



BOARD OF TRUSTEES

Thursday, September 09, 2021 at 5:00 PM

Palmer Lake Elementary School Library, Upper Glenway

LOCAL LICENSING AUTHORITY – HEARING

- [1.](#) Consider Modification of Premises (Alpine Essentials - Storefront)
Adjourn

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

Introductions/Presentations

- [2.](#) Proclamation for Creek Week
- [3.](#) Presentation of 2020 Audit by Green & Associates (Mr. David Green)
4. Introduce New Business - White Peak Builders LLC

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.

- [5.](#) Minutes from August 26, 2021 Meeting
- [6.](#) Resolution 41-2021 to Approve Appointment to Parks Commission

Staff/Department Reports

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

- [11.](#) Administration
12. Attorney
13. 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

- [14.](#) Special Event - The 7th Annual 2021 Palmer Lake .5K Run (Oct 10th)
15. Update - Diacut Property Owner on Elite Cranes Move
- [16.](#) Resolution 42-2021 to Authorize Filing of 2020 Financial Audit
- [17.](#) Resolution 43-2021 to Authorize Well Agreements for E-Rock LLC (818 and 820 Meadow Lane)
- [18.](#) Resolution 44-2021 to Authorize IGA with Town of Castle Rock (Fire Dept)
- [19.](#) Update of IREA Electrical Replacement Project
- [20.](#) Update and Authorize Survey for Pedestrian Bridge - RR Fencing

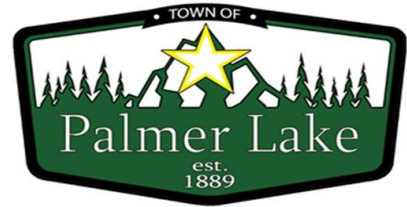
Board Reports**Next Meeting (September 23) and Future Items****Convene to Executive Session**

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)(b) – possible annexation.

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.



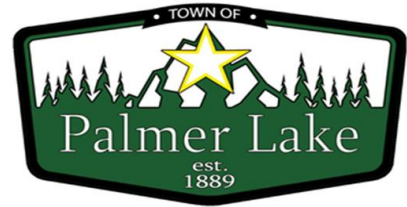
Item 1.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Consider Modification of Premises – Alpine Essentials, Storefront
Presented by: Town Administrator /Clerk		

Background

On your tabletop will be a CONFIDENTIAL drawing of the revised layout for the storefront of Alpine Essentials. Ms. Woodward will be present to speak to the required modification to meet state requirements.



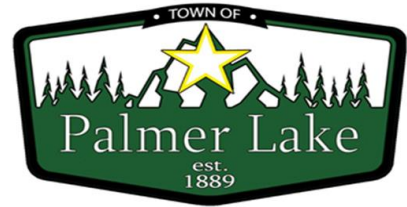
Item 2.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Proclamation for Creek Week
Presented by: Town Administrator /Clerk		

Background

Annually, the Fountain Creek Watershed conducts a clean up and this fall, the Parks Commission is coordinating with a Parks Service Day. The proclamation is to support the creek clean up throughout Palmer Lake.



Item 3.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Presentation of 2020 Audit
Presented by: Town Administrator /Clerk		

Background

Annually, the Town financials are audited by an independent firm. Mr. David Green will be present to speak to the Town's 2020 financials and his report and financials will be distributed under separate cover to the Board once finalized prior to the meeting.

There is a resolution on the agenda that staff seeks approval to authorize the filing of the 2020 financials.



BOARD OF TRUSTEES

Thursday, August 26, 2021 at 6:00 PM

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

MINUTES

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

Pledge of Allegiance

Roll Call

Present: Trustees Karen Stuth, Darin Dawson, Jessica Farr, Glant Havenar and Mayor Bill Bass

Excused: Trustees Nicole Currier and Samantha Padgett

Consent Agenda. MOTION (Farr, Havenar) to approve the consent agenda including: 1) Minutes from August 12, 2021 Meeting; 2) Financials (July 2021); and 3) Checks Over \$15,000 - Watts Uplifting (\$15,359.76) and Brooks Plumbing (\$31,113.40). Roll call vote – ayes 5; nay 0. Motion passed.

Staff/Department Reports

4. Attorney made no report.
5. Town Administrator/Clerk Collins reported on the ramp project; the town hall project beginning September 1st; the IREA replacement of all electrical system project in Town for next six years; repair of the gazebo; and progress of budget meetings with town departments.

Public Comment

Resident Judith Harrington requested that the IREA replacement lights be compliant to the dark sky ordinance. Resident Bill Dandino provided a handout and informed the Board of non-LED lighting. Resident Linda Elliott also suggested that non-street lights be reviewed for compliance to the dark sky regulation throughout town.

