



BOARD OF TRUSTEES MEETING

Thursday, October 27, 2022 at 5:00 PM

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

LIVE STREAM available at Town website

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. Present the HPA Civic Restoration Award for the Town Hall Project

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 October 13, 2022 Meeting
- [3.](#) Resolution to Approve New Parks Commission Member
- [4.](#) Financials (September)

Staff/Department Reports

5. Attorney
6. Administrator/Clerk

Public Hearing

Mayor will introduce the item for public hearing and hear from the applicant. Mayor will open the floor to the public for anyone speaking for or against the item. Board will address any questions to the applicant or staff. Applicant may provide closing remarks prior to the Mayor closing the hearing.

- [7.](#) PUBLIC HEARING - Conditional Use (Vale) for Residential Dwelling in CC Zone

Business Items

- [8.](#) Special Event Application - Yule Log Dinner (11/29) and Hunt (12/11)
- [9.](#) Special Event Application - 2nd Annual Palmer Lake Hockey Classic (1/6-7)
- [10.](#) Resolution 48-2022 to Approve Conditional Use for Residential Dwelling in CC Zone (Vale)
- [11.](#) Resolution 49-2022 to Authorize Agreement with GMS for Design of the Palmer Lake Elementary School Roadway Project
- [12.](#) Resolution 50-2022 to Extend Land Use Permit Issued at 95 and 97 Greeley
- [13.](#) Resolution 46-2022 to Authorize MOU with Little League (Ballfield)
- [14.](#) Resolution 51-2022 to Authorize Vehicle Loan Payoff
- [15.](#) Resolution 52-2022 to Authorize Signing the Revised IGA with Town of Monument for Emergency Interconnect
- [16.](#) Emergency Ordinance 15-2022 Considering Moratorium on Signs in Town
- [17.](#) Direction for Board "Chromebook" Purchase in 2022 (vs. iPad)
- [18.](#) Draft 2023 Budget Updates and Upcoming Meeting Dates
- [19.](#) Information Relating to the Water Fund - Rates and Loan Obligation
- [20.](#) Information Relating to Recodification Project

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!

Board Reports**Next Meeting (Nov 7 workshop, Nov 10 meeting, Budget Hearing on Nov 17) 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) – ambulance coverage with Trilakes district; land offer on Hwy 105 to town, Elephant Rock property lease terms, possible annexation, possible public land sale; and for the purpose of receiving legal advise on specific legal questions under C.R.S. 24-6-402(4)(b) - road and development standards, code of conduct policy.

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 MEETING

Thursday, October 13, 2022 at 5:00 PM

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

MINUTES

Call to Order. Trustee Havenar called the meeting to order at 5:01 pm.

Pledge of Allegiance

Roll Call. Present: Trustees Nicole Currier, Karen Stuth, Glant Havenar. Jessica Farr arrived about 5:10 pm. Excused: Mayor Bill Bass, Trustees Sam Padgett and Darin Dawson.

Presentation

1. Police Department Ceremonial Oath of Office and Awards. Chief Vanderpool administered the oath of office to Officers Ramirez, Olson, and Perry. Lt Lundy presented the Life Saving Award to Officer James Bentley.

Consent Agenda

MOTION (Stuth, Currier) to approve the consent agenda including 2) Minutes from September 22, 2022, meeting minutes and 3) Checks over \$15,000 - CIRSA and Bradley Excavating. Roll call vote – aye 4; nay 0. Motion passed.

Staff/Department Reports

4. Water. Report in the packet.
5. Public Works including Roads & Park Maintenance. Supervisor Dosch provided an update on the activities with parks. He reported that GMS was selected for the RFQ for the design work of the Palmer Lake elementary school roadway improvement project. The result of the ad for bids was reviewed noting only one bid over the budgeted estimate was declined and that staff will rebid the project early in 2023. Trustee Stuth inquired about the pedestrian bridge lighting and Dosch reported he is working with CORE for a power source in the vicinity for future parking and lighting the bridge as well as electricians for the design of the lighting options to forward to the railroad for approval.
6. Police. Report in the packet with no questions.
7. Fire. Report in the packet with no questions.
8. Administration. Report in the packet.

9. Attorney. Attorney Krob addressed recent concerns of signs in town and suggested that, with the adoption of the recodified code, the sign code be a priority to review and amend. It was inquired to set a moratorium on signs until this review is complete. Board members agreed to hold on any new signs.
10. Administrator/Clerk. Collins provided a report on the public forums held for the community master plan and the upcoming hearing on 10/19 to adopt the plan. Water line improvements are taking place on portions of Walnut. A news item was posted to the town website informing citizens of options if Waste Management was no longer an option. Trustee Havenar also added that Infinite Disposal is accepting new accounts. Collins reported that a neighborhood meeting took place in the Virginia area to place culverts under the roadway assisting with drainage from property. The town hall renovation project was nominated for a civic restoration award with Historical Preservation Alliance and GMS and TN Parker will be invited to share in the award at an upcoming meeting. Pikes Peak Library is planning interior renovation in early November and will place a POD storage container near the green for temporary storage of fixtures.

Business Items

11. Special Event Application - Christmas Tree Lighting (12/2). Trustee Havenar requested permission from board members that she and Karen be allowed to vote on this item for a PLEDG event. She invited Lonnie and Lindsay to speak about the Christmas Tree Lighting on 12/2 at 7pm. Additional events being planned were reviewed. Julia Stambaugh reported that she is working with PLEDG and departments to coordinate the event details. MOTION (Farr, Currier) to approve the event and waive the fees. Roll call vote – aye 4; nay 0. Motion passed.
12. Resolution 45-2022 to Authorize Road Improvement to S Valley. Public Works Supervisor Dosch explained the requested quotes for the roadway improvement at S Valley since the bridge restoration project was not taking place this year. This project was budgeted but he was holding funds to cover the bridge work. Two bids were received, and he reviewed the low responsible bid from Martin Marietta and the improvement work. He explained that the excess material will be utilized at the top of the roadway into the elephant rock property off Hwy 105. MOTION (Currier, Farr) to approve Resolution 45-2022 to authorize an agreement with Martin Marietta for the road improvement. Roll call vote – aye 4; nay 0. Motion passed.
13. Resolution 44-2022 to Authorize Residential Well Agreement (822 Meadow Lane). Mr. Kurt Ehrhardt explained the request to drill a well for this completed single family home. MOTION (Farr, Stuth) to approve Resolution 44-2022 to authorize the residential well agreement at 822 Meadow Lane. Roll call vote – aye 4; nay 0. Motion passed.
14. Consider Request to Issue Multiple Well Permits for Elephant Rock Acres, 5 Lots. Discussion took place with Mr. Ehrhardt about the lots requiring drilling and his preference to conduct the drilling at one time prior to submitting land use applications to build homes. Staff explained supporting this request with a respective well agreement for each lot and noting payment to be made at the time of application for a building permit at the cost established by the master fee schedule. MOTION (Farr, Stuth) to approve the request as staff recommended. Roll call vote – aye 4; nay 0. Motion passed.
15. First Reading of Ordinance to Adopt (Recodified) Town Code and Set Hearing. Attorney Krob explained the two-reading process for the adoption of the new code. Members discussed wanting

to review the new code compared to what code exists and the redline version. Staff stated the recodification is unable to be edited at this point and that the Board has the authority to adopt an ordinance to amend any portion of the code. Staff suggested that all sections be reviewed going forward to not expend additional funds on the project and to have one inclusive document that all parties have access to work from. Discussion focused on language relating to the past commissioner role of board members being removed from the code. Ms. Marty Brodzik expressed frustration of going through the code for the master plan. Mr. Roger Moseley warned the members about the short-term rental code being poor and needs attention. Ms. Nikki McDonald spoke about what was expected with the code and inquired what the past attorney did on this project. Ms. Brodzik stated the original short term rental code adopted in October of 2021 is illegal due to zoning conflict. Attorney Krob clarified that if an ordinance is passed allowing a use it is legal regardless of being in zoning code and repeated the process of codification. Mr. Moseley explained further details of short-term rental requiring a conditional use for a quantity of non-owner-occupied units only but unlimited for owner occupied rentals. Mr. Bill McDonald inquired why the board would not get the adoption done and then review the code by priority. Mr. Mark Thompson, owner of Tanglewood Trailers, inquired about the accuracy of the code work from Municode. Trustee Currier suggested moving forward with the adoption of one searchable accessible document to amend moving forward. Mr. Thompson suggested having a workshop with the public to verify changes. Board members discussed options of workshop dates and prolonging the adoption. MOTION (Stuth, Farr) to hold a workshop on Monday, November 7 at 4 pm to review the recodified version of the code with the redline version and set the public hearing with the first reading of the ordinance at the November 10 Board meeting. Roll call vote – aye 4; nay 0. Motion passed.

16. Distribute Revised Draft 2023 Budget. Trustee Havenar stated the updates were provided to Board members and will be reviewed in the workshop following the meeting.
17. Discussion/Direction on Water Billing Rates. Collins reviewed the history of the rates not being increased or data and billing being managed appropriately. A few questions were proposed for the board preparing for the next rate increase (3% by resolution) including increase two rates that were previously short to get to the intended rate and to consider an analysis of the current data and anticipated revenue against the required loan obligation. Ms. Marty Brodzik spoke about the loan payments and the urgency to act on increasing water rates. Mr. Roger Moseley stated an analysis should be done. Consensus was to direct staff to initiate an analysis of rates to meet the loan obligations and bring this item back.

Public Comment

Ms. Marty Brodzik told the board that the largest issue before them is the water fund. She implied that the revenue discussions were misleading to the citizenry about general fund when the issue is the water fund. Mr. Roger Moseley expressed concern about development in the town where there is no water. He stated the master plan discourages large development and restated the short-term rental code needs to be addressed for limits and proper zoning. Mr. Mark Thompson informed the board members to “do your homework” and offered feedback on leaders not supporting business.

Board Reports

Trustee Stuth reviewed the success of the Economic Development workshop hosted by PLEDG and noted the upcoming shop local campaign on 11/26. Trustees also expressed gratitude to Onan Floyd

(Tripp) for the donation of a living Christmas tree to be planted in the green near the gazebo. Trustee Havenar reviewed the PPACG meeting including adoption of the transportation study. She also directed research work for grants on charging stations in the town for parks.

Next Meeting (October 27) and Future Items

MOTION (Stuth, Farr) to recess for five minutes prior to starting the budget workshop. Motion passed.

The workshop began at 7:55 pm.

Due to one Board member leaving for a family emergency, a quorum was no longer present to complete the balance of the agenda. The meeting adjourned at 9:16 pm.

Mayor William Bass

ATTEST: Dawn A. Collins, Town Clerk

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

RESOLUTION NO. 47 - 2022

**A RESOLUTION TO APPROVE MEMBER APPOINTMENT 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, the Parks Commission recommended the appointment of resident Mr. Gene Kalesti to fill the remaining two-year term on October 25, 2022; 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 remaining two-year term to the Parks Commission shall be filled by Mr. Gene Kalesti (2022 ending January 2024).

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 27th DAY OF OCTOBER 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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

TOWN OF PALMER LAKE
Financial Statements
September 2022
Unaudited



CASH POSITION

September 30, 2022



TOWN OF PALMER LAKE				
Schedule of Cash Position				
September 30, 2022				
FINANCIAL INSTITUTION	TYPE OF ACCOUNT	CHECKING / SAVINGS	BANK RATE	BALANCE
OPERATING FUNDS:				
Community Banks of CO	General Fund Operating	Checking	n/a	\$ 1,492,132
<i>* Restricted - Operating Reserve - 3 months (\$582,475)</i>				
Community Banks of CO	Water Fund Operating	Checking	n/a	\$ 1,197,363
<i>* Restricted - Operating Reserve - 3 months (\$236,018)</i>				
Colorado Trust (ColoTrust)	General Fund	Savings	2.62%	\$ 984,653
Subtotal - Operating Funds				\$ 3,674,148
RESTRICTED FUNDS:				
Colorado Trust (ColoTrust)	Water Reserve 2010	Savings	2.62%	\$ 178,710
Colorado Trust (ColoTrust)	Water Loan Reserve	Savings	2.62%	\$ 199,052
Colorado Trust (ColoTrust)	Water Savings	Savings	2.62%	\$ 200,000
Colorado Trust (ColoTrust)	Police CIP Reserve	Savings	2.62%	\$ 7
Colorado Trust (ColoTrust)	Fire CIP Reserve	Savings	2.62%	\$ 59,948
Colorado Trust (ColoTrust)	CTF Reserve	Savings	2.62%	\$ 27,298
Subtotal - Restricted Funds				\$ 665,015
TOTAL				\$ 4,339,164

GENERAL FUND
September 2022



TOWN OF PALMER LAKE

Item 4.

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND For the Nine Months Ended September 30, 2022 UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Taxes	\$ 2,090,342	\$ 1,944,401	\$ (145,941)	93%
Fees and Licenses	191,900	174,450	(17,450)	91%
Intergovernmental	14,100	7,073	(7,027)	50%
Fines	70,900	48,065	(22,835)	68%
Interest income	12,000	15,381	3,381	128%
Departmental	19,000	49,004	30,004	258%
Miscellaneous income	170,100	142,135	(27,965)	84%
Total Revenue	<u>\$ 2,568,342</u>	<u>\$ 2,380,509</u>	<u>\$ (187,833)</u>	<u>93%</u>
EXPENDITURES				
General and Administrative				
Salaries and Benefits	\$ 179,369	\$ 126,397	\$ 52,972	70%
Professional Services	315,785	300,335	15,450	95%
General Administration	605,730	432,968	172,762	71%
Total General and Administrative	<u>\$ 1,100,885</u>	<u>\$ 859,700</u>	<u>\$ 241,184</u>	<u>78%</u>
Police Department				
Salaries and Benefits	\$ 588,861	\$ 384,490	\$ 204,371	65%
Professional Services	-	-	-	0%
General Administration	60,470	28,630	31,840	47%
Total Police Department	<u>\$ 649,331</u>	<u>\$ 413,120</u>	<u>\$ 236,211</u>	<u>64%</u>
Fire Department				
Salaries and Benefits	\$ 464,572	\$ 325,388	\$ 139,184	70%
Professional Services	-	-	-	0%
General Administration	73,050	81,023	(7,973)	111%
Total Fire Department	<u>\$ 537,622</u>	<u>\$ 406,411</u>	<u>\$ 131,211</u>	<u>76%</u>
Roads Department				
Salaries and Benefits	\$ 187,002	\$ 128,918	\$ 58,084	69%
Professional Services	20,000	1,968	18,032	10%
General Administration	388,071	109,008	279,063	28%
Total Roads Department	<u>\$ 595,073</u>	<u>\$ 239,894</u>	<u>\$ 355,179</u>	<u>40%</u>
Parks Department				
Salaries and Benefits	\$ 62,231	\$ 13,605	\$ 48,626	22%
General Administration	23,200	13,549	9,651	58%
Total Parks Department	<u>\$ 85,431</u>	<u>\$ 27,154</u>	<u>\$ 58,277</u>	<u>32%</u>
Total Expenditures	<u>\$ 2,968,341</u>	<u>\$ 1,946,279</u>	<u>\$ 1,022,062</u>	<u>66%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (400,000)</u>	<u>\$ 434,230</u>	<u>\$ 834,229</u>	
FUNDS BALANCE - BEGINNING OF YEAR		<u>\$ 2,749,080</u>		
FUNDS BALANCE - END OF YEAR		<u>\$ 3,183,310</u>		
Less:				
Restricted:				
Operating Reserve - 3 months		(582,475)	<i>Note 1</i>	
Fire - CIP Reserve		(59,948)		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u><u>\$ 2,540,887</u></u>		

Note 1: A 12 Month Operating Reserve would be Optimum

WATER ENTERPRISE FUND

September 2022



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL WATER ENTERPRISE FUND For the Nine Months Ended September 30, 2022 UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Water Revenue	\$ 1,198,500	\$ 886,688	\$ (311,812)	74%
Water Fees	71,957	40,603	(31,354)	56%
Water Taps	200,000	54,222	(145,778)	27%
Late Fees/ Service Fees	-	15,064	15,064	0%
Water Meters	6,500	1,950	(4,550)	30%
Interest	3,000	2,944	(56)	98%
Miscellaneous	-	525	525	0%
Total Revenue	<u>\$ 1,479,957</u>	<u>\$ 1,001,996</u>	<u>\$ (477,961)</u>	<u>68%</u>
EXPENDITURES				
Salaries and Benefits	\$ 454,797	\$ 302,578	\$ 152,219	67%
Professional Services	127,500	98,060	29,440	77%
Administrative	183,450	198,725	(15,275)	108%
Operations	874,054	264,877	609,177	30%
Debt Service	183,229	103,070	80,159	56%
Total Expenditures	<u>\$ 1,823,030</u>	<u>\$ 967,310</u>	<u>\$ 855,720</u>	<u>53%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (343,072)</u>	<u>\$ 34,686</u>	<u>\$ 377,759</u>	
FUNDS AVAILABLE - BEGINNING OF YEAR		<u>\$ 656,879</u>		
FUNDS AVAILABLE - END OF YEAR		<u>\$ 691,565</u>		
Less:				
Restricted:				
Operating Reserve - 3 months (CWR&PDA Loan Requirement)		(236,018)	<i>Note 1</i>	
Water Loan Reserve		(199,052)		
Water Reserve - 2010		<u>(178,710)</u>		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u>\$ 77,785</u>		

