



BOARD OF TRUSTEES

Thursday, February 10, 2022 at 5:00 PM

Tri Lakes Chamber House, 300 Hwy 105, Monument

In-person

AGENDA – REVISED 2/9

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

Call to Order

Pledge of Allegiance

Roll Call

Introductions/Presentations

1. Introduction of Mr. Joe Roybal, candidate for El Paso County Sheriff

Consent Agenda

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

- [2.](#) Minutes from January 13, 2022 Meeting
3. Checks over \$15,000 - CIRSA (\$25,009); TN Parker Construction (\$50,606.74); **Community Matters (\$15,258)**
- [4.](#) Financials (December)
- [5.](#) **Resolution 12-2022 to Adopt Section 125 Plan Document**

Staff/Department Reports

- [6.](#) Water
- [7.](#) Public Works including Roads & Park Maintenance
- [8.](#) Police
- [9.](#) Fire
- [10.](#) Administration
11. Attorney

12. Administrator/Clerk

Public Comment

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

Public Hearing

- [13.](#) Petition to Disconnect from Town of Palmer Lake - United Congregational Church

Business Items

- [14.](#) Resolution 6-2022 to Approve Appointments to Planning Commission
- [15.](#) Resolution 7-2022 to Approve Appointment to Parks Commission
- [16.](#) Resolution 8-2022 to Approve Appointments to Board of Adjustments
- [17.](#) Resolution 9-2022 to Appoint Citizen Member to Citizen's Advisory Committee (PPACG - CAC)
- [18.](#) Resolution 10-2022 to Adopt 2022 Master Fee Schedule
- [19.](#) Resolution 11-2022 to Authorize Lease Agreement with Pikes Peak Library District
- [20.](#) Ordinance 1-2022 to Disconnect (De-annex) from Town of Palmer Lake
- [21.](#) Ordinance 2-2022 to Amend Section 5.02 Relating to Business Licenses
- [22.](#) Ordinance 3-2022 to Amend Section 12.03.020 Relating to Variance of Road Standards
- [23.](#) Ordinance 4-2022 to Amend Section 3.04.050 Relating to Lodging Fee
- [24.](#) Direction on Elephant Rock Property: value, lease area, personal property

Board Reports**Next Meeting (Feb 24) and Future Items****Convene to Executive Session**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – Fire Department.

Reconvene to Open Session**Adjourn**

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

Thursday, January 13, 2022 at 5:00 PM

Tri-Lakes Chamber House, 300 Hwy 105, Monument

MINUTES

Call to Order. Mayor Bass called the meeting to order at 5:00 PM.

Pledge of Allegiance

Roll Call. Present: Mayor Bill Bass, Trustees Jessica Farr, Darin Dawson, Sam Padgett, Glant Havenar, Karen Stuth. Trustee Nicole Currier arrived at 5:05 PM.

Consent Agenda. MOTION (Stuth, Havenar) to approve the consent agenda including 1) Minutes from December 9, 2021 Meeting; 2) Financials (November); 3) Checks over \$15,000 - TN Parker and Wells & West; 4) Resolution 1-2022 Designating Posting Location; and 5) Resolution 2-2022 Appointing Town Officers. Roll call vote – aye (6); nay (0). Motion passed.

Staff/Department Reports

6. Water

7. Public Works including Roads & Parks. Supervisor Jason Dosch explained the planned stimulus funds of \$200,000 for bridge work planned roughly Aug-Sep later this year. Jason also informed the Board he was appointed to serve as Vice Chair to TAC (PPACG). Trustee Havenar inquired about funds considered for wear and tear to Hwy 105 and Jason responded it would go to CDOT.

8. Police; 9. Fire; 10. Administration; 11. Attorney

12. Administrator/Clerk. Collins reported about the break in and damage to Elephant Rock property. The ramp project is expected to be completed with handrail installation next week and library planning a reopening in March. The town hall exterior restoration is completed and interior work including updated power and electrical, insulation, new lighting and finishing work to continue into February. Collins provided an update of the Master Plan work to begin with individual interviews and the survey link available at the town website the week of 1/17 with a postcard mailing. The deadline for completion is 2/8. Collins reported the completion of revisions for the codification of the municipal code and expects a return copy in March. The crosswalk at Pie Corner is planned completion next week. The parking kiosk payment program is being built anticipated by mid to end Q2 completion. Appointments to be considered at the next meeting were reviewed.

Public Comment

Ms. Brenda Woodward inquired about page 8 of the Board packet, financials, offering language to clarify the accounts. Mr. Bill Dandino raised concern about a Glenarm property being vacant and inquired about maintenance of County Line Road. Supervisor Dosch offered to check with El Paso County for improvement. Mr. George Blake inquired about the criteria for the recently adopted ordinance relating to short term rental. Ms. Nancy Marshall extended a thank you to the Board for the ramp project for the library and inquired about state sales tax collection.

Business Items

Mayor Bass inquired about others attending and suggested taking item 18 first.

18. Review of 2022 Master Fee Schedule. Collins stated an apology and explained an error on the marijuana fees on the draft and reviewed the various comparisons used for modification to fees. Discussion took place about the variety of municipalities used. Mr. Dino Salvatori provided background to the state licensing review and requirements. He offered information relating to fees. Ms. Melissa Woodward also offered information relating to fees. Ms. Brenda Woodward spoke to the history of the town fees for marijuana licensing. Trustee Dawson inquired about the liquor fees and Collins responded they were not all included on the 2021 fee schedule, along with others. Discussion took place about other “like” municipalities, less than 4000 population. It was suggested to assemble the current and proposed fees, stating the difference, in a spreadsheet for Board review. Ms. Lindsay Aho inquired about a “bed tax” for short term rental. Collins noted that is not addressed in the fee schedule but in the municipal code of ordinance – discussed to be a percentage but not yet amended. Mr. Dino Salvatori announced the date of May 14 that he will host a car show and fundraiser for the Fire department.

13. Ordinance 15-2021 Granting Franchise Agreement with Black Hills - Final Reading. MOTION (Currier, Padgett) to approve Ordinance 15-2021 granting the agreement with Black Hills. Roll call vote – aye (7); nay (0). Motion passed.

14. Resolution 3-2022 to Authorize IGA for Palmer Lake Elementary Improvement Project. Supervisor Dosch explained the project planned for the Elementary School improvement, including water lines, the Town match of \$30k budgeted and beginning the design this year. MOTION (Padgett, Havenar) to approve Resolution 3-2022 to authorize the IGA with CDOT. Roll call vote – aye (7); nay (0). Motion passed.

15. Resolution 4-2022 to Authorize Signature to 2021 MS4 Annual Report. Supervisor Dosch stated this is the first year reporting with compliance to the Town’s MS4 permit requirements with thanks to Mr. John Chavez. MOTION (Farr, Padgett) to approve Resolution 4-2022 to authorize signing the annual report. Roll call vote – aye (7); nay (0). Motion passed.

16. Resolution 5-2022 to Approve Residential Well Agreement (Brenneman, Hwy 105). Mr. Rick Shellenberger was present for Randy Brenneman. MOTION (Stuth, Havenar) to approve Resolution 5-2022 to allow the residential well. Roll call vote – aye (7); nay (0). Motion passed. Mr. Matt Stephen inquired about the new RA zoning to allow watering outside. Collins stated the agreement will be amended when additional building takes place.

17. Review of Improved Water Billing. Collins expressed gratitude for staff efforts with the new billing service. The change allows staff to be proactive working through issues and provides information

needed to address issues. A few Board members implied customer service issues and staff asked that concerns be directed to Julia directly to address.

18. This item taken first.

19. Review of De-annexation Process, Set Public Hearing. Attorney Krob explained the statutory process and options with a request to disconnect or de-annex from the Town. United Congregational Church is requesting disconnection from the Town. MOTION (Dawson, Stuth) to set hearing for disconnection for the next Board meeting on 1/27. Roll call vote – aye (7); nay (0). Motion passed.

Board Reports. Trustee Havenar provided an update of PPACG, including elections, determining whether I-25 becomes toll or HOV, review of ten-year plan, and explained the Drive Colorado program she will participate in. The success of the Santa letters was also discussed.

Mayor Bass reviewed the various appointments to be considered, including Tri Lakes Cares. Trustees should reach out to Mayor Bass with interest and appointments will be on the 1/27 agenda.

Trustee Stuth provided an update of the PLEDG (Palmer Lake Economic Development Group) website development.

Next Meeting (Jan 27th, Chamber Community Room, 2nd St) and Future Items. Trustee Currier noted she will not be available 2/12 through 3/5. Mayor Bass inquired about a date to reschedule the 2/4 retreat. It was agreed that in addition to the 1/21 retreat, the Board will meet 1/28.

Convene to Executive Session. MOTION (Stuth, Farr) to convene to executive session at 7:15 PM. Motion passed. Mayor Bass read: *Pursuant to C.R.S. 24-6-402(4)(b) conferences with Town Attorney for the purpose of receiving legal advise on specific legal questions – use of undeveloped right of way.*

The room was cleared.

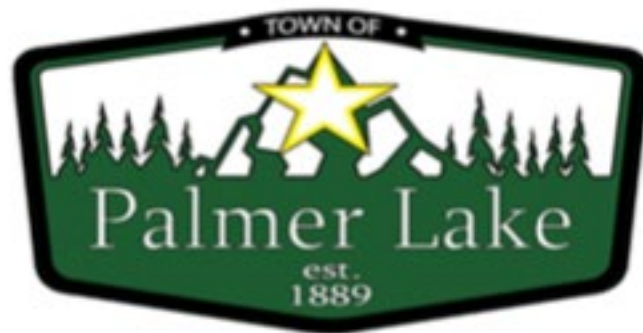
Reconvene to Open Session. MOTION (Currier, Farr) to reconvene at 7:45 PM. Motion passed.

Adjourn. MOTION (Currier, Havenar) to adjourn at 7:46 PM. Motion passed.

William Bass, Mayor

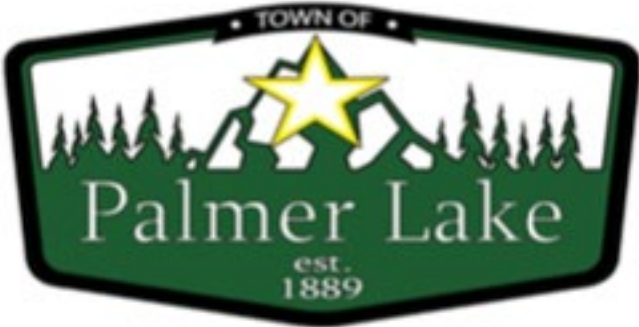
Dawn A. Collins, Town Administrator/Clerk

TOWN OF PALMER LAKE
Financial Statements
December 2021
Unaudited



CASH POSITION

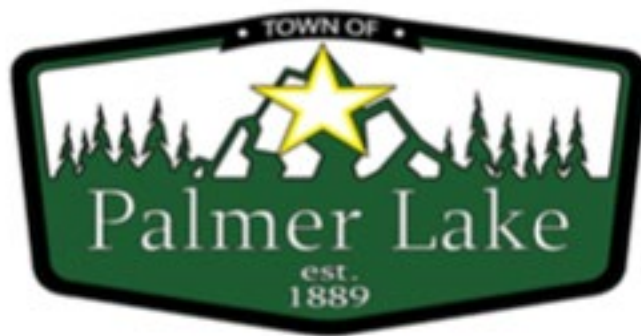
December 31, 2021



TOWN OF PALMER LAKE						
Schedule of Cash Position						
December 31, 2021						
UNAUDITED						
FINANCIAL INSTITUTION				RATE		FUNDS
CoBank - General Operating				n/a		\$ 823,488
CoBank - Water Operating				n/a		\$ 1,086,173
ColoTrust - General Fund				0.05%		\$ 976,979
ColoTrust - Water Reserve				0.05%		\$ 177,317
ColoTrust - Water Loan Reserve				0.05%		\$ 197,501
ColoTrust - Police CIP Reserve				0.05%		\$ 7
ColoTrust - Fire Fund				0.05%		\$ 105,458
ColoTrust - CTF Reserves				0.05%		\$ 27,085
Total - Cash Accounts						\$3,394,009

