



## BOARD OF TRUSTEES MEETING

Thursday, January 22, 2026 at 6:00 PM

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

**\*LIVE STREAM available on Town website\***

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### AGENDA

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

***The Board of Trustees values public comment on issues relevant to Town government. To permit the fair and orderly expression of such comments, the Board will adhere to the following rules for public comment, whether for an agenda item or during public comment for non-agenda items brought by the public.***

***A speaker must be recognized by the Mayor to step to the podium, sign in, use the microphone, state name and address for the record, and address comments solely to the Board, as a whole.***

***Each speaker is limited to 3 minutes, cannot pool time with another, and each speaker may only speak once per topic. Civility and respect is required. Comments should not be directed to Town staff, individual Board members or to public members. Comments or disruption from audience members not recognized by the Mayor are prohibited. Points already made should not be duplicated. Only written comments limited to one page will be permitted. Public members are also invited to submit comments by email to be distributed to the Board separately. Note that comments submitted to the Board are public record. Please understand that the Board will listen and consider public comments; however, members will not discuss or take action on your comment but may refer it to staff and/or a future meeting for discussion.***

***Thank you for your cooperation.***

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**Call to Order**

**Roll Call**

**Invocation**

**Pledge of Allegiance**

**Introductions/Presentations**

1. Colorado Municipal League Presentation
2. Hinkle & Company - Jim Hinkle
3. Administer Oath of Office, Ofc. Alan Dominguez
4. Special Event Application - Awake the Lake Festival on the 4th

**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 January 8, 2026
6. Checks over \$15,000- Meyer & Sams, Inc. (\$19,585.60)

**Staff/Department Reports**

7. Attorney
8. Interim Town Administrator/Police Chief
9. Town Clerk/Administration

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

10. Continuation of Eligibility for Annexation for Petition Submitted by Crossing at Monument Creek aka Red Rock Acres Annexation

**Business Items**

11. Town of Palmer Lake Development Review Team
12. Resolution 10-2026 Approving a Contract for Professional Services with Chavez Consulting, LLC
13. Resolution 11-2026 Approving a Contract for Professional Services with CMI
14. Resolution 12-2026 Approving a Contract for Professional Services with GMS, Inc.
15. Discussion/Direction Illumination Point
16. Board Nomination/Appointment for Board of Adjustments
17. Discussion/Update - Questions received from Trustee Harris & Jurka -Status of Attorney Krob's replacement, Screening process for replacing Attorney Krob, Replacement for Accounting Clerk/ Financial Support, Responsibility for screening applicants, Code Compliance tracking and visibility, Backup for Town Clerk duties

**Public Comment** - *Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please be recognized to speak, sign in, and address the Board on matters not on the agenda. Thank you!*

**Board Reports****Next Meeting and Future Items - February 12th & 26th 2026****Convene to Executive Session**

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

**Reconvene to Open Session****Adjourn**

**Americans with Disabilities Act**

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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.



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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Special Event Application – Festival on the Fourth, APL
<b>Presented by:</b> Erica Romero Town Clerk		

**Background**

As Board members are aware, the Festival on the Fourth has been a significant event for the town, involving several resources of the town. Staff did receive a special event application from Awake Palmer Lake, due to the size of the event, the enclosed list of additional items was reviewed with the applicant. Please note the summary below.

The Festival on the Fourth is scheduled to take place from 4:00 pm to 9:00 pm on July 4<sup>th</sup>, 2026, at Centennial Park and Palmer Lake, with an anticipated attendance of 5,000-8,000 people. The event will offer a variety of attractions, including a beer garden, live entertainment, a vendor area, and a fireworks display. This event presents a unique opportunity for community engagement, boosts local commerce, and provides a fun and exciting experience for all. Due to the size and coordination required for this event, we reviewed and will meet monthly as a committee to discuss the enclosed list of requirements with the applicant. In addition to reviewing the requirements, we incorporated past event feedback and after-action recommendations to improve planning and execution. The discussion points included:

- The special event committee and its role in the review process.
- New and existing requirements, ensuring all necessary information is included in the special event application.
- An attached document outlining specific requirements due to the scale of the event.
- The creation of a detailed timeline/ benchmarks, along with ongoing committee meetings, to improve coordination and ensure the successful execution of the event for all stakeholders.

**Applicant is responsible for the following:**

1. **Railroad Cooperation:** For everyone's safety, the Union Pacific Railroad strongly encourages event organizers to plan activities. When a community event or activity is being planned, organizers should contact Union Pacific by completing their online form, found here: [Notify UP](#)

**Notification & Railroad Conditions:**

Please provide evidence of notification and any conditions that may be applied from the Railroad, including required documentation. Reference this link for community events: [UP: Community Event Notification](#)

Please provide documentation confirming that no conditions have been set by the Railroad. If conditions are required, please provide the details along with any necessary documentation.

Any conditions set by the Railroad must be executed and provided to the Town of Palmer Lake.

2. **Colorado Department of Transportation (CDOT) Cooperation:** As required please coordinate with CDOT to secure Colorado State Highway 105 to prevent parking congestion.

**Special Events | Colorado State Patrol**

Please provide documentation confirming that no conditions have been set by CDOT. If conditions are required, please provide the details along with any necessary documentation.

Any conditions set by the CDOT must be executed and provided to the Town of Palmer Lake.

3. **Plan for Parking, Ingress, and Egress Mitigation:** Please provide a detailed plan outlining how event staff/volunteers will manage parking, ingress, and egress.
4. **Parking and Traffic Management:** Vehicles must be strategically placed to ensure traffic on the north side of town exits through County Line Road, and traffic on the east side exits through Highway 105. There will need to be a designated ADA parking area. Please indicate all designated parking and placement of parking volunteers on site map.
5. **Signage for Parking, Ingress, and Egress:** Designate placement of signage displaying parking, ingress, and egress information for the event.
6. **Safety/Security Entities:** Applicant is required to provide additional safety and security, and it will be vetted and approved by the Palmer Lake Chief of Police.
7. **Evacuation Plan:** Applicant is required to follow the Town's evacuation plan for any emergency matter, which must be coordinated with/by PLPD and/or PLFD.
8. **Road Barricades and Fencing:** Applicant is responsible for providing and placing road barricades and fencing in strategic locations, as prescribed by PLPD, PLFD, and the PW-Roads department.
9. **Compensation for Off-Duty Personnel:** Applicant is responsible to compensate for all off-duty personnel assigned by the Town of Palmer Lake Police Department, Fire

Department, and any other necessary staff as designated by the Town of Palmer Lake for the event.

10. **Compensation for Personnel Mode of Transportation:** Applicant will be responsible to compensate for personnel modes of transportation as determined by PLPD (ATV/UTV rental), PLFD (electric bike).
11. **Self-Contained Lighting Towers:** Applicant will need to provide 4-5 self-contained lighting towers, placed at locations agreed to by Palmer Lake Police Department, for pedestrian safety during egress after the event. Lighting tower locations must be noted on the site map.
12. **Primary Point of Contact:** Applicant will provide a special event team and primary point of contact, names, cell number, and email address for coordination purposes for the day of the event.
13. **Site Map:** All items must be marked respectively on the event site map.

**Additionally, town staff will *coordinate* the following with the applicant:**

- **Special Event Application Packet:** Review, conditions, and consideration by the Board of Trustees (approval).
- **Traffic Plan:** A comprehensive traffic management plan to ensure smooth movement of attendees.
- **Latitude/Longitude of Launch Site:** PLFD will coordinate for the launch site for fireworks display.
- **Landing zone:** PLFD will designate space for helicopter landing zones, as required.
- **Mandatory Walkthrough:** Minimum of two weeks prior to the event.
- **Security Orientation:** Prior to the event, coordinated by PLPD.
- **Emergency routes:** As determined by PLPD and FD, barricaded streets for emergency access.



## SPECIAL BOARD OF TRUSTEES MEETING- EXECUTIVE SESSION

Thursday, January 08, 2026 at 5:00 PM

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

### MINUTES

**Call to Order/Roll Call** The meeting was called to order at 5:00pm Present: Mayor Dennis Stern; Trustees Roger Mosley, Tony Beltran, Atis Jurka, Beth Harris noted absent. Also Present: Town Attorney Scott Krob, Town Clerk Erica Romero, Interim Town Administrator/Police Chief Glenn Smith.

**Convene to Executive Session** – The Board convened in executive session pursuant to C.R.S. §24-6-402(4)(e) to discuss:

- Recruitment process and qualifications for the Town Administrator position with Strategic Government Resources (SGR) Marsha Reed
- Negotiation strategy related to fifth amendment contract for the purchase and sale Agreement with Twenty1Five LLC property purchase amendment to extend closing date.
- No formal action was taken during executive session.

**Reconvene/ Call to Order the Regular Scheduled Meeting at – at 6:05PM**

\_\_\_\_\_  
Mayor, Dennis Stern

\_\_\_\_\_  
ATTEST: Erica N. Romero, Town Clerk

1/8/2026

MEYER & SAMS, INC. DBA GMS INC

19,585.60

Nineteen Thousand Five Hundred Eighty Five Dollars and 60 Cents

MEYER & SAMS, INC. DBA GMS INC  
611 N. Weber Street  
Suite 300  
Colorado Springs CO 80903-1074

Vendor ID	Name	Payment Number	Check Date	Check Number		
MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	0003821	1/8/2026	51349		
Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid
2025-16	12/17/2025	Highway 105 Sidewalk	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
68	12/17/2025	General Engineering	\$10,439.10	\$10,439.10	\$0.00	\$10,439.10
69	12/19/2025	General Engineering	\$7,946.50	\$7,946.50	\$0.00	\$7,946.50

**Totals:** \$19,585.60      \$19,585.60      \$0.00      \$19,585.60

Vendor ID	Name	Payment Number	Check Date	Check Number		
MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	0003821	1/8/2026	51349		
Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid
2025-16	12/17/2025	Highway 105 Sidewalk	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
68	12/17/2025	General Engineering	\$10,439.10	\$10,439.10	\$0.00	\$10,439.10
69	12/19/2025	General Engineering	\$7,946.50	\$7,946.50	\$0.00	\$7,946.50

**Totals:** \$19,585.60      \$19,585.60      \$0.00      \$19,585.60

**MEYER & SAMS, INC.**  
**dba GMS, INC., CONSULTING ENGINEERS**  
**611 N. Weber Street, Suite 300**  
**Colorado Springs, CO 80903-1074**  
**719-475-2935 - 719-475-2938 (Fax)**

Town of Palmer Lake  
P.O. Box 205  
Palmer Lake, CO 80133

December 17, 2025  
Invoice No: 16

Project 2024-052 Town of Palmer Lake - Highway 105 Sidewalk Improvements


**Professional Services from July 26, 2025 to October 31, 2025**

Phase .401 Lump Sum Design

Revise proposed sidewalk and street parking configurations per CDOT responses; prepare for and attend Planning Commission (PC) workshop to review design approach for parking, traffic calming, aesthetics, pedestrian safety and business access.

Phase Fee	\$218,000.00	
Fee Previously Billed	\$96,150.00	
Fee Currently Due	\$1,200.00	
Fee to be Billed	\$120,650.00	
<b>Total This Phase</b>		<b>\$1,200.00</b>

**Total this Invoice      \$1,200.00**

 ACCOUNT# 10-51-6000-015 REIMB

**MEYER & SAMS, INC.**  
**dba GMS, INC., CONSULTING ENGINEERS**  
**611 N. Weber Street, Suite 300**  
**Colorado Springs, CO 80903-1074**  
**719-475-2935 - 719-475-2938 (Fax)**

Town of Palmer Lake  
P.O. Box 205  
Palmer Lake, CO 80133

December 17, 2025  
Invoice No: 68

Project 17071 Town of Palmer Lake-General Engineering

**Professional Services from September 27, 2025 to October 31, 2025**

Phase .000 General

Prepare for and attend weekly DRT meetings on land-use application processing, current projects, and required actions by staff, DRT members, and applicants; prepare for and attend meeting with Willans, the surveyor, the attorney, and staff regarding Town-owned Elephant Rock property development and proposed EcoSpa PD work, required surveys and drawings, PD process steps, surveyor submittals, MS4 applicability, CDOT access requirements, and multiple PD submittal procedures; research files for a CORA request related to the Lakeview Heights development.

**Professional Services**

	Hours	Rate	Amount
Senior Professional Engineer	9.80	\$206.00	\$2,018.80
Project Administrator	<u>.10</u>	\$126.00	<u>\$12.60</u>
	9.90		\$2,031.40
<b>Total Labor</b>			<b>\$2,031.40</b>

**Total This Phase**    **\$2,031.40**  
*Supplement - See page 4*

Phase .122 Albright Tedeschi Development

Prepare for and attend a meeting with staff, DRT, and the applicant to review current plans, proposed changes from previous development approach and plans, new code compliance requirements, and development submittal process checklists, document needs and timelines.