Note 1: A 12 Month Operating Reserve would be Optimum

CONSERVATION TRUST FUND

September 2022



TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND

For the Nine Months Ended September 30, 2022

UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
State Shared Revenue	\$ 44,406	\$ 24,713	\$ (19,693)	56%
Interest/Miscellaneous income	-	213	213	0%
Total Revenue	<u>\$ 44,406</u>	<u>\$ 24,926</u>	<u>\$ (19,480)</u>	<u>56%</u>
EXPENDITURES				
Salaries and Benefits	\$ 18,774	\$ 18,259	\$ 515	97%
Administrative	25,630	11,979	13,651	47%
Total Expenditures	<u>\$ 44,405</u>	<u>\$ 30,238</u>	<u>\$ 14,166</u>	<u>68%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 1</u>	<u>\$ (5,312)</u>	<u>\$ (5,314)</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 36,140</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 30,828</u></u>		

GRANTS AND DONATIONS FUND

September 2022



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL

GRANTS & DONATIONS

For the Eight Months Ended August 31, 2022

UNAUDITED

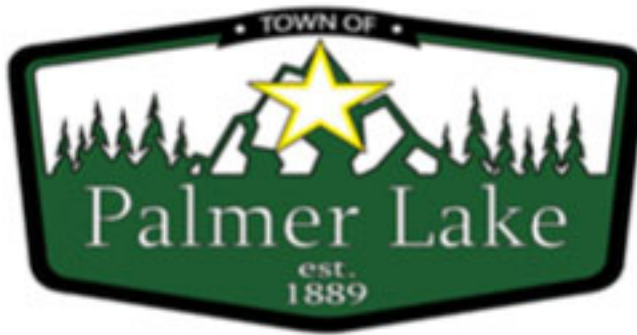
Item 4.

For Information Purposes Only

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
FPPA Matching Funds	\$ 14,000	\$ -	\$ (14,000)	0%
Fire Mitigation Grant	50,000	-	(50,000)	0%
DOLA EIAF Water Sys- PER Grant	15,000	-	(15,000)	0%
CDOT Bridge Rehab	200,000	-	(200,000)	0%
CDOT PL Elementary Road Improvements	176,590	-	(176,590)	0%
American Rescue Plan	376,145	376,145	-	100%
CDPHE 2020 WQIF	-	25,300	25,300	0%
Fire Grants	-	17,263	17,263	0%
Police Donations/ Grants	59,437	79,674	20,237	134%
Parks Donations/ Grants	1,000	843	(157)	84%
Total Revenue	\$ 892,172	\$ 499,225	\$ (392,947)	56%
EXPENDITURES				
General Administrative				
Grants Expense- DOLA / GOCO	\$ -	\$ -	\$ -	0%
Total General Administrative Expenditures	\$ -	\$ -	\$ -	0%
Police Department Expenditures				
Grant Expense	\$ 59,537	\$ 36,294	\$ 23,243	61%
Total Police Department Expenditures	\$ 59,537	\$ 36,294	\$ 23,243	61%
Fire Department Expenditures				
Grants Expense	\$ -	\$ 10,788	\$ (10,788)	0%
Fire Mitigation CUSP	50,000	2,048	47,952	4%
Total Fire Department Expenditures	\$ 50,000	\$ 12,836	\$ 37,164	26%
Roads Department Expenditures				
CDOT Bridge Rehab	\$ 200,000	\$ -	\$ 200,000	0%
CDOT PL Elementary Road Improvements	176,590	20	176,570	0%
Grants Expense- Douglas	13,900	-	13,900	0%
Total Roads Department Expenditures	\$ 390,490	\$ 20	\$ 390,470	0%
Parks Department Expenditures				
Parks Committee (donations)	\$ 1,000	\$ 300	\$ 700	30%
Total Parks Department Expenditures	\$ 1,000	\$ 300	\$ 700	30%
Water Department Expenditures				
American Rescue Plan	\$ 376,145	\$ 343	\$ 375,802	0%
DOLA EIAF Water Sys- PER Grant	15,000	-	15,000	0%
Total Water Department Expenditures	\$ 391,145	\$ 343	\$ 390,802	0%
Total Expenditures	\$ 892,172	\$ 49,793	\$ 842,379	
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES				
	\$ -	\$ 449,432	\$ 449,432	

Check Register

September 2022



Ranges:	From:	To:	From:	To:
Check Number	First	Last	9/1/2022	9/30/2022
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
48309	4RIVERSEQUIPMEN	4 RIVERS EQUIPMENT	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$5,223.99
48310	ATOZRECREATION	A TO Z RECREATION	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$2,999.00
48311	ALLWATERSUPPLY	ALL WATER SUPPLY LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$66.84
48312	AMCOBI	AmCobi	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$2,107.73
48313	AMCOBIIT	AMCOBI	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$3,756.50
48314	BRADLEYEXCAVATI	BRADLEY EXCAVATING INC.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$5,196.57
48315	CANYONSYSTEMS	CANYON SYSTEMS INC.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$2,433.31
48316	CENTURYLINK	CENTURYLINK	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$216.80
48317	CIVICPLUSLLC	CIVICPLUS LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$150.00
48318	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$30.00
48319	CKT	COMMON KNOWLEDGE TECHNOLOGY	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$4,380.00
48320	CRAIGSPOWEREQUI	CRAIG'S POWER EQUIPMENT LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$30.00
48321	DELINDASTORY	DELINDA STORY	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$575.00
48322	DPCINDUSTRIES	DPC INDUSTRIES, INC.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$70.00
48323	DTITRUCKS	DTI TRUCKS	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$4,238.07
48324	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$61.00
48325	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$1,250.00
48326	FAC	FROMM & COMPANY LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$16,564.95
48327	FRONTRANGEFIREA	FRONT RANGE FIRE APPARATUS	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$303.15
48328	FUELCHURCH	FUEL CHURCH	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48329	HANNAHDILLION	HANNAH DILLION	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48330	HELLOHOUSEKEEPI	HELLO HOUSEKEEPING	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$600.00
48331	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$653.00
48332	LOVEKEN	Ken Love	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$23.96
48333	KROBLAWOFFICES	KROB LAW OFFICE, LLC	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$30,000.00
48334	TORWEIHE,LETICI	Leticia Torweihe	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$4.12
48335	MES	MUNICIPAL EMERGENCY SVCS	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$556.75
48336	OREILLY	O'REILLY	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$198.56
48337	PALMERLAKERESOT	PALMER LAKE RESTORATION COMMIT	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$10.00
48338	PATRICIAFICHTER	PATRICIA FICHTER	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48339	PIKESPEAKLIBRAR	PIKES PEAK LIBRARY DISTRICT	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48340	PIONEER	PIONEER	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$461.66
48341	RAEANNESOLES	RAEANNE SOLES	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48342	RENOVATIONCHURC	RENOVATION CHURCH	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48343	ROBERTDUPLESSIS	ROBERT DU PLESSIS	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$75.00
48344	SEAWESTERN	SEA WESTERN FIRE FIGHTING EQUI	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$817.13
48345	SPRINGSFASTNERC	SPRINGS FASTNER CO.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$38.51
48346	STERICYCLE	STERICYCLE, INC.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$36.75
48347	T2SYSTEMS	T2 SYSTEMS CANADA INC.	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$970.00
48348	GAZETTE	THE GAZETTE	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$94.57
48349	REINALT-THOMASC	THE REINALT-THOMAS CORPORATION	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$507.00
48350	UNCC	UTILITY NOTIFICATION CENTER OF	9/8/2022	COBANK-CKG 9495	PMCHK00000048	\$100.10
48351	JOHNNYVIGIL	JOHNNY VIGIL	9/13/2022	COBANK-CKG 9495	PMCHK00000063	\$5,000.00
48352	MCCARTHY,CHRIS	CHRISTOPHER MCCARTHY	9/23/2022	COBANK-CKG 9495	PMCHK00000064	\$400.85
48353	4RIVERSEQUIPMEN	4 RIVERS EQUIPMENT	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$116.57
48354	AFFORDABLEPLUMG	Affordable Plumbing and Heatin	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$200.00
48355	AIRGAS	AIRGAS USA, LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$368.56
48356	ANGRSQUIRREL	DAN ELDERS	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$1,800.00
48357	AT&TMOBILITY	AT & T MOBILITY	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$1,320.21
48358	BH	BLACK HILLS ENERGY	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$36.73
48359	CENTURYLINK	CENTURYLINK	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$216.84
48360	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$156.25
48361	CHRISTIANBROTHE	CHRISTIAN BROTHERS AUTOMOTIVE	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$1,332.39
48362	COMCAST	COMCAST	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$193.35
48363	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$9,925.00
48364	COREANDMAIN	CORE & MAIN LLP	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$164.00

* Voided Checks

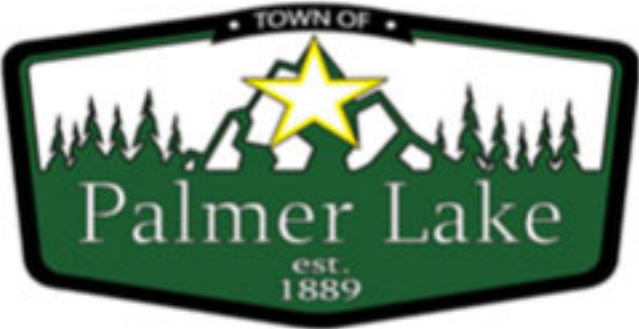
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48365	COREELECTRICCOO	CORE ELECTRIC COOPERATIVE	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$3,133.93
48366	DANAKEPNERCOMPA	DANA KEPNER COMPANY, LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$2,917.94
48367	DPCINDUSTRIES	DPC INDUSTRIES, INC.	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$70.00
48368	ECS	EMPLOYERS COUNCIL	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$462.50
48369	ENVIROTECH	ENVIROTECH SERVICES, INC.	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$4,276.90
48370	FAC	FROMM & COMPANY LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$8,940.00
48371	GALLS	GALLS, LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$254.74
48372	HELLOHOUSEKEEPI	HELLO HOUSEKEEPING	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$600.00
48373	CICCOLELLAJOH	JOHN CICCOLELLA	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$320.00
48374	LOVEKEN	KEN LOVE	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$22.69
48375	L.N.CURTISANDSO	L.N. CURTIS AND SONS	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$761.25
48376	LUMEN	LEVEL 3 COMMUNICATIONS, LLC	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$449.84
48377	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS, IN	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$28,690.84
48378	FLEETCENTER	MYFLEETCENTER.COM	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$219.74
48379	OREILLY	O'REILLY	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$295.12
48380	PALMERLAKESANIT	PALMER LAKE SANITATION	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$1,672.24
48381	SGS	SGS NORTH AMERICA, INC.	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$348.12
48382	SPRINGSFASTNERC	SPRINGS FASTNER CO.	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$72.93
48383	TLECC	TIMBER LINE ELECTRIC & CONTROL	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$175.00
48384	XEROX	XEROX BUSINESS SOLUTIONS SOUTH	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$60.82
48385	XFINITY	XFINITY	9/22/2022	COBANK-CKG 9495	PMCHK00000055	\$8.28
48386	XEROX	XEROX BUSINESS SOLUTIONS SOUTH	9/27/2022	COBANK-CKG 9495	PMCHK00000056	\$1,112.79
48387	BNSFRAILWAYCOMP	BNSF RAILWAY COMPANY	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$2,072.79
48388	CHRISTIANBROT	CHRISTIAN BROTHERS AUTOMOTIVE	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$1,278.53
48389	CSS&L	CSS&L	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$34.00
48390	INTERSTATECHEMI	INTERSTATE CHEMICAL CO., INC	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$2,299.29
48391	CICCOLELLAJOH	JOHN CICCOLELLA	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$332.00
48392	OREILLY	O'REILLY	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$130.31
48393	PIONEER	PIONEER	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$215.15
48394	POWERSERVICEINC	POWER SERVICE INC.	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$10,384.76
48395	KNASTERTECHNOLO	THE KNASTER TECHNOLOGY GROUP	9/29/2022	COBANK-CKG 9495	PMCHK00000057	\$675.00

