#### **ARTICLE 9 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS**

- 9.1 **In General.** The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to EcoSpa's operation as is reasonably practicable) to enter upon any part of the Leased Property to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether EcoSpa has complied with and is complying with the terms and conditions of this Agreement with respect to such premises or to perform or cause to be performed maintenance and make repairs or replacements as the Town deems necessary.

- 9.2 **Obstruction By EcoSpa.** In the event that any personal property of EcoSpa shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, EcoSpa shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If EcoSpa shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 9.3 **No Eviction Or Abatement.** Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of EcoSpa, nor be made the grounds for any abatement of the Rent nor any claim or demand for damages against the Town, consequential or otherwise.

**ARTICLE 10  
DEFAULT, RIGHTS OF TERMINATION**

- 10.1 **Default By EcoSpa.** Time of payment and performance is of the essence in this Agreement. EcoSpa shall be in default under this Agreement upon the occurrence of any one or more of the following nonexclusive list of events:
- 10.1.1 EcoSpa's failure to pay the Rent or any fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 10.1.2 EcoSpa's failure to maintain the insurance required above.
- 10.1.3 EcoSpa's assignment of any right hereunder or attempt to sublet the Leased Property, a violation of Article 8.
- 10.1.4 EcoSpa's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.
- 10.1.5 The filing by EcoSpa of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against EcoSpa, the taking of possession of all or substantially all of EcoSpa's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of EcoSpa's

assets and the failure of EcoSpa to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

10.1.6 The abandonment for a period of fourteen (14) days by EcoSpa of the conduct of all its business operations during the terms of this Agreement.

10.1.7 The assignment by EcoSpa of its assets for the benefit of creditors.

10.1.8 The death or disability of EcoSpa or a principal of EcoSpa.

10.1.9 Any other significant and material breach of this Agreement.

10.2 The Town's Remedies On Default.

10.2.1 In the event of a default by EcoSpa, the Town may terminate this Agreement by notice in writing to EcoSpa. In the alternative, the Town may elect to keep the Agreement in force and work with EcoSpa to cure the default. If this Agreement is terminated, EcoSpa's liability to the Town for damages and fees, including but not limited to the Rent, shall survive the termination, and the Town may re-enter, take possession of the Leased Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

10.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Leased Premises by others, and in that connection may make any suitable alterations or refurbish the Leased Property, but the Town shall not be required to make such arrangement for any use or purpose.

10.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the parties may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

**ARTICLE 11  
MISCELLANEOUS PROVISIONS**

11.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town or EcoSpa, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 11.2 **Non-Waiver.** The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 11.3 **Non-liability of Individuals.** No member, director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 11.4 **Limitation on Use.** EcoSpa shall not use, or permit the use of the Leased Property, or any part thereof, for any purpose or use other than those authorized by this Agreement and Exhibit B. Neither shall EcoSpa permit nor suffer any disorderly noise or nuisance whatsoever about the Leased Property, or other Town property.
- 11.5 **Governing Law.** This Agreement shall be performable and enforceable in the Town of Palmer Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 11.6 **Benefits.** This Agreement is made for the sole and exclusive benefit of the Town and EcoSpa and is not made for the benefit of any third party.
- 11.7 **Construction.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 11.8 **Successors and Assigns.** All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 9.
- 11.9 **Headings.** The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 11.10 **Entire Agreement.** This Agreement and Exhibits, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or

promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 11.11 **Severability.** In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or EcoSpa in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 11.12 **Surrender Of Possession.** Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with the above, unless this Agreement is renewed or replaced.
- 11.13 **The Town Representative.** The Town designates the Town Administrator, or designee, as its representative who shall make, within the scope of her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to EcoSpa.
- 11.14 **Notices.** Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

**To EcoSpa: EcoSpa, LLC  
Attn: Richard and Lindsay Willan  
P.O. Box 216  
Palmer Lake, CO 80133  
digbycrofts@gmail.com  
719 648-1419**

**To the Town: Town of Palmer Lake  
Attention: Dawn Collins  
42 Valley Crescent  
PO Box 208**

Palmer Lake, CO 80133  
dawn@palmer-lake.org  
Palmer Lake, CO

Copy To: Matthew Z. Krob, Town Attorney  
8400 E. Prentice Avenue  
Penthouse  
Greenwood Village, CO 80111  
matt@kroblaw.com  
303 694 0099

- 11.15 Paragraph Headings. Paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.
- 11.16 Schedules And Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.
- 11.17 Force Majeure. Neither the Town nor EcoSpa shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 11.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 11.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of EcoSpa.
- 11.20 At the time of this Lease, the Town anticipates leasing other portions of the Elephant Rock Property to additional Tenant(s). This will necessitate terms regulating the use and maintenance of common or shared spaces that will be applicable to all Tenants. Tenants agree to abide by these terms as will be determined in the sole discretion of the Town.

**ARTICLE 12  
PURCHASE AND FIRST RIGHT OF REFUSAL**

12.1 Purchase. The Tenant shall have the right to purchase the property described on Exhibit A, consisting of 2.8 acres beginning on June 8, 2031. The purchase price for such property shall be one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00). The Parties anticipate executing a separate Option to Purchase Agreement followed by a Purchase Contract to effectuate the purchase. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.


Prior to such purchase, the Property must be properly subdivided and the Property parcel created, and any required redevelopment or development agreements must be executed by Tenants as may be required by the Town.