Business Items

6. Special Event Application - Lewis Palmer Middle School Cross Country Race - Sep 1, 2021. Deputy Town Clerk Julia Stambaugh provided the information as the event coordinator was unable to attend. An expected number of 550 students will participate with staggered wave starts and public parking will be directed to the lot off Hwy 105. MOTION (Havenar, Stuth) to approve the cross country event for 9/1. Roll call vote – ayes 5; nay 0. Motion passed.
7. Update from Diacut re: Elite Cranes Move. Mr. Bruno Furrer addressed the Board with the progress being made of Elite Cranes. All steps are moving forward including clearing the Monument lot, bonding for the retention pond required, anticipated closing date. Updates will continue at each Board meeting.
8. Resolution to Authorize Lease Agreement with Sportriders. Mr. Horrell was not present for the review. The Board restated the terms of monthly fee of \$300 and sixty-day termination. MOTION (Havenar, Dawson) to

approve Resolution 40-2021 to authorize a monthly lease agreement with Sportriders. Roll call vote – ayes 3; nay 2 (Stuth, Farr). Motion passed.

9. Discussion of Drainage - Specifically High Street Basin Study. Mr. David Frisch of GMS Engineering and Public Works Supervisor Jason Dosch provided the background and the decision to start a drainage study of the High Street basin – being that it was the largest damaged area from a 2018 rainfall. An overview of how to review and define drainage requirements was made as well as identified funding for the study. Mr. Frisch also provided the items accomplished and in progress for this particular study and displayed an aerial map with contours of the area. Discussion took place about the numerous problem areas throughout the town and staff is gathering that information to begin planning for future drainage projects.

10. Discussion/Direction to Amend Odor Ordinance. Follow up to the workshop in which additional information will be gathered and reviewed, MOTION (Stuth, Farr) to table this item. Roll call vote – ayes 5; nay 0. Motion passed.

11. Direction for Temporary Meeting Space. Collins reviewed the options for a temporary space to hold town meetings and, in summary, will plan evening meetings at the Palmer Lake Elementary School Library on Upper Glenway and day meetings, including Court and the Parks Commission at the Tri-Lakes Chamber Meeting House at 300 Hwy 105 in Monument. A schedule of meetings will be updated to the website. Due to the custodial charge beginning after 7p at the school, regular meetings after September will be planned to start at 5p. The Board provided a consensus to move forward.

12. Update on Elephant Rock Property. Bob Radosevich offered a report of the property, including asbestos removed, windows replaced, redirected exterior lighting and continued sorting and clearing areas. The pipes under the meeting space continue to have issues and Bob recommended not putting more funds into the structure until the Board determines what to do with the 28-acre property. The Board gave approval to donate the number of mattresses and toys. Discussion took place about not making small decisions on items until an overall determination is made. He suggested that staff reach out to the public beginning in October through the end of the year, assemble the data, and present the ideas to the Board in January for further direction for the property. Resident Shana Ball addressed the Board with the initial plan for the Police and Fire to build a facility on the property.

Trustee Havenar left the meeting.

Board Reports. Trustee Stuth shared information to identify the four pillars of the town (art, history, recreation, food/beverage) and information from the visit she and Trustee Currier held with Leadville officials about how they run Economic Development – a citizen run corporation to promote and assist business in the municipality.

Trustee Stuth also provided an update of the Master Plan revisions of documents taking place – community wide survey, RFP, advisory team role and that a postcard mailing will be conducted to distribute the survey.

Next Meeting (September 9) and Future Items

Convene to Executive Session. MOTION (Stuth, Farr) to convene to executive session at 7:30 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) – property offer. Roll call vote – ayes 4; nay 0. Motion passed.

Reconvene to Open Session. MOTION (Stuth, Farr) to reconvene to open. Roll call vote – ayes 4; nay 0. Motion passed.

Adjourn. MOTION (Stuth, Dawson) to adjourn at 7:51 PM. Motion passed.

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

RESOLUTION NO. 41-2021

**A RESOLUTION TO APPROVE 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 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, pursuant to the Town Code, the Town Board shall appoint, and fill any vacancies for, the members of the Parks Commission; and

WHEREAS, the Parks Commission considered applications in August and recommended the appointment of one individual to fill the vacancy to the vacant seat on the Parks Commission by a 4-0 vote.

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 recommendation from the Parks Commission is to fill the vacancy with resident Lindsey Leiker for the remaining term ending January 2023.

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 9TH DAY OF SEPTEMBER 2021.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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

Town of Palmer Lake Monthly Water Usage

**Month
Year**

**August
2021**

	Gallons	Acre Ft
Surface Water	4,297,000	13.19
Well A2	3,914,000	12.01
Well D2	0	0
Total	8,211,000	25.2
Avg. Gal/Day	265,000	0.81



**Release To Lake 8.39 AF Max Allowed = 8.4 AF / Month
Release Glen Park Evaporation 0 AF**

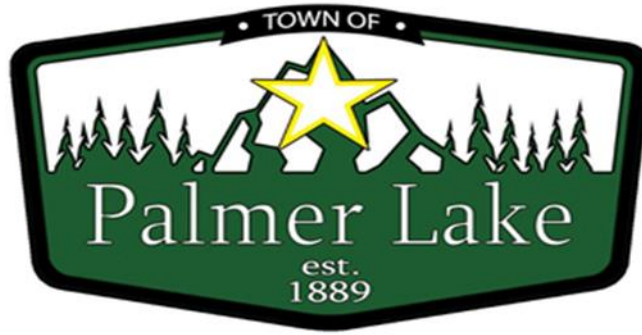
Total 8.39 AF

Dawn Collins

From: Jason D.
Sent: Thursday, September 02, 2021 11:07 AM
To: Dawn Collins
Subject: Aug Public Works Report