GENERAL FUND

December 2021

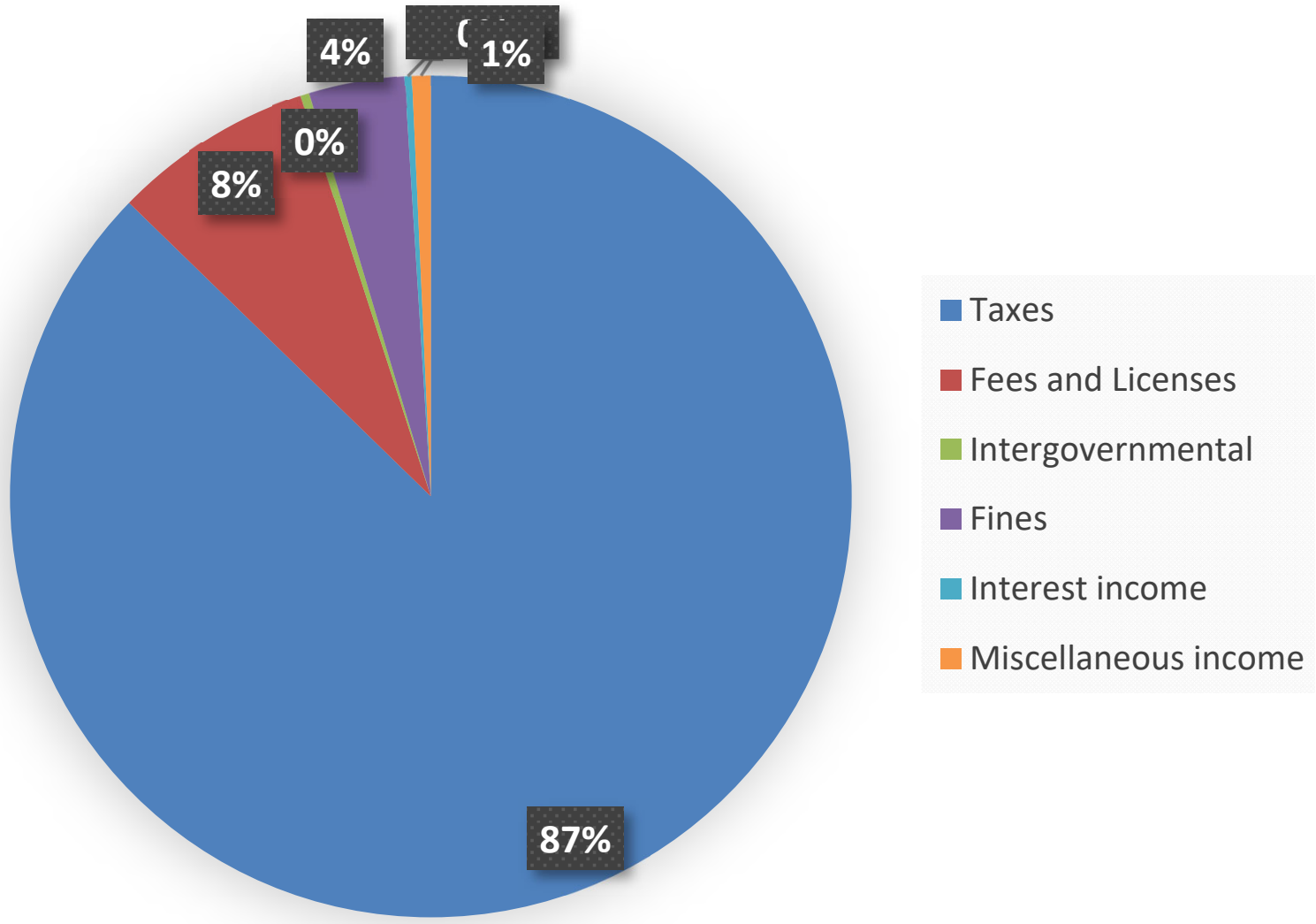


TOWN OF PALMER LAKE

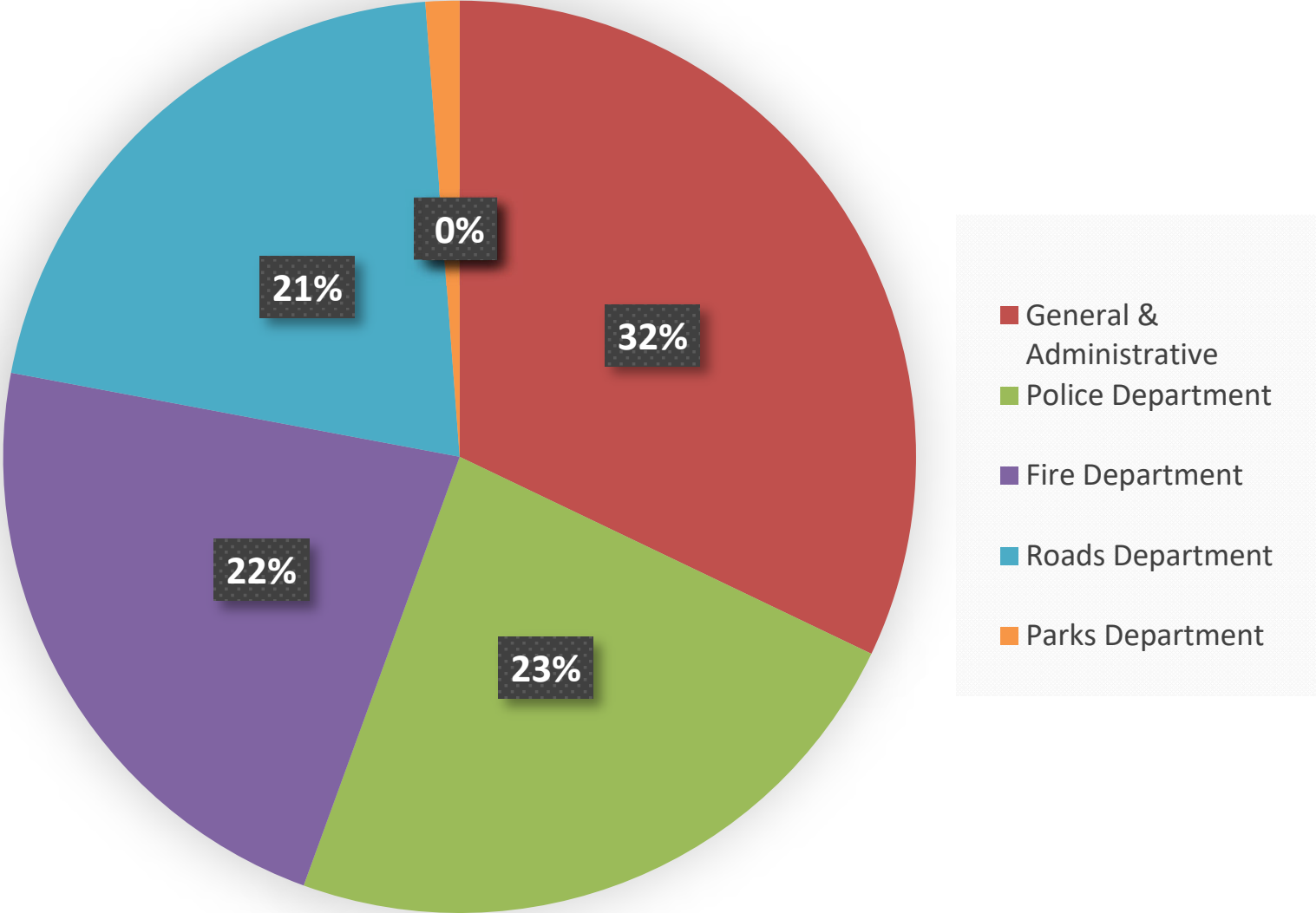
SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND For the Year Ended December 31, 2021 UNAUDITED

	2021 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Taxes	\$ 1,697,457	\$ 2,213,792	\$ 516,335	130%
Fees and Licenses	178,409	196,120	17,711	110%
Intergovernmental	49,770	8,624	(41,146)	17%
Fines	51,800	92,810	41,010	179%
Interest income	12,000	7,044	(4,956)	59%
Departmental	10,000	-	(10,000)	0%
Miscellaneous income	6,000	18,153	12,153	303%
Total Revenue	<u>\$ 2,005,436</u>	<u>\$ 2,536,543</u>	<u>\$ 531,108</u>	<u>126%</u>
EXPENDITURES				
General and Administrative				
Salaries and Benefits	\$ 171,275	\$ 212,035	\$ (40,760)	124%
Professional Services	133,000	152,740	(19,740)	115%
General Administration	640,900	544,944	95,956	85%
Total General and Administrative	<u>\$ 945,175</u>	<u>\$ 909,719</u>	<u>\$ 35,456</u>	<u>96%</u>
Police Department				
Salaries and Benefits	\$ 491,181	\$ 507,112	\$ (15,931)	103%
Professional Services	17,200	17,815	(615)	104%
General Administration	96,186	138,936	(42,750)	144%
Total Police Department	<u>\$ 604,567</u>	<u>\$ 663,863</u>	<u>\$ (59,296)</u>	<u>110%</u>
Fire Department				
Salaries and Benefits	\$ 446,374	\$ 460,246	\$ (13,872)	103%
Professional Services	17,200	20,280	(3,080)	118%
General Administration	93,150	154,091	(60,941)	165%
Total Fire Department	<u>\$ 556,724</u>	<u>\$ 634,617</u>	<u>\$ (77,893)</u>	<u>114%</u>
Roads Department				
Salaries and Benefits	\$ 176,844	\$ 186,129	\$ (9,285)	105%
Professional Services	50,200	36,266	13,934	72%
General Administration	360,979	368,307	(7,328)	102%
Total Roads Department	<u>\$ 588,023</u>	<u>\$ 590,702</u>	<u>\$ (2,679)</u>	<u>100%</u>
Parks Department				
Salaries and Benefits	\$ 28,536	\$ 11,110	\$ 17,426	39%
General Administration	10,950	22,911	(11,961)	209%
Total Parks Department	<u>\$ 39,486</u>	<u>\$ 34,021</u>	<u>\$ 5,465</u>	<u>86%</u>
Total Expenditures	<u>\$ 2,733,975</u>	<u>\$ 2,832,922</u>	<u>\$ (98,947)</u>	<u>104%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (728,539)</u>	<u>\$ (296,379)</u>	<u>\$ 432,161</u>	
FUNDS BALANCE - BEGINNING OF YEAR	<u>\$ 3,274,128</u>	<u>\$ 3,079,666</u>	<u>\$ (194,462)</u>	
FUNDS BALANCE - END OF YEAR	<u>\$ 2,545,589</u>	<u>\$ 2,783,287</u>	<u>\$ 237,699</u>	

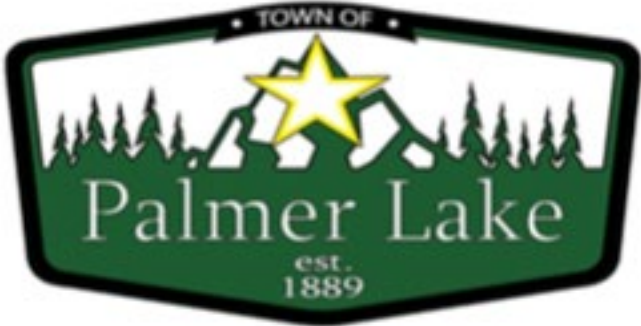
General Fund Revenue Breakdown December 2021



General Fund Expenditure Breakdown December 2021



WATER ENTERPRISE FUND
December 2021

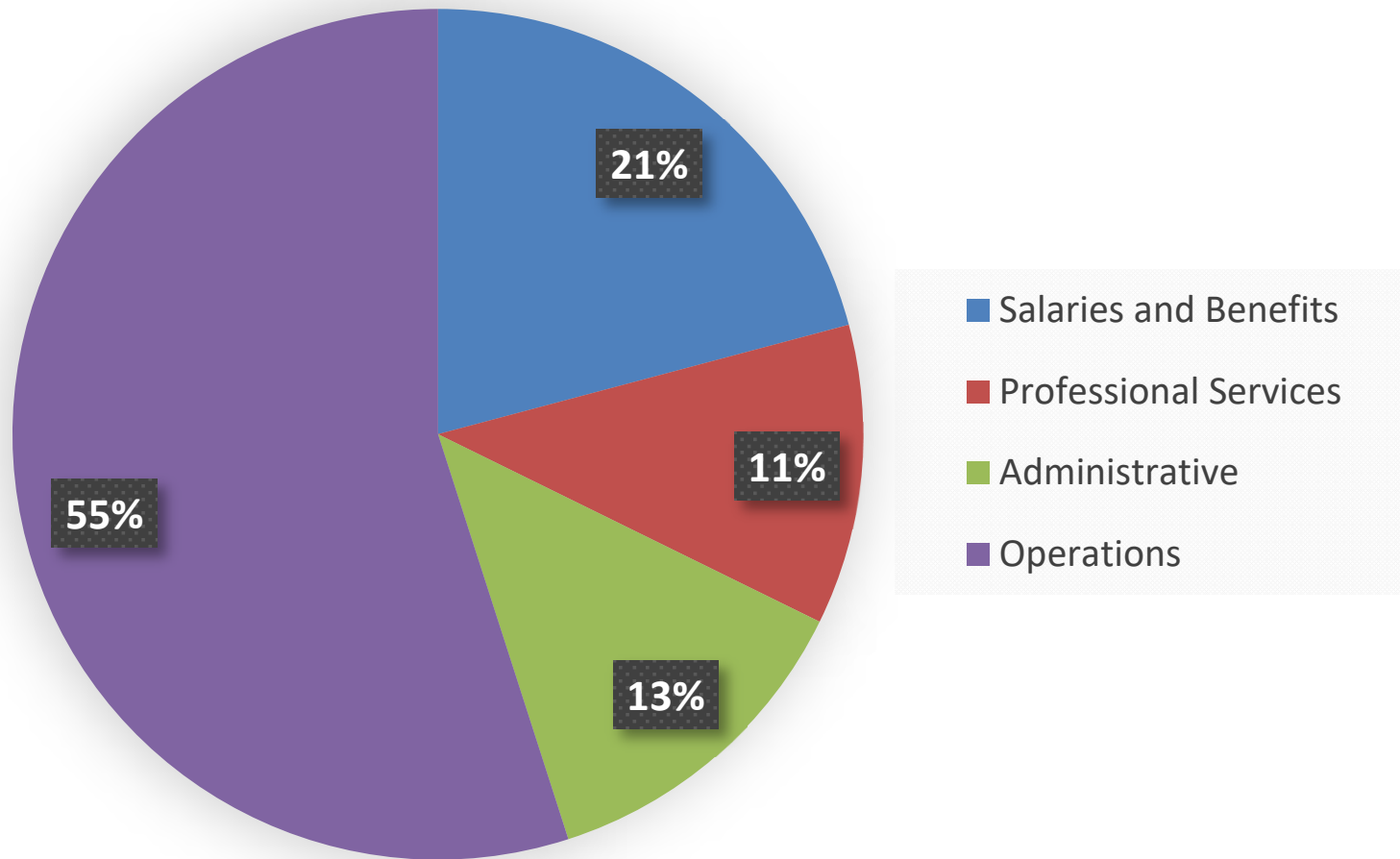


TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL WATER ENTERPRISE FUND For the Year Ended December 31, 2021