12.2 First Right of Refusal

Should the Tenant decide not to purchase the Property pursuant to 12.1, or decide to terminate this Lease, the Lease will terminate and the Property will revert back to the Town of Palmer Lake with its improvements there on and title to said improvements shall transfer automatically to the Town.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

**TOWN OF PALMER LAKE**

  
\_\_\_\_\_  
Grant Havenar, Mayor

ATTEST:

  
\_\_\_\_\_  
Dawn Collins

**ECOSPA**

**EcoSpa, LLC**

**By:**

  
\_\_\_\_\_  
Richard Willan, member and manager

  
\_\_\_\_\_  
Lindsay Willan, member and manager



# ECO SPA AT CHAUTAUQUA SPRINGS - WILLAN'S PROPOSAL - ESTIMATE & TIMELINE FOR RENOVATION & CONSTRUCTION

| BUILDING / USAGE                            | FORMERLY       | PHASES  | PVT OR TPL COMM USE   | EST. COST / SOURCES                           | TIMELINE   |
|---|----------------|---|---|---|--|
| <b>ECO SPA</b>                              | OLD POOL       | PHASE 1: RENOVATION & CONSTRUCTION AS OUTLINED IN PLAN & MODEL PROVIDED, INC. PARKING.<br><br>PHASE 2: EXPANSION  | THIS WILL BE A FOR PROFIT BUSINESS, SPECIAL RATES FOR TPL RESIDENTS | PHASE 1: \$1.5M FUNDED BY WILLANS & INVESTORS | APPROXIMATELY ONE YEAR FROM AGREEMENT OF LAND PURCHASE                       |
| <i>Year round full service spa</i>          |                |   |   | PHASE 2: \$1M FUNDED BY PHASE 1 REVENUE       | PHASE 2 EXPANSION DEPENDING ON SUCCESS OF SPA, ADDITIONAL MASSAGE ROOMS ETC. |
| <i>Therapies, Aqua Classes</i>              |                |   |   |   |  |
| <i>Yoga, Vjitsu,</i>                        |                |   |   |   |  |
| <i>Juice Bar, Café</i>                      |                |   |   |   |  |
| <b>AMPITHEATRE</b>                          | AMPITHEATRE    | PHASE 1: DEMO & RECONSTRUCTION OF STAGE & BENCHES<br><br>PHASE 2: EXTENSION OF SEATING  | PART OF ECO SPA, WITH FREE USE GRANTED TO TPL WHEN AVAILABLE        | PHASE 1: \$50K FUNDED BY WILLANS              | SAME AS ECO SPA (SEE ABOVE)  |
| <i>Plays, Storytelling</i>                  |                |   |   | PHASE 2: \$10K FUNDED BY PHASE 1 REVENUE      |  |
| <i>Natural Local History</i>                |                |   |   |   |  |
| <i>Movie Nights</i>                         |                |   |   |   |  |
| <i>Acoustic Music Performances</i>          |                |   |   |   |  |
| <i>Star Gazing / Education</i>              |                |   |   |   |  |
| <b>INDOOR EVENT CENTER</b>                  | BASKETBALL CT. | PHASE 1: DESIGN & BUILD UNISEX / ADA RESTROOM ON-SITE OF EXISTING STORAGE ROOM & CATERING KITCHENETTE<br><br>PHASE 2: CLAD EXTERIOR IN CEDAR AS PER DESIGN & ADD PERGOLA OVER BBQ AREA, OUTDOOR SEATING | PART OF ECO SPA, WITH FREE USE GRANTED TO TPL WHEN AVAILABLE        | PHASE 1: \$45K FUNDED BY THE WILLANS          | PHASE 1: SOFT OPEN JUNE 2023, GRAND OPENING JULY 4TH, 2023                   |
| <i>Community Classes</i>                    |                |   |   |   |  |
| <i>Yoga, Tai Chi, Jiu-jitsu</i>             |                |   |   |   |  |
| <i>Community Dances, Classes</i>            |                |   |   |   |  |
| <i>Arts &amp; Crafts Classes</i>            |                |   |   |   |  |
| <i>Exhibitions &amp; Related Gatherings</i> |                |   |   |   | PHASE 2: PROJECTION 2024   |
| <i>Local youth group meetings</i>           |                |   | PHASE 2: \$100K FROM PHASE 1 REVENUE                                |   |  |
| <i>&amp; Food Tastings</i>                  |                |   |   |   |  |

Item 16.

## OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is made this 29 day of September, 2023, by and between by and between the Town of Palmer Lake, a Colorado statutory town (the "**Town**"), and EcoSpa, LLC, a Colorado limited liability company ("**EcoSpa**"). Town and EcoSpa are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

### RECITALS

A. The Town owns that certain real property commonly referred to as the Elephant Rock Property consisting of approximately 28 acres (hereinafter referred to as the "**Entire Elephant Rock Property**"). The Town acquired the Entire Elephant Rock Property pursuant to that certain warranty deed dated June 8, 2021. The Entire Elephant Rock Property was a gift from Living Word Chapel who expressed the desire that the Town develop "a well-articulated plan for how this property will benefit the residents of Palmer Lake" and "the Town will not sell or otherwise dispose of the property for a period of 10 years."

B. There are certain improvements on approximately 2.8 acres of the Entire Elephant Rock Property that have been leased to EcoSpa ("**Leased Property**") consisting of a gymnasium, maintenance shed, a swimming pool and an outdoor amphitheater ("**Improvements**") which are in disrepair. The Leased Property is more fully described in Exhibit A which is attached.

C. As part of the development of the Leased Property, the Town wishes to provide for the development of the Leased Property for the benefit of the community. EcoSpa wishes to redevelop the Leased Property and refurbish the Improvements and construct additional building(s) and improvement(s) ("**Project**"). The uses of the Leased Property are restful and tranquil.