Graded roads
Patched Potholes
Cleaned ditches and drainage area for heavy rains
Cut tree limbs from ROW
Replaced and repaired street signs
Applying dust control
Performed routine maintenance on equipment
Graded roads at Living Word property
Emptied trash cans at Lake Rec. area, mowed grass and weed whipped in Park areas
Attended Parks Committee meetings
Programed Spruce Mt. Rd. project in FYs 25-26 through PPACG \$1.5 million total still needs to be approved By PPACG Board
Working with CDOT for \$200,000 in stimulus funds for next year for bridge upkeep
Attended Special events permit meetings
Worked on 2022 Public Works budget
Attended neighborhood meetings about drainage issues
Continued having involvement in the High St Drainage Study
Assisted in cleaning out Town Hall for roof repairs

Jason Dosch
Public Works Supervisor
Town Of Palmer Lake
719-499-3030

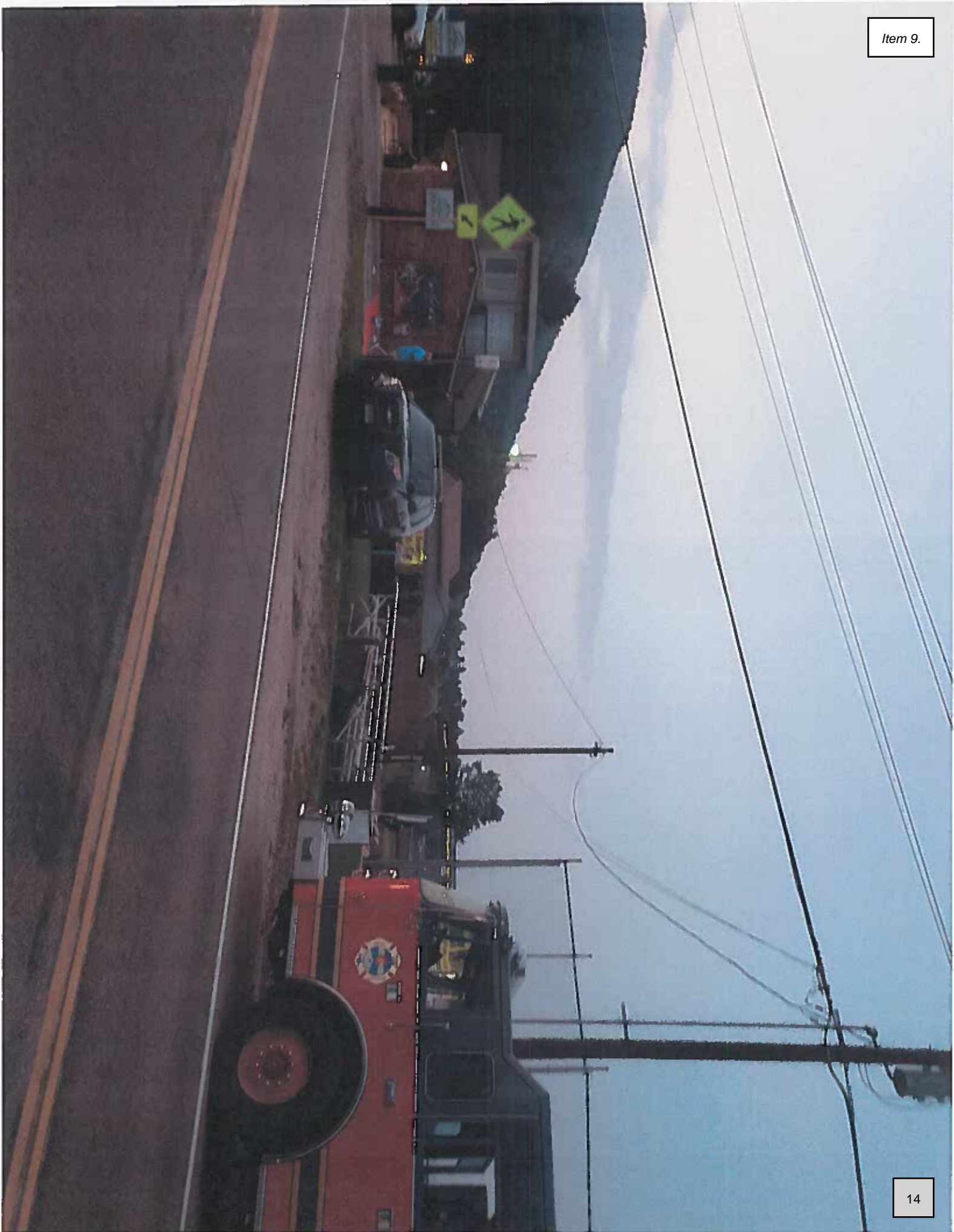


Board of Trustees Summary Sheet

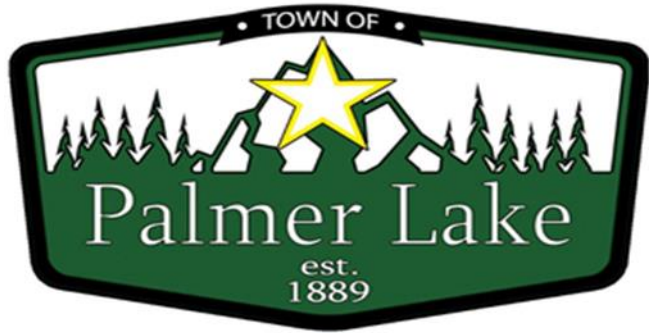
	September 2021
Title	Police Monthly Report
Action	N/A
Date	8/1-8/31/2021
Contact	J. Vanderpool
Summary	In the Month of August 2021, the PLPD conducted 150 traffic stops and issued 62 citations. Also, in the month of July, 1 Criminal violation was investigated.
Training	Officers attended different trainings this month to include, Anti-Harassment in the work place, and firearms training.
Photographs	The attached photographs are of one of the traffic accidents on the .
Other Actions	Officers handled numerous other calls this month, to include 1 Theft case, 1 Domestic Violence Assault, 2 burglary cases, Case, eluding case, 1 assault case, and 1 fraud case.
Active investigations	Palmer Lake PD officers are actively investigating 2 burglary cases as well as 2 crimes against children cases.
Calls for service	Officers responded to 503 calls for service this month. 461 of these calls were in the Town of Palmer Lake, 42 were outside of town.

Code Enforcement	Code enforcement officers have been notified and investigated and closed several different violations this month. Efforts to obtain compliance from local businesses is ongoing. We have several active “junk” ordinance cases several of these have risen to a letter being issued to the violator, as well as 2that will be cited in the coming weeks for non-compliance. Code Enforcement continues to work with the violators in an attempt to educate them in leu of citing them.
S.T.E.P.	S.T.E.P. has been very beneficial, as we did not respond to any traffic accident in the month of August.









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	09/01/2021														