Total Checks: 87

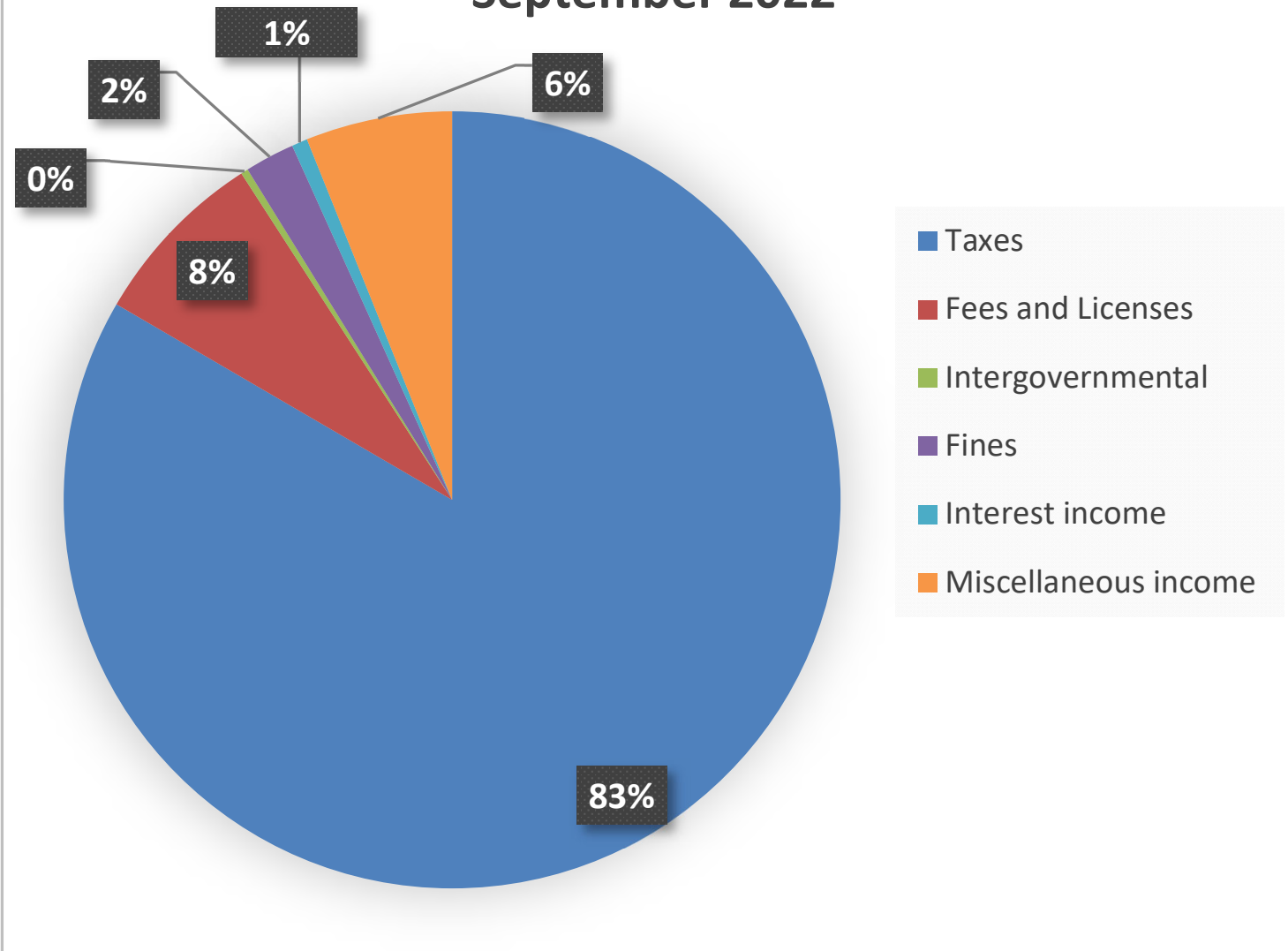
Total Amount of Checks: \$178,769.07

CHARTS

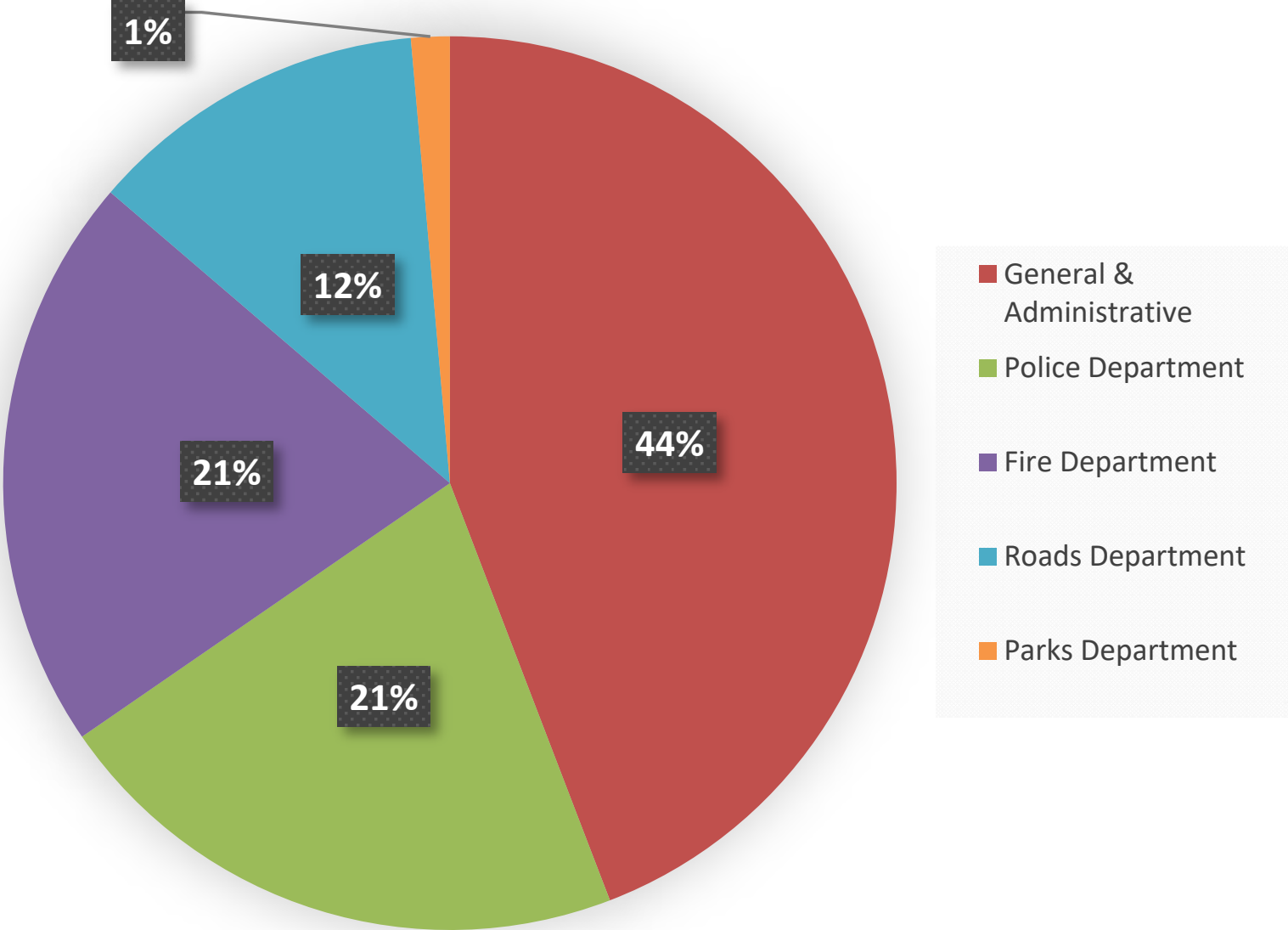
September 2022



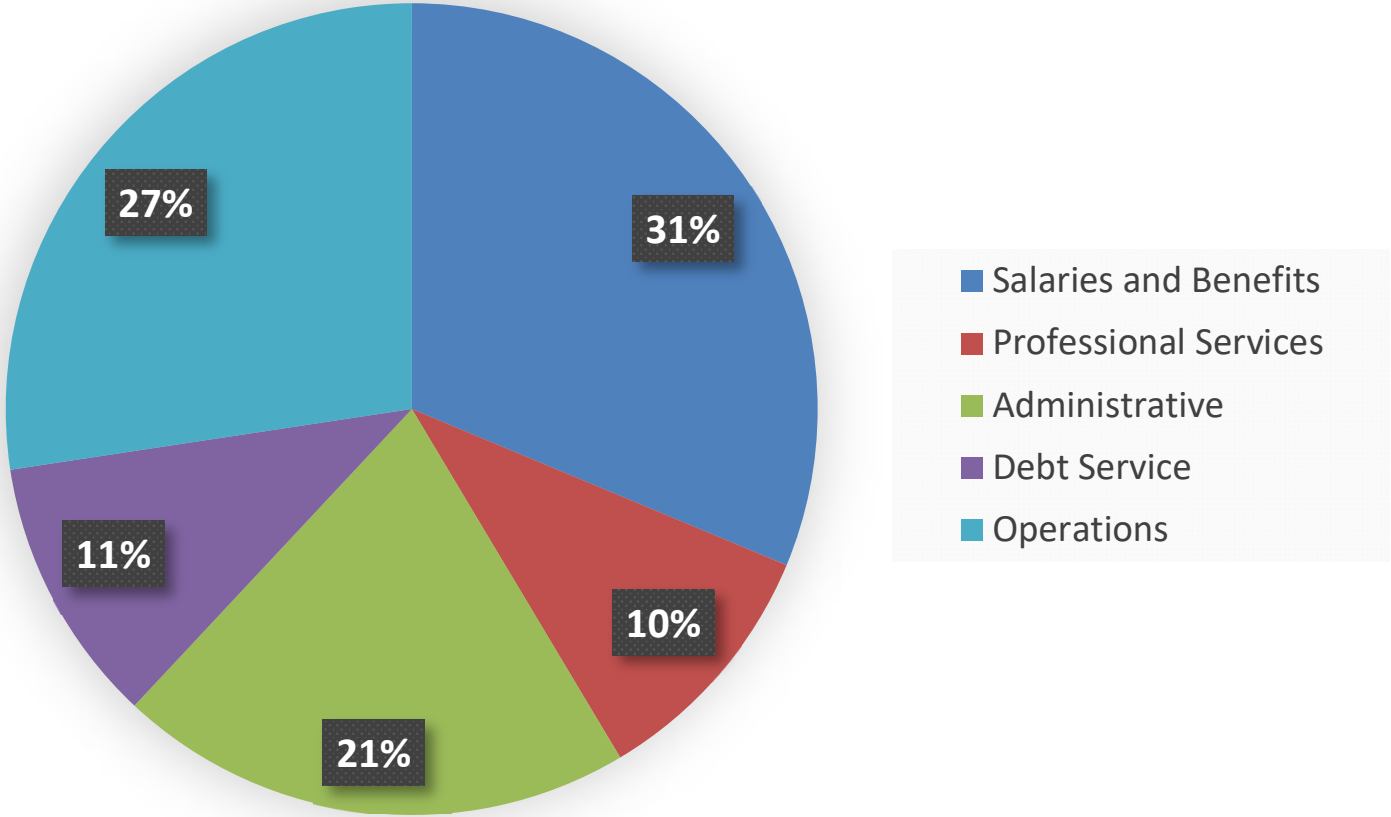
General Fund Revenue Breakdown September 2022

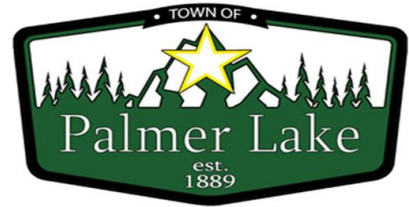


General Fund Expenditure Breakdown September 2022



Water Enterprise Fund Expenditure Breakdown September 2022





Item 7.

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

DATE: October 27 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		PUBLIC HEARING – Conditional Use for SF Residential in CC Zone

Background

This is a public hearing. Per section 17.38.020 (L) single family residential use is a conditional use in the convenience commercial (CC) zoning.

Ms. Melinda Hughes will present her request to the Board.



AUG 3 0

Item 7.

Office Use Only

Case Number: _____

Date: 9/9/2022

Fees: \$250.00

Check #: 1033

Rec'd By: DBZ

Application Complete: 9/12 10/19 PC

42 Valley Crescent
PO Box 208
Palmer Lake CO 80133
719-481-2953 – office

Conditional Use Application Form

Name of Applicant/Property Owner: Melinda Hughes

Address: 3125 Sinton Rd, Apt 225, C.S. CO 80907 Phone#: 719-200-3236

Email: melinda.hughes@gmail.com

Name of Proposal: Blackfeather tiny house

Legal Description or Address: Lot C French's Knoll ID # 7105408065

Note: If the applicant is someone other than the property owner, the applicant must provide a notarized letter from the property owner giving permission to be represented in this action.

This is a Conditional Use – A request for a use not permitted under certain zoning categories subject to review by the Planning Commission and consideration by the Board of Trustees.

Criteria for approval of a conditional use – Include a “site plan” or building design where a structure is involved to address the following criteria in which the Planning Commission and the Board of Trustees must find evidence, both factual and supportive, provided by the applicant.

- The site for the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this ordinance.
- The site for the proposed use relates to streets and highways adequate in width and degree of improvement to handle the quantity and kind of vehicular traffic that would be generated by the proposed use.
- Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other ordinance standards or other reasonable conditions of approval.
- If of benefit to the community, any proposed structures will be of a design complimentary to the surrounding area.



By signing this application, parties agree to the following:

- Town of Palmer Lake staff or its consultants may enter the property to inspect the property and evaluate the proposal.
- The applicant/petitioner is liable for all non-refundable fees and costs associated with the Town’s review of this application. Fees may include, but are not limited, to engineering and consultant fees, public notice costs, publication/recording fees, and any other fees paid by the Town in connection with, or related to, review of this application.
- Payment of fees as described is due within 10 days of the date of filing and, if not received within 30 days will be considered past due. Payment of the above fees shall not relieve the payment of any other fees imposed by the Town.

As owner/applicant, I affirm the information contained in this application is accurate, and I agree to the above conditions.

Applicant Signature: Melinda Hughes Date: 8/22/22

If the applicant is not the owner:

As owner of the above property, I agree to the application.

Owner – Print: _____

Owner – Signature: _____ Date: _____

Criteria for approval of a conditional use – Include a “site plan” or building design where a structure is involved to address the following criteria in which the Planning Commission and the Board of Trustees must find evidence, both factual and supportive, provided by the applicant.

- The site for the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this ordinance.

I have attached the site plan. The building is only 10 feet by 38 feet and will be set back from Vale St 35'. There will be a perimeter 6' privacy fence for the back yard, and a 4' picket fence may be added to the front yard later. There will be a driveway with parking for 2 cars. There will be a small deck at the front door of about 4 x 8 feet. There is already a 10' attached deck on the building which will be in the back yard. I will add trees and flowers and landscaping but won't be able to do that until Spring.

- The site for the proposed use relates to streets and highways adequate in width and degree of improvement to handle the quantity and kind of vehicular traffic that would be generated by the proposed use.

The proposed building will only house one person on a permanent basis. There should be little to no impact to the streets, highways or the need for improvements.

- Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other ordinance standards or other reasonable conditions of approval.

The installation of a tiny house should have less impact on the adjacent properties than most conventional builds as there will be no construction vehicles other than utility installation and cement work. The disruption to neighbors will be minimal.

- If of benefit to the community, any proposed structures will be of a design complimentary to the surrounding area.

The tiny house will be an asset to the community as it will have a minimal environmental footprint. Average utility costs are about \$35 a month with this home as it has closed cell insulation. It will have high end finishes and will look like a conventional home, only smaller.

In addition, this home will be ANSI Certified, has egress windows and a fire sprinkler system. I have researched tiny homes and builders for 7 years. Incredible Tiny Homes is the largest tiny home builder in the country and has the highest ratings. They are very innovative and are always looking for ways to make housing affordable, safe, and unique.

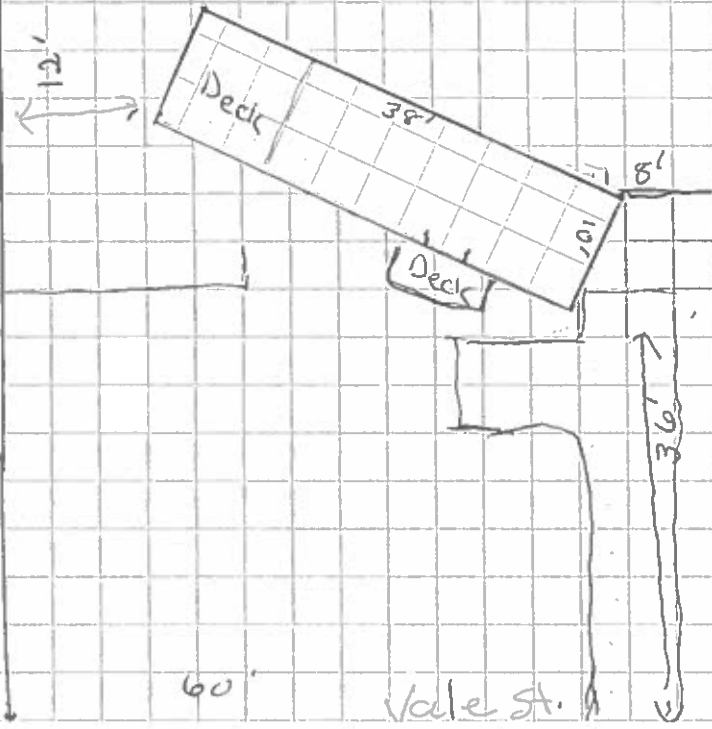
MH



S

N

160'



HUGHES

10' x 28' + 10'

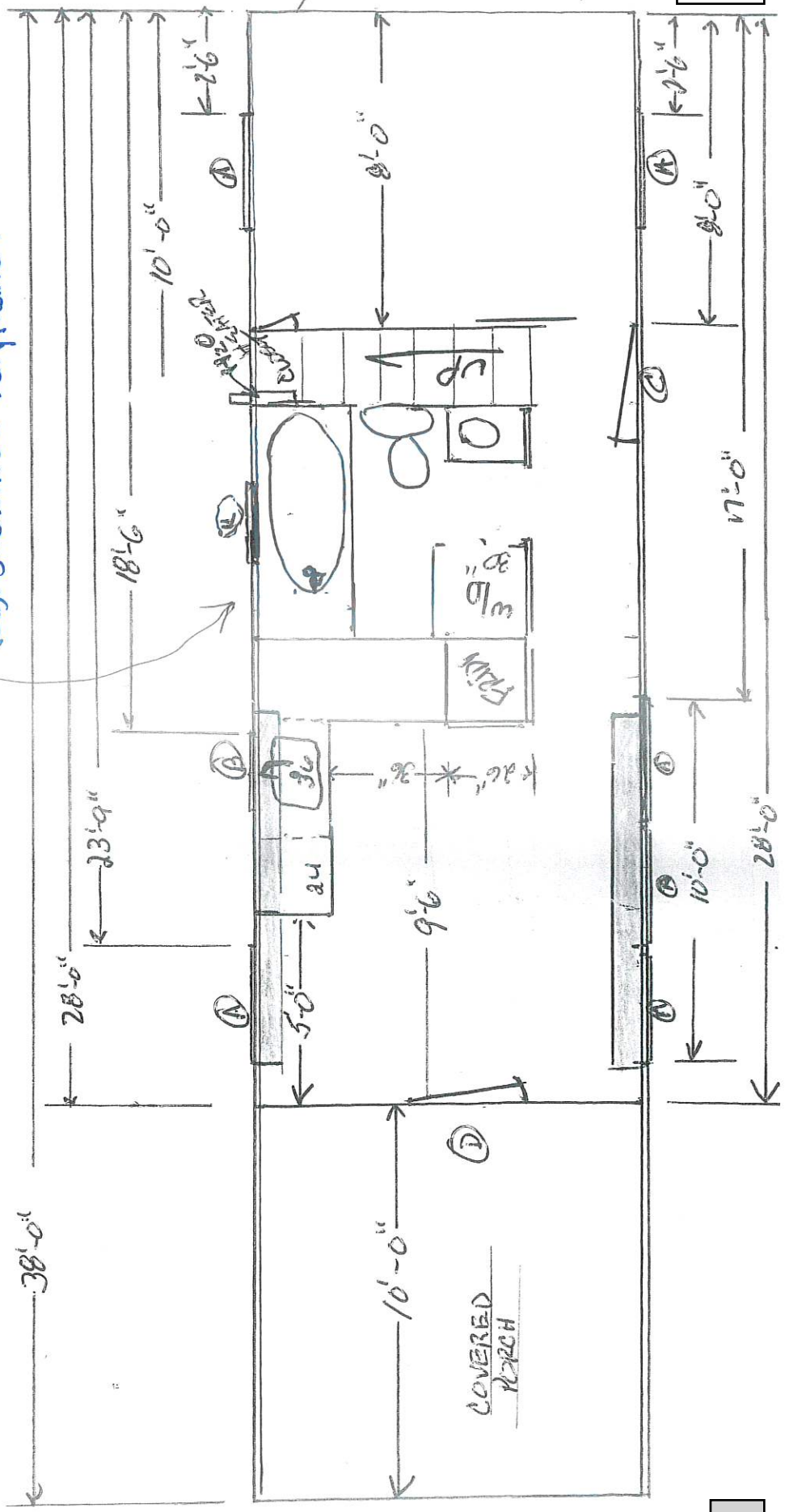
1st Level

WINDOW / DOOR NOTES.