D. Because the Project will require the investment of significant capital, EcoSpa wishes to purchase the Leased Property. The Town does not wish to sell the Leased Property until after June 8, 2031. To allow the immediate redevelopment of the Leased Property, the Town has leased the Leased Property to EcoSpa ("**Lease**") and EcoSpa desires the Town to grant EcoSpa this Option to Purchase the Leased Property ("**Option Agreement**"). The Town will also require a Redevelopment Agreement once EcoSpa has a more definite plan of Redevelopment and before redevelopment begins.

THEREFORE, the Recitals above are incorporated herein and made a material part of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### OPTION TO PURCHASE

1. The Town grants EcoSpa, LLC the exclusive option to purchase the Leased Property on the following terms and conditions set out below on and after June 8, 2031 or on an earlier date as the Town advises EcoSpa that it may sell and EcoSpa may purchase the Leased Property.
2. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.
3. The purchase price is One Hundred Twenty Thousand dollars (\$120,000.00) "(Purchase Price)". The purchase price is one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00).
4. To exercise its purchase option, EcoSpa shall give the Town written notice of its exercise of the option. The sale shall be closed at place and on a date and time mutually agreeable between the parties which shall be no later than one hundred and twenty (120) days after the exercise of the option and no later than ninety (90) days after the passage of an ordinance by the Town to sell the Leased Property, whichever is later. At the closing, EcoSpa shall pay the Town the Purchase Price in cash, and the Town shall convey the Leased Property to EcoSpa by general warranty deed containing no exceptions or liens, subject only to ad valorem taxes for the year of such conveyance (which will be prorated as of the date of such conveyance), and other restrictions, easements, and encroachments affecting the premises which are required by the Town in its sole discretion.
5. The Lease will continue until the closing and the exercise of its option will not relieve either party of any of its obligations, covenants, or agreements under the Lease until closing. Upon the closing this Lease will terminate. If the then-existing term of the Lease expires while the closing of the purchase of the premises is pending, the Town may in its sole discretion extend the Lease from day to day at the then-existing lease terms until closing has occurred. The Town and EcoSpa agree to cooperate in order to assure the closing of

the sale and purchase of the Leased Property and to take those actions necessary to complete the sale.

6. The terms of this Option Agreement will bind and benefit the Town and EcoSpa and their respective successors. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
7. All offers, acceptances, and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party or available from a document recorded in the chain of title to the Leased Property. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.
8. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and personal representatives of the parties hereto. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
9. This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.
10. **Notices.** Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

**To EcoSpa: EcoSpa, LLC  
 Attn: Richard and Lindsay Willan  
 P.O. Box 216  
 Palmer Lake, CO 80133  
 digbycrofts@gmail.com  
 719 648-1419**

**To the Town: Town of Palmer Lake  
 Attention: Dawn Collins  
 42 Valley Crescent  
 PO Box 208  
 Palmer Lake, CO 80133**

dawn@palmer-lake.org

**Copy To: Matthew Z. Krob, Town Attorney  
8400 E. Prentice Avenue  
Penthouse  
Greenwood Village, CO 80111  
matt@kroblaw.com  
303 694 0099**

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

**TOWN OF PALMER LAKE**


  
\_\_\_\_\_  
Grant Havenar, Mayor

ATTEST:

  
\_\_\_\_\_  
Dawn Collins

**ECOSPA  
EcoSpa, LLC**

By:   
\_\_\_\_\_  
Richard Willan, member and manager

  
\_\_\_\_\_  
Lindsay Willan, member and manager

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 18-2024**

**A RESOLUTION APPROVING ADDENDUM NO. 1 TO LEASE AGREEMENT WITH ECOSPA LLC, 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;

**WHEREAS**, the Town and EcoSpa previously entered into a Lease Agreement for certain real property owned by the, which includes among structures, a building known as the “annex building” or gymnasium; and

**WHEREAS**, the EcoSpa LLC, has agreed to pay and the Town has agreed to receive certain revenue derived from rental of the annex building; and

**WHEREAS**, the parties have entered into Addendum No. 1 to the Lease Agreement, which is attached.

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

1. The Board of Trustees for the Town of Palmer Lake hereby approves Addendum No. 1 to the lease agreement with EcoSpa LLC as presented and attached hereto.
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 22nd DAY OF FEBRUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

BY:   
\_\_\_\_\_  
Grant Havenar  
Mayor

**ADDENDUM NO. 1 TO  
LEASE AGREEMENT WITH ECOSPA LLC**

This Addendum No. 1 to Lease Agreement with EcoSpa, LLC, (“Addendum No. 1”) is made this 22nd day of February, 2024, by and between EcoSpa LLC, a Colorado limited liability company (“EcoSpa”) and the Town of Palmer Lake, Colorado (“Town”), collectively “the Parties”.

**WHEREAS**, the Parties previously entered into a Lease Agreement (“the Lease Agreement”) dated September 29, 2023 leasing certain real property owned by the Town (“the Property”) to EcoSpa; and

**WHEREAS**, part of the Property leased to EcoSpa includes what is referred to by the Parties as “the annex building” aka the gymnasium; and

**WHEREAS**, the Parties desire to amend the Lease Agreement to reflect an additional payment agreed to by EcoSpa and the Town for a portion of the revenue generated from renting the annex building, as set forth below.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE LEASE AGREEMENT AND THIS ADDENDUM NO. 1, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. Section 1.3 of the Lease Agreement is amended by adding the following language as subpart c.:  
  
“c. an amount equal to 8% of all funds received by EcoSpa for rental of the annex building. EcoSpa shall account to the Town for the rental fees collected each calendar month and remit the rental fees accrued within ten (10) days of the last day of the month.”
2. Subparts c. and d. of Section 1.3 of the Lease Agreement shall be re-lettered as “d.” and “e.” respectively.
3. Except as specifically altered by this Addendum No. 1, all other provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**ECOSPA LLC, COLORADO**