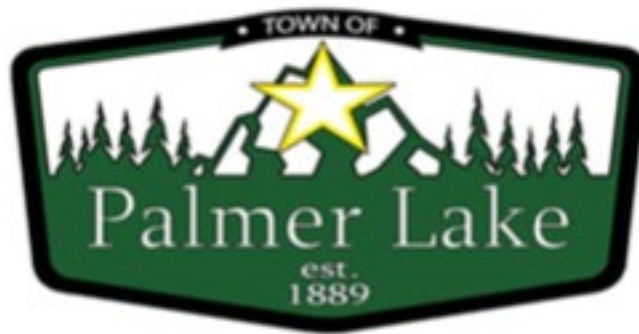
	<u>2021 Adopted Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 100%)</u>
REVENUE				
Water Revenue	\$ 990,000	\$ 961,222	\$ (28,778)	97%
Water Fees	232,450	248,482	16,032	107%
Water Taps	200,000	188,250	(11,750)	94%
Late Fees	18,500	12,273	(6,227)	66%
Water Meters	6,500	2,163	(4,337)	33%
Interest	8,800	180	(8,620)	2%
Total Revenue	<u>\$ 1,456,250</u>	<u>\$ 1,412,570</u>	<u>\$ (43,680)</u>	<u>97%</u>
EXPENDITURES				
Salaries and Benefits	\$ 387,165	\$ 277,739	\$ 109,426	72%
Professional Services	99,500	151,944	(52,444)	153%
Administrative	172,297	170,144	2,153	99%
Operations	985,110	731,931	253,179	74%
Debt Service	157,325	178,139	(20,814)	113%
Total Expenditures	<u>\$ 1,801,397</u>	<u>\$ 1,509,897</u>	<u>\$ 291,500</u>	<u>84%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (345,147)</u>	<u>\$ (97,327)</u>	<u>\$ 247,820</u>	
FUNDS AVAILABLE - BEGINNING OF YEAR	<u>\$ 1,092,969</u>	<u>\$ 755,530</u>	<u>(337,439)</u>	
FUNDS AVAILABLE - END OF YEAR	<u>\$ 747,822</u>	<u>\$ 658,203</u>	<u>\$ (89,619)</u>	
Less:				
Restricted - Operating Reserve (CWR&PDA Loan)		<u>\$ (236,018)</u>		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u><u>\$ 422,185</u></u>		

Water Enterprise Fund Expenditure Breakdown December 2021



CONSERVATION TRUST FUND

December 2021



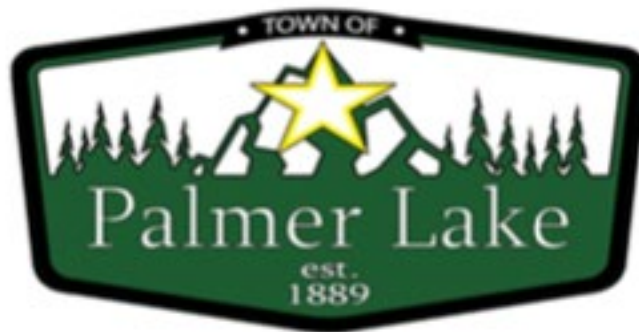
TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND For the Year Ended December 31, 2021

	2021 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
State Shared Revenue	\$ 19,507	\$ 35,137	\$ 15,630	180%
Interest/Miscellaneous income	-	26	26	0%
Total Revenue	<u>\$ 19,507</u>	<u>\$ 35,163</u>	<u>\$ 15,656</u>	<u>180%</u>
EXPENDITURES				
Salaries and Benefits	\$ 25,836	\$ 21,046	\$ 4,790	81%
Administrative	23,671	22,609	1,062	96%
Total Expenditures	<u>\$ 49,507</u>	<u>\$ 43,655</u>	<u>\$ 5,852</u>	<u>88%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (30,000)</u>	<u>\$ (8,492)</u>	<u>\$ 21,508</u>	
FUND BALANCE - BEGINNING OF YEAR	<u>\$ 44,518</u>	<u>\$ 44,406</u>	<u>\$ (112)</u>	
FUND BALANCE - END OF YEAR	<u><u>\$ 14,518</u></u>	<u><u>\$ 35,914</u></u>	<u><u>\$ 21,396</u></u>	

GRANTS & DONATIONS FUND

December 2021

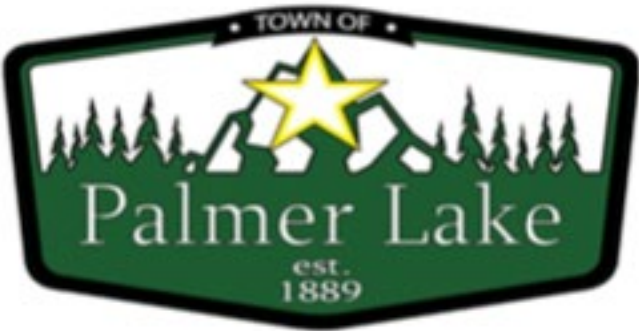


TOWN OF PALMER LAKE
SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN
FUNDS AVAILABLE - BUDGET AND ACTUAL
GRANTS & DONATIONS
For the Year Ended December 31, 2021

Unaudited
For Information Purposes Only

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
FPPA Matching Funds	\$ 14,000	\$ -	\$ (14,000)	0%
Fire Mitigation Grant	50,000	10,000	(40,000)	20%
DOLA Grant	360,000	-	(360,000)	0%
CESF Grant	-	29,790	29,790	0%
ARP Funds	-	376,145	376,145	0%
Police Donations/ Grants	15,000	4,274	(10,726)	28%
Parks Donations/ Grants	1,000	2,700	1,700	270%
Total Revenue	<u>\$ 440,000</u>	<u>\$ 422,909</u>	<u>\$ (17,091)</u>	<u>96%</u>
EXPENDITURES				
General Administrative				
Grants Expense- DOLA / GOCO	\$ 360,000	\$ -	\$ 360,000	0%
Total General Administrative Expenditures	<u>\$ 360,000</u>	<u>\$ -</u>	<u>\$ 360,000</u>	<u>0%</u>
Police Department Expenditures				
Grant Expense	\$ 15,100	\$ 6,501	\$ 8,599	43%
Total Police Department Expenditures	<u>\$ 15,100</u>	<u>\$ 6,501</u>	<u>\$ 8,599</u>	<u>43%</u>
Fire Department Expenditures				
Grants Expense	\$ -	\$ -	\$ -	0%
Total Fire Department Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>
Roads Department Expenditures				
RMB SRTS Grant	\$ -	\$ -	\$ -	0%
Grants Expense- Douglas	13,900	-	13,900	0%
Total Roads Department Expenditures	<u>\$ 13,900</u>	<u>\$ -</u>	<u>\$ 13,900</u>	<u>0%</u>
Parks Department Expenditures				
Parks Committee (donations)	\$ 1,000	\$ 2,500	\$ (1,500)	250%
Fire Mitigation CUSP	50,000	-	50,000	0%
Grants Expense	-	2,250	(2,250)	0%
Total Parks Department Expenditures	<u>\$ 51,000</u>	<u>\$ 4,750</u>	<u>\$ 46,250</u>	<u>9%</u>
Water Department Expenditures				
Grant Expense- DOUG	\$ -	\$ 168,348	\$ (168,348)	0%
Total Water Department Expenditures	<u>\$ -</u>	<u>\$ 168,348</u>	<u>\$ (168,348)</u>	<u>0%</u>
Total Expenditures	<u>\$ 440,000</u>	<u>\$ 179,599</u>	<u>\$ 260,401</u>	
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ 243,309</u>	<u>\$ 243,309</u>	

Check Register
December 2021



Ranges: From: To: From: To:
 Check Number First Last Check Date 12/1/2021 12/31/2021
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
47648	AMERICANPORTABL	American Portable Services, In	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$348.00
47649	AT&TMOBILITY	AT & T Mobility	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$93.35
47650	BIGOTIRES	Big O Tires	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$917.28
47651	BLACKHILLSENERG	Black Hills Energy	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$92.70
47652	CENTRALCOLORADO	Central Colorado Builders, Inc	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$1,827.00
47653	CENTURYLINK	Century Link	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$303.96
47654	CITYFINANCEACCT	City Finance Accts Rec	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$462.00
47654	SALERNOTERESA	Teresa Salerno	12/2/2021	GENERAL CHECKIN	PMCHK00000292	\$751.84
47655	COMPANIONLIFE	Companion Life Insurance	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$44.44
47656	COREANDMAIN	Core & Main	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$48.00
47657	COREELECTRICCOO	CORE Electric Association	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$8,431.66
47658	CICCOLELLAJOH	John Ciccolella	12/2/2021	GENERAL CHECKIN	PMCHK00000270	\$320.00
47659	DPCINDUSTRIES,I	DPC Industries, Inc.	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$70.00
47660	ELITEAUTOSERVIC	Elite Auto Service and Repair	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$2,099.68
47661	EMERGENCYNETWOR	Emergency Network Security Sys	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$61.00
47662	FROMMANDCOMPANY	Fromm & Company, LLC	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$6,498.00
47663	GALLS	GALLS, LLC	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$48.95
47664	GFLENVIRONMENTA	GFL Environmental	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$167.14
47665	MEYER&SAMSINC	Meyer & Sams, Inc. dba GMS, In	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$9,073.75
47666	MUNICIPALTREATM	Municipal Treatment Equipment	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$290.73
47667	PALLCORPORATION	Pall Corporation	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$4,500.00
47668	PIPESTONEEQUIPM	Pipestone Equipment	12/2/2021	GENERAL CHECKIN	PMCHK00000271	\$519.00
47669	RAMPARTSUPPLY	Rampart Supply, Inc.	12/2/2021	GENERAL CHECKIN	PMCHK00000272	\$97.86
47670	ROCKYMOUNTAINOI	Rocky Mountain Oil Change M	12/2/2021	GENERAL CHECKIN	PMCHK00000272	\$50.98
47671	SLWS	Salt Lake Wholesale Sports	12/2/2021	GENERAL CHECKIN	PMCHK00000272	\$3,174.76
47672	XFINITY	Xfinity	12/2/2021	GENERAL CHECKIN	PMCHK00000272	\$10.31
47673	5STARLIFEINSURA	5Star Life Insurance Company	12/2/2021	GENERAL CHECKIN	PMCHK00000273	\$260.85
47676	AMCOBI	American Conservation & Billin	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$3,165.08
47677	AMCOBIIT	American Conservation & Billin	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$4,515.20
47678	BBAWATERCONSULT	Bishop-Brogden Associates, Inc	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$1,525.00
47679	BLACKHILLSENERG	Black Hills Energy	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$1,433.13
47680	CENTURYLINK	Century Link	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$164.13
47681	CHAVEZCONSULTIN	Chavez Consulting Inc., LLC	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$500.00
47682	CITYFINANCEACCT	City Finance Accts Rec	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$11,894.14
47683	CKT	Common Knowledge Technology	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$1,680.00
47684	COREELECTRICCOO	CORE Electric Association	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$1,017.50
47685	CENTURYLINKLEVE	Level 3 Communications, LLC	12/8/2021	GENERAL CHECKIN	PMCHK00000274	\$492.96
47686	DISTRICT10WATER	District 10 Water Users Associ	12/8/2021	GENERAL CHECKIN	PMCHK00000279	\$50.00
47687	DANAKEPNERCOMPA	Dana Kepner Company, Inc.	12/8/2021	GENERAL CHECKIN	PMCHK00000278	\$1,042.60
47688	EVOQUA	Evoqua Water Technologies LLC	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$1,250.00
47689	KONICAMINOLTA	Konica Minolta	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$6.42
47690	MIDWEST	Midwest Barricade CO., Inc.	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$349.00
47691	MIRACLERECREATI	Miracle Recreation	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$881.83
47692	OREILLY	O'Reilly	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$844.07
47693	ONEMANLITTLELAD	One Man & Little Lady Cleaning	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$600.00
47694	GAZETTE	The Gazette	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$89.72
47695	HOMEDEPOT	Home Depot Credit Service	12/8/2021	GENERAL CHECKIN	PMCHK00000275	\$224.07
47696	PALMERLAKEELEM	Palmer Lake Elementary	12/8/2021	GENERAL CHECKIN	PMCHK00000280	\$200.00
47697	ORKIN	Orkin	12/8/2021	GENERAL CHECKIN	PMCHK00000281	\$525.65
47698	PALMERLAKESANIT	Palmer Lake Sanitation	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$1,206.50
47699	PINNACOLASSURAN	Pinnacol Assurance	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$7,285.00
47700	PIONEER	Pioneer	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$1,763.97
47701	PITNEYBOWES	Pitney Bowes Global Financial	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$178.47
47702	RAMPARTSUPPLY	Rampart Supply, Inc.	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$257.22
47703	SPRINGSFASTENER	Springs Fastener Co.	12/8/2021	GENERAL CHECKIN	PMCHK00000276	\$77.46
47704	TLECC	Timber Line Electric & Control	12/8/2021	GENERAL CHECKIN	PMCHK00000277	\$1,053.00
47705	TNPARKERCONSTRU	TN Parker Construction	12/8/2021	GENERAL CHECKIN	PMCHK00000277	\$91,324.76
47706	USDAFORESTSERVI	USDA Forest Service	12/8/2021	GENERAL CHECKIN	PMCHK00000277	\$3,194.67
47707	UNCC	Utility Notification Center of	12/8/2021	GENERAL CHECKIN	PMCHK00000277	\$84.48
47708	XFINITY	Xfinity	12/8/2021	GENERAL CHECKIN	PMCHK00000277	\$114.85
47709	4RIVERS	4Rivers Equipment	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$1,378.19
47710	ACCOLBREEZE	A Cool Breeze Heating & Air Co	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$150.00
47711	AIRGAS	Airgas USA, LLC	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$320.32
47712	AMERICANPORTABL	American Portable Services, In	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$174.00
47713	ANGRYSQUIRREL	Dan Elders	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$700.00
47714	AUTOTRUCKGROUP	Auto Truck Group	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$528.00
47716	CIRSA	Cirsa	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$247.00
47717	CICCOLELLAJOH	John Ciccolella	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$320.00
47718	BELTRANJOSEPH	Joseph Beltran	12/29/2021	GENERAL CHECKIN	PMCHK00000282	\$50.00

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
47719	COLORADOSPRINGO	City of Finance Accts Rec	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$5,369.14
47720	CODEPARTMENTOFR	CO Department of Revenue	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$1,095.00
47721	COMCAST	Comcast	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$193.35
47722	COREANDMAIN	Core & Main	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$2,993.69
47723	DPCINDUSTRIES,I	DPC Industries, Inc.	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$70.00
47724	DTITRUCKS	DTI Trucks	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$377.77
47725	ELLISONTRUCKING	Ellison Trucking, Inc.	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$1,160.00
47726	ESO	ESO Solutions Inc.	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$417.06
47727	EVOQUA	Evoqua Water Technologies LLC	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$394.00
47728	FROMMANDCOMPANY	Fromm & Company, LLC	12/29/2021	GENERAL CHECKIN	PMCHK00000283	\$9,768.00
47730	HARRISONSINK	Harrison's Ink	12/29/2021	GENERAL CHECKIN	PMCHK00000285	\$467.95
47731	KONICAMINOLTA	Konica Minolta	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$6.42
47732	LNCURTISANDSON	L.N. Curtis and Sons	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$4,535.56
47733	OREILLY	O'Reilly	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$187.66
47734	PAVEMENTREPAIRA	Pavement Repair & Supplies, In	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$993.00
47735	ROCKYMOUNTAINOI	Rocky Mountain Oil Change M	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$74.78
47736	SAFELIGHT	Safelite Fulfillment, Inc.	12/29/2021	GENERAL CHECKIN	PMCHK00000284	\$291.53
47737	GFLENVIRONMENTA	GFL Environmental	12/29/2021	GENERAL CHECKIN	PMCHK00000286	\$167.14
47738	SCHMIDTCONSTRUC	Schmidt Construction Company	12/29/2021	GENERAL CHECKIN	PMCHK00000286	\$1,125.15
47739	TLECC	Timber Line Electric & Control	12/29/2021	GENERAL CHECKIN	PMCHK00000286	\$523.86
47740	WEARPARTS&EQIPC	Wear Parts & Equip Co., Inc.	12/29/2021	GENERAL CHECKIN	PMCHK00000286	\$193.96
47741	XFINITY	Xfinity	12/29/2021	GENERAL CHECKIN	PMCHK00000286	\$10.31
Total Checks:	91			Total Amount of Checks:		\$213,836.96

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 12-2022

A RESOLUTION TO ADOPT IRC SECTION 125 PREMIUM ONLY PLAN FOR THE 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 of Palmer Lake has determined that it would be in the best interest of its employees to adopt a Section 125 Premium Only Plan allowing for pre-tax medical benefit coverage, so-called; be it known that a vote is taken and all in favor.

