



BOARD OF TRUSTEES WORKSHOP & REGULAR MEETING

Thursday, April 14, 2022 at 5:00 PM

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

In-person LIVE STREAM available at Town website

WORKSHOP

1. [Workshop: Review Draft of High Street Drainage Study](#)

AGENDA

[This agenda is subject to revision 24 hours prior to commencement of the meeting.](#)

[Call to Order](#)

[Pledge of Allegiance](#)

[Roll Call](#)

[Consent Agenda](#)

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

2. Minutes from March 31, 2022 Meeting
3. Checks over \$15,000 - Community Matters (\$15,000); Krob Law (\$15,614); and CIRSA (\$25,009)

Staff/Department Reports

4. Water
5. Public Works including Roads & Park Maintenance
6. Police
7. Fire
8. Administration

9. Attorney
10. Administrator/Clerk

Public Comment

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

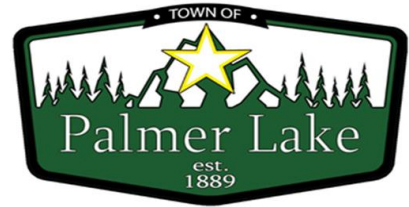
Business Items

- [11.](#) Special Event Application - Wine Festival (9/10)
- [12.](#) Resolution 23-2022 to Appoint Members to Adhoc Grants Committee
- [13.](#) Resolution 24-2022 to Authorize a Professional Services Agreement (Opteon)
- [14.](#) Resolution 25-2022 to Sign Letter of Support for Colorado Rural Water Association Apprenticeship Program
- [15.](#) Set First Reading - Ordinance to Adopt 2020 Edition of Model Traffic Code
- [16.](#) Direction to Obtain Quotes to Repair Erosion at Pedestrian Bridge Abutment
- [17.](#) Update / Authorize Required RR Fencing per Agreement with Union Pacific RR Company

Board Reports**Next Meeting (April 28) and Future Items****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.



Item 1.

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

| | | |
|---|-----------------|--|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Review Draft of High Street Drainage Study – GMS Engineering |

Background

As directed and awarded by a DOLA grant, GMS has completed a draft version of the High Street Drainage Study and will be present to review the draft report with the Board at a workshop beginning at 5p and address any questions or concerns to finalize the report for April 28.



BOARD OF TRUSTEES

Thursday, March 31, 2022 at 5:00 PM

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

MINUTES

Call to Order

Pledge of Allegiance

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

Consent Agenda

MOTION (Farr, Stuth) to approve the consent agenda including Minutes from March 10, 2022, Meeting and Financials (February). Roll call vote – aye (5); nay (0). Motion passed.

Staff/Department Reports

4. Attorney – none.
5. Administrator/Clerk – Deputy Clerk Julia Stambaugh read Administrator/Clerk Dawn Collins' report. There are few items remaining to finish with the Town Hall restoration. There are some pieces of equipment to be switched out. The television is to be connected and tested. Staff is gathering quotes to address the structural issues of the library/museum building. They are also formulating a landscaping plan to regrade the library parking lot area to move water away from the building. Update on Pedestrian Bridge and Railroad issues – GMS is finalizing the design plan to address the erosion at the west abutment of the pedestrian bridge with an estimate forthcoming. The BNSF representative informed the Town that string lights on the bridge is not allowable, as it was not part of the original approved plan. BNSF is exploring options that may be considered. GMS engineering will also draft a concept letter for the use of the westside right-of-way of the railroad. Master Plan update – the community engagement map activity is being conducted by the advisory team members. The information is posted at the Town website under Planning Commission Master Plan page. There is also a report on the revised timeline.

Public Comment

Resident, Jina Brenneman, stated that the Elephant Rock property could be of benefit to the community and the residents of Palmer Lake or for the benefit of Monument. It will be a legacy vote for this Board of Trustees.

Public Hearing

6. Public Hearing: Minor Subdivision of French's Hill Parcel 6-8 to 4 lots (Willan). Tom Rogers represented the Willans at the meeting. No questions were asked. Mayor Bass closed the hearing.
7. Public Hearing: Minor Subdivision - French's Hill Parcel 10 to 3 lots (Ball). Shana Ball discussed the use of her property to create another assisted living facility. Trustee Stuth questioned the zoning of the area. Tom Rogers stated it was zoned C1 commercial. Mayor Bass closed the hearing.

Business Items

8. Special Event - 24 Hours of Palmer Lake Endurance Run 10/08-10/09. The event coordinators Lance Pierce and Jennifer Brown presented their event and stated how excited they were to be holding the event in the community. They want to give back by donating \$5 of every registration to the Parks Committee. The board members thanked them and welcomed them to the Town. MOTION (Currier, Stuth) Roll Call vote – aye (5); nay (0). Motion passed.
9. Resolution 20-2022 to Approve French's Hill Subdivision (Parcel 6-8 to four lots). MOTION (Farr, Currier) to approve Resolution 20-2022 as presented. Roll call vote – aye (5); nay (0). Motion passed.
10. Resolution 21-2022 to Approve French's Hill Subdivision (Parcel 10 to 3 lots). Trustee Stuth asked about using the property as a natural health center. Tom Rogers stated that nothing had been decided. However, that was one option the owners were considering. MOTION (Farr, Currier) to approve Resolution 21-2022 as presented. Roll call vote – aye (5); nay (0). Motion passed.
11. Resolution 22-2022 to Approve Adjustment of Access Location for Pine Crest Youth Subdivision on Greeley (Cressman). Cressman explained the modification of the access to the units from Greeley. MOTION (Currier, Stuth) to approve Resolution 22-2022 as presented. Roll call vote – aye (5); nay (0). Motion passed.
12. Ordinance 6-2022 to Amend Section 10.04.030(B) to Set the Fine for Parking In No Parking Zone Violations at \$50.00. Attorney Matt Krob explained the change in language was to increase the parking violation fee from \$15 to \$50. The Board asked what the collection rate was for the Trailhead parking kiosk for the month of March. Julia Stambaugh informed them that as of March 25 approximately \$3,000 was collected with most revenue being realized on the weekends. MOTION (Currier, Farr) to approve Ordinance 6-2022 with amended language to set the fine for parking zone violations at \$50.00. Roll call vote – aye (5); nay (0). Motion passed.
13. Ordinance 7-2022 to Amend Section 13.09.050 Relating to Requirements for Backflow Prevention and Cross Connection Control. Attorney Krob gave background on the need to change the requirement from a check valve to an RPZ unit for backflow prevention for the protection of the water supply. The change will be phased in as property owners repair or upgrade their water systems. They will have 120 days after the ordinance goes into effect to come into compliance. MOTION (Stuth, Farr) to approve Ordinance 7-2022 to amend section 13.09.050 as presented. Roll call vote – aye (5); nay (0). Motion passed.
14. Review/Action to Authorize Acceptance of Proposal for Appraisal of Town Property. A third proposal was presented to the Board for review with the two proposals. There was discussion concerning the quotes. Paul Banta asked if any of the Town property is intended to sell. The Board stated that this action was only to appraise the properties. There is no plan to sell any property.