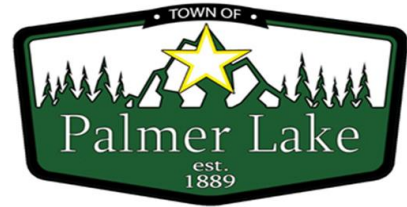
By: \_\_\_\_\_  
Owner

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

**TOWN OF PALMER LAKE, COLORADO**

By: \_\_\_\_\_  
Mayor Glant Havenar

Attest: \_\_\_\_\_  
Town Administrator/Clerk



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

|   |                 |  |
|---|-----------------|--|
| <b>DATE:</b> November 14, 2024                          | <b>ITEM NO.</b> | <b>SUBJECT:</b> Resolutions to Authorize Professional Service Agreements |
| <b>Presented by:</b><br>Town Administrator Dawn Collins |                 |  |

**Background**

With a proposed annexation, staff has solicited the following independent analysis –

- Independent Fiscal Impact Analysis by Economic & Planning Systems (EPS)
- Independent Traffic Impact Analysis by Stolfus & Associates
- Water System Analysis by GMS engineering consultant

The cost for these reports will be reimbursed by the applicant and provided to the Board of Trustees when considering the possible annexation. Note the scope of each analysis to provide facts to the Town.

**Recommended Action**

Staff recommends authorizing the three professional service agreements to conduct the studies.

**TOWN OF PALMER LAKE, COLORADO****RESOLUTION NO. 53-2024****A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH ECONOMIC & PLANNING SYSTEMS (EPS) TO CONDUCT AN INDEPENDENT FISCAL IMPACT ANALYSIS FOR A POSSIBLE ANNEXATION TO THE TOWN OF PALMER LAKE**

**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 has interest in considering the anticipated fiscal impact of a proposed annexation; and

**WHEREAS**, the Board of Trustees believes an independent analysis of the anticipated fiscal impact will be in the best interest of the Town; and

**WHEREAS**, the annexation applicant has agreed to reimburse the Town for all costs incurred by the Town in obtaining an independent analysis of the anticipated fiscal impact from the proposed annexation.

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

1. Town Board authorizes the Mayor to sign a Professional Service agreement with EPS to complete an independent fiscal analysis for the proposed annexation, as set forth in Exhibit A, attached.
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 14th DAY OF NOVEMBER, 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

**Town of Palmer Lake, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of October, 2024, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Economic & Planning Systems, Inc. (hereinafter referred to as "Consultant").

**RECITALS:**

- A. The Town seeks professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed \$24,940. Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of eight percent (8%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

A. **INDEMNIFICATION – GENERAL:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the Town, its mayor and Town council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and Town council, its officers, agents and employees from damages to the extent caused by the negligence of the Town's mayor and Town council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the Town, its mayor and Town council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its mayor or Town council, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and Town council, officials, officers, directors, agents and employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and Town council, officials, officers, directors, agents and employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to

Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement.

No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Dawn A. Collins, Town Administrator / Clerk  
 Town of Palmer Lake  
 42 Valley Crescent  
 P.O. Box 208  
 Palmer Lake, Colorado 80133

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

#### **XI. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the

Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of El Paso, State of Colorado.

### **XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

**THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

### **XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

### **XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

### **XVIII. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Dawn A. Collins, Town Administrator / Clerk  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)



## ATTACHMENT A

### Project Understanding

Buc-ees is a Texas-based chain of highway gas station and convenience stores known for their clean facilities and extensive selection of convenience food and other tourist type retail goods. The company is proposing the development of a new travel center at the southwest corner of I-25 and County Line Road in El Paso County. They are in discussions with the Town of Palmer Lake for annexation and rezoning. They are also expected to request economic development incentives to address eligible infrastructure and other development costs. The Town of Palmer Lake has requested Economic & Planning Systems to submit a proposal for a fiscal impact analysis of the proposed development and annexation.

The Buc-ees chain began in Texas and opened its first travel center in 2003 and have 34 centers in the state. They have recently expanded into eight other states including Colorado with an additional 14 centers. The first center in Colorado is in Johnstown opened in 2024 and is one of the largest in the chain with a 74,000 square foot retail building and 116 gas pumps.

Buc-ees travel centers have the potential to have a significant economic impact to the Town of Palmer Lake. A review of an Economic Impact Report submitted to the Town of Johnstown indicated the store is projected to generate provided a significant economic incentive to the company. The center is estimated to produce \$25 million in taxable sales per year and generate \$875,000 in sales tax revenues based on the Town's 3.5 percent sales tax rate. The Town provided Buc-ees with a sales tax incentive equal to one-half of the 3.0 percent general purpose sales tax per year for 25 years which is estimated to be \$375,000 per year and \$9.4 million in total.

The preliminary proposal submitted to the Town of Palmer Lake would be for annexation and rezoning of approximately 25 acres of commercially zoned land in El Paso County for a 75,000 square foot retail building and a total of 120 gas pumps. The project would require annexation of approximately 2 miles of County Line Road from the Town's current boundary to the site. Palmer Lake Town Council and staff are interested in evaluating the economic and fiscal impacts of the proposed development on the Town including estimated annual property and sales tax revenues and the estimated annual cost of providing Town services, as well as the one-time costs of extending infrastructure to the site from the existing town limits.

### Scope of Work

EPS will undertake the following tasks to complete the requested economic and fiscal impact analysis.

#### Task 1: Project Initiation

EPS will have a kick-off meeting with the Town's project manager and other key staff to review the scope of work and to identify any issues to be addressed in the study. We will request the Town identify the key staff to be interviewed regarding the expected cost of providing Town services. We will also contact Buc-ees project representative to obtain information on their development schedule, estimated development costs including road improvements and utility extensions, and their estimates of annual sales based on project comparable travel centers. We

will sign an NDA to ensure that any proprietary information remains confidential and outside of public review.