- A = 36" x 36"
 - B = 36" x 36"
 - C = RH DOOR 36"
 - D = EGRESS
 - E = 12" x 12"
 - F = 14 x 32 HOPPER WINDOW
- (ALL DIMENSIONS CAN VARY (MEASURE BEFORE LAYOUT.))

ALTERNATIVE BATH PLAN TO ALLOW FOR W/D

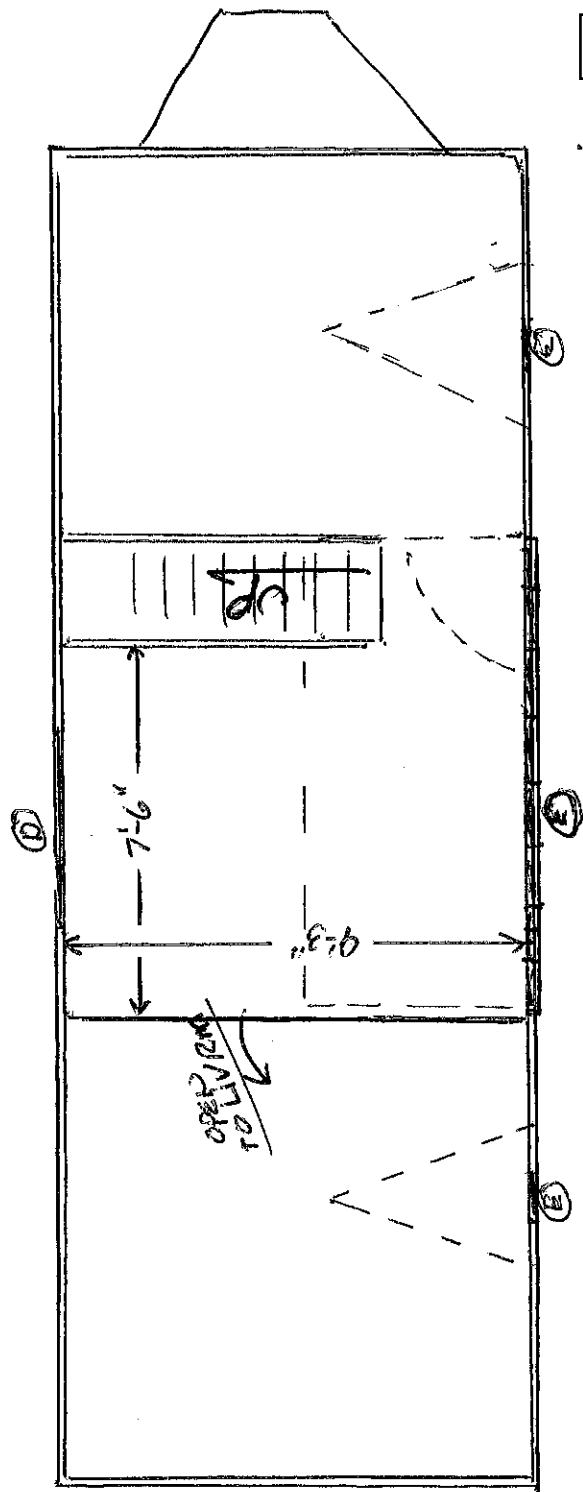
Customer supplied free standing tub. She will be varythare the walls.



Item 7.

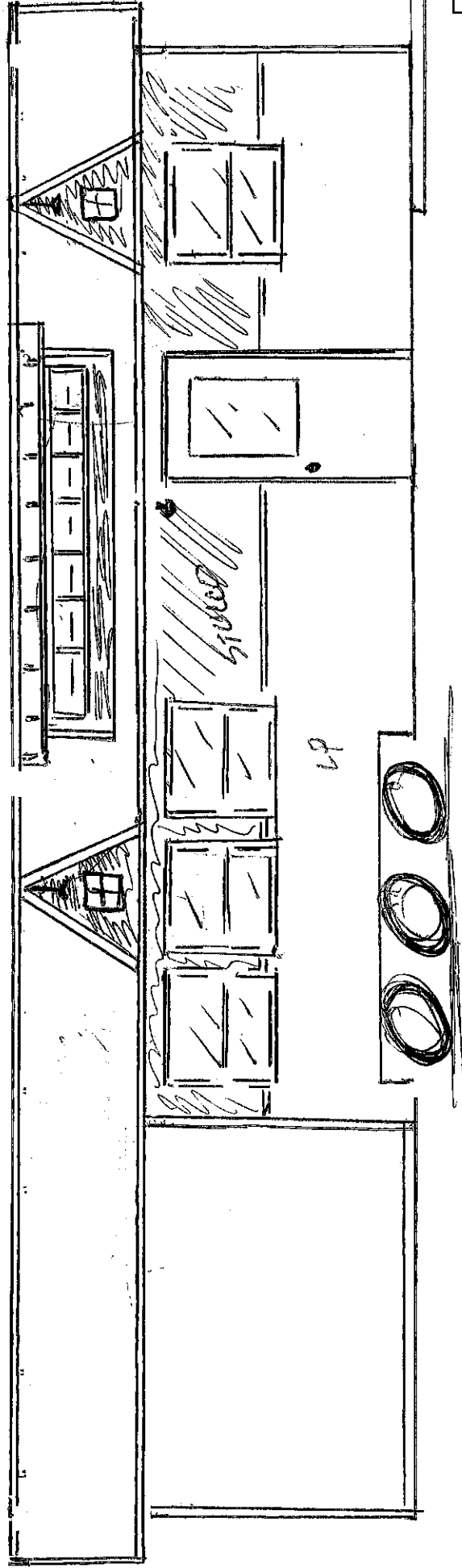
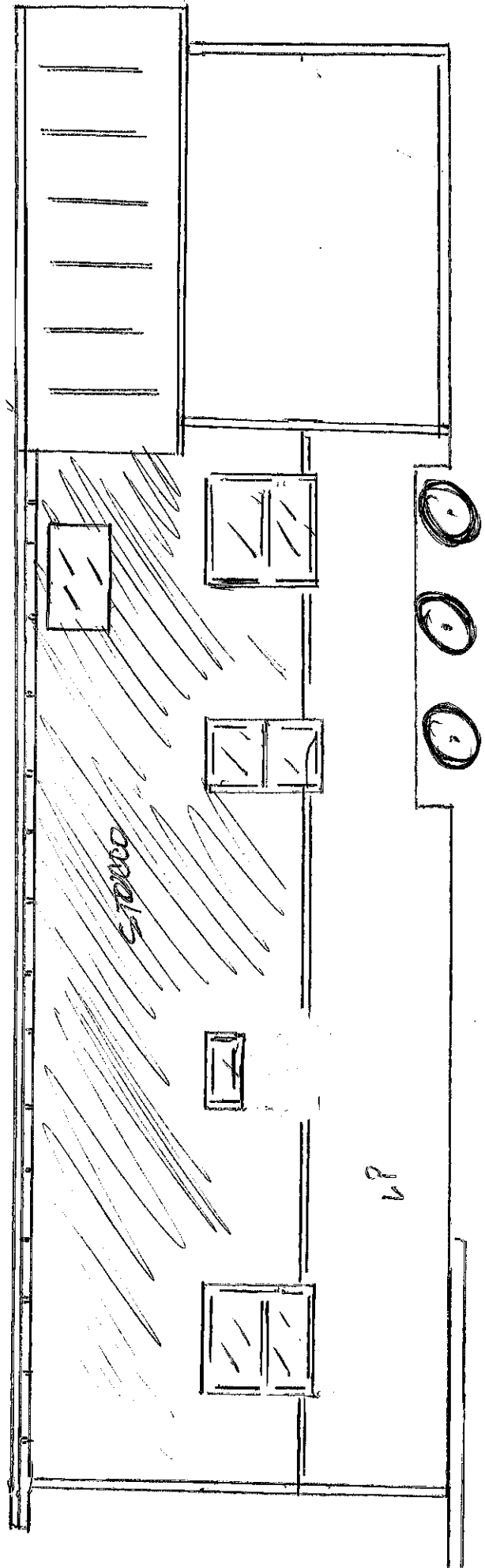
HUGHES 10' X 28' + 10'
2ND LEVEL

2ND LEVEL LOFT AREA

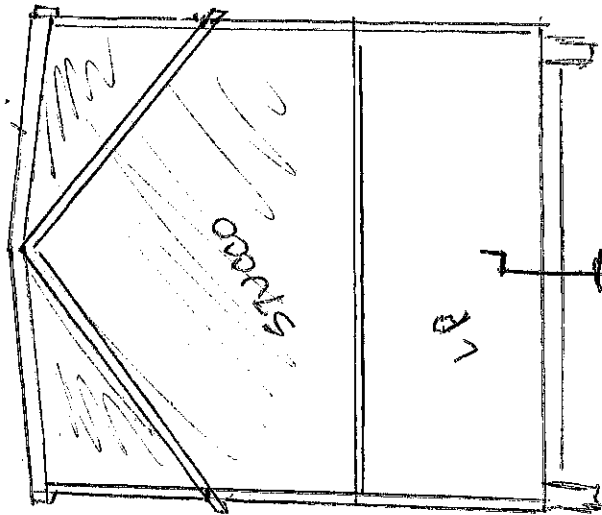
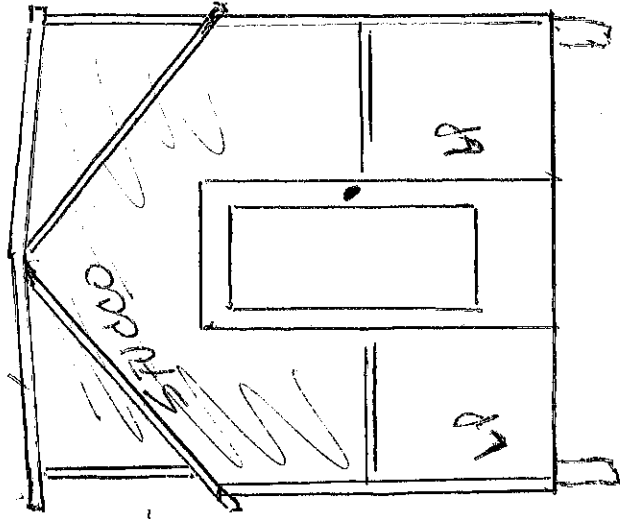


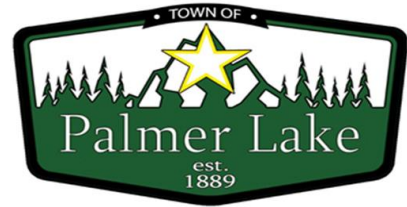
Item 7.

HUGHES 10X18+10'
FRONT + BACK ELEVATIONS



HUGHES 10X28+10'
BOTH END ELEVATIONS





Item 8.

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

DATE: 10/27, 2022	ITEM NO.	SUBJECT: SPECIAL EVENT APPLICATION –
Presented by: Deputy Clerk Julia Stambaugh		The Palmer Lake Yule Log Hunt and Dinner

The December tradition of the Yule Log Dinner and Hunt, is scheduled to be held in the newly restored Town Hall and on the Village Green. The festivities begin with a Potluck Dinner to be held on Tuesday, 11/29 in Town Hall at 4pm. Everyone is encouraged to bring a dish to share.

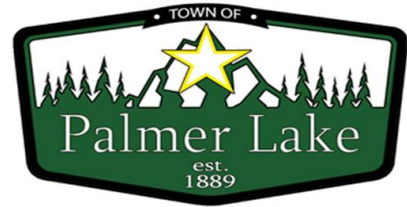
The Yule Log Hunt will be held on Sunday, 12/11, to begin at 1:00pm. The plan is to meet at the Town Hall with an opening ceremony, then the procession of Yule Log hunters, young and old, will leave from the Town Hall to the trailhead, lead by the Fire Department and the trail leaders. The Police Department, is willing to step in, if Fire is called to an incident. The Fire Chief has offered to the hunt, their pick of the logs being cleared for fire mitigation along the trail.

Set up for the event will begin at 12:30pm on Dec 11, with the hunt to start at 1:30pm. When the log is found, the procession will then return to Town Hall, where wassail will be served. The hunt will take place no matter the weather. There is a request to use of the Town Hall’s A/V system The event coordinator is scheduled to meet with staff on the “how to” of the system.

If it snows, Public Works will not plow the route to allow for the log to be towed back to Town Hall. The parking lot in front of the Admin building will be cordoned off to allow for volunteer parking and unloading of supplies. They do not expect any parking issues.

The Fire Dept. will lead the procession from Town Hall. They will use the ATV to cross Lower Glenway to South Valley, then on toward the trailhead. Fire will lead the log back to the Town Hall, with the children taking turns riding the log. The log will be placed in the Town Hall fireplace and set a blaze for the night. Fire will set up a Fire Watch through the night as the log burns. The Fire Chief has requested the fireplace be inspected and cleaned prior to the event. This is scheduled for Dec 4. Fire barrels will be placed in front of the fire station, in accordance with Town ordinance, but are not to block the driveway. The wassail will be cooked on the kitchen stove and also on a makeshift stove on the cement pad outside of the kitchen. The event volunteers will set up a stove burner, surrounded by a steel frame or cinder blocks, to hold the weight of the wassail pots.

The Police Dept. was informed there will be a group of people hiding the log. The event coordinator will contact PD with the details of when this will take place. The day of the event, Police will place a patrol vehicle at the bottom of South Valley, to protect the participants, as they will be going the wrong direction on the road.



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

DATE: 10/27/2022	ITEM NO.	SUBJECT:
Presented by: Julia Stambaugh, Deputy Town Clerk		2 nd ANNUAL PALMER LAKE OUTDOOR HOCKEY CLASSIC

Recommended Action

To approve the event to take place at the Palmer Lake Recreational Area as presented and endorsed by staff.

Background

The 2nd Annual Palmer Lake Outdoor Hockey Classic is seeking the Board’s approval to allow this event to take place on the lake at the Palmer Lake Recreational Area. The event is tentatively scheduled for January 6 & 7, 2023, from 6pm to 9:30pm. The hockey event is being hosted by District 38 – Lewis Palmer Hockey team CHSAA (Colorado High School Activities Association) to include the Tri-Lakes area; District 38, Pine Creek, Chaparral and Cheyenne Mountain High School hockey programs. This event will be a community outreach featuring the CHSAA4-School Foundation Game and possibly public skating time. Due to the popularity of last year’s event, the event will now take place over two days to include a Youth Mini Tournament on the second day.

The day of the event the hardness of the ice will be checked. There should be at least 3 days of below zero degrees to ensure they can play safely on the ice. Two hockey rinks will be set up at the south end of the lake. The Fire Dept will spray water on the lake’s ice the day before the event. This will help smooth its surface for skating. If it snows, the event volunteers will do snow removal. The event is being held in the evening to ensure the ice will have time to harden. Small floodlights, powered by generators, will be set up to light up the rink for play. Only student players will be on the ice at the time of the game. They anticipate about 40-50 players. In order to preserve the ice until the games, Public Works approved the event’s request to place caution tape temporarily around the south end of the lake with a sign stating, “No Ice Fishing”.

The event anticipates approximately 800 spectators, parents and students, who will watch from the shoreline on portable bleachers. There will be district volunteers and teachers trained in EMS monitoring the area. The Police Department will meet with District 38 before the event to coordinate a safety plan. PD will also have four officers patrolling the area. The Fire Department will be on call. The Fire Chief has given approval to use enclosed fire barrels (55 gal drums) to be set up around the area, in accordance with the fire pit ordinance.