MOTION (Dawson, Currier) to authorize staff to choose the quote for the appraisal service. Roll call vote – aye (4); nay (1 - Farr). Motion passed.

Board Reports. Trustee Stuth urged the Town residents to participate in the master plan advisory work, specifically community engagement mapping exercises. She stated there was relatively low participation and they need more input to help with the Master Plan. She stated that the better the information going into the Master Plan, which will be in place for 10 years, the better the Town and its residents will be served.

Next Meeting (April 14) and Future Items - April 7 Board Retreat at 4 PM.

Convene to Executive Session. MOTION (Stuth, Farr) to convene to executive session at 5:32 PM 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) – possible annexation. Roll call vote – aye (5); nay (0). Motion passed.

Reconvene to Open Session. MOTION (Currier, Farr) to reconvene to open session. Roll call vote – aye (5); nay (0). Motion passed.

15. Action on Request of Temporary Use of Town Property (Hwy 105). MOTION (Stuth, Farr) to deny the request of temporary use of Town property at Hwy 105. Roll call vote – aye (5); nay (0). Motion passed.

Adjourn. MOTION (Farr, Stuth) to adjourn. Roll call vote – aye (5); nay (0). Motion passed.

William Bass, Mayor

ATTEST: _____
Dawn A. Collins, Town Clerk

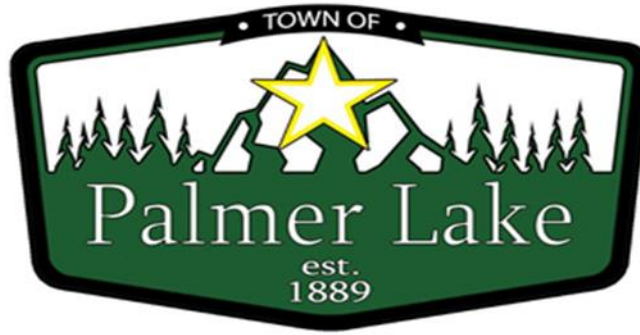
Town of Palmer Lake Monthly Water Usage

Month Year **March 2022**

| | Gallons | Acre Ft |
|----------------------|------------------|----------------|
| Surface Water | 2,825,000 | 8.67 |
| Well A2 | 1,622,000 | 4.98 |
| Well D2 | 0 | 0 |
| Total | 4,447,000 | 13.65 |
| | | |
| Avg. Gal/Day | 144,000 | 0.44 |

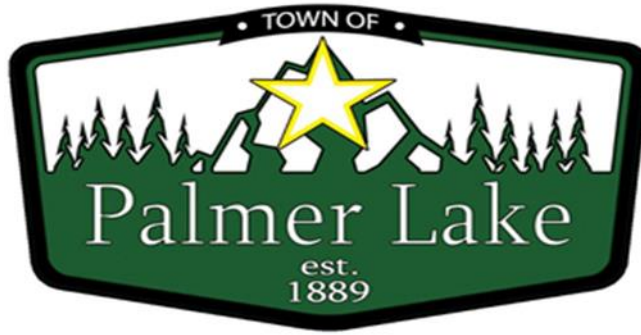
Release To Lake 5.304 AF Max Allowed = 8.4 AF / Month
Release Glen Park Evaporation 0 AF

Total 5.304



Board of Trustees Summary Sheet

| | |
|----------------|--|
| | March 2022 |
| Title | Department Monthly Report |
| Date | 4/14/2022 |
| Contact | Jason Dosch |
| Summary | <p>Graded roads Patched Potholes Cut tree limbs from ROW Replaced and repaired street signs Performed routine maintenance on equipment Emptied trash cans at Lake Rec. area Performed playground inspections Attended Parks Committee meetings Attended Special events permit meetings Removed dead deer from ROW Plowed snow and sanded Town streets and parking lots Kept Town offices and bridge sidewalks clear of snow and ice Performed maintenance parking kiosk at Trailhead parking lot Attended County Wide Park and Rec meeting Worked on future budgets and needs for Public Works Meeting</p> |
| Training | Completed cyber training |
| Other Activity | <p>Working with CDOT and GMS Eng. for \$200,000 in stimulus funds for next year for bridge upkeep; Planning Palmer Lake Elementary School Road Improvement project with Federal Grant funding;</p> |



Board of Trustees Summary Sheet

| | |
|----------------------|--|
| | MARCH 2022 |
| Title | PARKS Monthly Report |
| Date | 4/14/2022 |
| Contact | Parks Commission |
| Summary | <p>Meetings – 10 hours Other meetings – 8 hours Phone calls with Volunteers – 2 hours Weeding – 8 hours</p> <p>Fireworks committee: Planning, calls, meetings, email – 130 hours</p> |
| Total Volunteer Time | 162 hours |
| Upcoming Activity | <p>Eagle Scout projects underway</p> <p>Spring Service Day = May 21</p> |

EL PASO COUNTY PARKS



Located in the northwest section of El Paso County near the Town of Palmer Lake, Santa Fe Open Space consists of approximately 65 acres of pristine upland ranchland on the sunny southern slopes of Ben Lomand Mountain. Covered in thick stands of scrub oak, mature ponderosa pine trees, and rolling grass meadows, the property was purchased from the McGuire/Clase family with the intention of transforming it into a natural open space that provides users of the adjacent New Santa Fe Regional Trail an opportunity to experience a more natural foothills environment in close vicinity to urban areas and other major parks, trails, and open spaces.