### **Task 2: Town of Palmer Lake Cost of Services**

EPS will first review the Town's annual budget to estimate the cost of providing Town services by department or service area of relevance to the proposed project. We estimate current costs by relevant factor (e.g., per household, per person, per mile of service area etc.) as a baseline for identifying the estimated additional cost of extending service to the proposed project. We will then meet with the appropriate department representatives to estimate the additional annual costs with serving the project. The annual budget impact of the project will then be estimated by service area and in total.

### **Task 3: Buc-ees Infrastructure Costs**

EPS will contact the Buc-ees project contact to obtain relevant data on their utility and access needs. We will then meet with Town Road and Bridge and Water Department staff and staff at the Palmer Lake Sanitation District to review the infrastructure upgrade requirements and to estimate the costs of extending facilities to the proposed site. Although these costs are to be paid for by the developer, it is expected they will be seeking reimbursements of these costs through economic development incentives, and verifying these costs and timing will therefore be important.

### **Task 4: Fiscal Impact Model**

EPS will compile a fiscal model quantifying annual Town expenses and revenues associated with the Buc-ees development including annual revenues and service costs and one-time infrastructure extension costs. The fiscal model forecasts will also include any requests for economic incentives to cover eligible expenses determine net fiscal impacts before and after concessions.

### **Task 5: Economic Impacts**

EPS will identify the additional economic impacts of the proposed development to the local and regional economy including estimated employment and wages. Other more qualitative economic benefits and impacts will also be assessed and documented.

### **Task 6: Reports and Presentation**

EPS will prepare a draft report of its analysis and conclusions regarding the economic and fiscal impacts of the proposed development and annexation. After receipt of comments and edits, a final report will be provided within one week. The budget assumes one in person meeting with the Town Council either in executive session or a regularly scheduled public meeting. Additional meetings will be billed as an additional cost item.

## Budget and Schedule

EPS agrees to complete the above work program in 60 days on a time and materials basis not to exceed \$24,940 without the prior approval of the Town. The approximate level of effort by task and staff level is shown in **Table 1**.

**Table 1**

| Description                                  | Principal    | Associate    | Research<br>Production | Total           |
|--|--------------|--------------|------------------------|-----------------|
| <b>Billing Rate</b>                          | <b>\$270</b> | <b>\$150</b> | <b>\$110</b>           |                 |
| <b>Labor Costs</b>                           |              |              |                        |                 |
| Task 1: Project Initiation                   | 4            | 8            | 0                      | \$2,280         |
| Task 2: Town of Palmer Lake Cost of Services | 8            | 16           | 0                      | \$4,560         |
| Task 3: Buc-ees Infrastructure Costs         | 8            | 16           | 4                      | \$5,000         |
| Task 4: Fiscal Impact Model                  | 4            | 12           | 4                      | \$3,320         |
| Task 5: Economic Impacts                     | 4            | 4            | 4                      | \$2,120         |
| Task 6: Reports and Presentation             | <u>16</u>    | <u>16</u>    | <u>4</u>               | <u>\$7,160</u>  |
| <b>Subtotal</b>                              | <b>44</b>    | <b>72</b>    | <b>16</b>              | <b>\$24,440</b> |
| <b>Direct Costs</b>                          |              |              |                        |                 |
| Local Travel                                 |              |              |                        | \$250           |
| Miscellaneous                                |              |              |                        | <u>\$250</u>    |
| <b>Subtotal</b>                              |              |              |                        | <b>\$500</b>    |
| <b>Total Budget</b>                          |              |              |                        | <b>\$24,940</b> |

Source: Economic & Planning Systems

Z:\Shared\Proposals\DEN\243128-Palmer Lake Buc-ees Fiscal Impact Analysis\243128\_pbud\_10-6-24.xlsx\BUDGET (2)

**TOWN OF PALMER LAKE, COLORADO****RESOLUTION NO. 54-2024****A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH STOLFUS & ASSOCIATES TO CONDUCT AN INDEPENDENT TRAFFIC IMPACT ANALYSIS FOR A POSSIBLE ANNEXATION TO THE TOWN OF PALMER LAKE**

**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 has interest in considering the anticipated traffic impact of a proposed annexation; and

**WHEREAS**, the Board of Trustees believes an independent analysis will be in the best interest of the Town; and

**WHEREAS**, the annexation applicant has agreed to reimburse the Town for all costs incurred by the Town in obtaining an independent traffic analysis.

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

1. Town Board authorizes the Mayor to sign a Professional Service agreement with Stolfus and Associates, Inc., a Colorado corporation, to complete an independent traffic impact analysis for the proposed annexation, as set forth in attached 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 14th DAY OF NOVEMBER, 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

**Town of Palmer Lake, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of November, 2024, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Stolfus and Associates, Inc. (hereinafter referred to as "Consultant").

**RECITALS:**

- A. The Town seeks professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of and payment for the services. Any reuse of the Consultant's documents is at the Town's own risk.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed \$33,930. Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of eight percent (8%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and reasonably approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or time for completion of such services, which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If the requested changes in the scope of services will increase the costs and/or if the requested changes will affect the time for completion, then the Town and Consultant shall attempt to agree in writing on a description of the proposed changes and an appropriate adjustment in compensation and/or time for completion resulting from such changes, which the parties shall negotiate in good faith. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, the Town, and the publishers of technical standards.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at its sole cost, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, that constitute a breach of this Agreement.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. Provided however, (1) the Town acknowledges that the Consultant's work product is not intended or represented to be suitable for use on a particular project unless completed by

Consultant or for use or reuse by Consultant or others on extensions of a project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Consultant’s work product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the Town’s sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) The Town will release and hold harmless the Consultant and its officers, directors, owners, employees and consultants from any losses, expenses, or claims arising out of or related to any re-use or modification of the Consultant’s work product by the Town, without the written verification, completion or adaptation by Consultant. The Consultant shall not be liable for damages or delays resulting from the actions or inactions of any third-party contractor that is not under the direct control of the Consultant, including but not limited to government agencies that have review and permit authority.