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

1. The Town of Palmer Lake adopt a so-called Section 125 Premium Only Plan, in accordance with the specifications enclosed hereto; and be it known that the Town of Palmer Lake Premium Only Plan Document was executed January 1, 2022.
2. The Town of Palmer Lake will undertake all actions necessary to implement and administer said plan.
3. 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.
4. 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

SECTION 2

SECTION 125 PLAN DOCUMENT

PLACE ALL PAGES OF THE PLAN DOCUMENT AFTER TAB 2

AUTHORIZED SIGNER SHOULD EXECUTE THE SIGNATURE PAGE
AT THE END OF THE PLAN DOCUMENT

TOWN OF PALMER LAKE
PREMIUM ONLY PLAN

PURPOSE

The Town of Palmer Lake Premium Only Plan (“Plan”) is adopted by Town of Palmer Lake effective January 1, 2022. The purpose of the Plan is to allow Employees of Town of Palmer Lake and other Participating Employers, to choose between at least one permitted taxable benefit, such as cash compensation from existing income and at least one qualified benefit such as health care coverage under medical plan(s) sponsored by Town of Palmer Lake (via salary reduction).

Town of Palmer Lake intends that the Plan qualify as a “cafeteria plan” under section 125 of the Internal Revenue Code of 1986 (“Code”) as amended, and that the Medical Insurance Benefits that an Employee elects to receive under the Plan be eligible for exclusion from the Employee’s income for federal income tax purposes.

Although this Plan has been reduced to writing in order to comply with section 125 of the Code, the Plan shall also serve as an amendment to each of the health plans described in Schedule A affected by its provisions in order to permit the benefits of this Plan to be fully implemented.

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Section 1

DEFINITIONS

The words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context, and pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural.

“Adoption Agreement” means the written agreement by which an Affiliated Company adopts this Plan.

“Affiliated Company” means:

A. any company which is a member of a controlled group of corporations with the Employer within the meaning of section 1563(a) of the Code, determined without regard to sections 1563(a) (4) and (e) (3) (C);

B. all organizations under common control with the Employer within the meaning of section 414 (c) of the Code;

C. all organizations which are included with the Employer in an affiliated service group within the meaning of section 414 (m) of the Code; or

D. any other entity required to be aggregated with the Employer pursuant to regulations under section 414 (o) of the Code.

“Beneficiary” means the person, persons or trust designated by written revocable designation filed with the Plan Administrator by the Participant to receive payments under this Plan, including the Participant and any dependents of a Participant.

“Cash” for purposes of section 125, cash means cash from current compensation (including salary reduction), payment for annual leave, sick leave, or other paid time off, severance pay, property, and certain after-tax employee contributions.

“Change in Status” has the meaning described in Section 4.3.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the Internal Revenue Code of 1986 as amended, and the same as may be amended from time to time.

“Dependent” has the meaning described in Section 2.8.

“Effective Date” means January 1, 2022.

“Eligible Employee” means any non-union Employee regularly scheduled to work 40 or more hours per week for a Participating Employer.

“Employee” means an individual that the Employer classifies as a common-law employee, leased employee, or full time life insurance salesman, and who is on the Employer’s W-2 payroll, but does not include the following: (a) individuals classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency; (c) any employee covered under a collective bargaining agreement; (d) any self-employed individual; (e) any partner in a partnership; and (f) any more-than-2% shareholder in a Subchapter S corporation. The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

“Employer” means Town of Palmer Lake and any other business organization which succeeds to its business and elects to continue this Plan.

“Enrollment Period” means the calendar month preceding the beginning of any Plan Year.

“Entry Date” means the first day of the month following completion of one day of active employment as an Eligible Employee.

“ERISA” means the Employee Retirement Income Security Act of 1974, and the same as may be amended from time to time.

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health Savings Account” or **“HSA”** means a health savings account established under Code § 223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained by an Employee with a qualified trustee/custodian.

“High Deductible Health Plan” means the high deductible health plan offered by the Employer that is intended to qualify as a high deductible health plan under Code § 223(c)(2), as described in materials provided separately by the employer. The High Deductible Health Plan may or may not be the sole Medical Insurance Plan eligible for pre-tax Salary Reduction funding hereunder.

“Highly Compensated Employee” means any Employee defined as such in section 414(q) of the Code.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“**HSA Benefits**” has the meaning described in Section 7.1.

“**HSA-Eligible Individual**” means an individual who is eligible to contribute to an HSA under Code § 223 and who has elected qualifying High Deductible Health Plan coverage offered by the Employer and who has not elected any disqualifying non-High Deductible Health Plan coverage offered by the Employer.

“**Key Employee**” means any Employee defined as such in section 416(I) (l) of the Code.

“**Medical Insurance Benefits**” means a health care coverage option, available from time to time under the Plan, as set forth in Schedule A hereto.

“**Participant**” means any Eligible Employee who has met the conditions for participation set forth in Section 2.

“**Participating Employer**” means Town of Palmer Lake and any Affiliated Company that adopts this Plan with the consent of the Employer. As of the Effective Date, the Employer is the only Participating Employer.

“**Plan**” means the Town of Palmer Lake Premium Only Plan which is described herein and as amended from time to time, and which is intended to constitute a separate, written Plan for the exclusive benefit of Eligible Employees.

“**Plan Number**” or “**PN**” assigned by Town of Palmer Lake is 501.

“**Plan Sponsor**” means Town of Palmer Lake (“Employer”).

“**Plan Year**” means the twelve-month period commencing each January 1 and ending on the subsequent December 31.

“**Premium Payment Benefits**” means the amount set aside for Medical Insurance Benefits under Section 3.2 and credited to the Participant’s Premium Only Account.

“**Premium Only Account**” means the account established in each Participant’s name as provided under Section 3.2 and which is used to record the allocation of Premium Payment Benefits for the expenditure of the Medical Insurance Benefits elected by a Participant.

“**Premium Expense**” means the expense identified with the Medical Insurance Benefits elected by a Participant in accordance with Section 3.2.

“**Qualified Benefits**” For purposes of section 125, Qualified Benefits means benefits excludible from an employee’s gross income under a specific provision of the Code and must not defer compensation, except as specifically allowed in section 125(d)(2)(B), (C) or (D). Examples of qualified benefits include the following: group-term life insurance on the life of an employee (section

79); or employer-provided accident and health plans. A cafeteria plan may also offer long-term and short-term disability coverage as a qualified benefit (see section 106). See paragraph (q) in Sec. 1.125-1 for nonqualified benefits.

“**QMCSO**” means a qualified medical child support order, as defined in ERISA Section 609(a).

“**Salary Reduction Agreement**” means a voluntary agreement whereby an Employee agrees to reduce his compensation for the forthcoming Plan Year (or, if the agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year) for purposes of obtaining the Medical Insurance Benefits offered by the Plan.

“**Spouse**” means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

Section 2

PARTICIPATION IN THE PLAN

2.1 Eligibility to Participate. Each Eligible Employee may elect to participate in the Plan if the Individual satisfies all of the following: (a) is an Employee of a Participating Employer; (b) is working 40 or more hours per week; and (c) has been employed by the Employer for one day. Eligibility shall also be subject to the additional requirements, if any, specified in the Medical Insurance Plan.

Self-employed individuals are not eligible to participate in the Plan. New proposed regulations make clear that:

- sole proprietors,
- partners,
- directors of corporations, and
- 2-percent shareholders of an S corporation

are not employees for purposes of this Plan. (C Corporation owners who are employees and a director of the Corporation are eligible to participate in the Plan in their capacity as an Employee).

2.2 Procedure for and Effect of Participation. An Eligible Employee may become a Participant in the Plan by executing a Salary Reduction Agreement under which the Employee agrees to reduce his Compensation for the forthcoming Plan Year (or, if such Salary Reduction Agreement becomes effective after the beginning of the Plan Year, for the balance of the Plan Year). The Salary Reduction Agreement shall be governed by Section 3 hereof. By becoming a Participant, each individual shall for all purposes be deemed conclusively to have consented to the provisions of the Plan and all amendments thereto.

An Eligible Employee's spouse or dependents can only receive benefits through the Plan if they are named on an eligible Employee's qualifying policy. Eligible Employee's spouse or dependents can not participate in the Plan independently.

2.3 Cessation of Participation. A Participant will cease to be a Participant as of the earliest of:

- A. the date on which the Plan terminates;
- B. the date on which he ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for periods on the terms and subject to the restrictions described in Section 6.4;

- C. the first day of any Plan Year for which he has elected not to participate in the Plan;
- D. the date on which he revokes his election and elects not to participate in Medical Insurance Benefits, on account of and consistent with a change in family status in accordance with Section 4.3; or
- E. the date on which he fails to make a contribution in accordance with Section 3.5.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

Notwithstanding the foregoing, a former Eligible Employee who is absent by reason of sickness, disability, or other authorized leave of absence may continue as a Participant for so long as such authorized absence continues in accordance with such rules and regulations as the Participating Employer may direct.

2.4 Recommencement of Participation. If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.2. Notwithstanding the above, an election to participate in the Premium Payment Module will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee becomes ineligible for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 2.1 before again becoming eligible to participate in the Plan.

2.5 FMLA Leaves of Absence. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Medical Insurance Benefit coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are

required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Medical Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Medical Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return

from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

2.6 Non-FMLA Leaves of Absence. If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 4.4(d) will apply.

2.7 Uniformed Service Under USERRA. A Participant who is absent from employment with the Employer on account of being in “uniformed service”, as that term is defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), may elect to continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. The Participant shall be responsible for making the required contributions during the period during which he or she is in “uniformed service”. The manner in which such payments are made shall be determined by the Plan Administrator, in a manner similar to Section 2.5 (regarding the payment of contributions with respect to FMLA Leave). A Participant whose coverage under the group health insurance plan is terminated on account of his or her being in “uniformed service”, and is later reinstated, shall not be subject to a new exclusion or waiting period requirement imposed by such group health plan and/or medical savings account, provided that such requirements would not have been imposed if coverage had not been terminated as a result of the “uniformed service”.

2.8 Definition of Dependent. Any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) a dependent means any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) a dependent means any child to whom IRS Rev. Proc. 2008-48 applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year), is treated as a dependent of both parents.

The definition of “Dependent” has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005 (WFTRA). An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following qualifying criteria now apply to be a "dependent child":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual does not provide more than half of his or her own support
- 3) The individual has the same place of residence as the taxpayer for more than half of the year
- 4) The individual does not turn age 19 (24 if a full-time student)*, by the end of the Plan Year

In addition, the following qualifying criteria apply to be a "dependent relative":

- 1) The individual has a specific family type relationship to the taxpayer
- 2) The individual is not a qualifying child of any other taxpayer
- 3) The individual receives more than half of his or her support from the taxpayer
- 4) The individual's annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22(e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee's spouse are employed by Employer dependent children may be covered by either spouse, but not by both.

***NOTE:** the Internal Revenue Service (the "IRS") **Notice 2010-38** (the "**Notice**") provides important guidance regarding the tax treatment of employer-provided health coverage to employees' adult children who have not attained age 27 as of the end of the employee's taxable year. Treasury regulations have been amended retroactively to March 30, 2010, to allow both the amounts paid by an employer for coverage for an employee's adult children and the amounts paid by (or reimbursed to) the employee for such coverage to be excluded from the employee's gross income, in the same manner as coverage that is provided to an employee's spouse or dependent defined under Section 152 of the Code. This coverage is provided to such adult child (as defined in Code § 152(f)(1)) regardless of whether the child satisfies the other requirements listed above. The **Notice** provides important guidance and further clarifications with regard to these issues.

*Section 3***BENEFITS AND METHODS OF FUNDING**

3.1 Benefits Offered. When first eligible or during the Open Enrollment Period as described under Section 2.2, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Section 6. See Schedule A for a complete description of available benefits and refer to specific insurance premium rate sheets for individual maximum elective contribution.

3.2 Premium Payment Benefits. Upon proper election by a Participant in accordance with Section 3.3 herein, there shall be credited to each Participant's Premium Only Account any Premium Payment Benefits that correspond to the Participant's Salary Reduction Agreement determined in accordance with Section 3.3 hereof. Such Premium Payment Benefits shall not exceed the Premium Expense of the Medical Insurance Benefits elected, set forth in Schedule A attached hereto, as it may be revised by the Employer from time to time. The Participant's Premium Payment Benefits shall be credited as and when such sum is redirected from the Participant's compensation pursuant to the Salary Reduction Agreement then in effect. The Premium Payment Benefits shall be used to pay all or part of the Premium Expense of the Medical Insurance Benefits that the Participant has designated pursuant to Section 3.3. The Premium Expense paid on behalf of any Participant shall be a charge to the balance of his Premium Only Account. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

3.3 Election of Benefits. An Employee who first becomes eligible to participate in the Plan mid-year may elect to commence participation in one or more Benefits after eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the date in which participation will commence.