Driving Directions:

Take Interstate 25 north from Colorado Springs to Monument, then Highway 105 northwest to Palmer Lake. Turn right on County Line Road, then immediately right into Palmer Lake Recreation Area. Hike south on the New Santa Fe Regional Trail for 0.70 mile to the western entrance of the Santa Fe Open Space.



Santa Fe Open Space And New Santa Fe Regional Trail



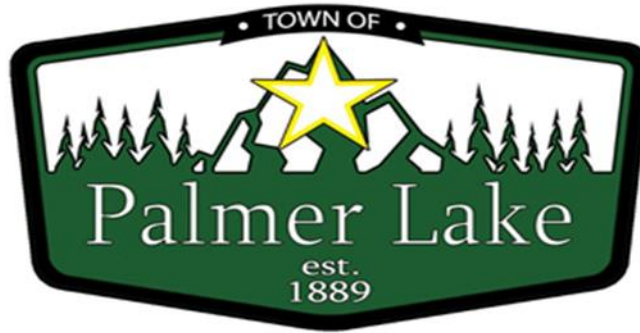
Location & Hours of Operation

New Santa Fe Regional Trail
Palmer Lake, CO 80133

Park Hours:
Dawn to Dusk

For Additional Information:
Call (719) 520-7529





Board of Trustees Summary Sheet

| | April 2022 |
|-----------------------|---|
| Title | Police Monthly Report |
| Action | N/A |
| Date | 3/1-3/31/2022 |
| Contact | J. Vanderpool |
| Summary | In the Month of March 2022, the PLPD conducted 86 traffic stops and issued 42 citations. Also, in the month of March 1 Traffic Accident was investigated, as well as 2warrant arrest was made. |
| Training | Officers attended different trainings this month to including, Fire Arms, Arrest control as well as Computer securtiy. |
| Photographs | The attached is the training record for the Palmer Lake Police Department and the Monument Police Department as we have combined our training to improve the quality of the training our Officers are receiving. |
| Other Actions | The Palmer Lake Police Department received a call, in reference to a Sexual Assault that had possibly occurred in Palmer Lake. After the investigation was completed, it was determined the Victim was suffering from Mental Illness, ultimately the case was determined to be unfounded. |
| Active investigations | Palmer Lake PD officers have also investigated 1 Criminal Mischief case, 2 criminal trespass cases, and 2 Domestic Violence cases. |
| Calls for | Officers responded to 326 calls for service this month. |

| | |
|------------------|--|
| service | 285 of these calls were in the Town of Palmer Lake, 41 were outside of town. |
| Code Enforcement | Code enforcement officers have been working with town residents to correct the violations. A violator was cited for noncompliance. |
| S.T.E.P. | S.T.E.P. was instituted in March of last year and seems to be making a difference. Accidents are becoming more infrequent. |



PALMER LAKE/MONUMENT POLICE DEPARTMENT

Item 6.

IN-SERVICE TRAINING FORM

| | | | |
|-------------------|------------------------|---------------------|--------------------|
| TOPIC | Arrest Control Tactics | | |
| INSTRUCTOR | Nyman / Lundy | TEAM/SECTION | Quarterly Training |
| DATE | 03/25/22 | TIME | 1300-1600 |

DESCRIPTION OF TRAINING: (Brief statement of the presentation content)

Review Interview/Fighting Stance
 Review Inside/Outside Defenses
 Review Straight Punches, Hammer fist
 Review Defensive/A-frame Front Kicks
 Review Knee Strikes
 Review Edged Weapon Defense
 Review Handgun Defense
 Review Front Choke Defense
 Review Low and High-Risk Handcuffing
 Review Takedown and Control Techniques
 Provide reality-based scenarios

TRAINING OBJECTIVES: (What will the officers know, understand, be able to do after receiving the training)

Demonstrate Interview/Fighting Stance
 Demonstrate Inside/Outside Defenses
 Demonstrate Straight Punches, Hammer fist
 Demonstrate Defensive/A-frame Front Kicks
 Demonstrate Knee Strikes
 Demonstrate Edged Weapon Defense
 Demonstrate Handgun Defense
 Demonstrate Front Choke Defense
 Demonstrate Low and High-Risk Handcuffing
 Demonstrate Takedown and Control Techniques
 Safely navigate scenarios

PERSONNEL IN ATTENDANCE: (Name and ID#)

| | |
|----------------------|--------------------------|
| Michael Carroll S200 | Brendan Dodd 5M53 |
| Eugene Ramirez 5P42 | Brett Stanley 5P55 |
| Steven Wagner 5P49 | Michael Sammarcelli 5M57 |
| Ken Love 5P47 | Chase Dukes 5M60 |
| Brad Barter C201 | |
| Win Kunkle 5M61 | |
| Max Ellis 2201 | |
| Michael Case 2203 | |
| Noah Wyok 5P45 | |





**MONUMENT POLICE DEPARTMENT
IN-SERVICE TRAINING FORM**



Item 6.