**Professional Services**

	Hours	Rate	Amount
Senior Professional Engineer	<u>1.80</u>	\$206.00	<u>\$370.80</u>
	1.80		\$370.80
<b>Total Labor</b>			<b>\$370.80</b>

**Total This Phase**    **\$370.80**  
ACCOUNT# 10-21-5109-046    *REIMB*

Phase .200 Mapping

Edit zoning maps and coordinate with CMI on implementing new zoning districts under the updated Town Code, including conversions for all parcels from old to new zones; update zoning maps to reflect new Zone District definitions and review all revisions for alignment with the new Town Code; complete updates to the zoning map, parcel labels and legend information to match the new zoning District structure.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	4.30	\$206.00	\$885.80	
Staff Engineer	5.10	\$147.00	\$749.70	
	9.40		\$1,635.50	
<b>Total Labor</b>				<b>\$1,635.50</b>
ACCOUNT# <u>10-21-5109</u>			<b>Total This Phase</b>	<b>\$1,635.50</b>

Phase .518 Fowler Branch (Lots 9, 10)

Review the latest drawings and comment responses from applicant and coordinate with DRT and staff to determine status and required next steps; review submitted drawings and responses and compile a summary of the applicant's current status regarding outstanding comments that still need to be addressed.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	3.20	\$206.00	\$659.20	
	3.20		\$659.20	
<b>Total Labor</b>				<b>\$659.20</b>
ACCOUNT# <u>10-21-5109</u>			<b>Total This Phase</b>	<b>\$659.20</b>

Phase .521 0 Brook Street Development

Coordinate with DRT and staff on reviewing submittal documents, applicant timelines for responding to technical and referral comments, and scheduling the project for Planning Commission meeting consideration; review submittal documents and drawings, including research on plat and easement legal processes; review submittal materials and prepare a comments memo; review CGS comments and coordinate with applicant on the submittal requirements for compliance with the comments; review preliminary applicant responses and reassess CGS comments and required geotechnical investigation compliance.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	18.60	\$206.00	\$3,831.60	
Administrative Support	.90	\$86.00	\$77.40	
	19.50		\$3,909.00	
<b>Total Labor</b>				<b>\$3,909.00</b>
ACCOUNT# <u>10-21-5109-045 REIMB</u>			<b>Total This Phase</b>	<b>\$3,909.00</b>

Phase .522 Red Rock Acres Development

Review annexation documents, maps, and drawings with DRT and staff; prepare for and attend a meeting with the applicant team to review submittals, new Town Codes, the new public-vote requirement for annexations, and related project impacts and timelines; review annexation drawings and documents, evaluate requirements under the Town Code, and prepare an annexation completeness memo; finalize with DRT and staff and issue the annexation completeness memo.

**Professional Services**

	Hours	Rate	Amount
Senior Professional Engineer	6.70	\$206.00	\$1,380.20
Design Technician 2	<u>3.00</u>	\$151.00	<u>\$453.00</u>
	9.70		\$1,833.20
<b>Total Labor</b>			<b>\$1,833.20</b>
ACCOUNT # <u>10-21-5109-043</u>		<b>Total This Phase</b>	<b>\$1,833.20</b>
		<u>REIMB</u>	

**Total this Invoice \$10,439.10**

**MEYER & SAMS, INC.**  
**dba GMS, INC., CONSULTING ENGINEERS**  
611 N. Weber Street, Suite 300  
Colorado Springs, CO 80903-1074  
719-475-2935 - 719-475-2938 (Fax)

Town of Palmer Lake  
P.O. Box 205  
Palmer Lake, CO 80133

December 17, 2025  
Invoice No. 68 Supplement

Page 4

Project 17071 Town of Palmer Lake - General Engineering

**Professional Services from September 27, 2025 to October 31, 2025**

Phase .000 - General

Prepare for and attend weekly DRT meetings on land-use application processing, current projects, and required actions by staff, DRT members, and applicants; research files for a CORA request related to the Lakeview Heights development.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	7.80	\$206.00	\$1,606.80	
Project Administrator	0.10	\$126.00	\$12.60	
	<u>7.80</u>		<u>\$1,619.40</u>	
<b>Total Labor</b>				<b>\$1,619.40</b>

ACCOUNT# 10-21-5109 Total This Phase \$1,619.40

Phase .000 - EcoSpa Development (Willan)

Prepare for and attend meeting with Willans, the surveyor, the attorney, and staff regarding Town-owned Elephant Rock property development and proposed EcoSpa PD work, required surveys and drawings, PD process steps, surveyor submittals, MS4 applicability, CDOT access requirements, and multiple PD submittal procedures.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	2.00	\$206.00	\$412.00	
	<u>2.00</u>		<u>\$412.00</u>	
<b>Total Labor</b>				<b>\$412.00</b>

ACCOUNT# 10-21-5109-044 Total This Phase \$412.00

**Total for Supplement \$2,031.40**

**MEYER & SAMS, INC.**  
**dba GMS, INC., CONSULTING ENGINEERS**  
611 N. Weber Street, Suite 300  
Colorado Springs, CO 80903-1074  
719-475-2935 - 719-475-2938 (Fax)

Town of Palmer Lake  
P.O. Box 205  
Palmer Lake, CO 80133

December 19, 2025  
Invoice No: 69

Project 17071 Town of Palmer Lake-General Engineering

**Professional Services from November 1, 2025 to November 28, 2025**

Phase .000 General

Coordinate with Design Review Team (DRT) and staff on PD resubmittal requirements and required documentation for EcoSpa development; prepare for and attend weekly DRT meetings on current and proposed development and land use projects; coordinate with DRT on Town's Elephant Rock and EcoSpa PD submittals; review potential new lot development of two lots on Oakdale Terrace; review PD documents for Town's Elephant Rock and EcoSpa developments and prepare comments for the upcoming Planning Commission meeting.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Professional Engineer	11.40	\$206.00	\$2,348.40
	<u>11.40</u>		<u>\$2,348.40</u>
<b>Total Labor</b>			<b>\$2,348.40</b>
		<b>Total This Phase</b>	<b>\$2,348.40</b>

*Supplement - see page 4*

Phase .200 Mapping

Update zoning maps to reflect recent municipal code and zoning district changes; coordinate with CMI on zoning map changes and compile draft versions of map as updates progress; review and revisions of draft maps

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Professional Engineer	.40	\$206.00	\$82.40
Staff Engineer	.10	\$147.00	\$14.70
Resident Representative	2.50	\$117.00	\$292.50
	<u>3.00</u>		<u>\$389.60</u>
<b>Total Labor</b>			<b>\$389.60</b>
ACCOUNT # <u>10-21-5109</u>		<b>Total This Phase</b>	<b>\$389.60</b>

Phase .400 Water

Research treatment options and coordinate site visit at the Surface Water (SW)WTP to discuss enhanced coagulation at request of Water Department staff; prepare for and attend meeting with Water Department staff at the SW WTP to review enhanced coagulation options to maximize surface water production, review of existing systems and equipment, floor space available for new systems and equipment and potential modifications to building, piping and SCADA systems.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	8.00	\$206.00	\$1,648.00	
	<u>8.00</u>		<u>\$1,648.00</u>	
<b>Total Labor</b>				<b>\$1,648.00</b>
ACCOUNT# <u>20-71-5109</u>			<b>Total This Phase</b>	<b>\$1,648.00</b>

Phase .518 Fowler Branch (Lots 9, 10)

Review drainage items for the Fowler Branch Road development; review revised submittal documents and responses to prior review comments; coordinate with applicant's engineer on requested information, responses to review comments and remaining issues.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	2.20	\$206.00	\$453.20	
Staff Engineer	2.50	\$147.00	\$367.50	
	<u>4.70</u>		<u>\$820.70</u>	
<b>Total Labor</b>				<b>\$820.70</b>
ACCOUNT# <u>10-21-5109</u>			<b>Total This Phase</b>	<b>\$820.70</b>

Phase .521 0 Brook Street Development

Coordinate with applicants on disturbed area requirements of Town's code and pre-construction disturbance allowance requests; coordinate with DRT and staff on code requirements and interpretations on the limits of allowable disturbed areas; review resubmittal documents; coordinate with applicants on resubmittal information and potential changes required; review applicant's responses to prior comments; review proposed easements and coordinate the Town's preferred sequence of recordation for easements and plat documents; review slope and stormwater control code requirements and their application to the proposed subdivision.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	13.30	\$206.00	\$2,739.80	
	<u>13.30</u>		<u>\$2,739.80</u>	
<b>Total Labor</b>				<b>\$2,739.80</b>
ACCOUNT# <u>10-21-5109-043</u>			<b>Total This Phase</b>	<b>\$2,739.80</b>

**Total this Invoice**      **\$7,946.50**

Outstanding Invoices

Number	Date	Balance
68	12/17/2025	\$10,439.10
<b>Total</b>		<b>\$10,439.10</b>

**MEYER & SAMS, INC.**  
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**611 N. Weber Street, Suite 300**  
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December 19, 2025  
Invoice No. 69 Supplement

Page 4

Project 17071 Town of Palmer Lake - General Engineering

**Professional Services from November 1, 2025 to November 28, 2025**

Phase .000 - General

Prepare for and attend weekly DRT meetings on current and proposed development and land use projects; review potential new lot development of two lots on Oakdale Terrace.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Professional Engineer	4.70	\$206.00	\$968.20	
	4.70		\$968.20	
<b>Total Labor</b>				<b>\$968.20</b>

ACCOUNT# 10-21-5109

**Total This Phase** **\$968.20**

Phase .000 - EcoSpa Development (Willan)

Coordinate with Design Review Team (DRT) and staff on PD resubmittal requirements and required documentation for EcoSpa development; coordinate with DRT on Town's Elephant Rock and EcoSpa PD submittals; review PD documents for Town's Elephant Rock and EcoSpa developments and prepare comments for the upcoming Planning Commission meeting.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Professional Engineer	6.70	\$206.00	\$1,380.20	
	6.70		\$1,380.20	
<b>Total Labor</b>				<b>\$1,380.20</b>

ACCOUNT# 10-21-5109-044

**Total This Phase** **\$1,380.20**

**Total for Supplement** **\$2,348.40**



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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Accounting for loan payments from WF to GF
<b>Presented by:</b> Christi Birkeland Management Specialist		

**Background**

In the 10/24 budget workshop, and again in the 12/11 board meeting, Trustee Moseley questioned why the loan payments from the WF to the GF do not show in the budget.

Staff would like to restate for the record the explanation provided in the 11/6 budget workshop.

You will not see principal repayments in the budget or in the financials because they are balance sheet transactions.

Principal payments on the GF loan are recorded as a credit to the loan receivable (10-00-1230) on the GF's balance sheet, not as revenue. See attached report. Only the interest portion of the payment is recognized as revenue to the General Fund.

Recording the principal as revenue in the budget would overstate income and is not in line with GASB (Governmental Accounting Standards Board) or GAAP (generally accepted accounting principles).

The town's loan payments are paid for and are accounted for properly. If they weren't, there would be a finding in the financial audit.

# Search a Specific GL Acct w Description

Item 9.

Journal Entry	Series	TRX Date	Account Number	Account Description
Debit Amount		Credit Amount	Originating Document Number	
Originating Master ID		Originating Master Name	Reference	
Description				
8392	Financial	10/31/2024	10-00-1230-000	Loan Receivable - Enterprise
\$0.00		\$14,374.06	IAJ000001638	
COBANK-CKG 9495		GF Water Loan Payment		GF Water Loan Payment
Bank Transaction Entry				
9793	Financial	4/24/2025	10-00-1230-000	Loan Receivable - Enterprise
\$0.00		\$14,517.80	IAJ000002021	
COBANK-CKG 9495		GF Water Loan Payment		GF Water Loan Payment
Bank Transaction Entry				
11353	Financial	10/29/2025	10-00-1230-000	Loan Receivable - Enterprise
\$0.00		\$14,662.98	IAJ000002415	
COBANK-CKG 9495		GF Loan Payment		GF Loan Payment
Bank Transaction Entry				



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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Town Clerk /Updates
<b>Presented by:</b> Erica Romero Town Clerk		

**Board and Commission Vacancy & Term Overview**

Update – All Applications were posted on Monday January 12, 2026, at this time we have received:

- One Application for Board of Adjustments being presented tonight.
- One Applicant Received for Parks Commission

**Follow up questions & Items**

Requested by Trustee Jurka - FCPA Summary

Trustee Moseley Questions 1/8/26- regarding Humana-Humana is dental, vision and life insurance.

Trustee Moseley Question 1/8/26- regarding water report- The town has 12 Amcobi Accounts; one for each town premise water tap. The larger bills include:

1. The library (66 Lower Glenway) which PPLD reimburses at 75%
2. The water treatment plant (600 Glenway Ave). Yes, the water department is a customer of itself and is billed like every other account

Fee Schedule – Forthcoming

**Workshop Calendar Items** – suggested items- requested board provide availability and items for list at 1/8/26 meeting.

- Development Review Committee 1/22
- CML/Board Training 1/22 tbd
- Setting the Agenda policy- tbd
- Board Conduct – Scott presented samples waiting for direction-
- Dark Sky – tbd waiting for direction
- Town Revenue – tbd

The combined recall/initiative election held in September 2025 resulted in several campaign finance complaints being filed by citizens on both sides of the issue. The town had no process for dealing with the complaints and quickly created a basic form and nominal procedures based on those of the Colorado Secretary of State to be able to respond to them. During the time the complaints were filed, there were staff resignations and thus the Town Clerk office staff, busy with facilitating and conducting the election and not able to devote the time needed to review the complaints, recruited an outside consultant to make a determination as to the validity and disposition of those complaints. While this took a long time to complete – and it should be noted that, under state statutes, complaints can be filed up to 6 months after the alleged violation occurred – determinations have been made, complainants have been notified, and what follows is a brief summary of the complaints and their dispositions. Copies of the complaint form and general information regarding the complaint process created by the town are attached to this memo.

It should be noted that the form, hastily created, was not as specific as it could have been and thus some of the information provided by complainants was difficult to pursue. Nonetheless, the responsibility for providing as much specific information as well as the burden of proof is on the complainant and in many circumstances, not enough information was provided to move the complaint beyond an initial review. (See recommendations at the end of this memo.)