Each Eligible Employee shall submit to the Employer, before the close of the Enrollment Period for each Plan Year, or when Employee first becomes eligible, a Salary Reduction Form identifying the Medical Insurance Benefits to be provided by the Employer to or on behalf of the Eligible Employee. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described under Section 4.4.

Each election under this Section 3.3 may be modified by the Employer to the extent required to enable the Plan, and payments hereunder, to satisfy the requirements of Section 125 of the Code. If

an Eligible Employee separates from service with a Participating Employer during a period in which he is covered under Medical Insurance Benefits, the Employer may terminate the remaining portion of Medical Insurance Benefits coverage provided by the Plan. Any Participant or newly Eligible Employee who fails to execute an appropriate Salary Reduction Agreement during the Enrollment Period shall be deemed to have elected cash compensation (regular income) to the extent permissible.

3.4 Provision of Benefits. The Participating Employer shall provide the Medical Insurance Benefits the Participant has elected under the Plan. Eligibility for Premium Payment Benefits shall be subject to the additional requirements specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical Insurance Plan. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

3.5 Employer and Employee Contributions.

Employer Contributions. For Employees who elect Premium Payment Benefits, the Employer will contribute a portion of the Contributions (if applicable) as provided in the open enrollment materials furnished to Employees and/or on Election Form/Salary Reduction Agreement.

Employee Contributions. Employees who elect any of the Premium Payment Benefits, may pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement, or may pay with after-tax deductions.

If a Participant does not have sufficient Premium Payment Benefits to pay for the Medical Insurance Benefits elected, the Participating Employer is authorized to withhold the additional amounts from a Participant's pay on an after-tax basis to the extent required for said Medical Insurance Benefits.

Participants are required to increase or decrease their payments under the terms of the Plan and as required by the Plan Administrator, if there is an increase or decrease in the premium payments required by an independent, third party provider in order to maintain any Medical Insurance Benefits.

Notwithstanding the foregoing, Medical Insurance Benefits shall cease to be provided to a Participant if said Participant fails to make a contribution required under the terms of the Plan.

3.6 Nondiscrimination. Contributions and benefits under the Plan shall not discriminate in favor of Highly Compensated Employees; nor shall the aggregate cost of the Medical Insurance Benefits provided to Key Employees exceed 25% of the aggregate of such cost for the Medical Insurance Benefits provided to all Employees under the Plan. The Employer may limit or deny any

Employee's Salary Reduction Agreement to the extent necessary to avoid any such discrimination.

3.7 Insurance Contracts. Any dividends or retroactive rates or other refunds which may become payable under any Medical Insurance Benefits due to actuarial error in rate calculation shall be the exclusive property of and shall be retained by a Participating Employer.

3.8 Using Salary Reductions to Make Contributions. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits and for the purposes of this Plan and the Code, are considered to be Employer contributions. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

3.9 Funding the Plan. All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf.

Section 4

IRREVOCABILITY OF ELECTIONS AND EXCEPTIONS

4.1 Irrevocability of Elections. Except as described in this Article 4, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.2 Procedure for Making New Elections if Exception to Irrevocability Applies.

- (a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 2.1 or during the Open Enrollment Period under Section 2.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.4, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.4(d) through 4.4(i), within 30 days after the events described in such Sections, or within 60 days for loss of Medicaid or CHIP coverage or notice of eligibility for a Premium Assistance Subsidy). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.
- (b) *Effective Date of New Election.* Elections made pursuant to this Section 4.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.4(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.3 Change in Status Defined. A Participant may make a new election upon the occurrence of certain events as described in Section 4.4, including a Change in Status, for the applicable Module. “Change in Status” means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant’s legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents.* Events that change a Participant’s number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual’s status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, Student status, or any similar circumstance; and
- (e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.4 Events Permitting Exceptions to Irrevocability Rule for All Benefits. A Participant may change an election as described below upon the occurrence of the stated events for the applicable Module of this Plan:

- (a) *Open Enrollment Period* - A Participant may change an election during the Open Enrollment Period in accordance with Section 2.2.
- (b) *Termination of Employment* - A Participant’s election will terminate under the Plan upon

termination of employment in accordance with Sections 2.3 and 2.4, as applicable.

- (c) *Leaves of Absence* - A Participant may change an election under the Plan upon FMLA leave in accordance with Section 2.5 and upon non-FMLA leave in accordance with Section 2.6.
- (d) *Change in Status* - A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.3), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

- (1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 2.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a

result of divorce, annulment, or legal separation).

IRS Notice 2010-38 states that the applicable Treasury regulations have been amended March 30, 2010, to include Change in Status events covering children under age 27 who do not otherwise qualify as dependent children, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage.

(2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) *HIPAA Special Enrollment Rights* - If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan, as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise if:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had other coverage, and eligibility for such other coverage is subsequently lost due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of the maximum COBRA period, or the other coverage was non-COBRA coverage and employer contributions for such coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption. An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child

- may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).
- a Participant or their Dependent becomes eligible for a Premium Assistance Subsidy (60 day special enrollment period provided by CHIP Reauthorization Act effective April 1, 2009).
 - a Participant or their Dependent loses Medicaid or CHIP coverage (60 day special enrollment period provided by CHIP Reauthorization Act effective April 1, 2009).
- (f) *Certain Judgments, Decrees and Orders* - If a judgment, decree, or order (collectively, an “Order”) resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage for a Participant’s child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant’s Spouse or former Spouse) provide coverage under that individual’s plan and such coverage is actually provided.
- (g) *Medicare and Medicaid* - If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid, but coverage for the unaffected Participants may not be canceled or reduced. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.
- (h) *Change in Cost* - For purposes of this Section 4.4(h), “similar coverage” means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are considered to be similar coverage; and (3) coverage by another employer, such as a Spouse’s or

Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

- (1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.
- (2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.
- (3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO for the Medical Insurance Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the Benefit Package Option that has decreased in cost may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); and (b) Employees who are otherwise eligible under Section 2.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package

Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

- (i) *Change in Coverage* - The definition of “similar coverage” under Section 4.4(h) applies also to this Section 4.4(i).
 - (1) *Significant Curtailment*. If coverage is “significantly curtailed” (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a “Loss of Coverage” (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is “significant,” and whether a Loss of Coverage has occurred.
 - (a) *Significant Curtailment Without Loss of Coverage*. If the Plan Administrator determines that a Participant’s coverage under a Benefit Package Option under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO). Coverage under a plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.
 - (b) *Significant Curtailment With a Loss of Coverage*. If the Plan Administrator determines that a Participant’s Benefit Package Option (such as the PPO under the Medical Insurance Plan) coverage under this Plan (or the Participant’s Spouse’s or Dependent’s coverage under his or her employer’s plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar

coverage (such as the HMO) or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) *Definition of Loss of Coverage.* For purposes of this Section 4.4(i)(1), a “Loss of Coverage” means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) *Addition or Significant Improvement of a Benefit Package Option.* If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 2.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her

Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s). Beginning April 1, 2009, employees and dependents are permitted to enroll in the Employer's group health insurance plan within 60 days of the loss of Medicaid or CHIP coverage.

- (4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

A Participant entitled to change an election as described in this Section 4.4 must do so in accordance with the procedures described in Section 4.2.

4.5 Election Modifications For HSA Benefits May Be Changed Prospectively at Any Time

As set forth in Section 7.1, an election to make a Contribution to an HSA can be increased, decreased or revoked at any time on a prospective basis. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed. No Benefit Package Option election changes can occur as a result of a change in HSA election except as otherwise described in this Section 4. A Participant entitled to change an election as described in this Section 4.5 must do so in accordance with the procedures described in Section 4.2.

4.6 Election Modifications Required by Plan Administrator. The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

*Section 5***PLAN ADMINISTRATOR**

5.1 Plan Administrator. The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination.

5.2 Powers of the Plan Administrator. The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit

consultants;

- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

5.3 Reliance on Participant, Tables, etc. The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

5.4 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

5.5 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

5.6 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

5.7 Bonding. The Plan Administrator shall be bonded to the extent required by ERISA.

5.8 Insurance Contracts. The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such

amounts are less than aggregate Employer contributions toward such insurance.

5.9 Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

5.10 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

*Section 6***PREMIUM ONLY PLAN MODULE**

6.1 Benefits. The only Medical Insurance Benefits that are offered under the Premium Payment Module are benefits under the Medical Insurance Plan providing major medical benefits and other ancillary benefits outlined in Schedule A. Notwithstanding any other provision in this Plan, the Medical Insurance Benefits outlined in Schedule A are subject to the terms and conditions of the Medical Insurance Plans, and no changes can be made with respect to such Medical Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Module by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Module and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Section 4), such election is irrevocable for the duration of the Period of Coverage to which it relates. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

6.2 Contributions for Cost of Coverage. The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Medical Insurance Benefits Provided Under the Medical Insurance Plan. Medical Insurance Benefits will be provided by the Medical Insurance Plan(s), not this Plan. The types and amounts of Medical Insurance Benefits, the requirements for participating in the Medical Insurance Plan, and the other terms and conditions of coverage and benefits of the Medical Insurance Plans are set forth in the Medical Insurance Plans. All claims to receive benefits under the Medical Insurance Plans shall be subject to and governed by the terms and conditions of the Medical Insurance Plan(s) and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Medical Insurance Benefits and COBRA. Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Medical Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the

opportunity to continue on a self-pay basis the same coverage that he or she had under the Medical Insurance Plan the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Medical Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Medical Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

*Section 7***HEALTH SAVINGS ACCOUNT (HSA) MODULE**

7.1 HSA Benefits. An Eligible Employee can elect to participate in the HSA Module by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee's HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). As described in Section 4, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

HSA Benefits cannot be elected with Health FSA Benefits unless the Limited (Vision/ Dental/ Preventive Care) Health FSA Option is selected.

7.2 Contributions for Cost of Coverage for HSA; Maximum Limits. The annual Contribution for a Participant's HSA Benefits is equal to the annual benefit amount elected by the Participant (for example, if the maximum \$7,300 annual benefit amount is elected, then the annual contribution amount is also \$7,300). In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. Effective January 1, 2022, the maximum HSA contribution amounts are \$3,650 for single coverage and \$7,300 for family coverage, indexed annually.

An additional catch-up Contribution (\$1,000 each year) may be made for Participants who are age 55 or older. In addition, the maximum annual Contribution shall be reduced by any matching (or other) Employer Contribution made on the Participant's behalf other than pre-tax Salary Reductions made under the Plan.

7.3 Recording Contributions for HSA. As described in Section 7.5, the HSA is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward contributions that the Employee makes via pre-tax Salary Reductions - such a list is not an endorsement of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this

purpose. The Employer has no authority or control over the funds deposited in a HSA.

7.4 Tax Treatment of HSA Contributions and Distributions. The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

7.5 Trust/Custodial Agreement; HSA Not Intended to Be an ERISA Plan. HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

*Section 8***MISCELLANEOUS**

8.1 Amendment and Termination. The Employer may amend or terminate this Plan at any time. The Employer may amend this Plan retroactively to enable the Plan to qualify as a cafeteria plan under section 125 of the Code. No amendment shall deprive any Participant or Beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made; and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their Beneficiaries, except as may be specifically authorized by statute or regulation.

8.2 Effect of Plan on Employment. The Plan shall not be deemed to constitute a contract of employment between the Participating Employer and any Participant or to be consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Participating Employer or to interfere with the right of the Participating Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him or her as a Participant of this Plan.

8.3 Alienation of Benefits. No benefit under this Plan may be voluntarily or involuntarily assigned or alienated, except as provided pursuant to a Qualified Medical Child Support Order pursuant to Section 609 of ERISA and Section 7.4 hereof.

8.4 Facility of Payment. If the Employer deems any person incapable of receiving benefits to which he is entitled by reason of not having reached the age of majority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by a Participating Employer to disburse it, whose receipt shall be a complete acquittance therefore. Such payments shall, to the extent thereof, discharge all liability of the Participating Employer.

8.5 Proof of Claim. As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Plan Administrator may require either directly to the Plan Administrator or to any person delegated by him/her.

8.6 Status of Benefits. The Employer believes that this Plan is in compliance with section 125 of the Code and that it provides certain benefits to Employees which are tax free pursuant to other provisions of the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any

Participant, by accepting benefits under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus any interest as may be imposed.

8.7 Applicable Law. The Plan shall be construed and enforced according to the laws of the State of Colorado to the extent not preempted by any federal law.

8.8 Source of Benefits. The Participating Employer and any insurance company contracts purchased or held by a Participating Employer shall be the sole sources of benefits under the Plan. No Employee or Beneficiary shall have any right to, or interest in, any assets of the Participating Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary.

8.9 No Reversion to Employer. At no time shall any part of Plan assets be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan.

8.10 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.

8.11 Heirs and Assigns. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and Beneficiary.

8.12 Headings and Captions. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

8.13 Information to be Furnished. Participants shall provide the Employer and/or Participating Employer with such information and shall complete and sign such forms and documents, as may reasonably be requested from time to time for the Purpose of administration of the Plan.