| | | | |
|-------------------|------------------------|---------------------|--------------------|
| TOPIC | Arrest Control Tactics | | |
| INSTRUCTOR | Nyman / Lundy | TEAM/SECTION | Quarterly Training |
| DATE | 03/28/22 | TIME | 1300-1600 |

DESCRIPTION OF TRAINING: (Brief statement of the presentation content)

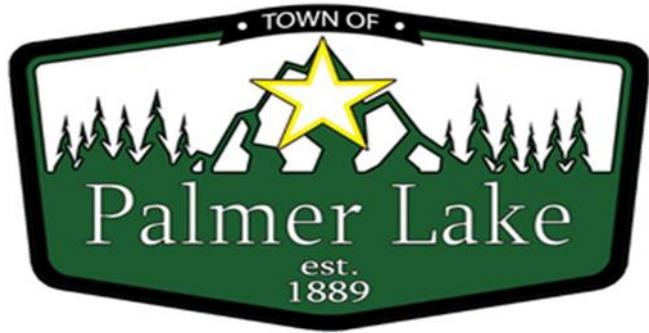
Review Interview/Fighting Stance
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 Demonstrate Handgun Defense
 Demonstrate Front Choke Defense
 Demonstrate Low and High-Risk Handcuffing
 Demonstrate Takedown and Control Techniques
 Safely navigate scenarios

PERSONNEL IN ATTENDANCE: (Name and ID#)

| | |
|---------------------|-------------------|
| Josh Barker 5P50 | Samuel Yanez 2103 |
| Cory Yarbrough 5M66 | Drew Olson 5P48 |
| Nicole Lamb | Adam Lundy L200 |
| Keith Fisher 2003 | |
| Bobby Perry 5P51 | |
| Colin Rosten 5M50 | |
| James Bently 5P52 | |
| Rob Stewart 5M51 | |
| Andrew Romano 1201 | |



Board of Trustees Summary Sheet

| Title | Palmer Lake Fire Department | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---------------------------------|-------|------------|------------------------------------|----|-------|--------------------------|---|------|------------------|---|------|-------------------------------|---|------|--------------|---|------|--|---|------|--|--------------------------------------|---------------------------------|----------------|--------------------|----------------------------|
| Action | To provide the most professional and highest level of emergency and prevention services to the citizens and visitors of the Town of Palmer Lake | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date | 04/11/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact | Christopher McCarthy, Fire Chief | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Summary | <p style="text-align: center;">Breakdown by Major Incident Type April 2022 Emergency Reporting</p> <div style="border: 1px solid blue; padding: 10px; margin: 10px auto; width: 80%;"> <table border="1" style="margin: 10px auto; width: 80%; text-align: center;"> <thead> <tr> <th>Incident Type</th> <th>Count</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Rescue & Emergency Medical Service</td> <td>25</td> <td>73.1%</td> </tr> <tr> <td>False Alarm & False Call</td> <td>3</td> <td>8.8%</td> </tr> <tr> <td>Good Intent Call</td> <td>2</td> <td>5.9%</td> </tr> <tr> <td>Hazardous Condition (No Fire)</td> <td>2</td> <td>5.9%</td> </tr> <tr> <td>Service Call</td> <td>1</td> <td>2.9%</td> </tr> <tr> <td>Overpressure rupture, explosion, overheating - no fire</td> <td>1</td> <td>2.9%</td> </tr> </tbody> </table> </div> <div style="margin-top: 10px;"> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">■ Overpressure rupture, explosion, overheating - no fire</td> <td style="width: 33%;">■ Rescue & Emergency Medical Service</td> <td style="width: 33%;">■ Hazardous Condition (No Fire)</td> </tr> <tr> <td>■ Service Call</td> <td>■ Good Intent Call</td> <td>■ False Alarm & False Call</td> </tr> </table> </div> <p style="text-align: right; font-size: small;">meta-chart.com</p> | Incident Type | Count | Percentage | Rescue & Emergency Medical Service | 25 | 73.1% | False Alarm & False Call | 3 | 8.8% | Good Intent Call | 2 | 5.9% | Hazardous Condition (No Fire) | 2 | 5.9% | Service Call | 1 | 2.9% | Overpressure rupture, explosion, overheating - no fire | 1 | 2.9% | ■ Overpressure rupture, explosion, overheating - no fire | ■ Rescue & Emergency Medical Service | ■ Hazardous Condition (No Fire) | ■ Service Call | ■ Good Intent Call | ■ False Alarm & False Call |
| Incident Type | Count | Percentage | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rescue & Emergency Medical Service | 25 | 73.1% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| False Alarm & False Call | 3 | 8.8% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Good Intent Call | 2 | 5.9% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hazardous Condition (No Fire) | 2 | 5.9% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Service Call | 1 | 2.9% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Overpressure rupture, explosion, overheating - no fire | 1 | 2.9% | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Overpressure rupture, explosion, overheating - no fire | ■ Rescue & Emergency Medical Service | ■ Hazardous Condition (No Fire) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ■ Service Call | ■ Good Intent Call | ■ False Alarm & False Call | | | | | | | | | | | | | | | | | | | | | | | | | | |

| MAJOR INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|---|-------------|-------------|
| Overpressure rupture, explosion, overheat - no fire | 1 | 2.94% |
| Rescue & Emergency Medical Service | 25 | 73.53% |
| Hazardous Condition (No Fire) | 2 | 5.88% |
| Service Call | 1 | 2.94% |
| Good Intent Call | 2 | 5.88% |
| False Alarm & False Call | 3 | 8.82% |
| TOTAL | 34 | 100% |

Significant Events:

3/25/2022: Several reports of fire (including a reported Aircraft Crash) reported due to controlled burning within TriLakes' District on the 21000 Block of Capella Dr.

Training:

EMS: Case Study and Protocol review, Medical and Trauma scenarios
 Fire: Firefighter I Academy, Firefighter Skills, MAYDAY, Forcible Entry, Ventilation, HazMat, Driver/Operator and Wildland Training. New volunteer on-boarding and orientation training.