Multiple complaints from various citizens focused on campaign signs and the allegations were that there was no disclaimer on them as required by law. These complaints were dismissed for a number of reasons. First and foremost, in order to notify the persons who created and posted the signs, one has to know whom to notify. In none of the complaints were any names provided, making it impossible to pursue the complaint with any person or persons. Additionally, the statute regarding the requirement for disclaimers – C.R.S. 1-45-107.5(5)(a) - requires a disclaimer if expenditures on communications exceeds \$1,000. Again, without knowing whom to contact, there is no way to ascertain the amount of money spent and thus the need for a disclaimer.

Related to this were several complaints that signs were placed by a committee or committees which had not registered without any information as to who might be representing such committee(s). One complaint did mention 'Friends & Neighbors' which, if it was an actual committee, did not register with the town clerk; however, without having been provided with information as to a contact, there was no way the complaint could be pursued. These complaints were also dismissed.

One complaint alleged a campaign sign was located within town hall close to a ballot box in violation of the Colorado Municipal Election Code of 1965. The complaint should have been dismissed as not being a campaign finance code violation; instead the complainant did receive an email indicating the following: the campaign sign was tucked into a space underneath a cabinet in a staff only area and in order to actually see the sign, an edge of which was barely visible, a person would have to stand at a particular location on the other side of the counter separating the public lobby space from staff office space. The sign was clearly not on display. Related to this was a complaint that a sign had been placed on town property and it is likely that the sign tucked away in town hall was that one which town staff had removed.

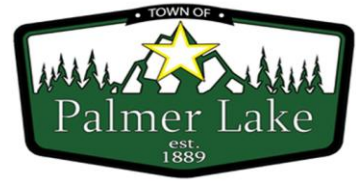
There were several complaints regarding issue committees Keep Palmer Lake Independent and Protect Palmer Lake.

- 1) One complaint alleged Keep Palmer Lake Independent had not registered with the town clerk; however, the Town Clerk received its registration form on July 2, 2025.
- 2) One complaint alleged that Protect Palmer Lake, created to oppose the initiative, only sent out flyers about Buc-cee's annexation when the initiative dealt with all annexations proposed in the future. While it is likely that, had not Buc-cee's potential annexation been an issue for Palmer Lake residents, the initiative regarding all future annexations would likely not have been on the ballot. Further, since no annexation had taken place, then Buc-cee's was a 'future' potential annexation. Citizens have the right to promote a particular position on any ballot item, whether it be narrow or broad.
- 3) One complaint alleged that Keep Palmer Lake Independent, created to oppose the recall of Trustees, Ball, Dreher, and Stern, was distributing flyers regarding the initiative, in violation of its original purpose. While the original purpose only dealt with the recalls, an amended purpose was filed on July 31, 2025, adding opposition to the initiative as another purpose of the committee. This was done in accordance with Rule 4.1, 8 CCR 1505-8, of the Secretary of State's rules. A copy of the amended purpose is available in the Town Clerk's office.

Thus, all of these complaints were dismissed.

Moving forward, it is suggested that:

- 1) The complaint form be revised to be more specific in regards to what is needed from the complainants in order to allow for complete review of the complaint.
- 2) A more detailed set of instructions be created for the complainants to explain the process that is followed when a complaint is filed, including minimum information required, timeframes, dispute of resolution by the town, among other items.
- 3) A set of instructions also be created for town staff who will deal with any future campaign finance complaints, outlining a process for reviewing the complaints, deadlines, among other items.
- 4) The Town Board consider the referral of all future campaign finance complaints to the Secretary of State as permitted by HB24-1283. Consideration would include a full discussion of the procedures required and the pros/cons of doing so.



# Fair Campaign Practice Laws Complaint Form

**SEPERATE FORMS MUST BE COMPLETED FOR EACH COMPLAINT**

Complainant's Name:

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*\*Note: complainants must be a registered voter\**

Complainant's Email Address:

---

Complainant Phone Number:

---

Complainant Street Address:

---

Complainant Zip Code:

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Name of the alleged violator(s):

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Date(s) of alleged violation:

---

Code provision allegedly violated:

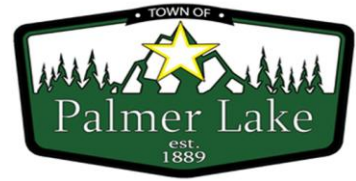
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Description of the offense allegedly committed and the basis for the allegation:

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Identification of any witnesses or persons with relevant knowledge. Please provide contact information for each witness or person identified, such as phone number, physical address, email address, etc. if available.

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Identification of any relevant documents or other evidence. Please attach copies of documents if available.

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**SEPERATE FORMS MUST BE COMPLETED FOR EACH COMPLAINT**

[info@Palmer-lake.org](mailto:info@Palmer-lake.org)

All complaints filed under this section will be reviewed in the following manner. Please note: if a complaint is dismissed at any stage, the process will end at that stage and will not proceed further. Review of a complaint may take up to thirty working days. If required the Town of Palmer Lake reserves the right to extend this period an additional 15 working days.

1. **Preliminary Review** – The complaint will first be reviewed to determine whether it meets the basic filing requirements.
2. **Evidentiary Review** – If the complaint proceeds, evidence provided will be reviewed for sufficiency and relevance.
3. **Investigation** – A formal investigation may be conducted to gather additional facts and assess the validity of the complaint.
4. **Decision by the Designated Election Official (DEO)** – A final determination will be made by the DEO.

**FCPA FILING GUIDE**  
**for**  
**ISSUE COMMITTEES**



**SPECIAL MUNICIPAL ELECTION**  
**SEPTEMBER 9, 2025**

Office of the Town Clerk  
Town of Palmer Lake  
42 Valley Crescent  
Palmer Lake, CO 80133  
(719) 481-2953

## CAMPAIGN REPORTING REQUIREMENTS

*Following is a BRIEF guide to the Fair Campaign Practices Act (FCPA). It is intended to be a summary of some of the laws and rules regarding the ACT and should not be a substitute for the Colorado Constitution, Colorado Revised Statutes. There are provisions of the Constitution and state laws that are not addressed here. **It is the responsibility of the committee to be familiar with all the requirements of the FCPA.***

### All reports are filed with the Town Clerk.

For more complete information, please see:

- Fair Campaign Practices Act CRS 1-45-101 et sec.
- Colorado Constitution Article XXVII
- Secretary of State Regulations

Any time money is received as a contribution or expended triggers the committee formation and filing requirements.

The FCPA has strict sanctions for late filing of reports and violations of campaign laws. It is the committee's responsibility to file all reports in a timely and accurate manner and to know the requirements of the FCPA.

Included with this guide are the most commonly-used forms. Please work directly with the Town Clerk to access any forms needed that may go beyond this guide.

Reporting dates are as follows:

- Committee Registration is due BEFORE you become a committee. This means receiving contributions or spending money.
- July 11, 2025 – Report due for period from formation of committee through July 6, 2025
- August 11, 2025 – Report due for period from July 7, 2025 through August 6, 2025.
- August 25, 2025 – Report due for period from August 7, 2025 through August 20, 2025
- October 9, 2025 - Report due for period from August 21, 2025 through October 4, 2025
- Committees that have funds on hand at the end of the last reporting cycle will continue to file until having a zero balance.

### IMPORTANT NOTE!

**Any committee formed in support or opposition of the initiated ordinance may only have activity on that specific issue. This election has two recalls as well as proposed candidates on the ballot. Support or opposition to the recalls, and support/opposition of the candidates will require a separate committee(s) and separate filings on a different reporting schedule.**

The most common forms you will use are:

- 1) New Committee Registration. This must be filed BEFORE receiving contributions or making expenditures.

2) Committee Report. This must be filed according to the dates shown above.

A committee may be an Issue Committee or Small-Scale Issue Committee. There are other types as well, and you should determine the appropriate type based on the statute and constitution.

**Receiving contributions.** A committee is required to be registered in order to accept contributions, including in-kind contributions. All committees must have a Registered Agent. A committee will remain open and be responsible for filing timely reports until terminated by the candidate.

Contribution limits do not apply to municipal elections. A contribution is defined as anything of value given, directly or indirectly, to a candidate and/or committee. Non-monetary contributions are assessed at the fair market value.

For contributions or donations made by check, the date the committee deposits the check into their account is the date of receipt. Committees must disclose contributions of less than \$20 on their report although itemization is not required. Committees must report, and itemize, contributions of \$20 or more (either one time contributions or contributions greater than \$20 in aggregate during a reporting period), including non-monetary (in-kind) contributions. Itemization means listing each contribution individually with the name and address of the contributor. Committees receiving contributions of \$100 or more from natural persons, including non-monetary contributions, must also include the occupation and employer of the contributor on the report. Contributors may make contributions using cash, check, money order, credit card, EFT, etc., but contributions in cash or coin exceeding \$100 are prohibited. Non-monetary donations of goods, equipment, supplies or services constitute contributions, and require disclosure.

Within 24 hours of receiving any contribution of \$1,000 or more within 30 days preceding the date of the election, the committee must file a *Notice of Major Contributor* form with the Town Clerk.

All contributions must be deposited in a financial institution and must not be co-mingled with any other funds.

**Expenditures** – An expenditure occurs when it is made, when it is obligated, or when a contract is established, whichever occurs first. Committees may not spend more than \$100 in cash or coin. Committees must itemize all expenditures of \$20 or more (either one time expenditures or expenditures greater than \$20 in aggregate during a reporting period).

**Sanctions – The Town Clerk shall impose a penalty of \$50 per day for late filings.** Sanctions begin the day after the report was due. Sanctions continue to accrue until the required information is filed. Candidates are personally liable for penalties imposed on the candidate committee.



December 16, 2025

Dear Adjacent Property Owner:

**RE: Crossing at Monument Creek (Formerly Known As Red Rock Acres)**

This letter is being sent to you because GTG Red Rock LLC is proposing a land use project near Palmer Lake, Colorado at the referenced location below and shown on the attached map. This information is being provided prior to a public hearing. The request being presented is consideration of annexation eligibility on 39.5 acres. The site is currently located in El Paso County; however, a petition to annex into the Town of Palmer Lake has been submitted. At the eligibility hearing, the Board of Trustees will only consider whether the property satisfies the requirements of the Colorado Constitution with respect to annexations.

<b>Location</b>	Southeast of Red Rock Ranch Drive and Highway 105
<b>Existing Use</b>	Vacant
<b>Proposed Use</b>	Annexation Eligibility

Please note that any items related to the annexation petition submittal can be reviewed at the Town of Palmer Lake, 42 Valley Crescent Street.

The Palmer Lake Board of Trustees will hear this proposal regarding annexation eligibility at the following public hearing:

**Board of Trustees Meeting**

Thursday, January 22, 2026

6:00 P.M.

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

\*Live stream available on Town Website\*

At that time, you will be given the opportunity to respond either for, against, or expressing no opinion in writing or in person at the public hearing.

Please direct any questions on the proposal to the Interim Town Administrator, Glen Smith at 719-481-2953 or via email [GSmith@palmer-lake.org](mailto:GSmith@palmer-lake.org).

# VICINITY MAP





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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .74

Total Postage and Fees  
 \$ 10.44

Sent To  
 STREET, BRIAN C.  
 Street and Apt. No., or PO Box No. 18755 ROCKBROOK RD  
 City, State, ZIP+4® PALMER LAKE, CO 80133

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .74

Total Postage and Fees  
 \$ 10.44

Sent To  
 BALDWIN, HEATHER  
 Street and Apt. No., or PO Box No. 5750 SIERRA STAR RD  
 City, State, ZIP+4® MONUMENT, CO 80132-8217

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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage  
 \$ .74

Total Postage and Fees  
 \$ 10.44

Sent To  
 ANDERSON, CAROLYN  
 Street and Apt. No., or PO Box No. 4750 SIERRA STAR RD  
 City, State, ZIP+4® MONUMENT, CO 80132-8217

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
CADIS, RICHARD E.  
Street and Apt. No., or PO Box No. 613 FOREST VIEW WAY  
City, State, ZIP+4® MONUMENT, CO 80132-8267

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
D. & B. MILLER FAMILY TRUST  
Street and Apt. No., or PO Box No. PO BOX 567  
City, State, ZIP+4® MONUMENT, CO 80133-0567

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
BRUBAKER, RACHEL M.  
Street and Apt. No., or PO Box No. 16710 CLOVEN HOOF DR  
City, State, ZIP+4® PALMER LAKE, CO 80133

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

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Sent To  
BERGERON, JAMES E.  
Street and Apt. No., or PO Box No. 3740 EL RANCHO WAY  
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Return Receipt (electronic) \$

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
BRUNSON, EUGENE  
Street and Apt. No., or PO Box No. 1110 FOREST VIEW WAY  
City, State, ZIP+4® MONUMENT, CO 50132-8266

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
DOBBI, JOY C.  
Street and Apt. No., or PO Box No. 18680 CLOVEN HOOF DR  
City, State, ZIP+4® PALMER LAKE, CO 80133

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



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Street and Apt. No., or PO Box No. EISENBERG LIVING TRUST  
611 FOREST VIEW WAY  
City, State, ZIP+4® MONUMENT, CO 80132-8267

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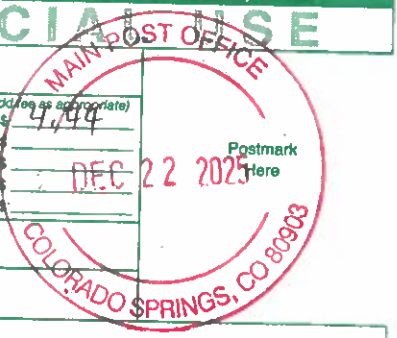
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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