Executed January 1, 2022

TOWN OF PALMER LAKE

By: _____
Julia Stambaugh

Witness: _____

Town of Palmer Lake Monthly Water Usage

**Month
Year**

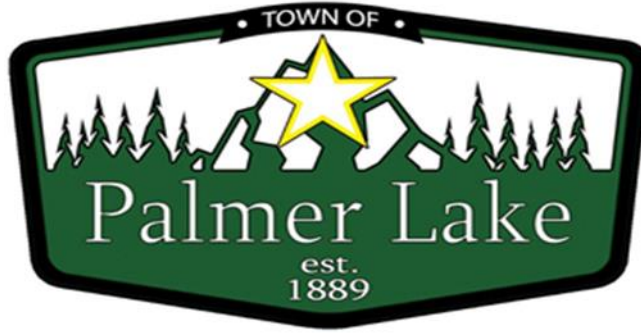
**January
2022**

	Gallons	Acre Ft
Surface Water	1,878,000	6.07
Well A2	2,307,000	7.08
Well D2	0	0
Total	4,285,000	13.15

Avg. Gal/Day 138,000 0.42

Release To Lake 0 AF Max Allowed = 8.4 AF / Month
Release Glen Park Evaporation 0 AF

Total 0.00 AF



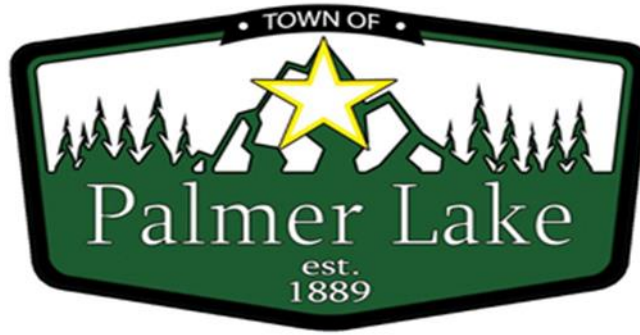
Board of Trustees Summary Sheet

	JANUARY 2022
Title	Public Works Department Monthly Report
Date	2/10/2022
Contact	Jason Dosch
Summary	<p>Graded roads Patched Potholes Cut tree limbs from ROW Replaced and repaired street signs Performed routine maintenance on equipment Emptied trash cans at Lake Rec. area Performed playground inspections Attended Parks Committee meetings Working with CDOT for \$200,000 in stimulus funds for next year for bridge upkeep Attended Special events permit meetings Continued involvement in the High St Drainage Study Removed dead deer from ROW Plowed snow and sanded Town streets and parking lots Kept Town offices and bridge sidewalks clear of snow and ice Dug trench for electrical upgrade for Town Hall</p>
Training	Cyber security training (all staff)
Other Activity	Planning Palmer Lake Elementary School Road Improvement project with Federal Grant funding



Board of Trustees Summary Sheet

	JANUARY 2022
Title	PARKS Monthly Report
Date	2/10/2022
Contact	Parks Commission
Summary	<p>Meetings – 18 hours Centennial projects and priority list – 8 hours Winterfest flyers, social media, calls, driving, swag, planning etc. – 12 hours Other meetings, fireworks, winterfest, scouts – 8 hours Phone calls with Volunteers – 2 hours Emails – 7 hours 2022 Parks calendars – 2 hours 2022 Parks POC – 1 hour Parks Commissioners contact list – 1 hour Spreadsheets – 2 hours Glen swing – 2 hours Glen Tennis court – 2 hours Review agenda and minutes Weeding – 4 hours</p>
Total Volunteer Time	69 hours
Upcoming Activity	Winterfest Broomball Tournament 2/12, 2-4:30p at the Lake

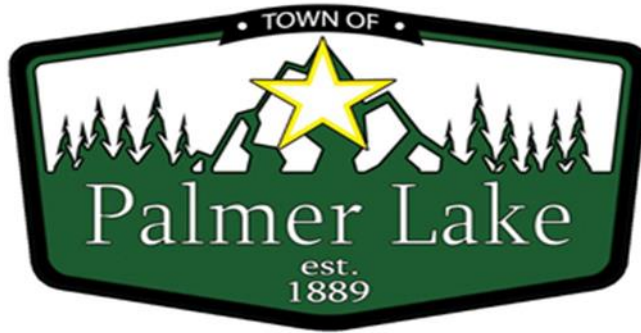


Board of Trustees Summary Sheet

	February 2022
Title	Police Monthly Report
Date	January 1-31 2022
Contact	J. Vanderpool
Summary	In the Month of January 2022, the PLPD conducted 64 traffic stops and issued 23 citations. Also, in the month of December, 2 Criminal violations were investigated.
Training	Officers attended different trainings this month to include, Arrest Control, Driving, Report Writing, SFST, and Firearms.
Photographs	The attached photographs of the first annual district 38 outdoor classic hockey game.
Other Actions	The Palmer Lake Police Department is actively working on updating its records management system as well as its body camera program. We could not accomplish this without out the tireless efforts of Christi Birkeland and Brett Stanley. The PLPD also participated in the First annual District 38 outdoor classic.
Active investigations	Palmer Lake PD officers have investigated several domestic violence cases. They have also investigated numerous Criminal Trespass auto and theft cases.
Calls for service	Officers responded to 272 calls for service this month. 244 of these calls were in the Town of Palmer Lake, 28 were outside of town.

Code Enforcement	Code enforcement officers have been working with town residents in an effort to correct code violations throughout the town.
S.T.E.P.	S.T.E.P. was instituted in March of last year. The program is making a difference in traffic Safety.





Board of Trustees Summary Sheet

Title	Palmer Lake Fire Department																																							
Action	To provide the most professional and highest level of emergency and prevention services to the citizens and visitors of the Town of Palmer Lake																																							
Date	02/04/2022																																							
Contact	Christopher McCarthy, Fire Chief																																							
Summary	<p style="text-align: center;">January Incidents Emergency Reporting</p> <div style="border: 1px solid blue; padding: 10px; margin: 10px auto; width: 80%;"> <table border="1" style="margin: 10px auto; width: 80%; text-align: center;"> <thead> <tr> <th>Incident Type</th> <th>Count</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>EMS</td> <td>19</td> <td>67.9%</td> </tr> <tr> <td>Motor Vehicle Accident without Injury</td> <td>2</td> <td>7.1%</td> </tr> <tr> <td>Passenger Vehicle Fire</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Lockout</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Ice Rescue</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Gas Leak (Inside)</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Public Assistance (Other)</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Good Intent Call (Other)</td> <td>1</td> <td>3.6%</td> </tr> <tr> <td>Smoke Detector Activation (Malfunction)</td> <td>1</td> <td>3.6%</td> </tr> </tbody> </table> </div> <div style="margin-top: 10px;"> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">Passenger Vehicle Fire</td> <td style="width: 33%;">EMS</td> <td style="width: 33%;">Motor Vehicle Accident without Injury</td> </tr> <tr> <td>Lockout</td> <td>Ice Rescue</td> <td>Gas Leak (Inside)</td> </tr> <tr> <td>Good Intent Call (Other)</td> <td>Smoke Detector Activation (Malfunction)</td> <td>Public Assistance (Other)</td> </tr> </table> <p style="text-align: right; font-size: small;">meta-chart.com</p> </div>	Incident Type	Count	Percentage	EMS	19	67.9%	Motor Vehicle Accident without Injury	2	7.1%	Passenger Vehicle Fire	1	3.6%	Lockout	1	3.6%	Ice Rescue	1	3.6%	Gas Leak (Inside)	1	3.6%	Public Assistance (Other)	1	3.6%	Good Intent Call (Other)	1	3.6%	Smoke Detector Activation (Malfunction)	1	3.6%	Passenger Vehicle Fire	EMS	Motor Vehicle Accident without Injury	Lockout	Ice Rescue	Gas Leak (Inside)	Good Intent Call (Other)	Smoke Detector Activation (Malfunction)	Public Assistance (Other)
Incident Type	Count	Percentage																																						
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Good Intent Call (Other)	Smoke Detector Activation (Malfunction)	Public Assistance (Other)																																						

Incident Type	Incident Total	Percent Total	Sum
131 - Passenger vehicle fire	1	3%	28
321 - EMS call, excluding vehicle accident with injury	19	67%	28
324 - Motor vehicle accident with no injuries.	1	3%	28
351 - Extrication of victim(s) from building/structure	1	3%	28
362 - Ice rescue	1	3%	28
412 - Gas leak (natural gas or LPG)	1	3%	28
463 - Vehicle accident, general cleanup	1	3%	28
550 - Public service assistance, other	1	3%	28
600 - Good intent call, other	1	3%	28
733 - Smoke detector activation due to malfunction	1	3%	28

Significant Events:

01/16/2021 CAD 22-0015 Passenger Vehicle Fire: Units responded to 707 County Line for a reported vehicle fire. Upon arrival, units found a single vehicle fully involved. Mutual Aid Companies from Larkspur and Tri-Lakes Monument Fire responded and assisted with water supply and overhaul.

01/21/2022 CAD 22-0021 ICE RESCUE: Units responded to Upper Reservoir on a report of tracks leading to a large hole in the ice. After investigating, no persons or vehicles found.

Training:

EMS: Case Study and Protocol review, Medical and Trauma scenarios
 Fire: Fire Instructor I, II and III, Fire Officer I and II, Firefighter Skills, MAYDAY, Forcible Entry, Ventilation, and Wildland Training.

Total: 403.5 hours

Total Training hours for 2022: 403.5







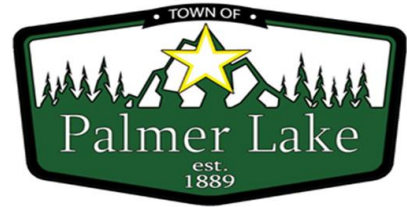
LAND USE PERMITS FOR JANUARY 2022
EXPIRES 2023

Item 10.

ADDRESS	TYPE OF WORK	EXPIRATION	# of Taps	REGIONAL NUMBER
420 Highway 105	Single Family	1/21/2023	Well	142022

CONTACT US REPORT - JAN - 2022

	Submitted Time	First Name	Subject
1	01/04/2022 - 9:51 AM	Aqueelah	Open Records Request
2	01/09/2022 - 10:20 PM	Stephen	New Ownership
3	1/20/2022 - 11:45 AM	Gracie	Wedding Reception
4	01/20/2022 - 2:04 PM	Cayla	Reserving Picnic area
5	1/28/2022 - 2:45 PM	John	Elepahnt Rock Property



Item 13.

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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Petition to Disconnect from Town of Palmer Lake – United Congregational Church

Background

Following the prior meeting review of the disconnection process, this item is a public hearing relating to the request to disconnect/de-annex the property from the Town.

The subsequent ordinance on the agenda will provide for Board consideration and action on the request from United Congregational Church to disconnect (de-annex) from the Town of Palmer Lake.



Civil Engineering

Surveying & Geospatial Services

Water Resources Management

GIS Services

Construction Management

December 16, 2021

RE: Letter of Intent - Ben Lomand Mountain Village Disconnection/De-annexation

Owner/Applicant:
 United Congregational Church
 Attn: Roger Sung, Pastor/ President
 3195 County Line Road
 Monument, CO 80132
 (719) 332-2607
ptgmountain@gmail.com

Consultant:
 Manhard Consulting
 Attn: Matt Buster, PE
 7600 E. Orchard Road, Suite 150-N
 Greenwood Village, CO 80111
 (303) 880-1908
mbuster@manhard.com

Ben Lomand Mountain Village (the "Property") includes approximately ± 344.60 acres of land located within El Paso County, Colorado, in portions of Sections 3, 4 & 5, Township 11 South, Range 67 West of the 6th P.M. The westerly ± 162.26 -acre portion of the Property currently lies within the Town of Palmer Lake (the "Town") and is the subject of the requested de-annexation application. The owner/applicant is requesting to disconnect/de-annex all portions of the property lying within the Town such that upon completion and Town approval of the de-annexation, all portions of the property will lie within unincorporated El Paso County (the "County"). Upon successful de-annexation from the Town, the owner/applicant intends to rezone the entire ± 344.60 acres within El Paso County to RR-2.5 in accordance with the El Paso County General Zoning District standards.

The Property to be de-annexed lies south of County Line Road, also known as Palmer Divide Road, north of Cathedral Drive and the Lakeview Heights subdivision, east of Oakdale Drive and the Lakeview Heights subdivision, and west of the northeast quarter of said Section 4. The Property is comprised of three El Paso County tax ID parcels varying in size and zoning. The three parcels located within the Town include two parcels zoned RA (Residential Agricultural – 5 Acres) and one zoned R10,000 (Single-Family Residential – 10,000sf minimum) as summarized in the table below.

Parcel Summary Table			
Parcel ID	Area (acres)	Jurisdiction	Existing Zoning
7105424044	14.40	Town of Palmer Lake	RA
7104200012	141.93	Town of Palmer Lake	RA
7104237002	0.71	Town of Palmer Lake	R10,000

The ± 162.26 -acre Property consists largely of vacant undeveloped land which includes Ben Lomand Mountain consisting of steep topography, heavy forest, and rock ledges and outcroppings. From the southern property line, the mountain slopes upward from south to north to a sharp ridgeline. The ridgeline runs in the east-west direction and has a dirt, fire access road graded along the top of ridge. From this ridge line, Ben Lomand Mountain falls sharply to the north toward Spruce Avenue and the Town of Palmer Lake political subdivision.

As a condition of the petition to disconnect/de-annex from the Town, the owner/applicant will retain the underlying groundwater rights associated with the subject property and will be governed by the rules and regulations of unincorporated El Paso County.

If you have any questions, please feel free to contact me either via telephone at (303) 880-1908 or via email, mbuster@manhard.com.

Thank you,
MANHARD CONSULTING



Matt Buster, PE
Regional Manager

Application for Disconnection (De-annexation)

The undersigned landowner, in accordance with the provisions of C.R.S. § 31-12-101 *et. seq.*, hereby applies to the Board of Trustees of the Town of Palmer Lake for an ordinance of disconnection from the Town of Palmer Lake property described herein that is presently incorporated and situated in the Town of Palmer Lake, County of El Paso, State of Colorado. In support of this Application, the landowner states as follows:

1. That it is desirable, and the best interests of the Town of Palmer Lake will not be prejudiced by the disconnection of the Property as shown on **Exhibit A** and described on **Exhibit B**, attached hereto, comprising a total of 162.26 acres more or less (the “Property”) from the Town of Palmer Lake. This Application seeks to disconnect and remove 162.26 acres, more or less, from the Town of Palmer Lake. The Property includes El Paso County Parcel ID Nos. 7105424044, 7104200012, and 7104237002.
2. That the Applicant is the landowner of one hundred percent (100%) of the Property for which disconnection is sought.
3. That the Applicant requests that the Town of Palmer Lake approve this disconnection by enacting an ordinance to that effect pursuant to C.R.S. § 31-12-501(3).
4. Pursuant to C.R.S. § 31-12-501(1), Applicant acknowledges that any vested property rights affecting the Property at this time will be relinquished upon the effective date of the disconnection.
5. As a condition of this Application, the landowner retains any and all underlying groundwater rights associated with the Property and shall be entitled to use said groundwater at landowner’s discretion in accordance with Colorado law.
6. Applicant hereby confirms that it has provided notice and a copy of this Application to El Paso County, Tri-Lakes Monument Fire Protection District, and Lewis-Palmer School District No. 38, whose services to the Property will not change as a result of this Application.
7. The Town of Palmer Lake hereby agrees to submit any required documentation as may be required by El Paso County to formalize the disconnection. Applicant shall be responsible for any fees as may be required by El Paso County for processing the disconnection.