The Public Works Supervisor has approved the parking plan. The event does not anticipate parking issues and will direct vehicles to park in the south end parking lot and will guide the crowds up to the pedestrian bridge where an entrance to the game will be set up to purchase tickets. Due the larger crowd, there will be additional portable restrooms staged around the area.

Food truck vendors have also been invited. They will donate a portion of their proceeds from the night to the LP Hockey Team fundraiser. Food Trucks will be inspected prior to the event.

** They would also request the application fee of \$100 be waived.

Lewis Palmer Hockey

IT'S A GREAT DAY FOR HOCKEY...BOB JOHNSON

2nd Annual

Palmer Lake Outdoor Classic

January 6 & 7 2023



Scott Bradley

Lewis Palmer Hockey

Head Coach



LP HOCKEY

2nd Annual Palmer Lake Outdoor Classic

- Overview
- Objectives
- Operational Plan
- Logistics
- Safety





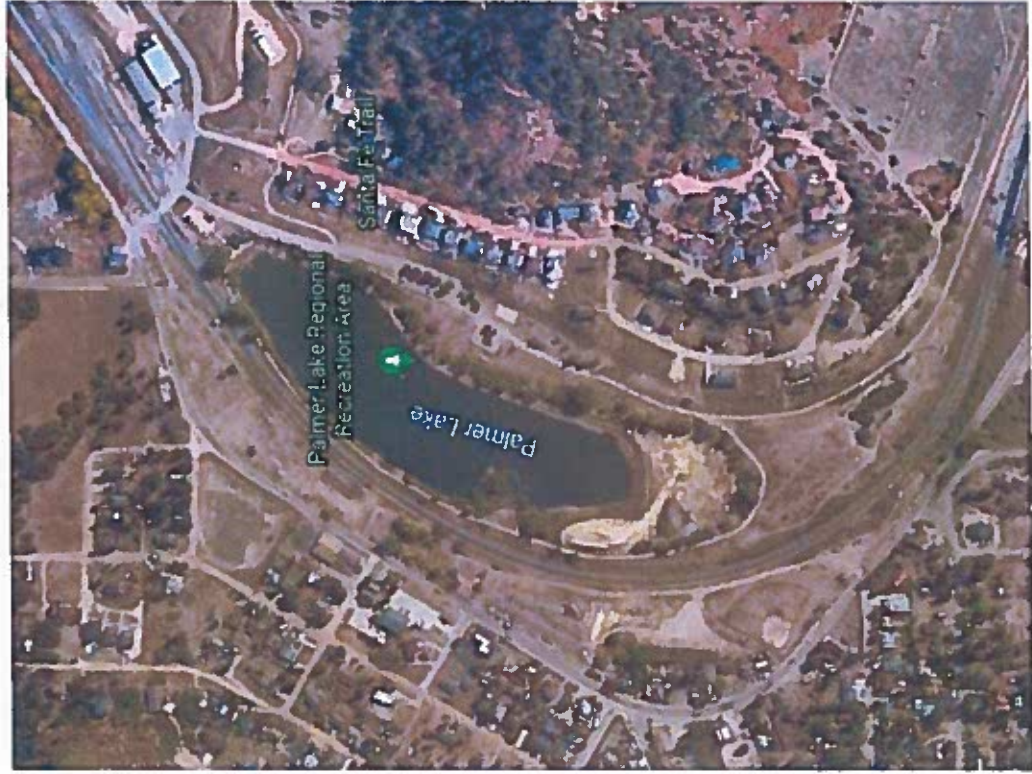
Overview

- Overview
- 2nd Annual - Palmer Lake Outdoor Classic
- Friday – Jan 6: CHSAA 4-School Foundation Game
 - Lewis Palmer (Palmer Ridge)
 - Pine Creek
 - Chaparral
 - Cheyenne Mountain
- Saturday – Jan 7: Youth Mini Tournament





Objectives



- **Mission Objective**
 - Safely Execute a 4-team CHSAA Foundation outdoor hockey game on Palmer Lake Friday, January 6th.
 - Safely execute a youth mini tournament on Palmer Lake Saturday, January 7th.
- **Lewis Palmer District Objective**
 - Fundraise to support our local District 38 LP/PR hockey team
- **Palmer Lake Outdoor Classic**
 - Fundraise to support non-profit



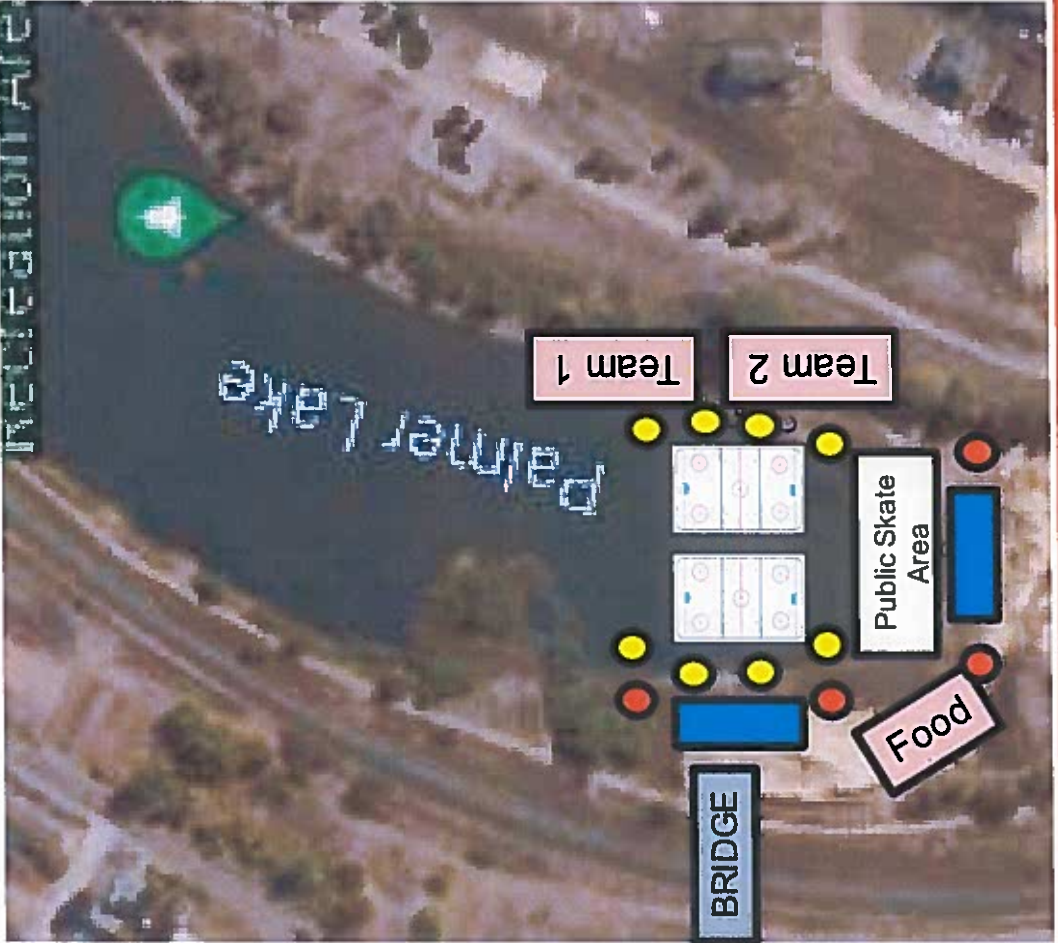
Operational Plan



- **Tentative Plan: Friday, 6 Jan 2023**
- CHSAA 4-School Foundation Game
 - 1600: PLFD determines ice safety
 - 1630: Public Skate
 - 1652: Sunset
 - 1745: Team warmups
 - 1800: Opening Ceremony
 - 1805: CHSAA Varsity Game #1 Start
 - 1830: CHSAA Varsity Game #2 Start
 - 1900: CHSAA JV Game #1 Start
 - 1930: CHSAA JV Game #2 Start
 - 2000: CHSAA Foundation game end
 - 2030: Alumni Game Start
 - 2130: Alumni Game End



Operational Plan



Tentative Plan: Saturday, 7 Jan 2023

- 4-Team Youth Tournament
 - 0930: PLFD determines ice safety
 - 1000: Youth Game #1 Start
 - 1030: Youth Game #2 Start
 - 1100: Youth Game #3 Start
 - 1130: Youth Game #4 Start
 - 1200: Youth Semi Finals Start
 - 1230: Youth Finals Start
 - 1300: Youth Tournament End



Logistics

- **Parking**
 - PLPD Presence (North/South)
 - Parking Attendants
- **Gate / Ticket sales**
 - Primary Access Point – Bridge
 - North Access Point – NE Parking Lot





Logistics



- Food & Beverage
 - Food Trucks
 - No alcohol sold or served
- Spectators
 - West & South
- Team Areas
 - East
- Public Skate Area
 - South



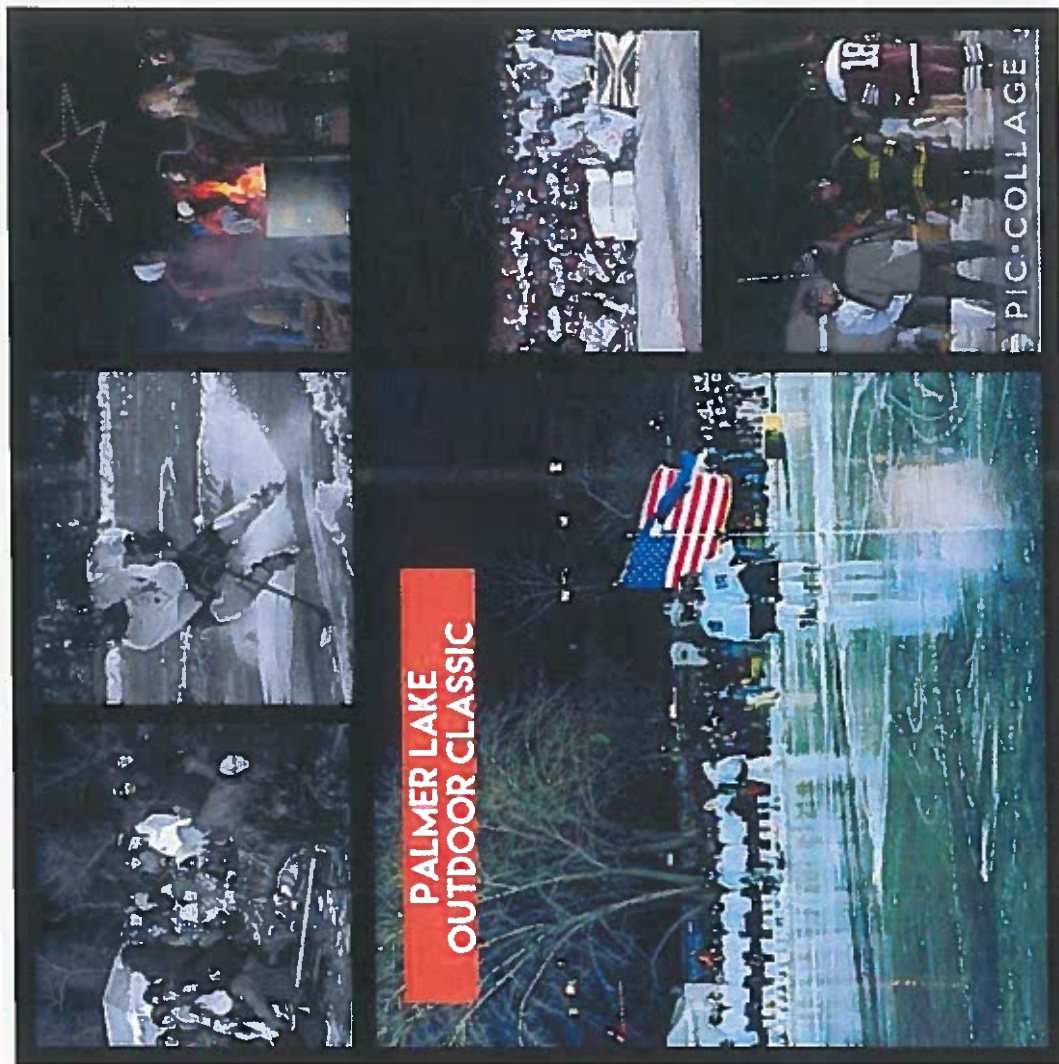
Safety



- Palmer Lake Fire Department:
 - Ice Safe Call
 - Fire Barrel Monitors
- Palmer Lake Police Department:
 - Security Presence
 - PLPD Vehicle North / South
- Railroad Fence / Barrier
- District 38 Reps:
 - Gate /Ticket Sales Reps
 - Event participant monitors
- Game Officials



Questions



PALMER LAKE OUTDOOR CLASSIC







Parking



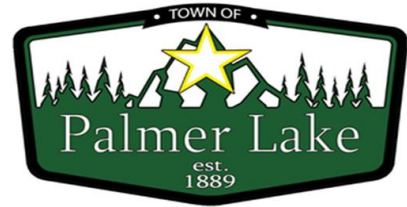
- Normal Parking
- Parking attendants
- Parking Monitors



Event Layout

- - Lighting
- - Spectators
- - Food Trucks
- - Enclosed Fire Barrel





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

DATE: October 27 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Approve the Conditional Use for Single Family Residential in a CC Zone (Vale St)

Background

The request for a conditional use for single family residential in a convenience commercial zone on Vale St., was reviewed and presented to the Planning Commission on 10/19. Below are the minutes of the proceeding including the recommendation to the Board.

Public Hearing & Recommendation on Conditional Use Application for Residential Use in CC Zone - Lot C French's Knoll, Vale St (ID 7105408065). Applicant Ms. Melinda Hughes addressed the Commission requesting a conditional use for single family residential dwelling in a convenience commercial (CC) zone on Vale St. She described the tiny house she intends to locate on the lot. Commissioner Ball noted that Ms. Hughes is under contract to purchase the lot from her. The house is a 10x38 manufactured tiny house. Discussion took place about the building and how the house will be set. Commissioner Brodzik inquired if Ms. Hughes inquired with neighbors. Collins noted that no comments were received by staff. Chair Ihlenfeld asked if any public members wanted to comment. Glant Havenar inquired about foundation and other requirements. Staff noted that any requirements for new construction would be addressed in the land use application process. Commissioner Brodzik stated concern of what neighbors think for consistency in the neighborhood. It was noted the lot is approximately .25 acre. Members noted that though the area is zoned CC, it is a mix of mostly residential. **MOTION (Miner, Hutson) to recommend approval of the conditional use for single family residence in a CC zone. Motion passed 6-0 (1 abstain – Ball).**

Recommendation

Staff supports the recommendation for the conditional use for single family residential as the neighborhood is primarily residential.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 48-2022

A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW RESIDENTIAL DWELLING ON PROPERTY ZONED CONVENIENCE COMMERCIAL (CC ZONE) LOCATED AT LOT C FRENCH’S KNOLL, VALE STREET (“PROPERTY”), PALMER LAKE, COLORADO

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

WHEREAS, Section 17.38.020 (L) of the Palmer Lake Municipal Code provides that Single-Family is determined a conditional use in the Convenience Commercial (CC) Zone District; and

WHEREAS, the Planning Commission makes recommendations of approval or denial of conditional uses to the Board of Trustees, which has the final authority to grant or deny such applications; and

WHEREAS, on October 19, 2022 the Palmer Lake Planning Commission recommended approval of the conditional use for single family residential use because it fits the surrounding neighborhood.

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

1. The application for a conditional use permit is approved for single-family residential dwelling in a CC (convenience commercial) zone on parcel no. 7105408065, Lot C of French’s Knoll located at Vale St., Palmer Lake, is hereby approved.
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.

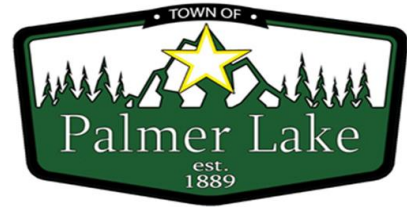
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 27th DAY OF OCTOBER 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



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

DATE: October 27 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Authorize Professional Services Agreement with GMS Inc for Design Services

Background

The RFQ for design services for the Palmer Lake Elementary school roadway improvement project was reviewed and awarded to GMS Inc. The funds for the design services are approved in the 2022 budget. This will initiate the design work for the roadway improvement project approved with CDOT for 2023-2024. This phase is strictly design. GMS Inc., has provided a scope of design service for a lump sum amount not to exceed \$165,300. Enclosed with this resolution is the professional services agreement.