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Street and Apt. No., or PO Box No. FALLS, DANIEL  
PO BOX 1506  
City, State, ZIP+4® PALMER LAKE, CO 80133-1506

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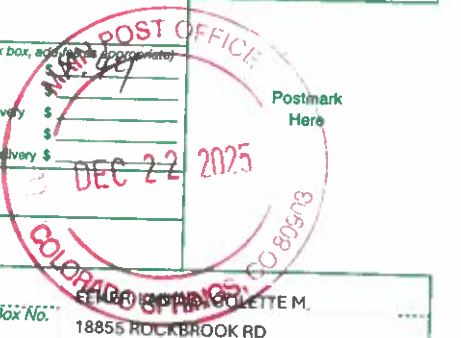
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<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.44
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



Sent To  
Street and Apt. No., or PO Box No. FERRIS, JESSICA GILLETTE M.  
18855 ROCKBROOK RD  
City, State, ZIP+4® PALMER LAKE, CO 80133-9033

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Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.44
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



Sent To  
Street and Apt. No., or PO Box No. SPURIN PROPERTIES, LLC  
2760 N. ACADAMEY BLVD, ST 302  
City, State, ZIP+4® COLORADO SPRINGS, CO 80917

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



Sent To  
Street and Apt. No., or PO Box No. DUNCAN REVOCABLE LIVING TRUST  
3680 EL RANCHO WAY  
City, State, ZIP+4® MONUMENT, CO 80132-8215

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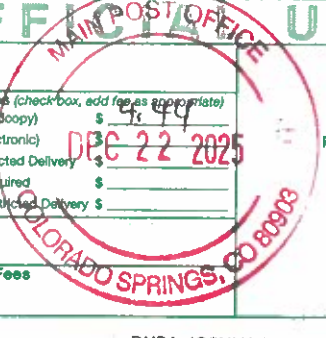
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<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 4.44
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ .74
Total Postage and Fees	\$ 10.44



Sent To  
Street and Apt. No., or PO Box No. DURA, JOSHUA A.  
6760 EL RANCHO WAY  
City, State, ZIP+4® MONUMENT, CO 80132-8214

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7022 2410 0000 3924 8525

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. GTG RED ROCK LLC  
8605 EXPLORER DR, ST 250

City, State, ZIP+4® COLORADO SPRINGS, CO 80920

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Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. HATHFIELD, JACQUELINE A.  
3685 EL RANCHO WAY

City, State, ZIP+4® MONUMENT, CO 80132-8282

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7022 2410 0000 3924 8495

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. HAY, PAULA  
615 FOREST VIEW WAY

City, State, ZIP+4® MONUMENT, CO 80132-8267

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. GRAY, KENNETH L.  
619 FOREST VIEW CT

City, State, ZIP+4® MONUMENT, CO 80132-8211

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Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. GRADNER, DAVID  
18886 ROCKBROOK RD

City, State, ZIP+4® PALMER LAKE, CO 80133-9033

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. FOREST VIEW ACRES WATER DISTRICT  
7995 E PRENTICE AVE, ST 103E

City, State, ZIP+4® ENGLEWOOD, CO 80111-2710

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
MOULDEN, BRAD S.  
3890 SIERRA VISTA RD  
MONUMENT, CO 80132-8217

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 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
BISZIKIAN TRUST  
PO BOX 446  
PALMER LAKE, CO 80133-0446

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7022 2410 0000 3924 8570

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Certified Mail Fee  
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Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
MCGINNIS REVOCABLE TRUST  
18795 ROCKBROOK RD  
PALMER LAKE, CO 80133-9055

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0000 3924 8556

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Certified Mail Fee  
\$ 5.30

Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
HECKEMEYER, DEREK R  
3665 SIERRA VISTA RD  
MONUMENT, CO 80132-8216

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 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
HINDLAUF, CHRISTOPHER D.  
1809 CLOVEN HOOF DR  
PALMER LAKE, CO 80133

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0000 3924 8594

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Extra Services & Fees (check box, add fees as appropriate)  
 Return Receipt (hardcopy) \$ 4.44  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Sent To  
MCGINNIS, MICHAEL J  
18815 ROCKBROOK RD  
PALMER LAKE, CO 80133

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0000 3924 8648  
7022 2410 0000 3924 8662  
7022 2410 0000 3924 8655

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 Street and Apt. No., or PO Box No. ....  
 OBRIEN, SALLY J & GIESE, JANET M  
 3860 SIERRA VISTA RD  
 MONUMENT, CO 80132-8217

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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 Street and Apt. No., or PO Box No. ....  
 NOWACKI, KATHAN  
 3615 EL RANCHO WAY  
 MONUMENT, CO 80132-8282

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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 Street and Apt. No., or PO Box No. ....  
 NELSON, STEVE  
 3750 EL RANCHO WAY  
 MONUMENT, CO 80132-8399

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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 Street and Apt. No., or PO Box No. ....  
 MYERS, DANIEL  
 617 FOREST VIEW CT  
 MONUMENT, CO 80132-8211

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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 Street and Apt. No., or PO Box No. ....  
 MURRAY, GIFFORD K.  
 3575 EL RANCHO WAY  
 MONUMENT, CO 80132-8282

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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 Street and Apt. No., or PO Box No. ....  
 MURPHY, BOB M  
 3501 EL RANCHO WAY  
 MONUMENT, CO 80132-8215

Sent To \$ 10.44  
 Total Postage and Fees \$ 24  
 Postage \$ 24

Adult Signature Restricted Delivery  
 Adult Signature Required  
 Certified Mail Restricted Delivery  
 Certified Mail Restricted Delivery (electronic)  
 Return Receipt (hardcopy)  
 Return Receipt (electronic)  
 Extra Services & Fees (check box, add fee as appropriate) \$ 4.44  
 Certified Mail Fee \$ 5.30

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. RUGGLES, DAN THEA M  
18775 ROCKBROOK RD

City, State, ZIP+4® PALMER LAKE, CO 80133-9033

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. SANDRA LEE VIOTT REVOCABLE TRUST  
3620 EL RANCHO WAY

City, State, ZIP+4® MONUMENT, CO 80132-8215

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Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. SCHULTZ LIVING TRUST  
PO BOX 1764

City, State, ZIP+4® MONUMENT, CO 80132-1764

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Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. RANCH LIVING INC  
1755 TELSTAR DR, ST 300

City, State, ZIP+4® COLORADO SPRINGS, CO 80920-1019

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. REESE, CURTIS E.  
PO BOX 66

City, State, ZIP+4® MONUMENT, CO 50132-0066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.44

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ .74

Total Postage and Fees \$ 10.44

Sent To

Street and Apt. No., or PO Box No. ROBERTS, EVAN E.  
3765 SIERRA VISTA RD

City, State, ZIP+4® MONUMENT, CO 80132-8216

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Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
FRUIT, ANDREW

Street and Apt. No., or PO Box No.  
PO BOX 1411

City, State, ZIP+4®  
BUENA VISTA, CO 81211-1411

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Certified Mail Fee  
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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
WEBER, SAMUEL CHRISTOPHER

Street and Apt. No., or PO Box No.  
PO BOX 21888

City, State, ZIP+4®  
MONUMENT, CO 80132-2188

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2889 90

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
WEBER, SAMUEL CHRISTOPHER

Street and Apt. No., or PO Box No.  
18890 ROCKBROOK RD

City, State, ZIP+4®  
PALMER LAKE, CO 80133-9033

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for instructions

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Certified Mail Fee  
\$ 5.30

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
SMITH, MICHAEL E.

Street and Apt. No., or PO Box No.  
3820 SIERRA VISTA RD

City, State, ZIP+4®  
MONUMENT, CO 80132-8217

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee  
\$ 5.30

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
BOPINACK, P.

Street and Apt. No., or PO Box No.  
18905 ROCKBROOK RD

City, State, ZIP+4®  
PALMER LAKE, CO 80133-9033

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee  
\$ 5.30

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 4.14

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage  
\$ .74

Total Postage and Fees  
\$ 10.44

Postmark Here  
DEC 22 2025  
COLORADO SPRINGS, CO 80903

Sent To  
VAN DER GUGTEN, KATHERYN

Street and Apt. No., or PO Box No.  
PO BOX 2744

City, State, ZIP+4®  
MONUMENT, CO 80132-2744

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 2500 9963

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**OFFICIAL USE**

Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$

**Total Postage and Fees**  
 \$

Sent To  
 Street and Apt. No., or PO Box No. WRIGHT, GREGORY L  
 1573 S. KRAMERIA ST  
 City, State, ZIP+4® DENVER, CO 80224

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0000 3924 8488

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Certified Mail Fee  
 \$ 5.30

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 4.40  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$ 7.4

**Total Postage and Fees**  
 \$ 10.44

Sent To  
 Street and Apt. No., or PO Box No. WADE, SHANE DEE  
 3815 SIERRA VISTA RD  
 City, State, ZIP+4® MONUMENT, CO 80132-8216

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 2500 9956

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Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$

**Total Postage and Fees**  
 \$

Sent To  
 Street and Apt. No., or PO Box No. WOLF, JAMES G.  
 610 FOREDT VIEW WAY  
 City, State, ZIP+4® MONUMENT, CO 80132-8266

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 2500 9949

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**OFFICIAL USE**

Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$

**Total Postage and Fees**  
 \$

Sent To  
 Street and Apt. No., or PO Box No. WILKINSON, ROBB  
 3840 SIERRA VISTA RD  
 City, State, ZIP+4® MONUMENT, CO 80132-8217

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 2500 9932

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**OFFICIAL USE**

Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$

**Total Postage and Fees**  
 \$

Sent To  
 Street and Apt. No., or PO Box No. WILKINS, JEREBREY TODD  
 3920 RANGE VIEW RD  
 City, State, ZIP+4® MONUMENT, CO 80132-8221

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 2500 9925

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**OFFICIAL USE**

Certified Mail Fee  
 \$

Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postage  
 \$

**Total Postage and Fees**  
 \$

Sent To  
 Street and Apt. No., or PO Box No. WHEATLEY, DARREN B  
 3210 6L RANCH WAY  
 City, State, ZIP+4® MONUMENT, CO 80132-8215

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Clerk to the Board Department  
1675 West Garden of the Gods  
Road, Suite 2201,  
Colorado Springs, CO 80907 ✓

Monument Fire District  
16055 Old Forest Point, Ste 102  
Monument, CO 80132 ✓

County Attorney- Kenneth R Hodges  
200 South Cascade Ave, Suite 150 ✓  
Colorado Springs, CO 80903-2208

Lewis Palmer School District 38  
Attention: Mark Andrews ✓  
PO Box 40  
Monument, CO 80132

Douglas County School District  
620 Wilcox St  
Castle Rock, CO 80104

Palmer Lake Sanitation Department  
120 Middle Glenway ✓  
Palmer Lake, CO 80133

Douglas County Attorney  
100 Third Street ✓  
Castle Rock, CO 80104

✓ = Received &  
Signed

Douglas Co Board of Commission  
Attention: Dan Dertz ✓  
100 Third St  
Castle Rock, CO 80104

El Paso County Attorney  
210 S. Tejon St., Ste 135 ✓  
Colorado Springs, CO 80903

El Paso CO Clerk  
Attention: Jackie Alred ✓  
1675 W Garden of the God's Rd, Ste  
2201  
Colorado Springs, CO 80907

Monument Sanitation District Office  
Attention Mark Parker ✓  
PO Box 205  
Monument, CO 80132

Monument FD - see green box below



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Tracking

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Remove X

Tracking Number:

9589071052702328806453

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 10:02 am on December 19, 2025 in MONUMENT, CO 80132.



Delivered, Left with Individual  
MONUMENT, CO 80132  
December 19, 2025, 10:02 am

See All Tracking History

What Do USPS Tracking Statuses Mean?