**VIII. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

**IX. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which are directly caused by the Consultant’s breach of this Agreement, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other direct and verifiable costs and expenses incurred by the Town or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and reasonable attorneys’ fees if the court determines that these incurred costs and expenses were caused by such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, if the Services are for architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction, the Consultant’s duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant’s liability or fault pursuant to C.R.S. Section 13-21-111.5. The Town shall be entitled to its costs and attorneys’ fees incurred in any action to enforce the provisions of this Section where it is judicially determined to be the prevailing party. The Consultant’s indemnification obligation shall not be construed to extend to any injury, claim, cause

of action, demand, liability, loss, or damage which is caused by the act, omission, or other fault of the Town or of any third party for which the Consultant has no responsibility.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory

insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Dawn A. Collins, Town Administrator / Clerk  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to reasonably request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) per person and One Million, One Hundred Ninety-Five Thousand Dollars (\$1,195,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

### **XI. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

## **XII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

## **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

## **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of El Paso, State of Colorado.

## **XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

**THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

## **XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

## **XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

## **XVIII. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Dawn A. Collins, Town Administrator / Clerk  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

Copy to: Scotty Krob, Town Attorney  
KROB LAW OFFICE, LLC  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111  
[scott@kroblaw.com](mailto:scott@kroblaw.com)

Consultant: Stolfus & Associates Inc  
5690 DTC Blvd. #330W  
Greenwood Village, CO 80111  
ATTN:

## **XIV. WAIVER OF CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Town nor Consultant shall be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of such damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever, EXCLUDING DAMAGE OR LOSS TO, OR INJURY OR DEATH OF, THIRD PARTIES, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY HERETO.

*(SIGNATURES ON FOLLOWING PAGES)*

*SIGNATURE PAGE TO AGREEMENT FOR PROFESSIONAL SERVICES*

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

**TOWN OF PALMER LAKE, COLORADO**

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

**CONSULTANT: Stolfus & Associates, Inc.**

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

STATE OF  
COLORADO                    )  
  ) ss.  
COUNTY OF                 )  
EL PASO                     )

Subscribed and sworn to before me by \_\_\_\_\_ **(CONSULTANT)** and \_\_\_\_\_ **(TOWN)**, who appeared personally before me this \_\_\_\_ day of \_\_\_\_\_, and who did swear, affirm, certify, depose, and warrant that he/she/they have signed the hereinabove instrument as his/her/their sui juris act and who is/are legally authorized to sign the hereinabove instrument and do hereby attach documentary evidence of his/her/their authority if acting on behalf of any fictitious legal entity of public or private law.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_ (SEAL)

**Town of Palmer Lake  
Palmer Lake Traffic Impact Study  
October 23, 2024**

**Introduction**

The Town of Palmer Lake is interested in annexing land in the southwest corner of the I-25/County Line Rd interchange in anticipation of a proposed Buc-ees gas station and convenience store. The developer has already hired an engineering firm to conduct a traffic impact study to gain approval and obtain an access permit from the relevant jurisdictions. The Town has requested that Stolfus & Associates, Inc. (Stolfus) aid the Town staff by performing traffic engineering support services. It is our understanding that the Town is looking for us to conduct an independent traffic impact study of the development to ensure that the developer will provide sufficient accommodations as to maintain acceptable traffic operations within the Town.

The study area is located within unincorporated El Paso County, however, once the annexation is completed, it will be fully under the jurisdiction of the Town of Palmer Lake. The proposed study area includes the following intersections:

- County Line Rd/Spruce Mountain Rd
- County Line Rd/Beacon Lite Rd
- County Line Rd /I-25 NB Ramps
- County Line Rd /I-25 SB Ramps
- Proposed Site Accesses

In addition to the intersections listed above, the segment of County Line Rd from I-25 to Spruce Mountain Rd will be evaluated in the study as well.

This task order identifies the general scope of work necessary to complete the following:

- Project Team Coordination and Meetings
- Data Collection
- Analysis of Existing & Build Scenario
- Review of Developer's Traffic Study
- Technical Documentation
- Project Management & Administration

**Scope of Services**

***Work Element 1: Project Team Coordination and Meetings***

**Kick-off Meeting:** Once notified, Stolfus will conduct a virtual meeting with Town staff, to discuss concerns, to establish project objectives and schedule, and to identify any additional information needed to complete the study.

**Other Meetings:** One agency coordination meeting is included in the scope. It is assumed that this meeting will involve a presentation of the traffic and safety analysis findings approach to a broader audience that may include Local Agencies (Douglas and El Paso Counties), CDOT R2,

or others. In addition, two coordination calls with Town staff have been included in the scope as well.

**Meeting with Developer:** The Town has indicated that the developer may be interested in meeting with Stolfus. As such, one meeting with the developer has been included in the scope.

### **Work Element 2: Data Collection**

Stolfus will compile available data and collect the additional data needed to complete the study. Stolfus will coordinate with the Town of Palmer Lake, El Paso and Douglas Counties, and CDOT to identify any planned developments or roadway improvements in the vicinity of the site.