Recommendation

Staff request is to approve the resolution to authorize signature to the professional services agreement for the design work.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 49-2022

A RESOLUTION TO AUTHORIZE SIGNATURE TO A PROFESSIONAL SERVICES AGREEMENT WITH GMS INC., FOR DESIGN SERVICES

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 issued request for qualifications for the design work of the Palmer Lake Elementary School Roadway Improvement project; and

WHEREAS, staff received one proposal from GMS and determined the consultant is eligible and acceptable for the design work of the project for 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 Town Board of Trustees hereby authorizes the Town Public Works Supervisor and/or the Town Administrator/Clerk to sign the enclosed professional services agreement, copy enclosed, for the lump sum fee not to exceed \$165,300.00 for the design work of the above project. Funds will be provided by CDOT grant, project no., MO26-005.
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 OCTOBER 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into the ____ day of October, 2022, by and between the Town of Palmer Lake, hereinafter called "Client," and MEYER & SAMS, INC. d/b/a GMS, INC., a Colorado corporation, hereinafter called "Engineer," is as follows:

NOW, THEREFORE, in exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Engineer, with intent to be legally bound, covenant and agree as follows:

The Client engages Engineer to perform professional services for a project known and described as Upper Glenway Street, Water and Drainage Improvements, hereinafter called the "Project."

A. Engineer agrees to provide and perform certain professional services for Client upon the Project as follows: Per attached Scope of Design Services for the Upper Glenway Street, Water and Drainage Improvements.

B. Period in which services are to be rendered: The design work associated with the Project will have a term which is correlated to the timeline and expiration dates of the Client's funding assistance contracts. The intent is to complete the work no later than December 31, 2023.


C. Client's responsibility shall be as follows: Provide data requested by the Engineer pertaining to the street, water and drainage systems, including but not limited to: system operations, system problem areas, available system mapping, available property information and right-of-way mapping, input on growth projections and areas of future growth and development, any correspondence with the Colorado Department of Public Health and Environment, Colorado Department of Transportation, Lewis-Palmer School District 38, and make the systems and project areas available for access by Engineer's staff.

D. Client agrees to pay Engineer as compensation for its services as follows: Lump sum fee of \$165,300 for design related work on the project. Statements shall be provided to the Client as work progresses. Engineer will assist the Client in preparing required draw requests for Client to obtain funds from the Colorado Department of Transportation grant to the extent available for design services.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, and as stated on the attachment hereto entitled Standard Provisions of Agreement for Professional Services, which is hereby incorporated into this Agreement by reference, the day and year first above written.

MEYER & SAMS, INC. d/b/a GMS, INC.
611 N. Weber Street, Suite 300
Colorado Springs, CO 80903

Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133

By 
Title Principal

By _____
Title _____

**STANDARD PROVISIONS OF AGREEMENT
FOR PROFESSIONAL SERVICES**

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. Neither the Client nor Engineer shall assign its interest in this agreement without the written consent of the other.
2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default, or be deemed in default, by reason of delays in performance by reason of strikes, lock-outs, accidents, pandemics, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late, slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than Engineer which affect Engineer's work, any and all liability arising out of such changes is waived as against Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.
4. Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer.
5. All tracings, survey notes and other original documents are instruments of service and shall remain the property of Engineer, except where by law or precedent these documents become public property.
6. Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Engineer, other than for professional errors and omissions, will be limited to \$1,000,000. For any damage on account of any error, omission or other professional negligence, Engineer's liability will be limited to a sum not to exceed \$50,000 or Engineer's fee, whichever is greater.
7. Fees and all other charges will be billed approximately monthly as the work progresses, and the net amount shall be due at the time of billing.
8. Interest of 1½% per month (but not exceeding the maximum allowable rate) will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to costs including attorney fees, second to accrued interest, and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount or other breach of this agreement shall be paid by the Client.
9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. In the event all or any portion of the work prepared or partially prepared by Engineer is suspended, abandoned, or terminated, the Client shall pay Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
11. Any Opinion of the Construction Cost prepared by Engineer represents his judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not limited to normal working hours.
13. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Engineer's proposals, contracts or reports. The Client agrees to defend, indemnify and hold Engineer harmless from any and all liability, real or alleged, legal fees and costs arising in connection with the performance of work on this project, excepting liability proximately arising from the sole negligence of Engineer.
14. In the event Client fails to pay Engineer within thirty (30) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of Engineer under this agreement terminated upon five (5) days' written notice. This agreement may be terminated by either Client or Engineer upon thirty (30) days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to indemnify and hold Engineer harmless from any liability arising out of Engineer's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay Engineer for all of the fees, charges and services performed by Engineer in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.
15. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
16. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.
17. Services provided within this agreement are for the exclusive use of the Client.
18. Engineer and Client have each had the opportunity to consult with professional advisors of their choosing regarding this agreement. The language used herein shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of construction against the author shall be applied against either party.
19. This agreement shall inure to the benefit of the successors, assigns, heirs, beneficiaries, administrators, partners, agents, and representatives of each party.
20. This agreement has been entered into in El Paso County, State of Colorado and shall be construed and enforced in accordance with the laws of Colorado.
21. Any amendment to this agreement shall be in writing and executed by each Party.
22. There are no understandings or agreements except as herein expressly stated.

SCOPE OF DESIGN SERVICES

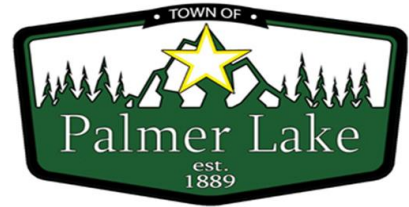
UPPER GLENWAY STREET, WATER AND DRAINAGE IMPROVEMENTS

A. General Information

1. The area included in the project's scope of work generally encompasses a portion of Upper Glenway Road described as follows; beginning at the west end of Upper Glenway Road at High Street and extending north and northeast along Upper Glenway Road to Pie Corner, then continuing south on Pie Corner to Columbine Road.
2. The project's scope of work generally includes street improvements of roadway surface removal and replacement, curb, gutter and sidewalk removal and replacement, pedestrian ramp construction, cross pan installation and drive apron construction; water system improvements of pipeline and valve replacement, service tap and service line connections and fire hydrant installation; drainage improvements of storm sewer inlet construction and storm sewer piping installation

B. Description of Project Design Work

1. The Engineer will perform the design related work only under this agreement, construction phase services are not included in the scope of this agreement. The Engineer will provide services under the general design work categories listed below in order to complete the design work and prepare Construction Documents which can be utilized in the bidding of the construction work:
 - a. Field surveying
 - b. Property, right-of-way and easement research
 - c. Right-of-way plan set
 - d. Drainage study
 - e. Design
 - f. Predesign geotechnical engineering
 - g. CDOT project administration
 - (1) Forms and submissions
 - (2) Scoping meeting
 - (3) Right-of-way clearance
 - (4) Utility clearance
 - (5) Environmental clearance
 - (6) Field inspection review
 - (7) Final office review
 - h. Other engineering
 - (1) Funding administration
 - (2) Reproductions
2. The Town will be provided with no more than three (3) bound copies each of the Construction Drawings and Project Manual for the project. The Construction Drawings and Project Manual will also be provided in electronic format in portable document file (pdf) format. The design work will be conducted in close coordination with representatives of the Town of Palmer Lake. Draft Construction Drawings and Project Manual will be prepared within approximately 45 days prior to finalization and submitted to the Town for review and comment. A workshop will be conducted with Town representatives to review the draft Construction Drawings and Project Manual. Comments received will be incorporated into the final bound documents as appropriate.



Item 12.

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

DATE: October 27 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Extend Land Use Permit – 95 and 97 Greeley

Background

In September 2021, two land use applications were approved for 95 and 97 Greeley. When a land use application is not utilized 12 months following the issue date, an extension is required. The property owners, John Cressman and Nikki McDonald, require an extension of the land use permit. Typically, a permit is extended for another consecutive 12 months.

Staff supports the extension due to the current market and the power matter Mr. Cressman had to address with CORE utility on the property.

Recommendation

Staff supports the request to extend the land use permit for construction of 95 and 97 Greeley another 12 months.

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

RESOLUTION NO. 50-2022

**A RESOLUTION TO EXTEND A LAND USE PERMIT,
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, 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, a municipal land use permit is granted for new construction to be utilized within 12 months from the issue date; and

WHEREAS, the property owners of 95 and 97 Greeley, Palmer Lake, were unable to utilize the land use permit issued in September 2021 due to increased cost, utilities requirements and delay of material delivery.

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 expiration of the land use permit issued to Central Colorado Builders for 95 and 97 Greeley, Palmer Lake, Colorado is hereby extended until October 1, 2023, or longer as permitted by the Board of Trustees.

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 27th DAY OF OCTOBER 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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



Town of Palmer Lake

Est. 1889

EXTENSION TO LAND USE PERMIT

Extension Date: AS LONG AS PERMITTED

Original Expiration Date: 9/2/2022

New Expiration Date: _____

Property Address: 95 GREELEY

Owner's Name: WILLIAM & NIKKI McDONALD

Mailing Address: 53 SOUTH VALLEY RD

Phone: Home: 719-684-6535 Work: _____

Builder/Contractor: CENTRAL COLORADO BUILDERS

Phone: Home: _____ Work: 719-491-0910

Tax Assessor Identification #: 7108 -105-014

Legal Description:

Lot No(s): 4 Block No: 2

Filing (Subdivision) Name: REPLAT PINE CREST YOUTH RANCH SUB

Construction Status: Remodel
 Addition
 Other NEW HOUSE

[Signature]
 Owner/Builder Signature

 Administrative Signature

42 Valley Crescent. P. O. Box 208. Palmer Lake, CO 80133

Phone (719) 481-2953 Fax (719) 488-9305

Website: www.ci.palmer-lake.co.us

e-mail: info@palmer-lake.org



Town of Palmer Lake

Est. 1889

EXTENSION TO LAND USE PERMIT

Extension Date: LONG AS PERMITTED

Original Expiration Date: 9/2/2022

New Expiration Date: _____

Property Address: 97 GREELEY

Owner's Name: WILLIAM & NIKEA McDONALD

Mailing Address: 55 SOUTH VALLEY RD.

Phone: Home: 719-684-6535 Work: _____

Builder/Contractor: CENTRAL GRAND BUILDERS

Phone: Home: _____ Work: 719-491-0910

Tax Assessor Identification #: 7108 105-013

Legal Description:

Lot No(s): 13 Block No: 2

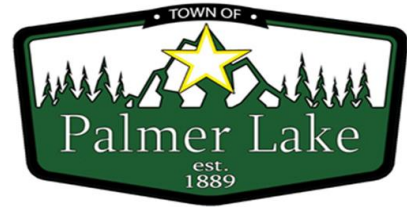
Filing (Subdivision) Name: REPLAT PINE CREST YOUTH RANCH SUB 3

Construction Status: Remodel
 Addition
 Other NEW HOUSE

[Signature]
Owner/Builder Signature

Administrative Signature

42 Valley Crescent. P. O. Box 208. Palmer Lake, CO 80133
Phone (719) 481-2953 Fax (719) 488-9305
Website: www.ci.palmer-lake.co.us
e-mail: info@palmer-lake.org



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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Resolution to Approve the MOU with Trilakes Little League
Presented by: Town Administrator /Clerk		

Background

Historically, the Little League has been an exclusive user of the town ballfield and maintained it, traditionally caring for the field and scheduling the use of it. This has been an unwritten agreement.

At this time, the little league intends to conduct improvements to the field, which are supported by the Parks Commission. Town staff would like to formalize this agreement with the enclosed Memo of Understanding (MOU) between parties.

The Parks Commission will review the improvements and provide a recommendation on the MOU for the Board to consider. This will be communicated at the Board meeting Thursday.

Recommendation

Staff recommends authorizing the MOU with the Little League for the improvement and care of the ballfield.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 46-2022

A RESOLUTION TO AUTHORIZE SIGNING MEMO OF UNDERSTANDING WITH THE TRI-LAKES LITTLE LEAGUE, PALMER LAKE, COLORADO

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

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

WHEREAS, the Town staff supports use of the ballfield property as described in the enclosed exhibit.

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

1. The Town Board of Trustees hereby authorizes signature to the Memo of Understanding with the Tri-lakes Little League for use of the ballfield property as described in the attached exhibit.
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 13th DAY OF OCTOBER 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

MEMORANDUM OF UNDERSTANDING
TRI-LAKES LITTLE LEAGUE, COLORADO
AND THE
TOWN OF PALMER LAKE, COLORADO

This Memorandum of Understanding (“MOU”) is made this ____ day of October 2022, by and between the core members of the Tri-Lakes Little League, Colorado (“League”) and Town of Palmer Lake, Colorado (“Town”). The League and Town may be collectively referred to herein as the “Parties”.

BACKGROUND

1. The Town developed and owns the baseball field, Palmer Lake, property.
2. The League is made up of local ball teams who enjoy and regularly use the Palmer Lake ballfield and historically maintains the field.
3. The Town has limited resources and the League is willing to commit to manage and improve the field in exchange for use of the ballfield.

PURPOSE

The purpose of the MOU is to formalize a cooperative relationship between the Parties for the purpose of maintaining the Palmer Lake ballfield, Palmer Lake. Upon any dissatisfaction with the agreed maintenance or a change of League leadership, this arrangement shall be reviewed by the Town of Palmer Lake Parks members for recommendation to the Town Board of Trustees.

LEAGUE RESPONSIBILITY

The Little League board members shall commit to the following for the Palmer Lake ballfield as described:

1. Schedule field reservations;
2. Maintain ballfield;
3. Improve the ballfield, with review and approval by the Parks and, if outside the current field, by the Town Board; and
4. Fundraise to help offset costs to improve and maintain the field.

TOWN RESPONSIBILITY

The Town shall commit to the following as described:

- 1. Waive any cost for League use for each calendar year that this agreement is in effect; and
- 2. Allow the League first right for use of the ballfield.

INDEMNIFICATION

The League and the Town, to the extent allowed by law, shall at all times indemnify and hold harmless the other Party against all actions, claims, demands, costs, damages and expenses of any kind which may be brought or made against the other party, or which the League or Town may pay or incur including reasonable attorney’s fees, by reason of the negligent performance or failure to perform, any of the obligations and duties of the League or Town, its employees, members or agents, under the provisions of this agreement. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

TERMINATION

This agreement may be terminated at any time by either the Town Board of the Town of Palmer Lake and the Little League, of El Paso County, Colorado with a written notice of a minimum of thirty days.

NOTICES

All notices or other communications to the Parties shall either be personally delivered or be sent by email, to the addresses set forth below or to any other address which the Parties may substitute in writing upon provision of such notice as provided herein.

To the League:Attn: Dion Arellano
Little League
dion@syscom1.com

To the Town: Town Administrator / Clerk
Town of Palmer Lake
PO Box 208
Palmer Lake, CO 80133
dawn@palmer-lake.org

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

TRI-LAKES LITTLE LEAGUE, COLORADO

By: _____
Dion Arellano

Attest: _____
League Board Member

TOWN OF PALMER LAKE, COLORADO

By: _____
Mayor Bill Bass

Attest: _____
Town Administrator / Clerk



Administrative Memo

Date: 10/27/2022

To: Dawn Collins
Board of Trustees

From: Julia Stambaugh, Deputy Town Clerk

Subject: Vehicle Loan Payoff

Pursuant to 2022 budget discussions with the Board, on 01/10/2022, an amount of \$11,500 was applied to the Water Department portion of a vehicle loan. The remaining payoff on this loan is \$63,436.78.

Current principal:	\$62,692.86
Accrued interest:	\$ 743.92

To take advantage of increased interest rates, we have transferred \$500,000 from the General Fund account at Community Banks of Colorado to our savings account at Colorado Trust Bank.

Per the discussion at the Budget workshop on 9/29/22, memo enclosed, staff requests using a portion of these funds noted above to pay off the remaining vehicle loan balance as described - positively impacting water, police, and roads department budgets.

By paying off this loan six years early, we will save \$14,059.06 in interest payments.

The resolution is recommended approval to complete the transaction to pay off the loan by 10/31/2022 in the amount of \$63,436.78.



Administrative Memo

Date: 09/29/2022

To: Board of Trustees

From: Julia Stambaugh, Deputy Town Clerk

Subject: Vehicle Loan Payoff

In July 2018, the Town received a 10-year loan for \$160,000 for three vehicles. Roads: 2018 Ram 3500, Water: 2019 Ram 1500 and Police: 2018 Ford F-150.

The total cost for the loan with interest over the 10-year period would cost the Town \$196,027.92. Two of these vehicles will likely not be in service by the time the loan is paid off in July 2028.