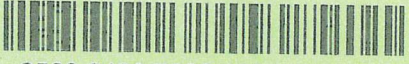
Get More Out of USPS Tracking:  
USPS Tracking Plus®

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Clerk to the Board Department  
1675 West Garden of the Gods  
Road, Suite 2201,  
Colorado Springs, CO 80907**



9590 9402 7206 1284 7310 54

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 84

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]*  Agent  Addressee

B. Received by (Printed Name) *Bob Brown* C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  Registered Mail™  
 Adult Signature  Registered Mail Restricted Delivery  
 Adult Signature Restricted Delivery  Certified Mail®  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Registered Mail Restricted Delivery

RECEIVED  
DEC 19 2025


Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**County Attorney- Kenneth R Hodges  
200 South Cascade Ave, Suite 150  
Colorado Springs, CO 80903-2208**



9590 9402 7206 1284 7310 47

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8058 52

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery *19 Dec 25*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  Registered Mail™  
 Adult Signature  Registered Mail Restricted Delivery  
 Adult Signature Restricted Delivery  Certified Mail®  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Registered Mail Restricted Delivery


Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Lewis Palmer School District 38  
Attention: Mark Andrews  
PO Box 40  
Monument, CO 80132**



9590 9402 7206 1284 7309 89

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8058 69

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]*  Agent  Addressee

B. Received by (Printed Name) *Linda Clifton* C. Date of Delivery *12-19-25*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  Registered Mail™  
 Adult Signature  Registered Mail Restricted Delivery  
 Adult Signature Restricted Delivery  Certified Mail®  
 Certified Mail Restricted Delivery  Signature Confirmation™  
 Collect on Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery Restricted Delivery  Registered Mail Restricted Delivery


Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Douglas County School District**  
**620 Wilcox St**  
**Castle Rock, CO 80104**



9590 9402 7206 1284 7310 09

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8063 85

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

X *[Signature]*

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Palmer Lake Sanitation Department**  
**120 Middle Glenway**  
**Palmer Lake, CO 80133**



9590 9402 7206 1284 7310 16

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8063 92

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

X *[Signature]*

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Mail Restricted Delivery

DEC 22 2025

USPS


PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Douglas County Attorney**  
**100 Third Street**  
**Castle Rock, CO 80104**



9590 9402 7206 1284 7310 23

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 0A

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

X *C Gordon*

B. Received by (Printed Name) C. Date of Delivery

*C Gordon* *12-19-25*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  Priority Mail Express®  
 Adult Signature  Registered Mail™  
 Adult Signature Restricted Delivery  Registered Mail Restricted Delivery  
 Certified Mail®  Signature Confirmation™  
 Certified Mail Restricted Delivery  Signature Confirmation Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Douglas Co Board of Commission**  
**Attention: Dan Dertz**  
**100 Third St**  
**Castle Rock, CO 80104**



9590 9402 8027 2305 7890 63

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 15

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *C Gordon*  Agent  Addressee

B. Received by (Printed Name) *C Gordon* C. Date of Delivery *12-19-25*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**El Paso County Attorney**  
**210 S. Tejon St., Ste 135**  
**Colorado Springs, CO 80903**



9590 9402 8027 2305 7890 56

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 22

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *[Signature]*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery *19 Dec 25*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**El Paso CO Clerk**  
**Attention: Jackie Alred**  
**1675 W Garden of the God's Rd, Ste 2201**  
**Colorado Springs, CO 80907**



9590 9402 8027 2305 7893 22

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 39

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *[Signature]*  Agent  Addressee

B. Received by (Printed Name) *Sutgar* C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

**RECEIVED**  
**DEC 19 2025**

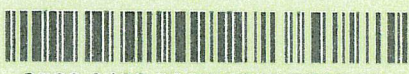
3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Monument Sanitation District Office**  
**Attention Mark Parker**  
**PO Box 205**  
**Monument, CO 80132**



9590 9402 8027 2305 7893 08

2. Article Number (Transfer from service label)

9589 0710 5270 2328 8064 46

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Handwritten Signature]*  Agent  
 Addressee

B. Received by (Printed Name) *Tom Lusk (Clerk)* C. Date of Delivery *12-19-25*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

9589 0710 5270 2328 8058 52

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OFFICIAL USE  
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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
County Attorney- Kenneth R Hodges  
200 South Cascade Ave, Suite 150  
Street and Apt. Colorado Springs, CO 80903-2208  
City, State, ZIP

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Item 10.

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
Lewis Palmer School District 38  
Attention: Mark Andrews  
PO Box 40  
Street and Monument, CO 80132  
City, State

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 84

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DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
Clerk to the Board Department  
1675 West Garden of the Gods  
Street and Apt. Road, Suite 2201,  
City, State, ZIP Colorado Springs, CO 80907

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8063 85

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
Douglas County School District  
620 Wilcox St  
Street and Apt. Castle Rock, CO 80104  
City, State, ZIP

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 53

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
Monument Fire District  
16055 Old Forest Point, Ste 102  
Street and Monument, CO 80132  
City, State

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 15

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To  
Douglas Co Board of Commission  
Attention: Dan Dertz  
100 Third St  
Street and Castle Rock, CO 80104  
City, State

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 22

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Domestic Mail Only

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To **El Paso County Attorney**  
**210 S. Tejon St., Ste 135**  
 Street and A  
**Colorado Springs, CO 80903**  
 City, State, Z

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 39

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

Item 10.

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To **El Paso CO Clerk**  
**Attention: Jackie Alred**  
**1675 W Garden of the God's Rd, Ste**  
 Street and A  
**2201**  
 City, State, Z  
**Colorado Springs, CO 80907**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 46

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To **Monument Sanitation District Office**  
**Attention Mark Parker**  
 Street and A  
**PO Box 205**  
 City, State, Z  
**Monument, CO 80132**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8063 92

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OFFICIAL USE  
DEC 17 2025

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To **Palmer Lake Sanitation Department**  
**120 Middle Glenway**  
 Street and A  
**Palmer Lake, CO 80133**  
 City, State,

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2328 8064 08

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OFFICIAL USE  
DEC 17 2025

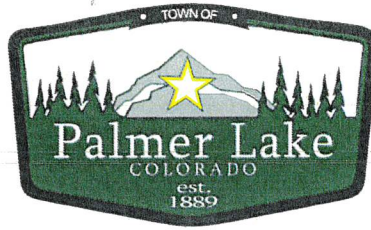
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage	\$

Sent To **Douglas County Attorney**  
**100 Third Street**  
 Street and A  
**Castle Rock, CO 80104**  
 City, State,

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



**TO:** Clerk of the Board of County Commissioners; County Attorney; Special Districts; School Districts

**FROM:** Erica N. Romero, Town Clerk

**DATE:** December 15, 2025

**RE:** Annexation Hearing — Official Notice of Continued Hearing

This memorandum serves as official notice pursuant to annexation notification requirements. Attached please find the Publication Notice, Resolution of Intent, and Petition related to the proposed annexation.

**Please be advised that the public hearing originally scheduled for December 11, 2025, has been continued to January 22, 2025.** As a result of this continuance, this memorandum and the attached documents shall serve as the official notice of the continued hearing date to all required parties, including the Clerk of the Board of County Commissioners, the County Attorney, and any special districts and school districts serving the area proposed to be annexed.

Should you have any questions or require additional information, please contact the Town Clerk's Office.

Respectfully,

Erica N. Romero  
Town Clerk  
Town of Palmer Lake

## ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 39.545 acres more or less.

2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:

a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 1205.63 feet contiguous to the Town of Palmer Lake.

b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.

c. The area for which annexation is sought will be urban in character in the near future.

d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.

e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.

f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.

g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.

h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

Subscribed and sworn to before me this 2nd day of January, 2025,

by Jim Byers\_\_\_\_\_.

*Erin Ganaway*  
Notary Public

My commission expires:  
2-27-27

ERIN GANAWAY  
Notary Public  
State of Colorado  
Notary ID # 20234007746  
My Commission Expires 02-27-2027





**EL PASO COUNTY - COLORADO**

7109000024  
RED ROCK RANCH DR

Total Market Value  
\$1,017,000

**OVERVIEW**

Owner: GTG RED ROCK LLC  
Mailing Address: 8605 EXPLORER DR STE 250 COLORADO SPRINGS CO, 80920  
Location: RED ROCK RANCH DR  
Tax Status: Taxable  
Zoning: RR-0.5 RR-2.5  
Plat No: -  
Legal Description: TRACT IN NE4SW4 LY E OF CO SCHOOL BUS RD KNOWN AS RED ROCK RANCH DR, SMALL TRI PIECE IN SE4SE4NW4 LY E OF CO RD SEC 9-11-67

**MARKET & ASSESSMENT DETAILS**

	Market Value	Assessed Value
Land	\$1,017,000	\$283,740
Improvement	\$0	\$0
Total	\$1,017,000	\$283,740

No buildings to show.

**LAND DETAILS**

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT LAND, 10.0 TO 34.99	27.900	20 Acres	\$1,017,000

**SALES HISTORY**

	Sale Date	Sale Price	Sale Type	Reception
+	12/21/2021	\$2,600,000	Vacant Land; Multiple Properties	221231271
+	03/02/2020	\$421,000	Arms-Length Sale	220029451

**TAX ENTITY AND LEVY INFORMATION**

County Treasurer Tax Information

Tax Area Code: **PEB** Levy Year: **2023** Mill Levy: **66.355**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.985	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719)520-6498
LEWIS-PALMER SCHOOL DISTRICT #38	37.500	BRETT RIDGWAY	(719)488-4705
PIKES PEAK LIBRARY DISTRICT	3.140	RANDALL A GREEN	(719)531-6333
TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT	18.400	ANDY KOVACS	(719)484-0911



No Photo Available



**Disclaimer**

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

**EL PASO COUNTY - COLORADO**

7109014003  
ROCKBROOK RD

Total Market Value  
\$1,065,952

**OVERVIEW**

Owner: GTG RED ROCK LLC  
 Mailing Address: 8605 EXPLORER DR STE 250 COLORADO SPRINGS CO, 80920-1013  
 Location: ROCKBROOK RD  
 Tax Status: Taxable  
 Zoning: RR-0.5  
 Plat No: R13864  
 Legal Description: PARCEL B AND TRACT OF LAND KNOWN AS ARAPAHOE WELL FORESTVIEW ACRES WATER DIST

**MARKET & ASSESSMENT DETAILS**

	Market Value	Assessed Value
Land	\$1,065,952	\$297,400
Improvement	\$0	\$0
Total	\$1,065,952	\$297,400

No buildings to show.

**LAND DETAILS**

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT LAND, 10.0 TO 34.99	27.900	33.69 Acres	\$1,065,952

**SALES HISTORY**

	Sale Date	Sale Price	Sale Type	Reception
+	12/21/2021	\$2,600,000	Vacant Land; Multiple Properties	221231271
+	11/20/2018	\$0	-	218135133
+	11/20/2018	\$0	-	218135132
+	11/20/2018	\$0	-	218135131
+	11/20/2018	\$631,000	-	218135129
+	11/02/2016	\$0	-	216713864

**TAX ENTITY AND LEVY INFORMATION**

County Treasurer Tax Information

Tax Area Code: PED Levy Year: 2023 Mill Levy: 66.355

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.985	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719)520-6498
LEWIS-PALMER SCHOOL DISTRICT #38	37.500	BRETT RIDGWAY	(719)488-4705
PIKES PEAK LIBRARY DISTRICT	3.140	RANDALL A GREEN	(719)531-6333
TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT	18.400	ANDY KOVACS	(719)484-0911
PALMER LAKE SANITATION DISTRICT	0.000	BECKY ORCUTT	(719)481-2732



No Photo Available



**Disclaimer**

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

# BARRON LAND, LLC

## LEGAL DESCRIPTION: RED ROCK ANNEXATION

A parcel of land being a portion of the SW 1/4 and the SE 1/4 of Section 9, Township 11 South, Range 67 West of 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows:

BEGINNING at a point on the North-South Center Section line of said Section 9, from which the Center Quarter corner of said Section 9 bears N 00°12'16" E, (Bearings are based upon the West line of the Southeast Quarter, Section 9, Township 11 South, Range 67 West of the 6th P.M., monumented on the North with a No. 6 rebar and 2.5" aluminum cap stamped "23875" and on the South with a 3.25" BLM brass cap stamped "1961" and is assumed to bear S 00°12'16" W, a field measured distance of 2649.40 feet) a distance of 934.88 feet;  
 thence N 80°53'36" W, a distance of 326.72 feet;  
 thence S 89°24'31" W, a distance of 288.53 feet, to a point on the Easterly right of way line of Red Rock Ranch Drive as established in that Deed recorded March 12, 1971, in Book 2395 at Page 210, under Reception No. 787633 in the official records of the El Paso County Clerk and Recorder;  
 thence along the said Easterly right of way line the following six (6) courses:

- 1) 345.48 feet along the arc of a 780.00 foot radius curve to the left, having a central angle of 25°22'39" and a chord that bears N 21°26'51" E, a distance of 342.66 feet;
- 2) N 08°45'11" E, a distance of 374.00 feet;
- 3) 259.22 feet along the arc of a 420.00 foot radius curve to the right, having a central angle of 35°21'44" and a chord that bears N 26°26'40" E, a distance of 255.12 feet;
- 4) N 44°06'48" E, a distance of 344.27 feet;
- 5) 156.54 feet along the arc of a 196.66-foot radius curve to the left, having a central angle of 45°36'22" and a chord that bears N 21°22'44" E, a distance of 152.44 feet;
- 6) N 01°27'24" W, a distance of 203.41 feet;
- 7) N 38°37'35" E, a distance of 33.41 feet, to a point on the southwesterly right of way line of State Highway 105;

thence S 52°19'28" E along said southwesterly right of way line, a distance of 1205.63 feet, to the northwest corner of Lot 1, Merrick Subdivision, filed for record on September 24, 1997, under Reception No. 97106988 in the official records of the El Paso County Clerk and Recorder;  
 thence S 38°48'38" W along the northwesterly boundary line of said Merrick Subdivision, a distance of 344.56 feet to the southwest corner of Lot 2, Merrick Subdivision;  
 thence S 38°43'56" W, a distance of 123.41 feet;  
 thence S 22°33'17" W, a distance of 113.54 feet;  
 thence S 87°07'09" E, a distance of 204.54 feet to a point on the Westerly right of way line of Bockbrook Road as established in that Dedication Plat of a Road Right of Way Known as Rockbrook Road recorded January 5, 1971, in Plat Book P-2 at Page 23, under Reception No. 774171; thence along the said Easterly right of way line the following two (2) courses:

- 1) 56.15 feet along the arc of a 102.76 foot radius curve to the left, having a central angle of 31°18'34" and a chord that bears S 13°07'34" E, a distance of 55.46 feet;
- 2) S 28°17'42" E, a distance of 776.41 feet;

# BARRON LAND, LLC

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thence S 89°04'39" W leaving said Easterly right of way line, a distance of 429.28 feet;  
thence N 00°55'21" W, a distance of 144.88 feet;  
thence N 43°56'19" W, a distance of 132.45 feet;  
thence N 78°32'13" W, a distance of 688.29 feet;  
to the POINT OF BEGINNING.