Contact	Christopher McCarthy, Fire Chief														
Summary	<p>A pie chart illustrating the distribution of incident types for the Palmer Lake Fire Department. The largest slice is 'Rescue & Emergency...' at 81.58%. Other categories include 'False Alarm & False Call' (5.26%), 'Special Incident Type' (5.26%), 'Fires' (2.63%), 'Overpressure rupture,...' (2.63%), and 'Good Intent Call' (2.63%).</p> <table border="1"><thead><tr><th>Incident Type</th><th>Percentage</th></tr></thead><tbody><tr><td>Rescue & Emergency...</td><td>81.58%</td></tr><tr><td>False Alarm & False Call</td><td>5.26%</td></tr><tr><td>Special Incident Type</td><td>5.26%</td></tr><tr><td>Fires</td><td>2.63%</td></tr><tr><td>Overpressure rupture,...</td><td>2.63%</td></tr><tr><td>Good Intent Call</td><td>2.63%</td></tr></tbody></table>	Incident Type	Percentage	Rescue & Emergency...	81.58%	False Alarm & False Call	5.26%	Special Incident Type	5.26%	Fires	2.63%	Overpressure rupture,...	2.63%	Good Intent Call	2.63%
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Fires	2.63%														
Overpressure rupture,...	2.63%														
Good Intent Call	2.63%														

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2.63%
Overpressure rupture, explosion, overheat - no fire	1	2.63%
Rescue & Emergency Medical Service	31	81.58%
Good Intent Call	1	2.63%
False Alarm & False Call	2	5.26%
Special Incident Type	2	5.26%
TOTAL	38	100%

Significant Events:

21-0269 Dumpster Fire called in as a Residential Structure Fire. Fire contained to dumpster, no injuries or exposures involved.

First Shipment of new structural personal protective equipment arrived and is in service.

Training:

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

Total: 195 hours

Issues	None at this time
Budget Implications	None at this time
Other Issues	None at this Time
Motion	





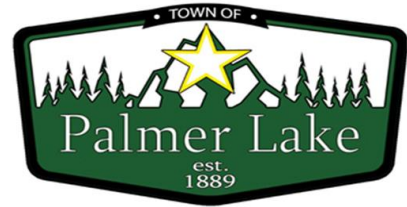






**ADMINISTRATION
CONTACT US REPORT - AUGUST - 2021**

	Submitted Time	First Name	Subject
1	08/02/2021 - 1:27pm	Atis	Explain Water Base Rate
2	08/03/2021 - 2:01pm	Lynn	Colorado Spirit CCP program extended
3	08/04/2021 - 1:55pm	Mark	Fishing at Palmer Lake
4	08/09/2021 - 7:12pm	Nakoa	Picnic Pavillion Reservation
5	08/11/2021 - 12:58pm	Daniel	Selling honey in town
6	08/20/2021 - 2:19pm	Nancy & John	Town Meetings
7	08/22/2021 - 1:28pm	Jerry	Reserve the pavilion at Lake
8	08/23/2021 - 9:44am	Andrew	Contractor License
9	08/23/2021 - 9:54am	mark	Speeding
10	08/27/2021 - 8:48am	Sarah	Gazebo & other questions
11	08/29/2021 - 12:24pm	Delma	Reserve pavilion
12	08/29/2021 - 3:51pm	Tyson	Pavilion Reservations and Grilling