As of 09/02/22, the remaining balance on the loan is \$62,692.86 plus interest accrual. With the Board's direction at the 09/22 meeting, we will move forward with paying off the vehicle loan. We will use some of the \$500,000 that will transfer from Community Banks of Colorado to Colorado Trust Bank, in order to take advantage of rising interest rates. A resolution to make this transaction will be on the 10/13 agenda.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 51-2022

A RESOLUTION TO PAY OFF THE TOWN VEHICLE LOAN FOR THE TOWN OF PALMER LAKE

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

WHEREAS, the Town of Palmer Lake has an 8-year loan in place – originally for three town vehicles – one for use by the water department, by roads and by police; and

WHEREAS, early in 2022, the water fund paid down the water vehicle portion of the loan; and

WHEREAS, the remaining total payoff is a principal amount of \$62,692.86 and interest of \$743.92 paid by October 31, 2022; and

WHEREAS, the Board directed staff to take advantage of current interest rates and transfer \$500,000 from the General Fund account at Community Banks of Colorado to town savings account at Colorado Trust Bank; and

WHEREAS, using a portion of these funds to pay off the vehicle loan will save more than \$14,000 of interest by paying the loan six years early and will add operating funds back to the department budgets for upcoming years.

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 authorizes the transaction to pay off said vehicle loan by 10/31/2022 in the amount of \$63,436.78.
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.

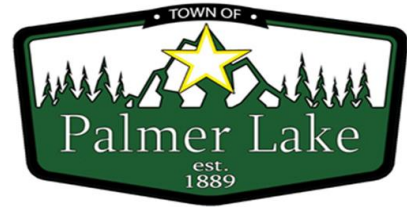
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 27th DAY OF OCTOBER 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



Item 15.

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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Resolution to Approve the Revised IGA with the Town of Monument for the Emergency Water Interconnect
Presented by: Town Administrator /Clerk		

Background

Previously approved in October 2021, the IGA with the Town of Monument for an emergency water interconnect is revised before the Board. Slight modifications were made by the Town of Monument prior to adoption at the 10/17/2022 Town of Monument Board meeting. This emergency interconnect is constructed as part of the Monument waterline along Hwy 105.

Modifications will be reviewed by Atty Krob at the meeting.

Recommendation

Staff supports the revised IGA for approval of the Board.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 52-2022

A RESOLUTION TO AUTHORIZE SIGNING A REVISED INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE TOWN OF MONUMENT FOR AN EMERGENCY WATER INTERCONNECT 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 Board of Trustees has authority over agreements for the Town; and

WHEREAS, the Town intends to plan for water emergency situations as well as the possibility of a long term regional water system; and

WHEREAS, the Board authorized signature to the IGA with the Town of Monument in October 2021, approving Resolution 50-2021 for the emergency water interconnect and authorized the payment for the design of the interconnect; and

WHEREAS, the Town of Monument Board of Trustees made slight modification to the IGA approving it on October 17, 2022.

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 approves and authorizes signature to the revised Intergovernmental Agreement with the Town of Monument as described in the attached exhibit.
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 OCTOBER 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MONUMENT AND THE TOWN OF
PALMER LAKE FOR EMERGENCY WATER
SYSTEM INTERCONNECTION AND MUTUAL AID**

This Intergovernmental Agreement ("IGA", is made by the Town of Monument, a municipal corporation of the State of Colorado, ("Monument") and the Town of Palmer Lake, a municipal corporation of the State of Colorado ("Palmer Lake");

WHEREAS, Monument and Palmer Lake (collectively the "Parties") are authorized to enter into this IGA pursuant to C.R.S. §§ 29-1-203 and 32-1-1001(1)(d)(I); and 31-15-101(1)(c), and;

WHEREAS, within its service boundaries, Palmer Lake operates and maintains a water supply and distribution system for the purpose of supplying potable water from underground aquifers and other supplies available to Palmer Lake, to its residents, customers, businesses, and property owners (the "Palmer Lake Water System"); and

WHEREAS, within its service boundaries, Monument operates and maintains a water supply and distribution system for the purpose of supplying potable water from underground aquifers and other supplies available to Monument, to its residents, customers, businesses, and property owners (the "Monument Water System"); and

WHEREAS, it is mutually desirable to construct and operate a controlled emergency water system interconnection of the Monument Water System and the Palmer Lake Water System (the "Interconnection") to allow each Party to provide potable water to the other as needed in emergency situations; and

WHEREAS, Palmer Lake and Monument desire to cooperate in the construction and operation of the Interconnection, which shall be located in northern El Paso County, Colorado, as set forth more particularly and depicted in the Preliminary Design for the Interconnection attached hereto as **Exhibit A** (the "Interconnection Design"); and

WHEREAS, it is in the mutual best interests of Monument and Palmer Lake to enter into this IGA and set forth their respective obligations and responsibilities with regard to the construction and operation of the Interconnection.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, promises and covenants in this IGA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, Monument and Palmer Lake agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated by reference into this Section 1 as material terms of this IGA.

Section 2. Definition of Emergency. For purposes of this IGA, the term "emergency" means any temporary and unexpected disruption of the designed and established manner of public water supply production and distribution within the water system of a Party, which as referenced herein shall mean either the Palmer Lake Water System or the Monument Water System, or both, including without limitation due to an act of God, a catastrophe, and/or other major system failures. "Emergency" does not include an outage, whether individual, repeated, or chronic, if the affected Party does not take prompt, reasonably aggressive efforts to correct the circumstances that created or creates the outage. Nor does "emergency" include the inability of the designed production capacity of a Party's System to meet peak water use demands. Notwithstanding the foregoing, the Parties may agree, on a case-by-case basis, whether a particular circumstance constitutes an emergency. Such case-by-case agreement by the Parties shall not create precedent for the determination of circumstances that constitute an Emergency but shall meet the requirements of this IGA that any and all water furnished under this IGA is deemed to have been used for emergency purposes only.

Section 3. Design and Construction: Installation Costs.

A. Meter Equipment. The design and construction of the Interconnect facilities will consist of the "Interconnecting Pipeline" connection to each respective water system which will include tees, tapping saddles, valves, and a 12-inch connective piping between the two systems. The Interconnect facilities will also include a metering and control vault. The component elements are shown in Exhibit A. The control and metering vault and associated piping and appurtenances will be constructed under a contract after the third-party developer has completed Exhibit A and after the flushing/testing/and filling water has been delivered.

B. The Interconnecting Pipeline, control and metering vault, pipeline appurtenances and other control piping in and around the vault as shown on Exhibit A will be constructed under a contract let by Monument and exclusively paid for by Palmer Lake. The Parties agree and acknowledge that all component designs are of a preliminary nature, and that modifications thereto resulting in the final Interconnection design to be implemented will be completed subsequent to the execution of this IGA. Each Party agrees to cooperate with the other in good faith to timely review, modify, and approve the final design before authorizing construction.

C. The Interconnect shall include a separate control valve (shown on Exhibit A) under the exclusive control of its respective Party located at the connection point to each Party's water system. Each party will own and operate as a part of it's individual system the tees, tapping saddles and valves known as each Party's respective control valves. The Interconnect unless otherwise agreed in the Interconnect Design, as may be modified for final implementation, shall be defined as all infrastructure located in between said separately owned control valves ("Joint Infrastructure"). The Joint Infrastructure shall be jointly owned. All

costs of operation and maintenance of the Interconnect, however owned, shall be borne by Palmer Lake.

D. Installation Costs. Palmer Lake will install, at its own cost, all improvements required to effectuate the Interconnect. All engineering and legal costs associated with the design and implementation of the Joint Infrastructure portion of the Interconnect will be the responsibility of Palmer Lake.

Section 4. Metering and Measurement.

- A. Meter Equipment. As part of the Interconnection, The Parties, through a third- party contractor, will furnish and install flow meters that meet the standards of the American Waterworks Association ("**AWWA**"), to be approved by Palmer Lake, for measuring properly the quantity of water delivered through the Interconnection (the "Delivery Meters"), The cost of the Interconnect will be apportioned equally between the Parties. Monument will provide general maintenance of the Delivery Meters as provided in Section 6 of this IGA. Monument will read, calibrate, adjust, and keep the official record of the readings taken from the Delivery Meters, and will provide Palmer Lake with a copy of all meter readings taken within 10 days of each such reading. Either party may at its own expense require an audit and calibration check of the meters after reasonable notice to the other party.
- B. Unit of Measurement. The unit of measurement for water delivered under this IGA is 1,000 gallons of water, U.S. Standard Liquid Measure. If it becomes necessary or desirable to use other units of measurement, then the basis of conversion will be 7.48 gallons per cubic foot, and 325,851 gallons per acre foot. Water delivered to a Party shall be measured by comparing the reading on the water meter prior to opening the valves against the reading immediately after the emergency connection has been closed.
- C. Water Rates and Fees: The Town of Monument will charge for the water provided to the Town of Palmer Lake based upon the bulk fill rates, (per gallon), for residential usage outside of the Town's service area. This rate can be modified based upon the current rates as set by the Town of Monument Board of Trustees.

Section 5. Operation.

A. Permission to Draw Water. Prior to drawing water through the Interconnection, the Party in need of the water (the "Requesting Party") first must seek and receive permission for service from the Party Manager (or her or his designee) of the Party (the "Supplying Party"). The Supplying Party must grant permission to the Requesting Party for emergency service through the Interconnection ("Emergency Service"), and such permission shall not be unreasonably withheld, unless or except if providing Emergency Service would present a hazard, and not merely an inconvenience to the Supplying Party's provision of water service to its customers.

Notwithstanding this provision, or any other provision of this IGA, neither Party will supply any amount of water that would jeopardize the integrity of its own respective water supply or water system. Further, neither Party shall have any obligation to provide water to the other if a Party determines, in its sole discretion, that such water supply would jeopardize its own water needs, or its ability to supply water to its own residents or other customers. Moreover, there is no guarantee made by Party that it will be able to deliver water to the other Party in an emergency situation, nor that water available will be in the quantities requested. Unless expressly waived by the Supplying Party, a representative from each Party's operations staff or contractor shall be present when operating the valves for the emergency interconnection.

B. Duration of Emergency Service. Emergency Service will be provided during an emergency by the Supplying Party only for so long as is necessary to allow the Requesting Party to stabilize and restore its water supply and infrastructure, using all due diligence, to the normal operating pressures and supplies of the Requesting Party's System. The Supplying Party retains the right to terminate Emergency Service, on timely oral notice as far in advance as is reasonable under the circumstances, if the Supplying Party reasonably determines that a condition has developed or might develop in its System that makes continued Emergency Service hazardous for its customers. Unusual delay by the Requesting Party in the correction of the causes for the Emergency Service also may justify termination of Emergency Service by the Supplying Party, upon 24-hour's notice from the Supplying Party.

C. Notice During Emergency. As soon as reasonably convenient, the Manager or designated representative of the Requesting Party will provide the Manager or designated representative of the Supplying Party with all pertinent facts involved in the emergency and will, during the period of the emergency, keep the Supplying Party fully informed of the situation and the progress of corrective actions. During the period of emergency, Palmer Lake and Monument each will have a representative of its operations staff, contractor, or water department, as applicable, available on a 24- hour basis to monitor the Interconnection, as necessary.

D. .

Section 6. Maintenance.

A. Maintenance Obligations. Monument will be primarily responsible for performing all maintenance of the Interconnection, with the understanding that no routine maintenance will be made on the Interconnection except after five days' advance notice to Palmer Lake. Palmer Lake will reimburse Monument within 30 days after receipt of a request for reimbursement for the reasonable and verified expenses incurred by Monument related to maintenance of the interconnection including replacement of equipment and repairs as deemed necessary by Palmer Lake or Monument. The Parties agree that expenses for all repairs and maintenance to the Interconnection will be the responsibility of Palmer Lake. Monument and Palmer Lake each will bear its own costs relating to repair, replacement, and maintenance of its respective System and improvements thereto not directly related to the Interconnection. Unless a different time period is established, the Parties, working cooperatively, will annually exercise the valves and flush the water main as needed.

B.. Initiation of Use. The Interconnection will require flushing prior to each use unless flushing has otherwise directly preceded initiation of such use. Such flushing shall require cooperative operational actions by Parties, and the Parties agree to coordinate with their respective engineering consultants, operations staff, contractors and public works departments to ensure such flushing is properly completed prior to any use of the Interconnection, and both Parties' respective public water systems thereby secured from contamination. Upon completion of said pre-operation flushing of the Interconnection, the Parties' respective operators will document the meter reading on each of the separately owned meters prior to opening the separately owned control valves. Water delivered through the Interconnect will then be properly measured by documenting of similar meter readings at the end of the emergency upon closing of the Interconnect by each Parties' respective operators.

C. Meter Testing. Unless a different time period is established by the Parties in writing, Monument will cause to have all meters inspected, tested, and calibrated by a qualified party on an annual basis. Testing will be undertaken in accordance with the following provisions:

1. The cost of each inspection/calibration will be the responsibility of Palmer Lake. Monument will provide Palmer Lake written notice of each meter test at least one week in advance so that Palmer Lake may attend the test if it desires. Monument will provide Palmer Lake with a copy of the results of each meter test within 10 days after Palmer Lake receives those results.

2. No meter may be placed in service or allowed to remain in service if it has an error in registration in excess of allowable AINWA standards. Any such meter must be repaired or replaced as provided in Subsection 5.A. of this IGA. The cost of replacing the meter will be responsibility of Palmer Lake.

D. Security. The Parties shall cooperate in the design and implementation of the Interconnect to ensure the Interconnect remains secure from third party tampering, alteration or vandalism, including such vaults or lock-out facilities as recommended by the Parties' engineer in the design, construction and implementation of the Interconnect. Maintenance of such security measures shall be performed by Monument and paid for by Palmer Lake.

Section 7. Invoices: Payment of Fees. As soon as reasonably feasible, the Supplying Party will provide its invoice for water supplied to the Requesting Party during an emergency. Unless otherwise agreed to by the parties, such invoice shall bill for the water supply provided during the emergency at a rate to be calculated on a per gallon basis of what each Party, respectively, would charge a residential customer in the supplied area. The Requesting Party shall pay the invoice within 30 days after receipt. Upon mutual agreement of the Parties payment may be substituted by simple water exchange on a one to one basis.

Section 8. Term. Unless terminated, this IGA will remain in effect until December 31, 2027. The Parties may extend the term of this IGA for any length of time or on alternate terms for up to an additional 20 years by written renewal/amendment of this IGA made on or before December 1, 2026.

Section 9. Termination: Breach. This IGA may be terminated prior to the expiration of said term by mutual agreement of the Parties, or by either Party on 30 days' written notice to the other Party without any liability to the other. Upon termination of this IGA, either Party will have the right, but not the obligation, to remove its portions of the Interconnection. This IGA also may be terminated by either Party on 30 days' written notice if the other Party fails substantially to perform in accordance with the terms of this IGA and then fails to cure such non-conformance within 30 days of receipt of notice of such default.

Section 10. Notices. Any notice, request, demand or other communication, provided for by this IGA, shall be in writing and shall be deemed to have been duly received upon: {a) actual receipt if personally delivered and upon written confirmation of personal delivery; {b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy, facsimile, or email transmission; or (d) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

Any notice required under the terms of this IGA shall be given in writing and shall be effective upon delivery in person or the mailing thereof to the parties at the following addresses, or at such other addresses as a party may subsequently designate for itself by notice:

Town of Palmer Lake
c/o Town Administrator
42 Valley Crescent
PO Box 208
Palmer Lake, CO 80133

Town of Monument
c/o Town Manager
645 Beacon Lite Road
Monument, CO 80132

Section 11. Cooperation. The Parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this IGA. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this IGA. It is the intent of the Parties, as reflected by the terms of this IGA, to ensure compliance and fulfillment with the terms and provisions of this IGA as may be necessary to give effect to the objectives of this IGA.

Section 12. Compliance. Each Party agrees to observe and comply with all applicable federal, State, and local laws, codes, regulations, and ordinances.

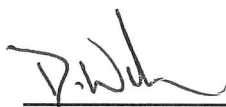
Section 13. Mutual Indemnification. To the fullest extent permitted by law, the Parties shall indemnify, protect, defend, and hold harmless each other and their respective past and present appointed and elected officials, trustees, directors, agents, officers, employees, representatives, attorneys, engineers, contractors, volunteers, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred in whole or in part in connection with the Interconnection or this IGA, sought by or brought by persons or other third parties against the Parties relative to this IGA. This Section shall be interpreted as broadly as possible under state and federal law. Nothing in this IGA shall be deemed in any way as a waiver of either Parties' protections provided under the Colorado Governmental Immunity Act.

Section 14. Entire Agreement. This IGA contains the entire agreement and understanding by and between the Parties as to the Interconnection. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect as to the subject matter of this IGA. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party. The Parties agree and acknowledge that this IGA has been approved and authorized by each of the Parties.