EXCEPT that portion contained in Subdivision Exemption Survey noted as Parcel A recorded November 2, 2016, under Reception No. 216713864;

AND EXCEPT that portion contained in Warranty Deed recorded August 21, 1991, in Book 5873, at Page 767.

Containing a calculated area of 1,722,597 square feet, 39.545 acres of land, more or less.

## Polyline Report

Tue, Dec 24 2024 7:13:04 AM

Northing	Easting	Bearing	Distance
1463691.89	3178115.09		
		N 80°53'36" W	326.72
1463743.60	3177792.49		
		S 89°24'31" W	288.53
1463740.62	3177503.98		
		Radius: 780.00 Chord: 342.66 Degree: 7°20'44" Dir: Left	
		Length: 345.48 Delta: 25°22'39" Tangent: 175.62	
		Chord BRG: N 21°26'51" E Rad-In: N 55°51'50" W Rad-Out: N 81°14'29" W	
		Radius Point: 1464178.32,3176858.37	
1464059.55	3177629.27		
		N 08°45'11" E	374.00
1464429.20	3177686.19		
		Radius: 420.00 Chord: 255.12 Degree: 13°38'31" Dir: Right	
		Length: 259.22 Delta: 35°21'44" Tangent: 133.89	
		Chord BRG: N 26°26'40" E Rad-In: S 81°14'12" E Rad-Out: S 45°52'27" E	
		Radius Point: 1464365.21,3178101.28	
1464657.63	3177799.80		
		N 44°06'48" E	344.27
1464904.80	3178039.44		
		Radius: 196.66 Chord: 152.44 Degree: 29°08'04" Dir: Left	
		Length: 156.54 Delta: 45°36'22" Tangent: 82.68	
		Chord BRG: N 21°22'44" E Rad-In: N 45°49'05" W Rad-Out: S 88°34'33" W	
		Radius Point: 1465041.86,3177898.41	
1465046.74	3178095.01		
		N 01°27'24" W	203.41
1465250.09	3178089.83		
		N 38°37'35" E	33.41
1465276.19	3178110.69		
		S 52°19'28" E	1205.63
1464539.33	3179064.93		
		S 38°48'38" W	344.56
1464270.83	3178848.97		
		S 38°43'56" W	123.41
1464174.56	3178771.76		
		S 22°33'17" W	113.54
1464069.71	3178728.21		
		S 87°07'09" E	204.54
1464059.43	3178932.49		
		Radius: 102.76 Chord: 55.46 Degree: 55°45'25" Dir: Left	
		Length: 56.15 Delta: 31°18'34" Tangent: 28.80	
		Chord BRG: S 13°07'34" E Rad-In: S 87°28'18" E Rad-Out: N 61°13'09" E	
		Radius Point: 1464054.90,3179035.15	
1464005.42	3178945.08		
		S 28°17'42" E	776.41
1463321.78	3179313.11		
		S 89°04'39" W	429.28

1463314.87	3178883.89	N 00°55'21" W 144.88
1463459.72	3178881.56	N 43°56'19" W 132.45
1463555.10	3178789.65	N 78°32'13" W 688.29
1463691.89	3178115.09	

Closure Error Distance > 0.0000  
Total Distance > 6550.71  
Polyline Area: 1727025.54 sq ft, 39.65 acres

Exhibit C  
Name of Addresses of Property Owners within 300' of the Boundary

NAME	ADDRESS	CITY	STATE	ZIP
ANDERSON, CAROLYN	3750 SIERRA VISTA RD	MONUMENT	CO	80132-8217
BALDWIN, HEATHER	3780 SIERRA VISTA RD	MONUMENT	CO	80132-8217
BAXTER, BRIAN C.	18755 ROCKBROOK RD	PALMER LAKE	CO	80133
BERGERON, JAMES E.	3740 EL RANCHO WAY	MONUMENT	CO	80132-8215
BRONSON, ERIC J.	616 FOREST VIEW WAY	MONUMENT	CO	50132-8266
BRUBAKER, RACHEL M/	18704 ROCKBROOK RD	PALMER LAKE	CO	80133
CADIS, RICHARD E.	613 FOREST VIEW WAY	MONUMENT	CO	80132-8267
D & B MILLER FAMILY TRUST	PO BOX 567	PALMER LAKE	CO	80133-0567
DOBAL, JOY C.	18680 CLOVEN HOOF DR	PALMER LAKE	CO	80133
DORMAN PROPERTIES, LLC	2760 N. ACADAMEY BLVD, ST 302	COLORADO SPRINGS	CO	80917
DUNCAN REVOCABLE LIVING TRUST	3680 EL RANCHO WAY	MONUMENT	CO	80132-8215
DURA, JOSHUA A.	6760 EL RANCHO WAY	MONUMENT	CO	80132-8214
EISENBERG LIVING TRUST	611 FOREST VIEW WAY	MONUMENT	CO	80132-8267
FALLS, DANIEL	PO BOX 1506	PALMER LAKE	CO	80133-1506
FEHER-LANING, COLETTE M.	18855 ROCKBROOK RD	PALMER LAKE	CO	80133-9033
FOREST VIEW ACRES WATER DISTRICT	7995 E PRENTICE AVE, ST 103E	ENGLEWOOD	CO	80111-2710
GARDNER, DAVID	18886 ROCKBROOK RD	PALMER LAKE	CO	80133-9033
GRAY, KENNETH L.	619 FOREST VIEW CT	MONUMENT	CO	80132-8211
GTG RED ROCK LLC	8605 EXPLORER DR, ST 250	COLORADO SPRINGS	CO	80920
HATFIELD, JACQUELINE A.	3685 EL RANCHO WAY	MONUMENT	CO	80132-8282
HAY, PAULA	615 FOREST VIEW WAY	MONUMENT	CO	80132-8267
HECKEMEYER, DEREK R.	3885 SIERRA VISTA RD	MONUMENT	CO	80132-8216
HRYDLAUFF, CHRISTOPHER D.	18710 CLOVEN HOOF DR	PALMER LAKE	CO	80133
KUPKA FAMILY REVOCABLE TRUST	18795 ROCKBROOK RD	PALMER LAKE	CO	80133-9055
MCGINNIS, MICHAEL F.	18815 ROCKBROOK RD	PALMER LAKE	CO	80133
MOULDEN, BRAD S.	3890 SIERRA VISTA RD	MONUMENT	CO	80132-8217
MOZIK LIVING TRUST	PO BOX 446	PALMER LAKE	CO	80133-0446
MURPHY, ROLLIN	3550 EL RANCHO WAY	MONUMENT	CO	80132-8215

MURRAY, GIFFORD K.	3575 EL RANCHO WAY	MONUMENT	CO	80132-8282
MYERS, DANIEL	617 FOREST VIEW CT	MONUMENT	CO	80132-8211
NELSON, STEVE	3750 EL RANCHO WAY	MONUMENT	CO	80132-8399
NOWACKI, KAJETAN J.	3615 EL RANCHO WAY	MONUMENT	CO	80132-8282
OBRIEN, SALLY J. & GIESE, JANET M.	3860 SIERRA VISTA RD	MONUMENT	CO	80132-8217
RANCHO LIVING INC	1755 TELSTAR DR, ST 300	COLORADO SPRINGS	CO	80920-1019
REESE, CURTIS E.	PO BOX 66	MONUMENT	CO	50132-0066
ROBERTS, EVAN E.	3765 SIERRA VISTA RD	MONUMENT	CO	80132-8216
RUGGLES, MATTHEW H.	18775 ROCKBROOK RD	PALMER LAKE	CO	80133-9033
SANDRA LEE WOTT REVOCABLE TRUST	3620 EL RANCHO WAY	MONUMENT	CO	80132-8215
SCHULTZ LIVING TRUST	PO BOX 1764	MONUMENT	CO	80132-1764
SMITH, MICHAEL E.	3820 SIERRA VISTA RD	MONUMENT	CO	80132-8217
TATUM, JACK P.	18905 ROCKBROOK RD	PALMER LAKE	CO	80133-9033
TRUITT, ANDREW	PO BOX 1411	BUENA VISTA	CO	81211-1411
VAN DER GUGTEN, KATHERYN	PO BOX 2744	MONUMENT	CO	80132-2744
WADE, SHANE DEE	3815 SIERRA VISTA RD	MONUMENT	CO	80132-8216
WEBER, SAMUEL CHRISTOPHER	18890 ROCKBROOK RD	PALMER LAKE	CO	80133-9033
WELLES LOA KAY LIVING TRUST	PO BOX 21888	MONUMENT	CO	80132-2188
WHEATLEY, DARREN R.	3710 EL RANCHO WAY	MONUMENT	CO	80132-8215
WILKINS, JEFFEREY TODD	3620 RANGE VIEW RD	MONUMENT	CO	80132-8221
WILKINSON, ROBB	3840 SIERRA VISTA RD	MONUMENT	CO	80132-8217
WOLF, JAMES G.	610 FOREDT VIEW WAY	MONUMENT	CO	80132-8266
WRIGHT, GREGORY L.	1573 S. KRAMERIA ST	DENVER	CO	80224

**TOWN OF PALMER LAKE, COLORADO  
RESOLUTION NO. 62- 2025  
A RESOLUTION INITIATING ANNEXATION PROCEEDINGS AND SETTING A HEARING  
TO DETERMINE THE ELIGIBILITY OF CERTAIN LANDS SOUGHT TO BE ANNEXED  
(Monument Crossing aka Red Rock Annexation)**

**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**, on or about January 2, 2025 the Town Clerk received a petition for annexation and annexation map, from Jim Byers, that substantially complies with the applicable requirements for annexation petitions, including but not limited to Section 31-12-12-107, C.R.S., and Section 30(1)(b) of Article II of the Colorado Constitution; and

**WHEREAS**, the petition and the annexation map depicting the areas the petitioner seeks to annex are attached as Exhibit A; and

**WHEREAS**, the Town Clerk has brought the annexation petition and annexation map to the attention of the Board of Trustees.

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


1. Annexation proceedings are initiated upon the petition for annexation and the annexation map attached as Exhibit A for the real property described in Exhibit A.
2. Pursuant to the provisions of Section 31-12-108, C.R.S., a hearing is hereby set for December 11, 2025, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard by the Palmer Lake Board of Trustees at the Palmer Lake Town Hall located at 28 Valley Crescent St, Palmer Lake Colorado to determine if the proposed annexations comply with Section 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of such statutes.

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 23rd DAY OF OCTOBER 2025.**

ATTEST:

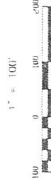
  
\_\_\_\_\_  
Erica N. Romero  
Town Clerk

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
Dennis Stern  
Mayor

# RED ROCKS ACRES NORTH ANNEXATION MAP

LOCATED IN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M.  
COUNTY OF EL PASO, STATE OF COLORADO

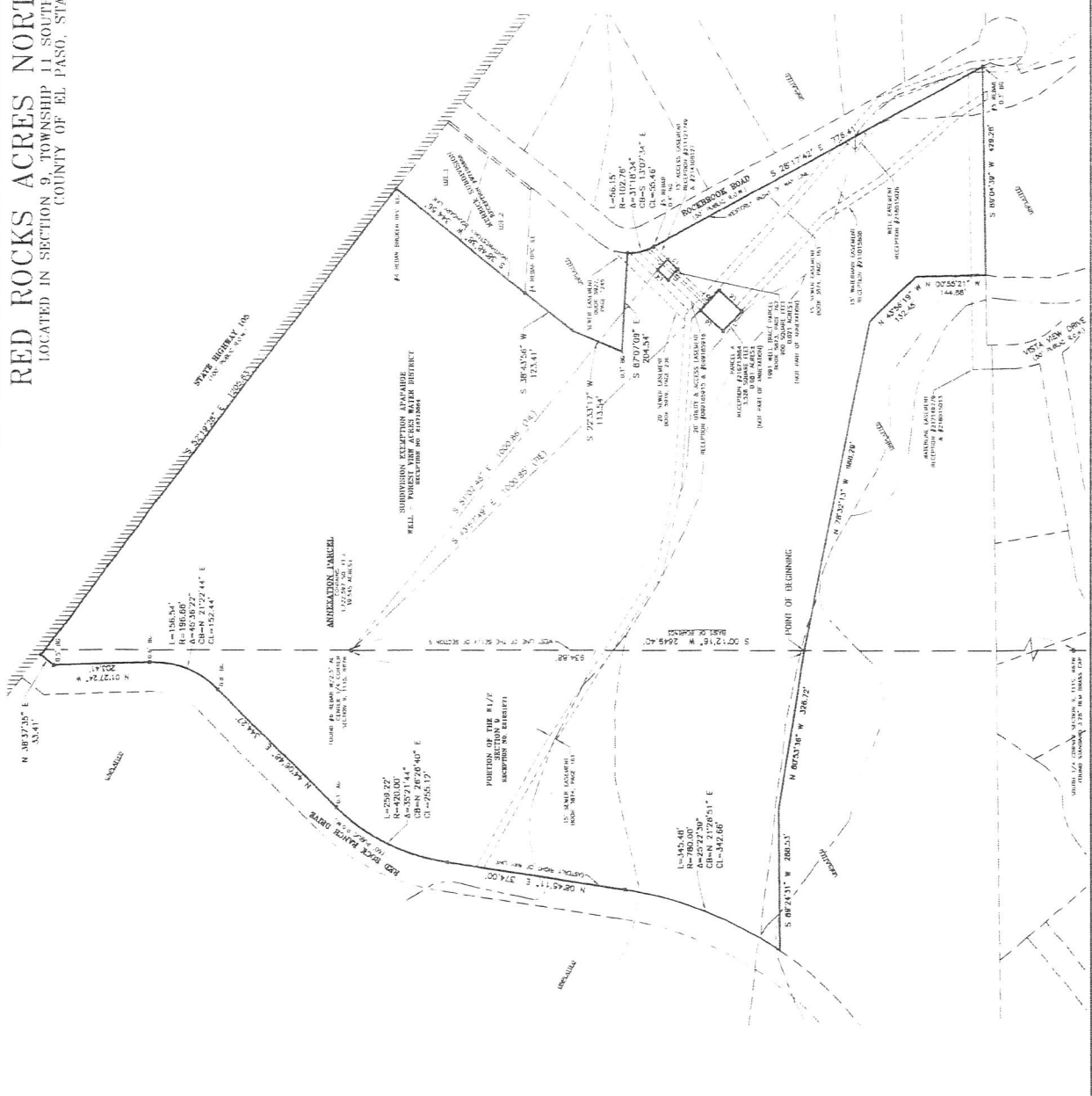


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**BARRON'S LAND**

2700 N. Academy Blvd. Suite 311 P.O. Box 6027  
 Denver, Colorado 80216  
 PROJECT NO. 27-018 SHEET 2 OF 2



# The Gazette

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This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at (719) 476-1667 or email at fredrick.rogers@gazette.com.