Signatures Next Page

WHEREFORE, the undersigned Applicant requests that the Town of Palmer Lake approve the Application to Disconnect the Property.

APPLICANT/LANDOWNER UNITED CONGREGATIONAL CHURCH

ROGER Sung

Roger Sung, President of Board of Directors

Roger Sung 12-16-21

Signature

Date

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

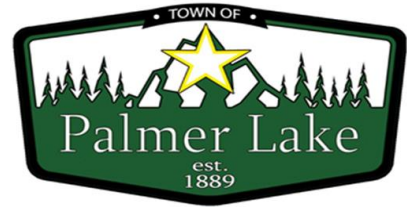
Subscribed and sworn to before me this 16 day of December, 2021,
by Roger Sung as President of the Board of Directors, United Congregational Church.

Zoe Bazell
Notary Public

My commission expires:

5/14/2023

Zoe Bazell
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194018402
MY COMMISSION EXPIRES 05/14/2023



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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolutions to Appoint Members

Background

The following few agenda items are Resolutions to appoint new or re-appoint members to Town Board/Commission as well as a citizen advisory committee for PPACG to represent the Town of Palmer Lake.

- The Planning Commission made recommendation of two members following review of applicants as well as re-appointment.
- The Board of Adjustment have re-appointment(s) to the Board subsequent to approval.
- The Parks Commission continues to seek additional members to fill available positions.

NOTE: There is one additional elected official opportunity – appointment to PPRBD

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 6 - 2022

**A RESOLUTION TO APPROVE APPOINTMENTS TO PLANNING COMMISSION,
PALMER LAKE, COLORADO**

WHEREAS, Palmer Lake is a statutory town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Planning Commission.

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. With consideration of the recommendation of the Planning Commission on January 19, 2022, the following identifies the two-year term appointments to the Planning Commission for the Town of Palmer Lake:

- Two-Year term (ending January 2024)
 - Shana Ball - re-appointment
 - Martha Brodzik - new appointment
 - Susan Miner - new appointment

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 10th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 7 - 2022

**A RESOLUTION TO APPROVE APPOINTMENTS TO PARKS COMMISSION,
PALMER LAKE, COLORADO**

WHEREAS, Palmer Lake is a statutory town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Parks Commission.

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 following identifies the two-year terms of re-appointment to the Parks Commission and shall consider new applicants to fill the balance of a vacant two-year term for the Town of Palmer Lake:

Two-Year term (ending January 2024)

- Ande Furrer - re-appointment
- Reid Wiecks - re-appointment
- Vacant Seat

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 10th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 8 - 2022

**A RESOLUTION TO APPROVE APPOINTMENTS TO BOARD OF ADJUSTMENT,
PALMER LAKE, COLORADO**

WHEREAS, Palmer Lake is a statutory town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Board of Adjustments.

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 following identifies the terms of re-appointments to the Board of Adjustment for the Town of Palmer Lake:

- Two-Year term (ending January 2024)
 - Ed Kinney – re-appointment
 - Bob Miner – re-appointment
 - Michael Richards (Alternate) – re-appointment

- One-Year term (ending January 2023)
 - Glant Havenar (Board of Trustee) - re-appointment

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 10th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk

**TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO**

RESOLUTION NO. 9 - 2022

**A RESOLUTION TO APPROVE CITIZEN APPOINTMENT TO THE PPACG
CITIZEN ADVISORY COMMITTEE (CAC)**

WHEREAS, Palmer Lake is a statutory town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for outlying agencies, including the PPACG Advisory Committee.

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 following Town resident is appointed to the PPACG Citizen Advisory Committee (CAC) for the Town of Palmer Lake:

One-Year term (ending January 2023) – Nikki McDonald

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.

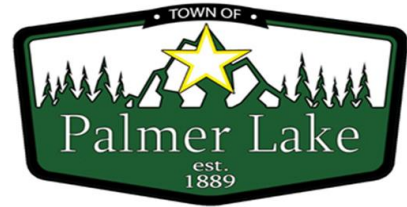
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 10th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk



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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Adopt 2022 Master Fee Schedule

Background

Staff revised the fee schedule to display the fees provided in 2021 (not all fees were on the original list) and the proposed fees for 2022 for the Town.

- There are a few added applications as well as increases (and reductions) based on comparisons with other municipalities as well as discussion at the prior Board meeting.
- The added fees for Fire department review/inspection are based on the 2015 IFC adopted in 2021.
- The citation schedule for the Police department is by request of the Municipal Judge (vs. general penalty for ordinance violation).
- STR fees are added including the existing lodging fee
- Better defined reservation/rental fees for town (park area) property.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 10-2022

A RESOLUTION ADOPTING THE TOWN MASTER FEE SCHEDULE 2022

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 Board of Trustees desires to maintain a fee schedule for Town fees for convenience to the Town Staff and the Citizens and Businesses of the Town of Palmer Lake.

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 adopts the Master Fee Schedule for the year 2022, 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 27TH DAY OF JANUARY, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

TOWN OF PALMER LAKE FEE SCHEDULE

	2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
ADMINISTRATION - LICENSES & PERMITS				
BUSINESS LICENSE			Ch 5.02	
New Application	\$50	\$75		Increased new only (criminal check)
Annual Renewal	\$50	\$50		
SIGN PERMIT	\$100	\$100		
SHORT TERM RENTAL			Ch 5.10	
Class 1 owner occupied				
New Application		\$250		New applications - includes annual "business"
Annual Renewal		\$150		
Class 2 non-owner occupied				
New Application		\$500		Modified per legal (section 3.04.050 amended to fee)
Annual Renewal		\$300		
LODGING FEE (less than 30 consecutive days)		\$2 / night		
OUTDOOR AMPLIFIED SOUND EVENT PERMIT	\$0	\$0		
LIQUOR SPECIAL EVENT PERMIT (non-profit ONLY)	\$100 / day	\$100 / day		
LIQUOR LICENSE - Local Fee			Ch 5.50	
*See Colorado Department of Revenue (Fee to State - New & Annual Renewal)				
https://sbg.colorado.gov/liquor				
*Meet with Town Clerk for NEW application packet including all respective fees				
New License Application	\$1,000	\$1,000		Added fees for "modifications" (based on LED fees)
Transfer of Ownership		\$750		
Change of Location		\$750		
Renewal Application	\$100	\$100		
Corporation/LLC Change - Legal Entity		\$100		
Manager Registration		\$75		
Take Out / Delivery Permit		\$15		New permit application per LED - track "delivery"
Local License Fee - Restaurant/Lodging/Tavern (depends on license type)	\$75	\$75		*For Hotel/Rest, Lodging/Ent, Tavern - existing lic(s)
MARIJUANA LICENSE - Local Fee			Ch 5.30	
*See Colorado Department of Revenue (Fee to State - New & Annual Renewal)				
https://sbg.colorado.gov/marijuana-enforcement				
*Meet with Town Clerk for NEW application packet				
New Application Fee	\$1000 / ea	\$2,500		Increase fees, added fees for "change" of license
New/Annual Renewal License Fee	\$1,000	\$1,500		
Change - Modification of Premises	\$500	\$500		
Change - Legal Structure (Member)	\$500	\$500		
Transfer of Ownership		\$2,500		

TOWN OF PALMER LAKE FEE SCHEDULE

	2022		Code Ref:	REMARKS/CHANGE:
	2021 FEE	Proposed FEE		
DUPLICATE LICENSE FEE	\$10	\$10		
LATE RENEWAL FEE > 30 DAYS	\$15	\$15		
SOLICITOR/PEDDLER PERMIT	\$25 / day	\$25 / day	5.12/16	
SPECIAL EVENT PERMIT	\$100 / event	\$100 / event		

**Fee plus applicable reservation/rental fees*

TOWN PROPERTY - RESERVATION & RENTAL FEES

VILLAGE GREEN / GAZEBO				
Resident - minimum 4 hour	All:	100 /day	\$50 / 4-hr	<i>Modified to reflect non-resident, 4-hr vs full day and better define request for use (detailed)</i>
Resident - full day			\$100 / day	
Non-resident - minimum 4 hour			\$75 / 4-hr	
Non-resident - full day			\$150 / day	
CENTENNIAL PARK / GAZEBO				
Resident		100 /day	\$75 / day	
Non-resident			\$100 / day	
PALMER LAKE PAVILION				
Resident - minimum 4 hour			\$50 / 4-hr	
Resident - full day			\$100 / day	
Non-resident - minimum 4 hour			\$75 / 4-hr	
Non-resident - full day			\$150 / day	
GLEN PARK / PICNIC AREA				
Resident		100 /day	\$50 / day	
Non-resident			\$75 / day	
NON-REFUNDABLE (PORTION) RESERVATION FEE				
PLUS DAMAGE DEPOSIT FOR PROPERTY (Refundable)		\$50	\$75	<i>Added non-refundable "holding" fee if cancelled</i>
ROCKIN RAILS DISC GOLF COURSE				
Special Event		\$150 / day	\$150 / day	
League Play (criteria)		\$250 / year	\$250 / year	
REFUNDABLE DAMAGE DEPOSIT		\$250 / event	\$250 / event	
HISTORIC TOWN HALL				
Rental Event by Hour		\$50 / hour	\$50 / hour	
Non-Profit Event		\$25 / event	\$25 / event	
RENTAL: Round Tables (10) & Chairs (100)				
Set: 1 table & 10 chairs		\$250 / event	\$250 / event	
Town Hall Maint/Utility Fee		\$25 / set	\$25 / set	
Kitchen - Pilot Lighting		\$45	\$65 / event	<i>Added maint/utility fee for use of kitchen (reduced)</i>
			\$25 / event	

TOWN OF PALMER LAKE FEE SCHEDULE

	2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
GLEN TRAILHEAD PARKING (+ applicable payment process fee) <i>*Holiday/special event parking may be modified</i>	\$5 / day	\$5 / day		
PUBLIC WORKS & WATER FEES				
NEW WATER TAP/LINE SET	\$20,600.00	\$21,218.00	Ch 13.01	3% increase per Resolution reflected
Meter (with accessories and inspection)	\$650.00	\$650.00		
<i>Coordinate with Water Department for inspection</i>				
Meter Size (minimum bill/mo)				
3/4" (or smaller)	65.32 / mo	66.75 / mo		
1"	85.64 / mo	87.68 / mo		
1.5"	119.82 / mo	122.88 / mo		
2" (and larger)	160.85 / mo	165.14 / mo		
Water Usage Rate (meters read in 100 gl increments)				
1-4999 gl	0.762 / 100 gl	0.785 / 100 gl		
5000-9999 gl	0.915 / 100 gl	0.942 / 100 gl		
10,000-99,999 gl	1.098 / 100 gl	1.131 / 100 gl		
<i>Water Tap, Meter Size, Usage Rate Subject to Annual 3% Increase per 2019 Resolution</i>				
LATE PAYMENT FEE	\$15 / mo	\$15 / mo		
PAST DUE INTEREST RATE (water charge only)	18% / yr	18% / yr		
SHUT OFF / TURN ON DUE TO NON PAYMENT	\$20 /incident	\$20 /incident		
SHUT OFF / TURN ON SERVICE CALL DURING BUSINESS HOURS	\$0	\$0		
NON-EMERGENCY SERVICE CALL	\$45 /incident	\$45 /incident		
EMERGENCY SERVICE CALL	\$0	\$0		
RESIDENTIAL WELL PERMIT (subject to \$15,000 drilling allowance)	\$20,600.00	\$21,218.00		
STREET CUT PERMIT (ROW)	\$200	\$200		Removed additional per foot formula (flat fee)
DEMOLITION PERMIT	\$100	\$100		
LAND USE APPLICATIONS				
<i>*Fee PLUS applicable land use calculated fees/application</i>			Ch 16	No change
NEW CONSTRUCTION (Building Permit)	\$200+	\$200+		
OTHER (Remodel, Re-roof, Deck, etc)	\$50+	\$50+		
PRELIMINARY PLAT	\$500+	\$500+		
FINAL PLAT	\$500+	\$500+		
MASTER PLAN	\$1,000+	\$1,000+		
MINOR SUBDIVISION (less than 5 parcel)	\$750+	\$750+		

TOWN OF PALMER LAKE FEE SCHEDULE

	2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
REPLAT APPLICATION	\$500+	\$500+		
ROW VACATION	\$500+	\$500+		
PLANNED UNIT DEVELOPMENT (PUD) REQUEST	\$1,000+	\$1,000+		
ANNEXATION REQUEST	\$1,000+	\$1,000+		
CONDITIONAL USE	\$250	\$250		
VARIANCE REQUEST	\$400	\$400		
REZONING REQUEST	\$500	\$500		

ADMINISTRATION - OTHER FEES

NOTARY SERVICE	\$0	\$0		No change
LATE FEE / MONTH (after 30 days as applicable)	\$15	\$15		
NSF FEE (Includes bank service fee, if applicable)	\$29	\$29		
PUBLIC RECORD / CORA				
Letter size (b/w photocopy - pg 1-5 no cost)	\$0.25 / Pg > 6	\$0.25 / Pg > 6		
Legal or larger b/w photocopy	\$0.50 / Pg	\$0.50 / Pg		
FAX Transmittal	\$2 / Pg	\$2 / Pg		
Document certification	\$5 / Cert	\$5 / Cert		
Portable media - CD/DVD/Flash Drive	Actual Cost	Actual Cost		
Research, Retrieval, Data Manipulation (1st hour no cost)	\$30 / hr	\$30 / hr		
US First Class Mail requested	USPS rate	USPS rate		

FIRE SERVICES

PLAN REVIEW				
Subdivision/Development Plans	< 10 acres		\$500	Proper review to be reflected on revised applications Added based on adoption of 2015 IFC
	> 10 acres		\$750	
Single Family Residence (1 inspection)		*Per SF	\$0	
Tenant Finish/Remodel (Non-single Family)				
< 1500 SF			\$174	
1500 - 5000 SF			\$312	
5001 - 10,000 SF			\$1,521	
10,001 - 50,000 SF			\$1,782	
50,001 - 100,000 SF			\$2,673	
> 100,001 SF			\$6,855	
New Building/Addition (Non-single Family)				
< 3000 SF			\$480	
3001 - 5000 SF			\$754	