Stolfus will conduct turning movement counts (TMC) at the four study intersections and a 24-hour vehicle classification count in two locations along County Line Rd. Since Buc-ees typically experiences higher trip generation rates than a standard rest stop or travel plaza, TMC's will be collected at an existing Buc-ees in Johnstown, CO to more accurately forecast the development's trip generation.

### **Work Element 3: Traffic Analysis**

Stolfus will evaluate the following five scenarios:

- Existing (year 2024)
- Opening Year No Build (year 2026)
- Opening Year Build (year 2026)
- Horizon Year No Build (year 2044)
- Horizon Year Build (year 2044)

The purpose of the existing and no build analyses (without the development) is to establish a baseline to compare to the build scenarios. Background future traffic forecasts (without the site development) will be developed for the study intersections and along County Line Rd based on existing traffic counts, traffic generated by future planned developments, and background traffic growth. Any operational concerns found in these analyses will be documented and recommendations for improvements to achieve acceptable operations will be made.

The traffic operations analyses will be conducted in accordance with the methodology prescribed in the Highway Capacity Manual (HCM) Seventh Edition. Weekday AM and PM peak hour analyses will be conducted to evaluate traffic operations and identify any areas of concern. Each study intersection will be evaluated using Synchro 11, with Highway Capacity Software (HCS) used to supplement any analysis if needed.

Stolfus will include the two interchange ramp terminals at the County Line Rd/I-25 interchange in the traffic evaluation. Recommendations will be made if operations are found to be unacceptable in any of the scenarios. The interchange analysis will be confined to the ramp terminals and will not include the merge and diverge sections. In discussions with CDOT R2, it was confirmed that the engineering firm conducting this traffic study on behalf of the developer will be responsible for performing an Intersection Control Assessment Tool (ICAT) for each side of the intersection. Stolfus will provide future volume forecasts, evaluate traffic operations, and

recommend improvements required to achieve acceptable operations at the ramp terminals. The analysis conducted by Stolfus at the interchange is not scoped to go beyond this.

**Work Element 4: Review of Developer’s Traffic Study**

The developer has hired an engineering firm to prepare a traffic impact study for the proposed development. As part of this scope, Stolfus will review this study. The primary intent of the review will be to evaluate whether the trip generation forecast is appropriate, and whether the recommended improvements will be sufficient to maintain acceptable traffic operations within the Town.

**Work Element 5: Technical Documentation**

Stolfus will prepare a technical report to summarize the methods, assumptions, processes and results of our transportation planning and traffic analysis work associated with the project.

The technical report is anticipated to include the following information:

- Existing traffic analysis
- Future traffic forecasts
- Trip generation forecasts
- Detailed comparison of build and no build volume forecasts and traffic operations
- Improvements required from the developer to maintain acceptable traffic operations within the study area

Stolfus will prepare and submit a draft version of the technical report to the Town of Palmer Lake for review and comment. Comments on the draft memo will be incorporated into a final version. Stolfus will not work on or draft terms for the annexation of the land. All analysis and documentation will be confined to the traffic portion of the project.

**Work Element 6: Project Administration and Management**

Stolfus will review/process invoices, as well as provide other project administration/ management services (coordination and product review) throughout the duration of the project. It is anticipated that the project will take three months to complete, from signing of the contract to the final submittal of the study. Stolfus will be responsible for coordination of our work elements to meet the agreed-upon schedule with the Town of Palmer Lake.

**Fee Summary**

Stolfus proposes a fixed fee of \$33,930 to complete the Palmer Lake Traffic Impact Study, in accordance with the scope presented herein.

**END OF SCOPE**

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 55-2024**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH  
GMS INC., ENGINEERING CONSULTANTS TO CONDUCT WATER SYSTEM  
ANALYSIS FOR A POSSIBLE ANNEXATION TO THE TOWN OF PALMER LAKE**

**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 has interest in considering the water system impact of a proposed annexation; and

**WHEREAS**, the Board of Trustees believes an analysis by the town engineering consultant will be in the best interest of the Town; and

**WHEREAS**, the annexation applicant has agreed to reimburse the Town for all costs incurred by the Town in having the Town's engineering consultant perform the water system analysis.

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

1. Town Board authorizes the Mayor to sign a Professional Service agreement with GMS Inc., Engineering Consultant to complete a water system analysis for the proposed annexation, as set forth in attached 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 14th DAY OF NOVEMBER, 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

**Town of Palmer Lake, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_ day of November 2024, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and GMS Inc., Consulting Engineers (hereinafter referred to as "Consultant").

**RECITALS:**

- A. The Town seeks professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY**

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant as indicated in Exhibit A on a time and materials basis an estimated Forty Five Thousand Dollars (\$45,000.00). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other

charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the rate of eight percent (8%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

A. **INDEMNIFICATION – GENERAL:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the Town, its mayor and Town board, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and Town board, its officers, agents and employees from damages to the extent caused by the negligence of the Town's mayor and Town board, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the Town, its mayor and Town board, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its mayor or Town board, or any of its officials, officers, directors, agents and employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred

Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Dawn A. Collins, Town Administrator / Clerk  
 Town of Palmer Lake  
 42 Valley Crescent  
 P.O. Box 208  
 Palmer Lake, Colorado 80133

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material

breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

#### **XI. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

#### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

**XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of El Paso, State of Colorado.

**XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

**THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.**

**XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

**XVIII. NOTICE**

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Dawn A. Collins, Town Administrator / Clerk  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

Copy to: Town Attorney  
KROB LAW OFFICE, LLC  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111

Consultant: GMS Inc., Consulting Engineers  
611 North Weber, Ste 300  
Colorado Springs, CO 80903-1074

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

**TOWN OF PALMER LAKE, COLORADO**

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

**CONSULTANT**

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

STATE OF COLORADO )  
) ss.  
COUNTY OF EL PASO )  
)