Total: 371 hours

| | |
|--------|-------------------|
| Issues | None at this time |
|--------|-------------------|



Figure 1 Chief McCarthy covering a shift



Figure 2 Firefighter/EMT Max Herte



Figure 3 Probationary Firefighter Cade Johnson



Figure 4 Aspiring Firefighter Colin McCarthy putting in some hose work



Figure 5 HazMat Training



Figure 6 Ladder Training



Figure 7 Ladder Training



Figure 8 Hose Training



Figure 9 More Ladders!!!!

| ADDRESS | TYPE OF WORK | EXPIRATION | # of Taps | REGIONAL NUMBER |
|---------|--------------|------------|-----------|-----------------|
| | | | 1035 | |
| | | | | |
| | TYPE | AMOUNT | | |
| | Remodels | 1 | | |
| | Re-roofs | 1 | | |
| | Other | 4 | | |
| | | | | |
| | TOTAL | 6 | | |

CONTACT US REPORT - MARCH - 2022

| | Submitted Time | First Name | Subject |
|---|-----------------------|-------------------|---|
| 1 | 03/01/2022 - 5:22 pm | Matt | Employment |
| 2 | 03/02/2022 - 1:30 pm | Anony | Report |
| 3 | 03/08/2022 - 1:50 am | Jane | Paddle Board Supplier |
| 4 | 03/13/2022 - 5:53 pm | Joelle | Pavilion Rental |
| 5 | 03/17/2022 - 11:13am | Josiah | Pavilion Rental |
| 6 | 03/17/22 - 12:15 pm | Josiah | PL Pavilion Reservation |
| 7 | 03/20/2022 - 11:54 am | Luz | Reservation |
| 8 | 3/27/2022 - 5:25 pm | Kristopher | GEFCO - Selling in PL |
| 9 | 03/31/22 - 4:16 pm | Jianna | PL Recreational Lake/Water Conservation |

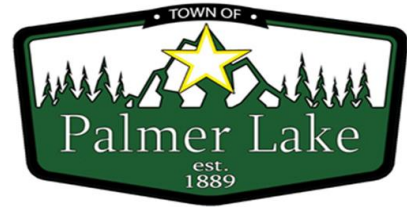
T2 Iris Transaction Summary 04/07/2022 3:25 PM MDT

Date/Time: 03/01/2022 12:00:00 AM to 03/31/2022 11:59:59 PM MDT
 Ticket #: All
 Organization: Town of Palmer Lake
 Coupon Code: N/A
 Pay Station: Trailhead
 Transaction Type: All
 Stall Number: N/A
 Plate Number: N/A
 Grouping: None

March

| Overall Summary | | CASH | | CREDIT CARD | | PATROLLER CARD | | SMART CARD | | TOTAL | |
|-------------------|---|--------|--|-------------------|-----|----------------|-------------------|------------|--------|--------------------|-----------|
| Total Collections | 0 | \$0.00 | | Total Collections | 557 | \$2952.10 | Revenue | 0 | \$0.00 | Total Transactions | 557 |
| Revenue | 0 | \$0.00 | | Revenue | 557 | \$2952.10 | Test Transactions | 0 | \$0.00 | Total Collections | 557 |
| Change Issued | 0 | \$0.00 | | | | | Revenue | 0 | \$0.00 | Revenue | 557 |
| Return Tickets | 0 | \$0.00 | | | | | Recharges | 0 | \$0.00 | | \$2952.10 |
| Total Refunds | 0 | \$0.00 | | | | | | | | | |
| Excess Payment | 0 | \$0.00 | | | | | | | | | |
| Attendant Deposit | 0 | \$0.00 | | | | | | | | | |

less fees (167.10)
Suchy (70--)
PD Monitoring (472.50)
 Net 2242.50



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

| | | |
|---|-----------------|---------------------------|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Trustee Glant Havenar | | Palmer Lake Wine Festival |

Recommended Action

Approve the event to take place at Palmer Lake as presented to and endorsed by staff.

Background

The Palmer Lake Wine Festival is seeking the Board’s approval to allow this event to take place at Palmer Lake Recreation Area on September 10, 2022. This festival is to celebrate the local Colorado wines and the Town of Palmer Lake sponsored by Evergood Elixir. It is anticipated to draw approximately 1,500 attendees.

Per Liquor Enforcement, the area will be fenced, and attendees will flow through monitored entrance/exit. The State Liquor Enforcement (LED) will require a copy of the event plan and likely sign off by August.