**Date:** 12/16/25  
**Account #:** 10341  
**Company Name:** Town Of Palmer Lake  
**Contact:** Maria Kelly  
**Address:** PO Box 208  
Palmer Lake 80133  
**Telephone:** (719) 481-2953  
**Fax:** (000) 000-0000

### Run Dates:

Colorado Springs Gazette 12/22/25  
Colorado Springs Gazette 12/29/25  
Colorado Springs Gazette 01/05/26  
Colorado Springs Gazette 01/12/26  
Gazette.com 12/22/25  
Gazette.com 12/29/25  
Gazette.com 01/05/26  
Gazette.com 01/12/26

**Ad ID:** 233190  
**Start:** 12/22/25  
**Stop:** 01/12/26  
**Total Cost:** \$3,504.96  
**# of Lines:** 0  
**Total Depth:** 19.75  
**# of Inserts:**  
**Ad Class:** 0  
**Phone #** (719) 476-1667  
**Email:** fredrick.rogers@gazette.com

## Ad Proof

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Colorado Springs Gazette	01/05/26
Colorado Springs Gazette	01/12/26

Gazette.com 12/22/25  
Gazette.com 12/29/25  
Gazette.com 01/05/26  
Gazette.com 01/12/26

**Ad ID:** 233189

**Start:** 12/22/25

**Stop:** 01/12/26

**Total Cost:** \$3,504.96

**# of Lines:** 0

**Total Depth:** 19.75

**# of Inserts:**

**Ad Class:** 0

**Phone #:** (719) 476-1667

**Email:** fredrick.rogers@gazette.com

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that on the 12th day of December, 2025, at 8:00 p.m., or as soon thereafter in the matter may be heard, the Board of Trustees of the Town of Palmer Lake conducted a public hearing for the purpose of determining and finding whether the case proposed by the applicant meets the applicable requirements of Section 10-10-101 of the Colorado Constitution and Sections 11-12, 104 and 11-12 105, C.R.S., and is eligible for annexation. NOTICE IS FURTHER GIVEN that the public hearing was continued and will be reconvened on Thursday January 23, 2026 Time: 6:00 p.m. or as soon thereafter as the matter may be heard Location: Town of Palmer Lake at Valley View at Palmer Lake, Colorado.

**TOWN OF PALMER LAKE NOTICE OF CONTINUED ANNEXATION HEARING**

The undersigned hereby certifies that the annexation of the property described in the application to the Town of Palmer Lake is in accordance with the provisions of Sections 10-10-101, 10-10-102, 10-10-103, 10-10-104, 10-10-105, 10-10-106, 10-10-107, 10-10-108, 10-10-109, 10-10-110, 10-10-111, 10-10-112, 10-10-113, 10-10-114, 10-10-115, 10-10-116, 10-10-117, 10-10-118, 10-10-119, 10-10-120, 10-10-121, 10-10-122, 10-10-123, 10-10-124, 10-10-125, 10-10-126, 10-10-127, 10-10-128, 10-10-129, 10-10-130, 10-10-131, 10-10-132, 10-10-133, 10-10-134, 10-10-135, 10-10-136, 10-10-137, 10-10-138, 10-10-139, 10-10-140, 10-10-141, 10-10-142, 10-10-143, 10-10-144, 10-10-145, 10-10-146, 10-10-147, 10-10-148, 10-10-149, 10-10-150, 10-10-151, 10-10-152, 10-10-153, 10-10-154, 10-10-155, 10-10-156, 10-10-157, 10-10-158, 10-10-159, 10-10-160, 10-10-161, 10-10-162, 10-10-163, 10-10-164, 10-10-165, 10-10-166, 10-10-167, 10-10-168, 10-10-169, 10-10-170, 10-10-171, 10-10-172, 10-10-173, 10-10-174, 10-10-175, 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10-10-995, 10-10-996, 10-10-997, 10-10-998, 10-10-999, 10-10-1000.

**WHEREFORE**, the undersigned hereby certifies that the Town of Palmer Lake, in compliance with the provisions of the Colorado Constitution and the Colorado Revised Statutes, is hereby annexing the property described in the application to the Town of Palmer Lake, effective as of the date of the annexation hearing.

1. The annexation of the property described in the application to the Town of Palmer Lake is in accordance with the provisions of Sections 10-10-101, 10-10-102, 10-10-103, 10-10-104, 10-10-105, 10-10-106, 10-10-107, 10-10-108, 10-10-109, 10-10-110, 10-10-111, 10-10-112, 10-10-113, 10-10-114, 10-10-115, 10-10-116, 10-10-117, 10-10-118, 10-10-119, 10-10-120, 10-10-121, 10-10-122, 10-10-123, 10-10-124, 10-10-125, 10-10-126, 10-10-127, 10-10-128, 10-10-129, 10-10-130, 10-10-131, 10-10-132, 10-10-133, 10-10-134, 10-10-135, 10-10-136, 10-10-137, 10-10-138, 10-10-139, 10-10-140, 10-10-141, 10-10-142, 10-10-143, 10-10-144, 10-10-145, 10-10-146, 10-10-147, 10-10-148, 10-10-149, 10-10-150, 10-10-151, 10-10-152, 10-10-153, 10-10-154, 10-10-155, 10-10-156, 10-10-157, 10-10-158, 10-10-159, 10-10-160, 10-10-161, 10-10-162, 10-10-163, 10-10-164, 10-10-165, 10-10-166, 10-10-167, 10-10-168, 10-10-169, 10-10-170, 10-10-171, 10-10-172, 10-10-173, 10-10-174, 10-10-175, 10-10-176, 10-10-177, 10-10-178, 10-10-179, 10-10-180, 10-10-181, 10-10-182, 10-10-183, 10-10-184, 10-10-185, 10-10-186, 10-10-187, 10-10-188, 10-10-189, 10-10-190, 10-10-191, 10-10-192, 10-10-193, 10-10-194, 10-10-195, 10-10-196, 10-10-197, 10-10-198, 10-10-199, 10-10-200, 10-10-201, 10-10-202, 10-10-203, 10-10-204, 10-10-205, 10-10-206, 10-10-207, 10-10-208, 10-10-209, 10-10-210, 10-



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Your key to stormwater compliance!

**Date:** January 15, 2026

**To:** **The Palmer Lake Board of Trustees**

**Through:** Glen Smith, Interim Town Administrator, Town of Palmer Lake (TOPL)

**From:** **The DRT technical reviewers, Palmer Lake Development Review Team (DRT)**

Barb Cole, Consulting Planners, Community Matters Institute

Mark Morton, PE, GMS, Inc., Consulting Engineers,

John Chavez, Chavez Consulting Inc., LLC, Stormwater Consultant

**CC:** Erica Romero, Town Clerk, Town of Palmer Lake

Scott Krob, Town Attorney

**Re:** **DRT and Processing of Applications**

### **Summary**

Interim Town Administrator requested that we provide the following requested information to the Board of Trustees:

1. What is the Development Review Team (DRT) as referenced in the adopted Land Use Code (Title 17)?
2. What is the process for reviewing development applications?

### **What is the DRT, and why was it formed?**

- The Development Review Team (DRT) is defined in the recently adopted Land Use Code as follows:
  - *Development Review Team (DRT)* means the town staff, and those technical experts, including planning, engineering, legal, stormwater quality control, and other needed contracted specialists, whose role is to collaboratively review and evaluate land use applications, code compliance, utilities, stormwater, and other technical aspects for the Planning Commission and Board of Trustees.
- The DRT was formed for the following reasons:
  - To ensure a coordinated review and a unified response to applicants wishing to develop in TOPL.
  - To ensure that applicants do not engage in 'divide and conquer', whereby an applicant seeks responses from one DRT member without the knowledge or



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support of other professionals on the team. The DRT and its weekly meetings ensure clear, consistent direction from the technical experts through a single entity representing the TOPL.

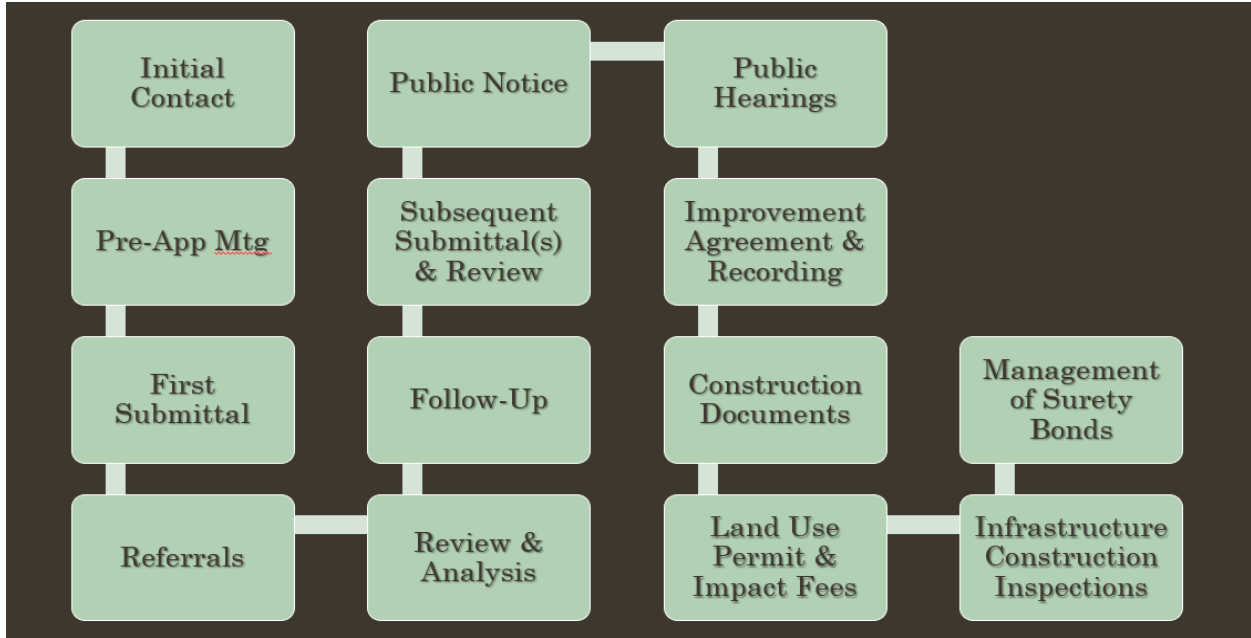
- The DRT meets with Town Administration once a week, usually at 4 pm on Monday, for about 1 hour. This serves as a very efficient and cost-effective staff meeting. As a matter of routine course, DRT members do not meet independently of Town Administrative staff.
- Based on DRT meetings, there are memos and reports prepared either individually or collectively from the DRT members as applicable. The memos are provided to the applicant and the Planning Commission. Based on a positive Planning Commission's recommendation, these documents including requirements to address any conditions, are submitted to the Board of Trustees for their review and possible approval of a development application. The memos and attachments (if any) become part of the public record and are available upon request, if not available on the website as part of the packet materials for Planning Commission and Board of Trustees meetings and public hearings.
- The goal of the DRT is to submit a coordinated response to an applicant. This is extremely helpful when the applicant has not read or understood the adopted land use regulations or subdivision regulations, despite the checklists for all such applications and staff referring applicants to the checklists. Two examples include a coordinated response from the technical experts regarding the completeness review for the Buc-ees application and, more recently, for the town-owned Elephant Rock Property. *(A completeness review does not judge the application; its sole purpose is to ensure all required materials are submitted for both land use and subdivision. Applications are not processed or scheduled for public hearings unless all materials required by the Town's Municipal Code have been submitted.)*
- When there are several or complex projects and applications under review, an internal coordination document referred to as the 'Pending Projects' outline may be provided to the Team by CMI and the Town Administrator.

### **What is the Land Use and Subdivision Review Process?**

The new Subdivision Ordinance found in Title 16 was adopted in July 2024 by the Board of Trustees. The new Land Use Code found in Title 17 was adopted by the Board in August of 2025. These represent major rewrites of both titles in the Municipal Code. What is fundamentally different about these new titles is that the procedures for various land use applications are documented step by step. The new codes also have charts, particularly for subdivisions and Planned Developments, outlining the required submittal materials.