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

DATE: September 9, 2021	ITEM NO.	SUBJECT:
Presented by: Julia Stambaugh, Deputy Town Clerk		SPECIAL EVENT – The 7 th Annual 2021 Palmer Lake .5K Run

Recommended Action

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

Background

The Palmer Lake Restoration Committee is seeking the Board’s approval to allow this event to take place at Palmer Lake Recreation Area. This year’s event will be held on Sunday, October 10, 2021, with a start time of approximately 10:30 am. This annual event is a fundraiser for Awake Palmer Lake, and designed to be a “race for the rest of us”, and is intended to be “a time of fun, good costumes and goodwill.” The route will begin at the east side parking lot, moving around the lake and across the pedestrian bridge. This “full 500-meter walk/run/crawl supported by a donut feed station at the halfway point, to carbo load for that home stretch, and a coupon for an age-appropriate beverage at O’Malley’s.”

Due to the COVID-19 restrictions in 2020, which cancelled the event, the coordinators are unsure as to the number of participants and spectators this year. Their target is around 500 – 700 people. Their staging and tee shirt sales will be setup at the lake’s Pavilion. The finish line will be to the west of the Pedestrian Bridge, where participants, and spectators, can visit sponsor booths/tents. The participants can then move on to O’Malley’s where they can visit additional sponsor booths and redeem their coupons. O’Malley’s will be sponsoring a beer garden on their property. It is not a part of the .5K Run, and no liquor licensing will be required by the event.

There will be 10-15 volunteers along the route to help direct the runners/walkers, as well as direct traffic to the public parking areas. The Police department requests the volunteers guide people to the crosswalks when crossing Highway 105. They, along with Fire, will also be monitoring the area, but instructed the event to dial 911 in the event of an emergency. The event does not anticipate the need for additional portable restrooms. The volunteers will begin clean-up soon after the run is complete.

The event coordinator is also requesting a waiver of the application fee of \$100.

2021 Palmer Lake .5K

- * Route in Yellow, event ends at O'Malley's Steak Pub;
- * Parking areas in Blue
- * Sponsor Booths in Green

Item 14.



Google Earth

© 2021 Google

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 42-2021

A RESOLUTION TO AUTHORIZE ACCEPTANCE AND FILING OF 2020 FINANCIAL AUDIT FROM GREEN & ASSOCIATES LLC FOR THE TOWN OF PALMER LAKE, COLORADO

WHEREAS, the Town of Palmer Lake, Colorado, is required to have a financial audit conducted; and

WHEREAS, Green & Associates LLC conducted the audit of financial statements of the governmental activities, the business-type activities, and each major fund including the related notes to the financial statements, for the year ending December 31, 2020.

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

- 1. The Town Administrator/Clerk is authorized to sign and respectfully file the 2020 audit conducted by Green & Associates LLC.
- 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.

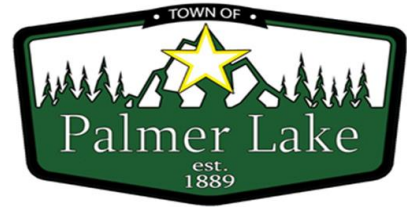
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9th DAY OF SEPTEMBER 2021.

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: September 9, 2021	ITEM NO.	SUBJECT: Resolution to Authorize Well Agreements for E-Rock LLC
Presented by: Town Administrator /Clerk		

Background

Earlier this year, during a Board discussion of residential wells, Mr. Ehrhardt requested two well permit applications be approved at the – then current – well permit rate. The Board stated that once land use applications were filed, this request will be considered. Thus, before you are two well permit applications and well agreements for your consideration. The current rate approved to the master fee schedule is \$5,600 –

RESIDENTIAL WELL PERMIT (subject to \$15,000 drilling allowance) \$20,600.00

However, at the time of Mr. Ehrhardt’s request, code stated a **\$50 fee** for a well permit. Kindly consider Kurt’s request along with two well agreements for properties at 818 Meadow Lane and 820 Meadow Lane, with completed approved land use applications.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 43-2021

A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH E-ROCK LLC FOR PROPERTY LOCATED AT 818 MEADOW LANE AND 820 MEADOW LANE, PALMER LAKE, COLORADO

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

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

WHEREAS, the Town is unable to provide water service to the property located 818 and 820 Meadow Lane; and

WHEREAS, E-Rock LLC has provided complete land use applications to build one single family residence on each of the property and requires approval for a residential well.