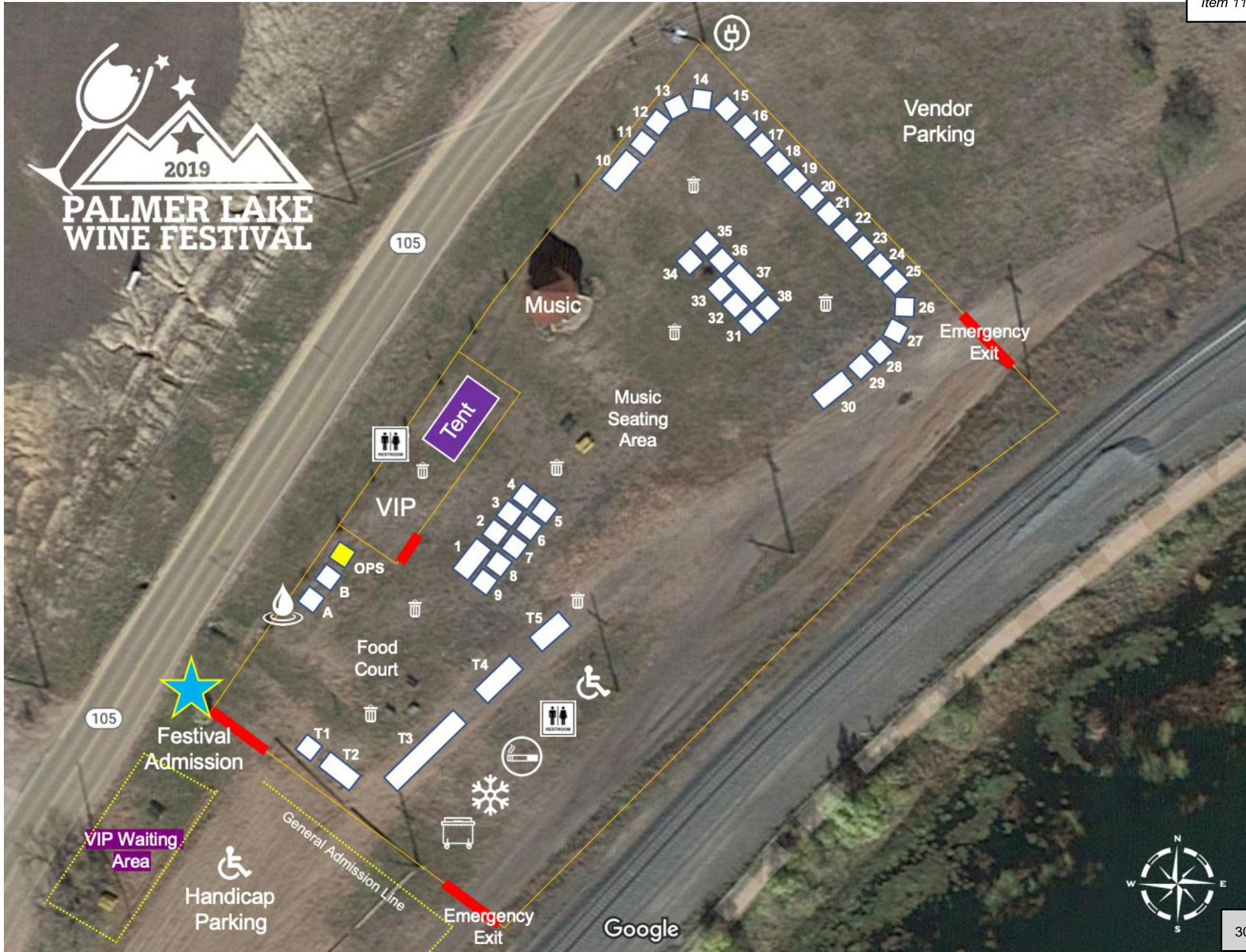
The event is planned for the north end of the recreational area with multiple vendors and tented seating areas. They may also set up picnic tables in a central location. There will be an outdoor music venue, jazz band and acoustical guitar. Use of the pavilion with power for the PA system is requested. The event will provide 15 or more portable restrooms on site.

The Public Works Dept. requests that parking be established on the west side of the lake and utilize the bridge. The event has secured several private parking lots to handle VIP and participant parking and also request the parking are by the baseball diamond. PW cautions the railroad may install a fence along the tracks. This may hinder ingress/egress from the baseball field. We should know more from the railroad in the next few months. The event will instruct attendees to travel to the event from the north via Hwy 105 and be encouraged to park in the lots to the north end of the festival. When exiting they will be directed to leave via the northern route. There will be Ubers and Lyfts available to the event goers and volunteers. There may also be shuttle services provides. The PD will be monitoring the area as vehicles may be left in the area overnight.

Security for the festival will be provided by a third-party contractor. The Fire Dept. will ensure a crew is on-duty, along with the PL ambulance, the day of the festival. However, if the on-duty crew is dispatched elsewhere, Fire recommends calling 911 to provide the fastest service in case of an emergency. PD will provide 2 officers and a patrol vehicle to cover the event. The PL Wine Festival plans to honor the FD and PD on this Sept 11 weekend.

Event vendors will have access to the east side of the fenced area to bring in and set up goods and equipment. The Roads Dept. and PD have no issues with the access routes provided to drivers. Electricity will be required. A portable generator will be placed outside the fenced perimeter where vendors will be positioned.

As the event date draws near and plans firm up, the event coordinator will be in communication with Town staff/departments to notify them of any changes.





PALMER LAKE WINE FESTIVAL

Parking Map



LOT 2 - \$

LOT 1

FESTIVAL

★ Entrance

♿ Handicap Parking Only

Vendor Parking

Tri-Lakes Center for the Arts

Post Office

Dex's Depot

LOT 3

O'Malley's

LOT 4

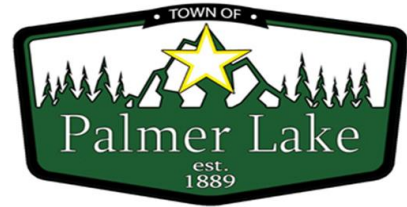
Baseball Diamond

Palmer Lake

Railroad Tracks



Google



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

| | | |
|---|-----------------|---|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Resolution to Appoint members to Adhoc Grants Committee |

Background

As previously requested by Administration, Town staff is seeking assistance to research, write and administer grant funding where applicable for department needs. As we are all aware, there is much funding to be had, however, proper planning is required, including budgeted matching funds by the Town.

The purpose of the committee is to assist staff by utilizing strengths to research, write or administer grants. The committee will establish a regular monthly meeting time and intends generally to meet via zoom. Meeting details will be posted in compliance with open meeting law, and meetings will function as a workshop.

Staff held a preliminary meeting with individuals and the enclosed resolution depicts the willing members for a one year appointment.

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

RESOLUTION NO. 23-2022

A RESOLUTION TO CREATE AN AD HOC GRANTS COMMITTEE AND APPOINT MEMBERS

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

WHEREAS, Town staff requires assistance to research, write and manage grant opportunities for the Town; and

WHEREAS, volunteers are selected by staff, based on experience with grant research and writing, and are requested within this Resolution for appointment.