IN WITNESS WHEREOF, the Parties have caused this IGA to be executed by their respective authorized representatives on the dates written below. The effective date of this IGA is the date upon which the final Party signs the agreement.

TOWN OF MONUMENT

TOWN OF PALMER LAKE



Don Wilson
Mayor



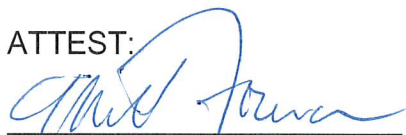
Bill Bass
Mayor

10/17/22

Date

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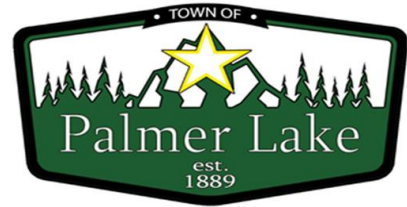
Date

ATTEST:


Mike Foreman, Manager

fdiMd

Dawn A. Collins, Administrator/Clerk



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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Emergency Ordinance to Place Moratorium on Signs in Town
Presented by: Town Administrator /Clerk		

Background

As discussed and directed by the Board at the October 13 meeting, signs throughout town need attention. However, the existing sign code requires review and possible revision based on recent changes in law.

Attorney Krob will provide a template sign code for review and consideration by the Planning Commission for recommendation to the Board of Trustees.

Recommendation

Staff suggests a moratorium on signs to provide ample time to review and amend the current sign code.

PALMER LAKE, COLORADO

ORDINANCE NO. 15-2022

**AN EMERGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON
THE SUBMISSION OF SIGN PERMITS AND CONSTRUCTION OR INSTALLATION
OF NEW PERMANENT SIGNS WITHIN THE TOWN OF PALMER LAKE**

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

WHEREAS, the Town had previously adopted regulations related to signage, with such regulations being contained in Chapter 14.50; and,

WHEREAS, recent developments in case law have caused the Board of Trustees to establish a need to address the Town's current sign code in order to preserve the health, safety and general welfare of the citizens and businesses of Palmer Lake.

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

1. The Town Board of Trustees incorporates the foregoing recitals as conclusions, facts, determinations and findings by the Town Board of Trustees.
2. Effective immediately, upon the date of this Ordinance, a moratorium is imposed upon the submission, acceptance, processing, and approval of all applications for sign permits within the Town. No application for a sign permit shall be submitted to or accepted by the Town, and no such application shall be reviewed or issued or approved in response to such an application. The moratorium imposed by this Ordinance shall commence as of the effective date of this Ordinance and shall expire six (6) months thereafter, unless repealed prior to that date.
3. This moratorium shall not apply to temporary signs of less than square feet. This moratorium is imposed to ensure citizens and business owners do not expend funds to design, install, construct or otherwise add signs that may not comply with the updated sign code.
4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
5. 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.

6. Publication and Effective Date. This Ordinance is necessary for the immediate protection and preservation of the public health, safety, and welfare of the citizens of the Town of Palmer Lake for the reasons described above, and therefore, shall become effective immediately as an emergency ordinance upon adoption by the Board of Trustees.

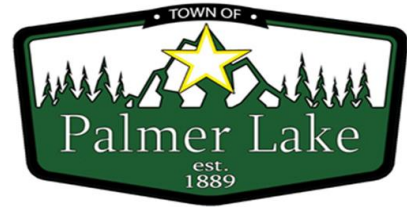
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 27TH DAY OF OCTOBER, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/ Clerk

BY: _____
William Bass
Mayor



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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Direction to Purchase Chromebooks for Board members
Presented by: Town Administrator /Clerk		

Background

It has been communicated that the iPads issued to the Board of Trustees as a tool to access Board meeting information have been generally ineffective for Board members.

Staff proposes that excess funds from the 2022 IT line item be used to purchase new chrome books. Advantages of these devices include:

- External keyboard and touchpad
- Inexpensive - \$1498 for seven
- Tablet-style hardware that does not require device management (which would be an additional expense)

Furthermore, this replacement would also allow staff to repurpose the iPads for another Town department need, primarily to the Police Department for increased efficiency in writing electronic citations. Currently the PD uses Kyocera/Android phones. The eCitation software is more reliable and functional on iPad/iOS, and iPads would provide a larger screen for ease of use.

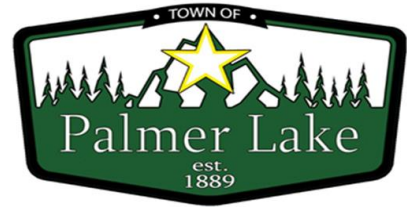
Historically, outgoing board members have had the option to keep their iPad. If this is the continued direction, Staff requests the intention of any outgoing board members to plan accordingly. Over the last year, two iPads have been turned back in. One is stationed at the admin lobby which enables citizens to pay fees online. This has removed payment processing from the hands of staff, enabling the office to be PCI-compliant. Citizens also use the iPad to access other areas of the Town website, primarily the zoning map, forms, and documents. The second returned iPad is in the office and will be reissued or repurposed once this decision is made.

Other devices that staff considered were the Surface Go (\$4935 for 7) and the Surface Pro (\$10,948 for 7). In addition to being more expensive, these devices would require device management which is an additional \$553/month for seven devices.

It is confirmed that \$1500+ is available in the IT line item in the 2022 budget to purchase.

Recommendation

Staff recommends the 2022 purchase of Chromebooks not to exceed \$1600 (shipping, etc) to prepare for Board members.



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

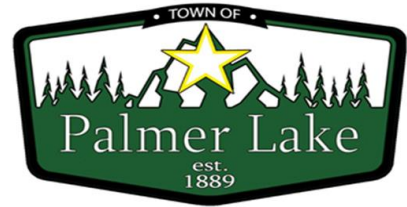
DATE: October 27, 2022	ITEM NO.	SUBJECT: Updated 2023 Budget and Meeting Dates
Presented by: Town Administrator /Clerk		

Background

Based on general discussion at the 10/13 budget workshop, the Fire department budget was further reduced.

Also, as a reminder to Board members, please note the following meeting dates –

- **November 7** at 4p at Town Hall – workshop to review Town code
- **November 10** at 5p at Town Hall – regular Board meeting (consider election results for draft 2023 budget)
- **November 17** at 5p at Trilakes Chamber Community Room on 2nd St – Budget Public Hearing
- **December 8** at 5p at Town Hall – regular Board meeting to welcome new Board members and adopt final 2023 budget



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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Water Fund – Rates and Loan Obligations
Presented by: Town Administrator /Clerk		

Background

As early as January 2021, discussions of the incorrect water billing and inaccurate water rates were addressed with the Board of Trustees. Note minutes from the following 2021 meetings –

(1/28/21 Agenda Item) 13. Discussion/Direction Relating to Water Billing – Annual Increase, Corrections. Discussion took place about the requirements laid forth by Resolution for appropriate cash flow committed to pay back loans as well as the discrepancies in past years not following through with the described annual increases. Annual increase should be 3% on the monthly base rate, the unit charge per gallon on billing and the tap rate. Historically, only one of the increases took place. Corrections to address were customers billed for a ¾ inch tap vs. actual 1 to 2” tap respectively. MOTION (Currier) to apply the annual 3% as laid forth and make corrections for larger tap size. Discussion took place about commercial accounts and the impact in this time of COVID. Dee Banta requested clarification of the number of accounts the correction will impact. Stuart Currier stated that the usage is what matters not the pipe size. **MOTION (Stuth, Padgett) to table this item until the February 11 meeting. Roll call vote – aye (5); nay (0).** Motion PASSED.

(2/11/21 Agenda Item) 16. Direction on Established Rate Increase and Correction to Water Billing. Mayor Bass suggested that items 16 and 17 be continued to the next meeting. **MOTION (Bass, Havenar) to table item 16 and 17 until February 25th. Roll call vote – aye (7); nay (0).** Motion PASSED.

(2/25/21 Agenda Item) 12. Direction to Correct Water Billing and Establish Rate Increases. Mayor Bass provided background of this item from past meetings. Discussion took place about loan payments. Staff assured members that loan payments are being covered but the forecasted revenue for water improvement and the increase of loan payments beginning in 2024 will come up short without the established rate increases laid forth in the 2019 Resolutions. The corrections were restated – correct billing larger size taps accordingly as well as a 3% increase to the following – new water tap fee, base rate fee, and usage tier rates. Trustee Dawson inquired about the projections for capital improvement and staff will review to assemble. **MOTION (Bass, Dawson) to approve the corrections and rate increases as presented. Roll call vote – aye (6); nay (1 - Stuth).** Motion PASSED. Collins mentioned that with the roll out of a new billing provider in March, staff will make increases effective in April to allow for ample notice to water customers.

As originally presented and reviewed early in 2021 with the Board and again reviewed at the 10/13 meeting, the issues are noted below.

Where and for how long were fee increases missed?

1. Larger tap sizes were charged the same rates as ¾” taps until March 2021. Per the Water Supervisor, a larger tap size should have been paying a higher rate. It appears they never did, until March 2021. There are 15 such “larger” taps. These accounts have been corrected per the direction of the Board in 2/2021.
2. The usage rate increase directed in April 2021 was 14 months late.
3. Due to #2, the usage rate increase in April 2021 was still 3% less than what was intended per Resolution 4 of 2019.
4. Similarly, due to #3, the usage rate increase effective in Feb 2022 was still 3% less than what was intended per Resolution 4 of 2019.

- The base rate/cap imp and usage rate increase in April 2021 was 2 months late. (This was somewhat intentional as we changed billing providers in March and did not want to create confusion that the rate increase was an error due to changing billing providers.)

Why did we transition to Amcobi?

Something needs to be stated about the change to Amcobi billing service. The condition of the data that staff previously had with the prior billing service provider was poor.

Staff chose and the Board supported great value and service for our residents at a reasonable cost. The costs to the town and to the resident compare as follows:

WATER BILLING PAYMENT PROCESSING FEES				
Payment Type	Provider			
	White Mountain		AmCoBi/Paymentus	
	Town pays	Resident pays	Town pays	Resident pays
Credit/Debit Card	5.44%	5.44%	0	2.95%
Electronic Check	5.44%	5.44%	0	0
Cash/Check	0	0	0	0

The best water billing system requires excellent data management. This requires tracking all of the water account contact information, previous and current meter reads, accurate billing calculations, flexible billing options (ie., postal mail and email), flexible payment options, accurate payment recording (with low service fees), and complete account history. This also requires tracking changes to ownership, rentals, misreads, and timely and accurate communication and problem-solving.

The prior system did not meet these needs. The software interface was archaic, not intuitive, and had several bugs to the system. For example, often an account balance on one tab did not match the account balance on another tab. Sometimes switching between tabs took staff to an entirely different account. Many functions would generate database errors and staff were told to click “Ignore” repeatedly to bypass the error. Some functions on the read/write did not work at all and closing a read-only instance did not completely clear up the problem and the PC had to be shut down. All autopayments would post even if they failed. When an issue was not resolved, a manual adjustment was required. In addition to these inefficiencies, the historical data was basically inaccurate or unavailable. Much of the meter reading prep and import, as well as the in-house billing process, was rather tedious, and generally had issues demanding hours of staff attention. Although the admin staff managed to send bills each month, the consistency and accuracy of the bills suffered greatly. The prior billing prep process and the data import process often required support from the billing provider and the meter system provider for a successful import. The prior system did not provide electronic/email bills. The format of the previous bills lacked basic detail such as the prior month’s information, lacking historical data. Processing bills came at a cost - printing and folding process required paper, ink, and envelopes for 1000 accounts. This added wear on the copier and requires the lease of a folding machine that is almost exclusively used for this once-a-month process. The envelope stuffing required labor/time of another staff member or two, processing a separate payment, and a trip to the post office. Special circumstances, such as residents with multiple accounts requesting all bills be mailed together, required manual work. Throughout the month, the system required payments to be posted and investigation of customer inquiries. It was not web-based and ran locally on one PC; thus only one staff member had access to view it. This describes some, but not all, of the issues previously experienced.

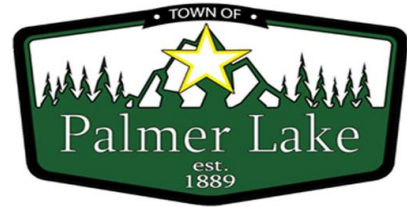


Amcobi meets the needs identified above. It is primarily a data management system for utilities. It is a modern, web-based system and offers complete customer service while also providing a portal for town staff. The provider is based in Colorado Springs with a call center. The system interfaces directly with the meter read system, and any issues are managed by the provider. The creation of bills is included in the cost to the town and bills are emailed and/or printed and postal mailed by the provider. The bills are modern, easy to read, provide rate detail and historical information. The payment options are like current options, but autopay charges are about half the current rate. The provider will manage resident calls but staff can assist in any means necessary for the water customer.

Additionally, having Amcobi care for the billing process frees staff to conduct other work that has been ignored, specifically records management, development of the Court Clerk role and licensing procedures for permits and licensing in the town.

A very significant fact is that prior to this 2021 change, staff had nearly none or inaccurate historical information about water accounts to assist in forecasting. Since April 2021, we now have confidence of meaningful data to work with. Staff has reached out to a rep of Rural Community Assistance Corporation (RCAC) to conduct a complete water rate analysis and forecast over the next few months to develop equipment replacement and capital improvement saving at no charge to the town. In the meantime, Colorado Water Resources and Power Development Authority will review our water fund financial statements and revenue to determine a necessary water rate to meet/maintain the fund requirements.

Staff suggests, at a minimum, to get two of the past rates not regularly increased to the intended rate, increasing them by 7% in 2023.



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

DATE: October 27, 2022	ITEM NO.	SUBJECT: Information on Recodification Project
Presented by: Town Administrator /Clerk		

Background

The following is to provide definition and a factual timeline of events that have taken place relative to the Town code of ordinances recodification project.

- Codification means “arranging laws according to a system” (this was done in the past, incorporating adopted ordinances into the code of ordinances book, and seemed to cease approximately Jan-2015)
- Recodification means “act of codifying designed to update” (this is what prior administration and Municode began in 2016) and includes codifying all adopted ordinances into the code and updating for legal/accuracy purpose

It was stated by the former Mayor and Interim Manager to bring back the idea of a commissioner structure at the end of 2019 implies that this function of the Board was already removed prior to my hire in May 2020. A few trustees at the time of my hire were acting in some capacity as a department “liaison” – one member attended parks meetings, one member regularly met with the Fire Chief and another met with the Chief of Police.

In October 2020, an organizational chart was presented to the Board relating to Section 2 of the municipal code to better align the reporting structure. Consensus of the Board at that time was to move forward and incorporate the modification of departments to the completion of the recodification project.

Due to concerns from new elected officials about “commissioners” following the 11/2020 election, this subject was addressed at a January 2021 Board retreat. From that retreat discussion, expectations of Board members and a job description were agreed to.

In March 2021, the recodification project was brought back to the board for direction and a motion was made and passed unanimously to complete the recodification project.

Previously or presently, there is no municipal code reference defining the role of “commissioners” for elected officials, though there was previously a random reference in code sections of “Roads Commissioner” or the “Water Commissioner” and this text, along with two rules of the Board that were not actively being followed, was previously redlined by past Board/Administration in 2018 to remove (delete) the text from the code.

To be effective and efficient with everyone’s time, it is suggested that this Board revisit, or the new Board review, what the desired role of the Board of Trustees will include. The Board has the authority to determine this, define it and, frankly, immediately following the adoption of the codified town code (to not further expend funds), the Board can also adopt an ordinance defining the role that is desired.



At this time, as requested at the 10/13 meeting, a Board workshop is scheduled on 11/7 to review the redlined version of the code and the final version of the code to be adopted. The first reading and public hearing for the ordinance to adopt the new code is 11/10.

The following are documents that have been provided by email to the Board of Trustees over the past two weeks:

1. Code Book last updated 1-21-2015 – this was original town code, seems to cease codification approximately Jan-2015 (also available under Key Documents on the Town website).
2. Adopted ordinances 2015-2021 scanned by year sent to Municode.
3. Redline code sent 2021 – the files sent to Municode to recodify underwent a first legal review by past administration and a legal review by Municode (funds previously expended) and a brief review for current accuracy by town staff (i.e., fees removed from code and note reference to master fee schedule, add Parks Commission back in, move other commission/board into respective sections, add relevant departments, et al).
4. Proof from Municode – this proof was missing adopted ordinances and Municode would not provide an additional proof. Missing ordinances were sent and a final version was provided for adoption.
5. Link to the “Recodified” Code - NOT adopted or published as identified on the public hearing notice.