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 provide for a residential well agreement with E-Rock LLC as attached in Exhibit A and Exhibit B.
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 9th DAY OF SEPTEMBER 2021.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

WELL PERMIT AGREEMENT

THIS AGREEMENT is made this ___ day of September, 2021 by and between the Town of Palmer Lake (hereinafter, “TOWN”) and E-Rock LLC, whose address is 818 Meadow Lane, Palmer Lake (hereinafter “LANDOWNER”) collectively referred to as “PARTIES.”

RECITALS

WHEREAS, LANDOWNER is the owner of certain land generally located at Lot 39, Block 1, Elephant Rock Acres, Palmer Lake, within the boundaries of the TOWN, and with an address of 818 Meadow Lane, Palmer Lake.

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

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

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

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

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.
3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN’s water facilities, pay the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN’s sole discretion, plug and abandon the WELL at LANDOWNER’s sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN’s water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.

5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6” in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to install a meter to the WELL and, at least, annually present the reading to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges, and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

TOWN OF PALMER LAKE, COLORADO

MAYOR

ATTEST: _____
Dawn A. Collins
Town Administrator / Clerk

LANDOWNERS:

Representing E-Rock LLC

WELL PERMIT AGREEMENT

THIS AGREEMENT is made this ___ day of September, 2021 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E-Rock LLC, whose address is 820 Meadow Lane, Palmer Lake (hereinafter "LANDOWNER") collectively referred to as "PARTIES."

RECITALS

WHEREAS, LANDOWNER is the owner of certain land generally located at Lot 40, Block 1, Elephant Rock Acres, Palmer Lake, within the boundaries of the TOWN, and with an address of 820 Meadow Lane, Palmer Lake.

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

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

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

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

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.
3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.

5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6” in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to install a meter to the WELL and, at least, annually present the reading to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges, and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

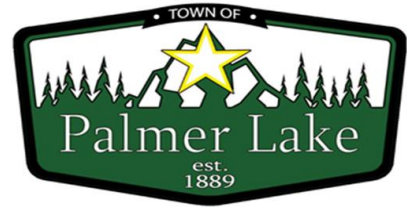
TOWN OF PALMER LAKE, COLORADO

MAYOR

ATTEST: _____
Dawn A. Collins
Town Administrator / Clerk

LANDOWNERS:

Representing E-Rock LLC



Item 18.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Resolution to Authorize IGA with Castle Rock for the Fire Dept
Presented by: Town Administrator /Clerk		

Background

Chief McCarthy has requested entering into an IGA with the Town of Castle Rock for apparatus repairs. Note the enclosed Fee Schedule for respective repair work.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 44-2021

A RESOLUTION TO AUTHORIZE SIGNING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PALMER LAKE FIRE DEPARTMENT AND THE TOWN OF CASTLE ROCK, 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 Fire Department desires to participate in an Intergovernmental Agreement (IGA) with the Town of Castle Rock for fire apparatus repair.

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 IGA for fire apparatus repair 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 9th DAY OF SEPTEMBER 2021.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND**

FOR FIRE AND EMERGENCY MEDICAL SERVICE MOTOR VEHICLE REPAIRS

This Intergovernmental Agreement (the "Agreement") is entered into this ____ day of ____ 2021, (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Fire and Rescue Department (the "Town"), whose address is 100 Wilcox Street, Castle Rock, Colorado, and _____ (the "Owner"), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is _____ . The Town and the Owner are each referred to herein as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Parties are authorized by Colorado law to cooperate and enter into Intergovernmental Agreements pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S § 29-1-203; and

WHEREAS, the Town's Public Safety Training Facility, located at 304 Malibu St., Castle Rock, Colorado, has vehicle repair facilities ("Service Facility"); and

WHEREAS, the Town is willing and able to provide motor vehicle maintenance and repair services to other governmental agencies as more particularly described in this Agreement and listed in the fee schedule attached as *Exhibit 1*; and

WHEREAS, Owner has need of motor vehicle maintenance and repair services on its vehicles and wishes to engage the Town's services; and

WHEREAS, the Parties desire to coordinate and express their agreement regarding motor vehicle maintenance services provided by the Town.

COVENANTS AND AGREEMENTS

1. **Services.** The Town shall provide to Owner the following services to Owner's motor vehicles, as requested by Owner, at or out of the Service Facility:
 - a. Perform repairs of motor, drive train, pump, and body of motor vehicles, which in the opinion of the Town Fire Department Division Chief of Logistics may be completed cost effectively at the Service Facility, subject to consultation with and prior consent of Owner's Representative;
 - b. Prepare and provide to Owner written estimates of the total cost of repairs; such written estimate may be communicated orally to the Owner's Representative and such oral communication (date, time, manner of consent, telephone number called and the name of the person giving consent) shall be noted on the invoice;