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. Creation. There is hereby established an Ad Hoc Committee entitled Grants Committee which will consist of not more than three (3) members. All members, including one Board of Trustee member when possible, shall be selected by Town staff and approved by the Board of Trustees. Members of the committee shall meet monthly at a minimum, or as needed, and serve without compensation for a one-year term, unless the duty is completed sooner, at which time the committee shall dissolve.

Section 2. Powers and Duties. The Grants Committee is advisory in nature to the Town staff to research, write and administer grant fund applications as needed. Formal recommendation or decision making shall not take place.

Section 3. Members. The following members shall be appointed to the Grants Committee for not more than a one-year term.

- Nicole Currier (Trustee)
- Cindy Powell (Citizen)

Section 4. 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 5. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

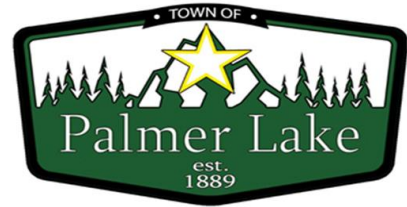
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF APRIL 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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



Item 13.

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

| | | |
|---|-----------------|---|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Resolution to Authorize Professional Services Agreement with Opteon |

Background

As directed at the 3/31 meeting, staff chose the proposal submitted by Opteon based on the lowest cost of \$9,500; the shortest time frame of 45 days to complete the appraisal; and being a local representative.

Enclosed is a resolution to authorize completing a professional services agreement with Opteon for the appraisal and highest and best use on two town property - elephant rock and the current leased motorbike track.

It is anticipated that approximately the end of May or beginning of June, a report will be completed for Board review.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 24-2022

A RESOLUTION TO AUTHORIZE SIGNATURE TO A PROFESSIONAL SERVICES AGREEMENT WITH OPTEON USA

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

WHEREAS, the Town desires a property appraisal and highest and best use of town property; and

WHEREAS, staff determined the lowest and most timely proposal for the appraisal by Opteon to conduct services 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 Mayor to sign the enclosed professional services agreement, copy enclosed, for an amount not to exceed \$9,500.00.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF APRIL 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this April __, 2022, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Opteon (hereinafter referred to as "Consultant").

RECITALS:

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

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

I. SCOPE OF SERVICES

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

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed \$9,500.00. Payment shall be made in accordance with the payment terms identified in the Exhibit, which is attached hereto and incorporated herein by this reference. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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

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

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

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within five (5) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in the Exhibit.

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. COMPLIANCE WITH LAW

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

IX. INDEMNIFICATION

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

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

negligent acts of the Town, its mayor or Town council, or any of its officials, officers, directors, agents and employees.

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

X. INSURANCE

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

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

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and

completed operations. The policy shall contain a severability of interests provision.

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

Dawn A. Collins, Town Administrator / Clerk
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133
6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

XI. NONASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. NOTICE

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

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

Copy to: Matthew Z. Krob, Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111
matt@kroblaw.com

Consultant: Christopher Kokott, Staff Appraiser
Opteon
5500 Pearl St., Suite 260
Rosemont IL 60018
Christopher.Kokott@opteonusa.com

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

TOWN OF PALMER LAKE, COLORADO

By: _____
_____, Mayor

CONSULTANT

By: _____
Title: _____

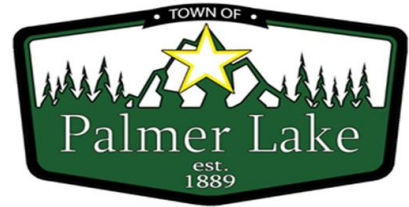
STATE OF COLORADO)
) ss.
COUNTY OF)
EL PASO)

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

Notary

My Commission Expires: _____

(SEAL)



Item 14.

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

| | | |
|---|-----------------|---|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Resolution to Sign Letter of Support for Colorado Rural Water Assc (CRWA) |

Background

Mr. Rick Autobee represents the Colorado Rural Water Association and is requesting a letter of support for funding to the apprenticeship program for water operators. Enclosed is a letter of support as staff intends to utilize this apprenticeship program in the coming year 2023, contingent upon Board approval in the upcoming budget cycle. In light of the shortage of young people developing in water operator positions, staff did begin discussions with Mr. Autobee to participate in an upcoming program. This letter supports the distribution of grant funds to the program, which may directly benefit the Town in the near future.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 25-2022

A RESOLUTION TO AUTHORIZE SIGNATURE TO A LETTER OF SUPPORT FOR COLORADO RURAL WATER ASSOCIATION

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 intends to utilize the apprenticeship program for a water operator for the Town of Palmer Lake; and

WHEREAS, Colorado Rural Water Association is seeking support for the successful apprenticeship program to utilize grant funding opportunity; and

WHEREAS, Town staff supports the apprenticeship program and requests the Board of Trustees to authorize a letter of support for the program funding.

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

1. The Town Board of Trustees hereby authorizes the Mayor and Town Administrator to sign the enclosed letter of support for Colorado Rural Water Association apprenticeship program.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

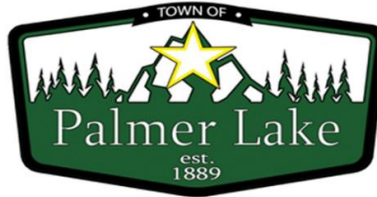
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF APRIL 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



April 7, 2022

Colorado Department of Labor and Employment
633 17th St. Suite 1200
Denver, Co 80202-3660

Attn: Office of the Future of Work

We would like to express our sincere support for the Colorado Rural Water Association Apprenticeship Program. This program will contribute to the professionalism of the industry. By adding apprenticeship into the water industry, we can develop well-rounded employees that will contribute to our system immediately. With close to 50% of water operators coming into retirement age, there is a growing concern that there will not be enough workers to take over for the aging work force. Apprenticeship provides an opportunity for workers with long term experience in the industry to share their knowledge with the next generation. Our rural communities will be faced with a situation where they might not operate their system/s successfully and within regulation, without suitable replacement workers.