Subscribed and sworn to before me by \_\_\_\_\_ **(CONSULTANT)** and \_\_\_\_\_ **(TOWN)**, who appeared personally before me this \_\_\_\_ day of \_\_\_\_\_, and who did swear, affirm, certify, depose, and warrant that he/she/they have signed the hereinabove instrument as his/her/their sui juris act and who is/are legally authorized to sign the hereinabove instrument and do hereby attach documentary evidence of his/her/their authority if acting on behalf of any fictitious legal entity of public or private law.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_ (SEAL)

SCOPE OF WATER SYSTEM EXTENSION  
PRELIMINARY ENGINEERING REPORT  
FOR  
BUC-EE'S LTD

A. General Information

1. The general planning area for the development will be delineated in terms of its location, size, and relation to the Town of Palmer Lake's corporate boundary. Available mapping and parcel information will be utilized as a means of defining the existing roadways and general layout of the development's parcels, the Town's corporate boundary, and the parcels between the two, which may impact the water service extension to the development.
2. Water System Mapping
  - a. A map will be developed depicting the location of the Town's water system and its components, which may include the raw water supply system, water treatment facilities, water transmission lines, distribution storage tank(s), and the water distribution system and appurtenances.
3. General topographic and climatic information will be provided.
4. Water demand projections will be developed for the water system expansion serving the development. They will include, at minimum, the water demands provided from the development in addition to demands from potentially serviceable areas that could utilize the water system expansion facilities.
5. Water demand values for the development will be coordinated with Buc-ee's representatives based on the development's intended uses, water use records of similar and comparable Buc-ee facilities, and industry standards for determining water service demands.
6. Water demands for potentially serviceable areas will be based upon both historical and potential growth for the area. Population and demand projections of potentially serviceable areas that may be added to the Town's service area due to the water system extension will be reviewed with the Town, and based on current or anticipated zoning, historical water consumption data from the Town, other area development information available to the Town, and industry standards for determining water service demands.

B. Description of Existing Facilities

1. The Town's existing water system facilities will be defined.
  - a. The existing potable water facilities shall be defined with respect to:

- (1) Water supply and associated water quality
  - (2) Water treatment facilities
  - (3) Water storage facilities
  - (4) Distribution system
  - (5) Service lines/metering
2. Historical data pertaining to water consumption will be obtained from the Town to the extent available. This data will be evaluated in terms of determining average day system demands. An evaluation will also be made to determine the maximum day and peak hour requirements associated with the water system.
  3. Historical data on the water supply's water quality will be secured to the extent available.

#### C. Evaluation of Existing System

1. The existing potable water storage facilities will be evaluated to determine their adequacy for service to the water system extension and what improvements and/or infrastructure should be constructed to meet the long-term service required by the water system extension.
2. The potable water system will be evaluated in terms of its ability to provide acceptable service requirements to the community while accommodating the demands of the water system extensions, taking into account such items as water system demands, adequacy of distribution mains, main sizes, condition of mains, water supply, adequacy of valving, flow control, pressure regulation, water quality and water meter requirements. Areas of deficiency will be itemized.
3. The Town's current water supply sources and treatment will be delineated and their water quality and production capabilities quantified, identifying areas of deficiency when serving the water system extension.

#### D. Water System Extension Improvements

1. The water system extension improvements needed to provide adequate service to the development and the potentially serviceable areas that may utilize the water system extension improvements will be identified.
2. Any improvements to the Town's existing water system or facilities that will be required to provide service for the water system extension improvements will also be identified and included in the scope of the improvements.

#### E. Recommended Improvements

1. New construction and facilities required to provide service to the development and the potentially serviceable areas will be addressed regarding recommended infrastructure construction. The associated needs and deficiencies defined within the evaluation of the existing water system while serving the water system extension improvements will also be addressed in terms of recommended improvements/upgrades/replacements to system infrastructure. The recommended solutions will include assessments of:

- a. Capital improvement costs
  - b. Design, administrative, and other soft costs
  - c. Long-term operation and maintenance cost impacts
  - d. Overall cost-effectiveness of the system
  - e. Flexibility, adaptability, and expandability of the system
2. The water system extension improvements will be planned as a singular project and will not be phased in terms of construction or implementation

#### Preliminary Engineering

Preliminary engineering on the recommended water system extension improvements will be conducted to include:

3. Location of Improvements
4. Size and Type of Improvements
5. Design Data

#### F. Financing

1. The financial responsibility of this Water System Extension Preliminary Engineering Report will be borne solely by Buc-ee's Ltd, with payments being made to the Town through the existing agreement for cost reimbursement between the Town and Buc-ee's Ltd. The same applies to the financial responsibility of the water system extension improvements' design, construction, and implementation of the water system extension project

#### G. Plan of Action

A formalized plan of action for the water system extension improvements will be created, which will address the nature and magnitude of the recommended construction, construction sequencing, and the follow-up procedures required to bring about the desired results.

The study will be conducted in close coordination with representatives of the Buc-ee's Ltd., and the Town of Palmer Lake. A draft report of the study will be prepared within approximately sixty (60) days after the Town of Palmer Lake and GMS, Inc. accept in writing the authorization to proceed issued by Buc-ee's Ltd. The draft report will be submitted to Buc-ee's Ltd. and the Town for review and comment. A workshop will be conducted with the representatives of each entity to review the draft report. Comments received will be incorporated into the final bound document as appropriate. Buc-ee's Ltd. and the Town will each be provided with three bound copies of the final report.

The report work will be undertaken on a time and materials billing basis, with an estimated fee of \$45,000 to prepare the Water System Extension Preliminary Engineering Report within the defined scope.