TOWN OF PALMER LAKE FEE SCHEDULE

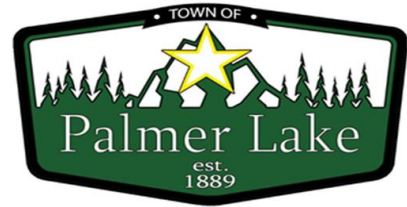
		2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
5000 - 10,000 SF			\$1,521		
10,001 - 50,000 SF			\$1,782		
50,001 - 100,000 SF			\$2,673		
> 100,001 SF			\$6,855		
FIRE INSPECTION					
Fire Protection/Alarm Systems	< 20 device	\$125	\$125		
	> 20 device		Plus \$1.25 / device See CSFD fee schedule		Added based on adoption of 2015 IFC
Kitchen Hood/Duct System			\$125		
Re-inspection per incident (permitted project)			\$106		
Variance Request			\$500		
Work at Risk			\$137		
Nuisance (after 5th call)			\$325 / call		
Fire Watch (minimum 2 hours)			\$138 / hr		
Site Safety Inspection			\$50		
POLICE SERVICES					
INK FINGERPRINTS		\$20	\$20		
VIN VERIFICATION		\$10	\$10		
VIN VERIFICATION FOR ADDITIONAL VEHICLE(S)		\$5	\$5		
<i>Check or Money Order - Payable to Town of Palmer Lake</i> <i>Credit Card payment at www.townofpalmerlake.com (MUST specify what payment is for)</i> <i>Coordinate appointment with Police: Call 719-481-2934</i>					
PUBLIC SAFETY RECORD REQUESTS					
Traffic Accident Reports		\$10	\$10		
Case Reports (1-10 pages)		\$15	\$15		
Case Reports (page 11 and after)		\$0.25 / pg	\$0.25 / pg		
Research/Retrieval of Records (1st hour free)		\$30 / hour	\$30 / hour		
Digital Video/Audio/Photograph copies		\$25	\$25		
Research/Retrieval of Records (1st hour free)		\$30 / hour	\$30 / hour		
All 3rd Party Printing		Actual cost	Actual cost		
MUNICIPAL COURT					
COURT COST		\$30	\$30		
DOCKET FEE			\$10		Added docket fee (admin cost)

TOWN OF PALMER LAKE FEE SCHEDULE

	2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
OJW FEE	\$30	\$30		
WARRANT FEE (determined by Municipal Judge)	\$300-800	\$300-800		
CITATION SCHEDULE				
IMPOUNDING ANIMALS			7.04.050	<i>NOTE: Request by Municipal Judge to tier / offense vs. general penalty</i>
Redeem Fee		\$40		
Additional Fee within 12 months		\$60		
DOGS			7.08.130	
1st offense		\$45		
2nd offense		\$75		
3rd offense		\$100		
VICIOUS DOG			7.08.070 - 080	
1st offense		\$75		
2nd offense		\$100		
3rd offense		\$150		
DOMESTICATED POULTRY & FOWL (PETS)			7.09.010 - 125	
1st offense		\$45		
2nd offense		\$75		
3rd offense		\$100		
FEEDING OR ATTRACTING GAME WILDLIFE			7.10.010	
1st offense		\$100		
2nd offense		\$500		
3rd offense		\$1,000		
JUNKYARD AND DUMPING GROUNDS			8.05.020	
1st offense followed by 8.04.040 Abatement		\$250		
NUISANCES BY CODE			8.05.030 - 140	
1st offense		\$45		
2nd offense		\$75		
3rd offense		\$100		
ABATEMENT			8.04.040	
Actual cost plus daily citation not resolved		\$100		
FALSE ALARM			9.04.030	
1st offense followed by charge under C.R.S. 18-8-111		\$500		
DOG AT RESERVOIR				
1st offense	\$800	\$800		
TRAFFIC VIOLATION				

TOWN OF PALMER LAKE FEE SCHEDULE

	2021 FEE	2022 Proposed FEE	Code Ref:	REMARKS/CHANGE:
Per adopted current Model Traffic Code				



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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Authorize Lease Agreement with Pikes Peak Library

Background

The ramp reconstruction for the library/museum is complete. The Pikes Peak Library District is ready to re-open in Palmer Lake mid February. With a commitment of budgeted funds to continue improving the building, the Library is committing to be in Palmer Lake.

Authorizing the enclosed lease agreement is the next step for the return of the library. The terms of the lease were primarily agreed to with library staff and approved by the PPLD board in the fall of 2020 prior to the closure due to the ramp reconstruction, consisting of an increased monthly rate of rent and utilities.

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

PALMER LAKE, COLORADO

ORDINANCE NO. 1-2022

**AN ORDINANCE DISCONNECTING CERTAIN REAL PROPERTY FROM 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 owner of real property, more particularly described in the attached Exhibit A, (hereinafter, "Property") located within the Town has requested the disconnection, also sometimes called de-annexation, from the Town of Palmer Lake; and

WHEREAS, the Owner has provided notices pursuant to C.R.S. §31-12-501, *et seq.* and, to the knowledge of the Town, no requests for a meeting has been received by the Town from the County or any of the special districts involved; and

WHEREAS, the Board of Trustees has determined that the best interests of the Town will not be prejudiced by the disconnection of the Property.

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

Section 1.

The Board of Trustees is of the opinion that the best interests of the municipality will not be prejudiced by the disconnection of the Property, as described in Exhibit A attached hereto and incorporated herein by reference, from the Town. Therefore, the Property is hereby disconnected from the Town.

Section 2.

Town Staff are hereby authorized and directed to take any and all necessary steps to effectuate the disconnection. To the extent the Mayor is needed to effectuate the disconnection, the Mayor is hereby authorized to take any and all necessary steps to effectuate the disconnection.

Section 3.

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 Town Board 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.

Section 4.

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.

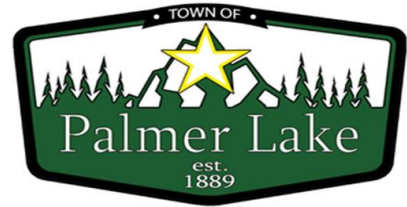
INTRODUCED, READ AND PASSED AT A FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 10TH DAY OF FEBRUARY, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



Item 21.

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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance to Amend Section 5.02, Business Licensing

Background

This revision is to clarify the purpose for requiring a business license. The Town requires a license for entities physically located in the Town as well as those conducting business in the Town. Thus, the amended ordinance reflects such requirement.

**PALMER LAKE, COLORADO
ORDINANCE NO. 2-2022**

**AN ORDINANCE TO AMEND CHAPTER 5.02 OF TITLE 5 OF THE PALMER LAKE
MUNICIPAL CODE CONCERNING BUSINESS LICENSES**

WHEREAS, PALMER LAKE IS A STATUTORY TOWN WITH THE AUTHORITY TO REGULATE AND LICENSE BUSINESSES PURSUANT TO C.R.S. §31-15-501(C); AND

WHEREAS, BY ORDINANCE 6-1974 THE TOWN OF PALMER LAKE ADOPTED PROVISIONS RELATED TO GENERAL BUSINESS REGISTRATION AS SET FORTH IN CHAPTER 5.02 OF TITLE 5 OF THE PALMER LAKE MUNICIPAL CODE; AND

WHEREAS, THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE DESIRES TO AMEND SECTION 5.02.010 RELATING TO THE PURPOSE OF THE LICENSING OF LOCAL BUSINESSES IN THE TOWN OF PALMER LAKE.

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

Section 1. Section 5.02.010 of Chapter 5.02 of Title 5 of the Town of Palmer Lake Municipal Code is hereby amended, by adding the underlined language, to read as follows:

5.02.010 Purpose. The purpose of this Chapter is to require registration and the maintaining of a register of all licensed business activities physically located and/or conducted within the jurisdiction of the Town in order to protect the health, safety and welfare of the Town’s inhabitants.

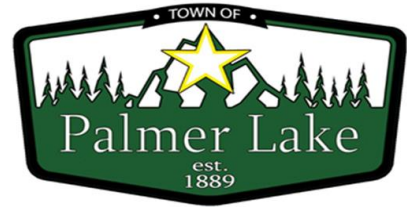
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 10th DAY OF FEBRUARY 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Bill Bass
Mayor



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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance to Amend Section 12.03, Variance of Road Standards

Background

The Town adopted El Paso County road standards in 2021. The issue in the current code is the vague language allowing for a variance on undeveloped right of way (roadway). The code requires roadways to be developed and variance language should provide for specific limitations to keep compliant to code requirements.

Recommendation

Staff recommends that Town code better define – limit – what is allowed for variance as well as authorize the Town departments – specifically Fire and Roads as well as possible input from the Town engineering consultant – to determine such variance of width, slope, etc., for the respective roadway development in the Town.

**PALMER LAKE, COLORADO
ORDINANCE NO. 3-2022**

**AN ORDINANCE AMENDING CHAPTER 12.03 OF TITLE 12 OF THE PALMER
LAKE MUNICIPAL CODE VARIANCES TO ROAD STANDARDS**

WHEREAS, PALMER LAKE IS A STATUTORY TOWN WITH THE AUTHORITY TO REGULATE AND LICENSE BUSINESSES PURSUANT TO C.R.S. §31-15-501(C); AND

WHEREAS, BY ORDINANCE 4-2021 THE TOWN OF PALMER LAKE ADOPTED EL PASO COUNTY ROAD STANDARDS AS SET FORTH IN CHAPTER 12.03 OF TITLE 12 OF THE PALMER LAKE MUNICIPAL CODE; AND

WHEREAS, THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE DESIRES TO AMEND SECTION 12.03.020 RELATING TO VARIANCES TO THESE STANDARDS IN THE TOWN OF PALMER LAKE.

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

Section 1.

Section 12.03.020 of Chapter 12.03 of Title 12 of the Town of Palmer Lake Municipal Code is hereby amended, by adding the underlined language and deleting the strikethrough language as indicated below to read in its entirety as follows:

12.03.020. Variances. Variances to the above standards may be granted by the Town Administrator with review and agreement by respective Town department supervisors for the following reasons:

~~A. Street extensions off of unpaved roadways.~~

A. Inadequate existing rights-of-way.

B. Topographic considerations including slope, grade, or width of existing platted but undeveloped rights-of-way.

~~D. Environmental considerations.~~

If the Town Administrator denies an application for a variance, the Applicant may appeal the Town Administrator's decision to the Town Board of Trustees. The decision of the Town Board of Trustees shall be considered a final decision for purposes of C.R.C.P. 106.

Section 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 Town Board 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.

Section 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.

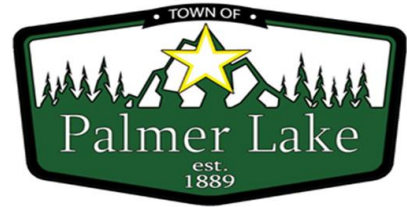
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 10TH DAY OF FEBRUARY, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Bill Bass
Mayor



Item 23.

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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance to Amend Section 3.04.050, Lodging Fee

Background

This revision is in light of the short term rental code adopting criteria for rental and defining short term as less than 30 consecutive days lodging. Additionally, language was modified to a nightly “fee” vs. tax.

**PALMER LAKE, COLORADO
ORDINANCE NO. 4-2022**

AN ORDINANCE TO AMEND SECTION 3.04.050 OF TITLE 3 OF THE PALMER LAKE MUNICIPAL CODE CONCERNING LODGING FEE

WHEREAS, PALMER LAKE IS A STATUTORY TOWN WITH THE AUTHORITY TO REGULATE AND LICENSE BUSINESSES PURSUANT TO C.R.S. §31-15-501(C); AND

WHEREAS, BY ORDINANCE 13-2002 THE TOWN OF PALMER LAKE ADOPTED PROVISIONS RELATED TO AN OCCUPATION TAX FOR LODGING AS SET FORTH IN CHAPTER 3.04.050 OF TITLE 3 OF THE PALMER LAKE MUNICIPAL CODE; AND

WHEREAS, THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE DESIRES TO AMEND SECTION 3.04.050 RELATING TO THE CRITERIA OF THE LODGING FEE IN THE TOWN OF PALMER LAKE.

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

Section 1. Chapter 3.04.050 of Title 3 of the Town of Palmer Lake Municipal Code is hereby amended to read as follows:

3.04.050.Lodging Fee

There is hereby levied by the Town of Palmer Lake a lodging fee on the provision of lodging upon every person or business that furnishes any hotel room, motel room, lodging room, motor hotel room, guest house room, bed and breakfast room or other similar accommodation for consideration for less than thirty (30) consecutive days within the Town of Palmer Lake in the amount as set forth in the Master Fee Schedule per day, per occupied lodging room (accommodation). The resulting fee shall be paid to the town clerk monthly with a report on each lodging room occupied and payment of the fee for the prior month due and payable on the 15th day of each following month.

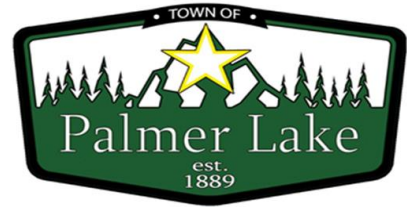
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ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Bill Bass
Mayor



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

DATE: Feb-10- 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Direction for Elephant Rock Property

Background

As discussed with the Board, staff is requesting specific direction for the Elephant Rock property. The questions and requested action before the Board include –

- Do you want the property assessed for total value – with and without existing structures?

Staff recommends seeking 2+ quotes for assessment and/or appraisal of the property as is.

- Do you want to determine the portion of the property to keep for specific Town use?
- And determine portion to lease for potential other use/development?

Staff recommends utilizing a map of the PUD parcel to identify the areas the Town will not lease.

- Do you want to explore seeking auction/estate sale of the personal property that will not be utilized by Town departments, Town Hall, Parks, etc.?

Staff recommends identifying items the Town will use and seek options to “sell” or auction or donate (respectively) the balance of personal property on-site.

- Per Terres family request re: piano needing repair, authorize the Terres family to take it (request forwarded by Trustee Havenar from Mikela Terres)