Colorado Rural Water Apprenticeship is an asset for training and certifying water operators. They have years of experience training operators in Colorado and are well versed in delivering curriculum that is specific to the industry. With curriculum in water, the apprenticeship is designed to develop an operator that can work safely and efficiently in multiple areas of your system. By participating in CRWA's (Colorado Rural Water Association) Apprenticeship, our system will reduce turnover. Employees are statistically happier when their employer invests in their training and are more likely to stay for a longer time. Liability costs go down by having a work force that is familiar with the industry and has been taught industry safety standards.

With the opportunity to expand this program, I believe that CRWA can contribute to the overall safety and health of Coloradoans by assisting more water operators to be proficient in their system. This program is needed in all parts of Colorado; rural and metropolitan areas can utilize the program to keep their systems in compliance and fully staffed. We would like to see the program expand to other areas - i.e., working in local high schools to recruit young workers, presenting information to the public about these types of jobs, and creating a presence all over the state to sustain viable candidate pool in the water industry for all areas of Colorado.

Sincerely,

TOWN OF PALMER LAKE

William Bass
 Mayor

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

42 Valley Crescent, P.O. Box 208, Palmer Lake, CO 80133
 Phone (719) 481-2953 - Fax (719)488-9305
www.townofpalmerlake.com



Item 15.

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

| | | |
|---------------------------------------|--------------------|--|
| DATE: April 14, 2022 | ITEM NO. 15 | SUBJECT: |
| Presented by: Town Attorney | | Set First Reading / Public Hearing for adoption of 2020 Model Traffic Code |

Background

The Colorado Department of Transportation, the author of the Model Traffic Code (MTC) adopted by nearly all municipalities in the state, periodically updates the MTC. The most recent version is the 2020 version, preceded by the 2010 and 2009 versions – and originally adopted in 1952. I would suggest the Town look at adopting the 2020 version of the MTC to ensure the Town has up-to-date traffic laws it may enforce at a local level, ie. via the Town’s Municipal Court.

Remember, adopting a model code, such as the MTC, requires 2 readings and a public hearing in order to properly pass the Ordinance adopting the 2020 MTC. So, I would request that you set the public hearing for the adoption of the 2020 Model Traffic Code

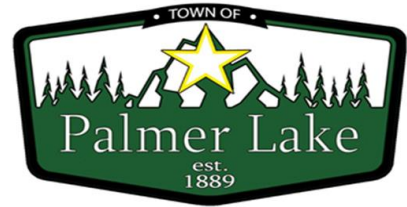
If the Board sets this for a hearing for potential adoption, I will draft an ordinance with the language to provide for the adoption of the 2020 MTC, as well as work with Staff to ensure that any provisions needing to be tailored specifically to the needs of the Town are addressed.

In the meantime, a copy of the 2020 Model Traffic Code for Colorado for your review is available here:

<https://www.codot.gov/safety/traffic-safety/assets/documents/2020-model-traffic-code-for-colorado.pdf>

Please let me know if you have any questions or need anything further.

In the interest of transparency to the Citizens, this memo and the link above are certainly able to be shared with anyone who may be interested.



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

| | | |
|---|-----------------|--|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Direction to Obtain Quotes for Repair of Ped Bridge Abutment Erosion |

Background

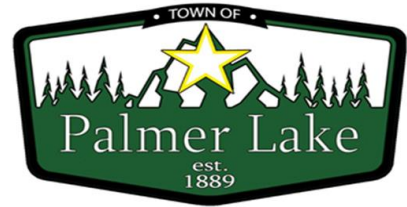
On 3/2, staff along with GMS reps and ATL reps met with UP and BNSF reps to review the placement of the required fencing as described in the ped bridge agreement. As reported to the Board after this meeting, a real concern of erosion at the base of the west abutment of the ped bridge was pointed out as a top priority for the Town to address.

GMS immediately began work on a repair design and is finalizing the sketches with input from the Railroad. GMS expects to complete the final drawings/specifications by April 22 at a cost of \$9,500. Staff is requesting authorization to initiate construction quotes for the erosion repair work upon completion of the final specifications. On the construction side, the actual construction schedule and milestones will be entirely dependent upon contractor timeframes and materials available.

This repair is time sensitive to the Railroad, and staff is interested in completing the work from a public safety perspective as well as closing this project.

Action

Direct staff to initiate quotes for the construction work per the final design to complete the erosion repair.



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

| | | |
|---|-----------------|--|
| DATE: April 14, 2022 | ITEM NO. | SUBJECT: |
| Presented by: Town Administrator /Clerk | | Update on Required RR Fencing per RR Agreement |

Background

As explained briefly in past meetings and the prior item, staff has been communicating the progress of the priority erosion repair to the railroad reps. On 4/1, the BNSF project manager for the ped bridge communicated specifically that the required fencing must be installed by the end of April per the UP RR agreement.

To complete the project requirements and close out the project, staff will obtain quotes to install the 8' fencing as exhibited in the agreement on drawing C4.1.

After multiple discussions with the UP rep, submitting a concept plan and exhibit for use of the access road will require a license agreement that may exceed \$50,000. With a close review of the drawings exhibited in the agreement, the 100' ROW is not drawn center on the tracks; therefore, Town staff recommends acting on this installation immediately to install the required fence on Town property based on the exhibited ROW on C4.1 and the placement to be 500' center on the bridge (250' each side from the bridge) on both sides of the rails as noted on the agreement exhibit C1.1 (for total of 1,000 feet of fence).

The goal is to complete this requirement to close the project as quickly as possible.

Relative to lighting on the bridge, UP suggested that a plan be submitted identifying the appropriate conduit (hidden power) for dim lighting that directs downward from the inside of the bridge – not red, not green, not pointing north or pointing south on the track line.

Staff will work with ATL for potential funding of the fence installation as well as a lighting plan to complete this project.