- c. Coordinate and perform preventive maintenance;
 - d. Order parts necessary for repairs and maintenance;
 - e. Arrange for and coordinate repairs through third-party facilities, subject to consultation with and prior consent of Owner's Representative;
 - f. Inspect and verify repairs performed by third-party facilities;
 - g. Coordinate and perform tire replacement;
 - h. Provide to Owner after-hours repair response for out-of-service vehicles and, if necessary, arrange for towing services;
 - i. Prepare and provide to Owner work orders with description of work performed and parts provided;
 - j. Prepare and provide to Owner a monthly invoice for services provided; and
 - k. Prepare and provide to Owner quarterly reports, for each vehicle, of repairs and maintenance performed, status of preventive maintenance, parts used, pending problems, and down time for repair and maintenance.
2. **Optional Services.** In addition, upon specific request, the Town shall provide to Owner the following optional services:
- a. Arrange for group aerial testing;
 - b. Conduct annual apparatus service tests; and
 - c. Provide consultation services for specification of new or refurbished equipment for an apparatus.
3. **Responsibilities.** Owner shall fulfill the following responsibilities:
- a. Designate in writing a representative through whom all communications between the Town and the Owner concerning vehicle maintenance and repair shall be directed, and who will have Owner's authority to consent orally and in writing to repairs, as provided in this Agreement;
 - b. Arrange for necessary personnel and deliver vehicles to the Town for service and repair at scheduled times;
 - c. Provide to the Town, not later than 60 days prior to the beginning of each calendar quarter, or at such other time as agreed, reports of required preventive maintenance

for each vehicle; and

- d. Payment and Invoicing:
- i. Pay invoices, upon receipt, according to the attached schedule of charges (*Exhibit 1*);
 - ii. Owner acknowledges responsibility for payment for all services rendered under this Agreement. Any warranty on work performed shall be through a third party manufacturer. The Town does not warrant any work performed under this Agreement. Payment for warranty work should be arranged with the manufacturer before commencement of services. In the event payment for warranty work is denied by vehicle manufacturer for any reason, Owner shall be responsible for payment for warranty services rendered hereunder.
- di. In the event Owner fails to pay an invoice within thirty (30) days of its date, then Owner shall pay interest on the unpaid balance at the rate of 18 percent per annum from the date of invoice.

4. **Term and Renewal of Agreement.** The term of this Agreement shall commence _____ and expire December 31, 2021. This Agreement may be renewed by the parties under the same terms and conditions for up to two additional one-year terms. The renewal shall be effected upon the execution of the Renewal Agreement in the form attached as *Exhibit 2*, which, if applicable shall update the fee/rate schedule. The Renewal Agreement must be fully executed prior to the December 31st expiration.

The Town shall have the right to terminate this Agreement at any time with 10 days' written notice to Owner by providing written notice to Owner of termination. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Services initiated before the expiration of this Agreement shall survive expiration of this Agreement and shall be completed pursuant to the terms of this Agreement unless Town gives Owner notice of termination of the service.

5. **Waiver.** Except as provided in this Agreement, if applicable, Owner waives his rights under the provisions of the Motor Vehicle Repair Act of 1977 (Section 42-9-101 et seq., C.R.S.) and of the Motor Vehicle Repair Act of 1977 (Section 42-11-101 et seq., C.R.S.).
6. **Termination.** This Agreement may be terminated by either Party upon 90 days' prior written notice of intent to terminate. The Town's obligations to complete any service in progress and the Owner's obligations to provide written consents to such service and pay for any services provided or commenced prior to the effective date of termination shall survive termination.

7. **Default/Remedies.** If either party fails to perform in accordance with the terms, covenants and conditions of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default and the defaulting party will have 15 days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such 15-day period and the defaulting party gives written notice to the non-defaulting party within such 15-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under the Agreement is not cured as described above, the non-defaulting party will have the right to pursue all available legal or equitable remedies.
8. **Entire Agreement and Amendment.** This Agreement represents the entire agreement of the parties and may not be amended except by a writing referencing this Agreement and signed by both Parties. All prior discussions, representations and understandings of the Parties pertaining to this subject matter are hereby merged into this Agreement.
9. **Authority.** These Parties represent that the individuals signing this Agreement on behalf of the Parties are fully authorized by their respective governing bodies, in compliance with the laws of the State of Colorado, to enter into this Agreement.
10. **Assignment.** This Agreement shall not be assigned in whole or in part by the Town without the prior written consent of Owner. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.
11. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Douglas County, Colorado.
12. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
13. **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town or the Owner, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or Owner and, in particular, governmental immunity afforded or available to the Town or Owner pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.
14. **No Third Parties.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and the Town, and nothing contained in this

Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Owner and the Town that any person other than Owner or the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 15. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David. L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Norris Croom, Fire Chief

OWNER:

By: _____

Its: _____

ATTEST:

Approved as to form:

By: _____

By: _____

Its: _____

Its: _____

CHARGES

Basic Shop Rates	
Labor Rate	\$150.00 / hour
Overtime Labor Rate	\$225.00 / hour
Holiday Labor Rate	\$300.00 / hour
Parts	Cost + 30%
Sublet Repairs	Cost + 30%
Acquisition Fee	\$56.00 per hour
Consultation Fee	\$56.00 per hour
Road Service Charges	
During Work Hours	\$150.00 / hour + Travel if over 50 miles
After Work Hours (2 Hour Minimum)	\$225.00 / hour + Travel if over 50 miles
Holiday Hours (2 Hour Minimum)	\$300.00 / hour + Travel if over 50 miles
Travel Charge – Over 50 miles	\$2.50 / mile
Preventative Maintenance Service	
Medic	\$600.00 + Parts + EPA
Pumper	\$900.00 + Parts + EPA
Aerial Chassis and Ladder	\$1,800.00 + Parts + EPA
Aerial Inspection – Hour Based	\$1,102.00 + Parts
Annual and Acceptance Testing	
Annual Pump Test	\$735.00
Annual Aerial Test	\$1,102.00
Pump Acceptance Test	\$1,102.00
Apparatus Weighing	Sublet Cost + 30% + \$150.00 / hour
Acceleration and Braking Test	\$150.00 / hour
Low Voltage Test	\$150.00 / hour
Line Voltage Test	\$150.00 / hour
Other Shop Fees and Services	
EPA Charge (Each service / major repair)	\$50.00
Pump Testing – Trailer/Station Rental	\$75.00 / hour or \$350.00 / day
Shop Supply Surcharge	\$50.00

NOTES

1. All annual testing, preventative maintenance, and repairs are performed as per NFPA 1911 *Standard for the Inspection, Maintenance, Testing, and Retirement of In-service Automotive Fire Apparatus*, 2007 edition.
2. Pump acceptance testing is performed as per NFPA 1901 *Standard for Automotive Fire Apparatus*, 2008 Edition.
3. No charge on returns due to warranty as related to poor workmanship or additional service performed for the same or related problem within a reasonable time. Warranty due to vendor or manufacturer parts failures or defects are subject to standard shop labor charges.
4. Owner's specialty tools may be 'loaned' to Castle Rock Fire for use on specialized apparatus repairs. Tools will be used, maintained and/or replaced by Castle Rock Fire. Specialty tools will remain Owner's property and shall be returned in the event that the contract should be terminated.
5. Work performed on an overtime basis must be by prior agreement of both parties.
6. Rates and Fees are subject to change at any time as deemed appropriate by Castle Rock Fire with 30 days written notice to Owners.

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 2

**RENEWAL OF
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND**

FOR FIRE AND EMERGENCY MEDICAL SERVICE MOTOR VEHICLE REPAIRS

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (Town).

CLICK OR TAP HERE TO ENTER TEXT., Click or tap here to enter text., Click or tap here to enter text. (“Owner”).

RECITALS:

A. The Town and Owner are parties to the Intergovernmental Agreement Between the Town of Castle Rock and _____ For Fire and Emergency Medical Service Motor Vehicle Repairs, attached as *Exhibit A* (the “Agreement”).

B. Pursuant to Section 4 of the Agreement, the parties may renew the Agreement under the same terms and conditions for an additional one-year term.

C. The parties desire to amend the Agreement to _____ and extend the term of the Agreement for an additional one-year term, expiring on December 31, 20__.

TERMS:

Section 1. Renewal of Agreement. Upon execution of this Renewal Agreement, the term of the Agreement be extended to December 31, 20__.

Section 2. Amendment. The rate and fee schedules set forth *Exhibit 1* of the Agreement is amended and replaced with the attached *Exhibit B-(RENEWAL YEAR)*.

Section 3. Remaining Terms. All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights for early termination.

(SIGNATURE PAGE TO FOLLOW)

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

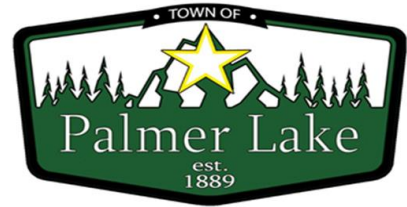
Norris Croom, Fire Chief

OWNER:

By: _____

Its: _____

EXEMPLAR – NOT FOR EXECUTION



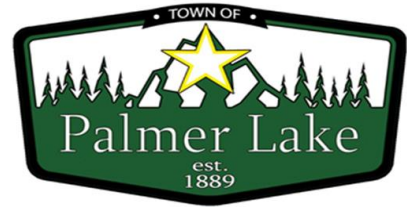
Item 19.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Update of IREA Electrical Replacement Project
Presented by: Town Administrator /Clerk		

Background

As reported at the last meeting, IREA is conducting a replacement/upgrade of the entire electrical system in Town. This is the first phase of a six year project. Staff reviewed the mapping and has eliminated/removed a number of the street lights based on Public Safety concerns. Additionally, proper lighting fixtures that comply with the dark sky ordinance will be replaced accordingly.



Item 20.

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

DATE: September 9, 2021	ITEM NO.	SUBJECT: Update and Authorize Survey for RR Required Fencing
Presented by: Town Administrator /Clerk		

Background

An agreement was previously signed between the Town and BNSF for the pedestrian bridge project, including the installation of a required fence alongside the railroad from the center of the bridge. Details for this requirement are being reviewed by staff and BNSF reps. Measuring distance from the field is unacceptable and a survey is required for the placement of the fence. A preconstruction review is also required to be conducted by BNSF staff. (Drawings included in the agreement are enclosed.)

Town staff requests authorization to move forward with the survey to identify exactly where the fence is required by the agreement.