EXAMPLE: FULL DEVELOPMENT PROJECT

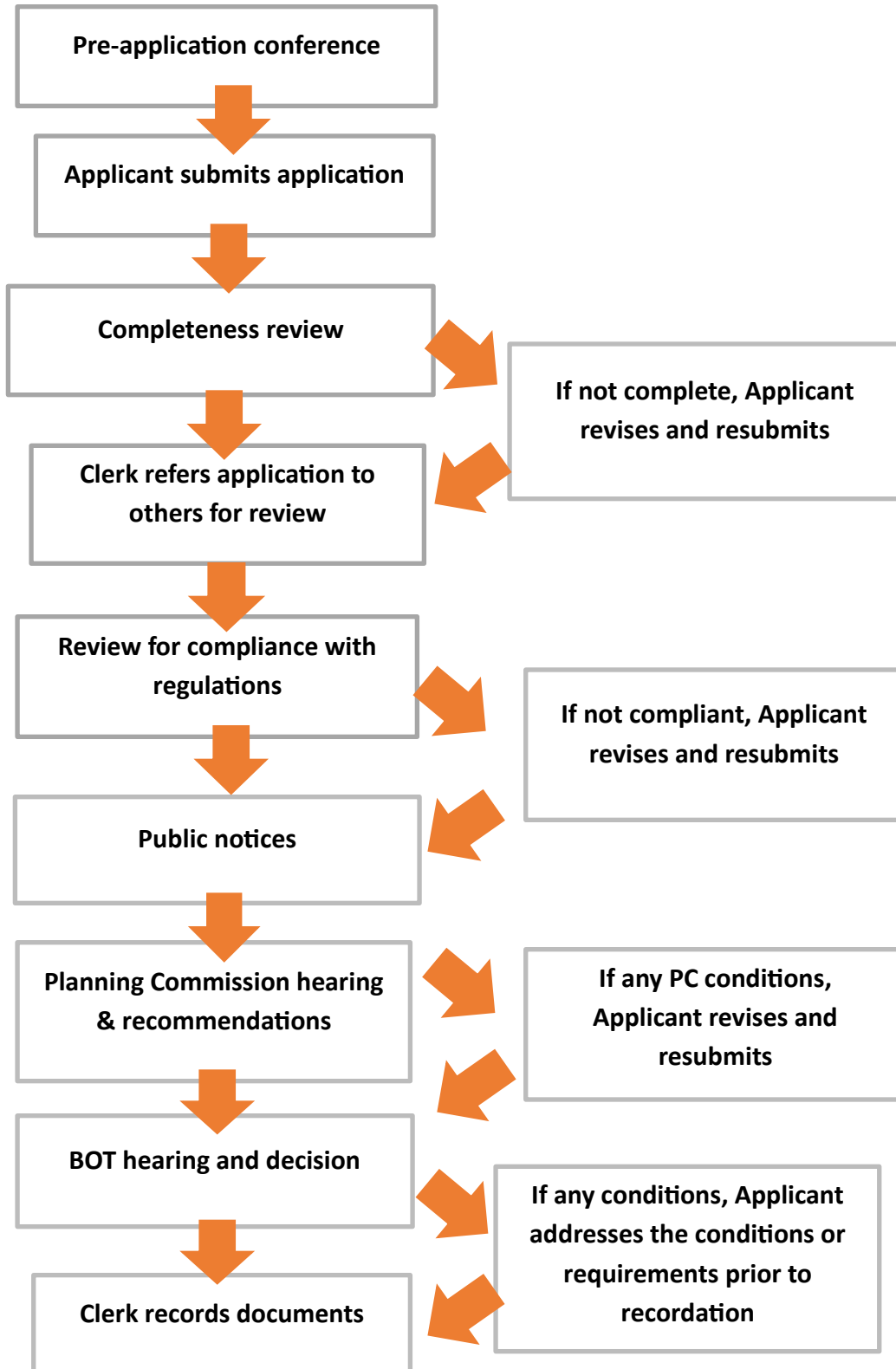


In Palmer Lake, the first step is a determination by the Town Administrator as to whether the application can be handled by Town Staff or if the application requires technical review by the DRT.

Any application requiring technical review by any member of the DRT requires the applicant to sign a cost reimbursement agreement. Most small towns do not have enough development applications nor budget to hire full-time or even part-time technical staff (engineer and planner). The system currently used by the TOPL ensures that almost all development review costs are borne by the applicant.

The other code provision added in 2024 was the requirement for a completeness review. This is conducted by either CMI (land use) or GMS (subdivision). No applicant is allowed to move forward, nor are any applications sent out for referral or set for public hearings, until the application is deemed complete. The completeness review does not judge the merit or the application, nor compliance with the code; it simply reviews the application materials to determine if all required materials have been submitted. Once deemed complete, the review process can commence.

Another unusual review procedure in TOPL, and other municipalities in El Paso County, is that the Pike Peak Regional Building Department will not review a building permit application unless the municipality has issued a certificate of zoning compliance. **(17.1.130 Certificate of zoning compliance.)** The following chart is used for internal processing.





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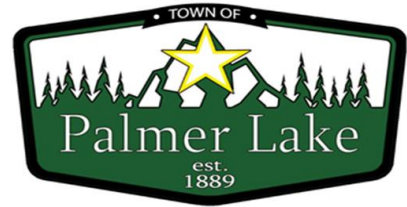
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*Your key to stormwater compliance!*

Please let the Interim Town Administrator know if you have further questions about the development review process or the role of the DRT.

We are in the process of finalizing additional flow charts that outline the steps for review by both the Planning Commission and Board of Trustees, which we hope to have the DRT and staff review, and then these charts and diagrams will be vetted by the Planning Commission.



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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolutions to Authorize Professional Service Agreement
<b>Presented by:</b> Interim Town Administrator Glen Smith		

**Background**

Chavez Consulting Inc. LLC provides Municipal Separate Storm Sewer System (MS4) permit compliance assistance as well as Public Works Operations consultation and project management. Chavez Consulting also participates in the Town’s Development Review Team providing technical assistance.

**Recommended Action**

Staff recommend authorizing the Professional Service Agreement with Chavez Consulting.

## ***TOWN OF PALMER LAKE CONSULTING AGREEMENT #5***

This Agreement is made effective as of February 1, 2026, by and between Town of Palmer Lake Colorado, of 42 Valley Crescent Street, Palmer Lake, Colorado 80133, a Colorado municipality, and Chavez Consulting Inc., LLC, of 13880 Gymkhana Road, Peyton, Colorado 80831.

In this Agreement, the party who is contracting to receive services shall be referred to as "Palmer Lake", and the party who will be providing the services shall be referred to as "Chavez Consulting".

Chavez Consulting has a background in public works operations and Municipal Separate Storm Sewer System (MS4) permits and is willing to provide services to Palmer Lake based on this background. Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided hereunder, and is ready, qualified, willing, and able to provide such services to Palmer Lake.

Palmer Lake desires to have services provided by Chavez Consulting.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on February 1, 2026, Chavez Consulting will provide the following services (collectively, the "Services"): As defined in the attached and accepted proposal for services as drafted solely by Chavez Consulting.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chavez Consulting shall be determined by Chavez Consulting. Palmer Lake will rely on Chavez Consulting to work as many hours as may be reasonably necessary to fulfill Chavez Consulting's obligations under this Agreement.
- 3. PAYMENT.** Palmer Lake will pay Chavez Consulting for the Services based at a rate of \$175.00 per hour. This fee shall be payable monthly, no later than the thirtieth (30<sup>th</sup>) day of the month following the period during which the Services were performed. Should the time spent to provide any of the Services exceed the Estimated Hours, Chavez Consulting will notify the Town of Palmer Lake prior to continuing work on that particular Service.
- 4. NEW PROJECT APPROVAL.** Chavez Consulting and Palmer Lake recognize that Chavez Consulting's Services will include working on various projects for Palmer Lake. Chavez Consulting shall obtain the approval of Palmer Lake Town Administrator prior to the commencement of a new project.
- 5. TERM/TERMINATION.** The term of this Agreement is from February 1, 2026, to January 31, 2027, if not terminated earlier. This Agreement shall terminate upon the written notice of either party upon 30 days' notice, with payment for work completed by the termination date due 30 days after a final invoice has been provided, subject to the provisions of Paragraph 3, above.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Chavez Consulting is an independent contractor with respect to Palmer Lake, and not an employee of Palmer Lake. Palmer Lake will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chavez Consulting.

**THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR, CHAVEZ CONSULTING 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.**

**7. EMPLOYEES.** Chavez Consulting's employees, if any, who perform services for Palmer Lake under this Agreement shall also be bound by the provisions of this Agreement.

**8. INJURIES.** Chavez Consulting acknowledges Chavez Consulting's obligation to obtain appropriate insurance coverage for the benefit of Chavez Consulting (and Chavez Consulting's employees, if any). Chavez Consulting waives any rights to recovery from Palmer Lake for any injuries that Chavez Consulting (and/or Chavez Consulting's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Chavez Consulting or Chavez Consulting's employees.

Chavez Consulting agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of Chavez Consulting, any subcontractor of Chavez Consulting, or any officer, employee, or agent of Chavez Consulting or any officer, employee, or agent of a subcontractor of Chavez Consulting. Chavez Consulting further waives and releases the Town, and its officers, agents, and employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Chavez Consulting may suffer and which arises out of or is in any manner connected with the services to be provided under this Agreement.

**9. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*a. Consultant's Intellectual Property.* Chavez Consulting does not personally hold any interest in any Intellectual Property. Upon termination of this Agreement, all programs, control measures, regulatory mechanisms, record keeping systems and subparts developed for Palmer Lake will become the property of Palmer Lake.

**10. RETURN OF RECORDS.** Upon termination of this Agreement, Chavez Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chavez Consulting's possession or under Chavez Consulting's control and that are Palmer Lake's property or relate to Palmer Lake's business.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Palmer Lake:

Town of Palmer Lake Colorado  
 Glen Smith  
 Town Administrator  
 45 Valley Crescent Street  
 Palmer Lake, Colorado 80133  
[gsmith@palmer-lake.org](mailto:gsmith@palmer-lake.org)

with a copy to:

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

IF for Chavez Consulting:

Chavez Consulting Inc., LLC  
 John B. Chavez  
 Owner  
 13880 Gymkhana Road  
 Peyton, Colorado 80831  
[johnchavez@chavezconsultinginc.com](mailto:johnchavez@chavezconsultinginc.com)

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or

unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado.

**17. NO WAIVER OF IMMUNITY.** Nothing herein shall be construed as a waiver by Palmer Lake 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.

Party receiving services:  
Town of Palmer Lake Colorado

By: \_\_\_\_\_  
Dennis Stern  
Mayor

Party providing services:  
Chavez Consulting Inc., LLC

By:  \_\_\_\_\_  
John B. Chavez  
Owner

**ATTACHMENT**  
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## CHAVEZ CONSULTING INC., LLC

### SCOPE OF SERVICES

The scope of services to be provided includes two services areas. The first service area is Municipal Separate Storm Sewer System (MS4) permit compliance assistance. The second service area is public works operations consultation and project management assistance. Participation is the Town's Development Review Team (DRT) is one mechanism used to provide technical assistance. Onsite support for inspection, training and project management will be provided as needed. Chavez Consulting Inc., LLC will provide technical support to the Town Administrator for all presentations to the Town Board of Trustees required for service areas 1,2 and 3. A detailed discussion of each service area is provided below.

#### **Service Area 1: MS4 Permit Compliance Assistance**

##### **A. MS4 Permit Administration**

Compliance with the MS4 permit requires ongoing administration of the permit. Permit administration services include:

- Completion of an annual program evaluation.
- Preparation of the annual report and other permit required documents as needed.
- Update the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

##### **B. Control Measure Implementation**

Assist with the implementation of the specific control measures required in Parts I.D and I.E. of the MS4 permit that includes:

- Part I.D.1. Public Involvement and Participation Process
- Part I.E.1. Public Education and Outreach
- Part I.E.2. Illicit Discharge Detection and Elimination
- Part I.E.3. Construction Oversight
- Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment
- Part I.E.5. Pollution Prevention/Good Housekeeping for Municipal Operations

##### **C. Maintain MS4 Record Keeping**

Utilize existing Town of Palmer Lake information technology infrastructure and resources to maintain a mechanism that satisfies the recordkeeping requirements of the permit.

##### **D. Coordination with the Division and Colorado Stormwater Council**

Chavez Consulting Inc., LLC will coordinate the Town's participation in the Colorado Stormwater Council. Technical support will also be provided for communications with the Water Quality Control Division.



**Service Area 2: Public Works Operations**

**A. Project Management**

Public works project management support will be provided on an as needed basis. Chavez Consulting Inc., LLC will coordinate the completion of public works projects with contractors and the Town Administrator. Services provided include grant management, contractor oversight and construction contract administration.

**B. Public Works Operations**

Public works operations management support will be provided to the Town Administrator on an as needed basis. Chavez Consulting Inc., LLC will assist the Town Administrator and Road Department supervisor, and staff as needed to address operational issues that may arise on occasion.

**Resources**

Chavez Consulting Inc., will provide its' own electronic resources to complete the required services. Documents will be produced in Word and PDF formats. Presentations will be prepared using PowerPoint. Travel expenses (if incurred) will be priced separately and directly billed to the Town.

**Timeline for Execution**

The following timeline is proposed for completion of the services provided. All work proposed should be completed by this date. Please note this timeline provides a suggested schedule and does not reflect billable hours needed to complete the service.

Description	Start Date	End Date	Duration
Service Area 1	February 1, 2026	January 31, 2027	12 months
Service Area 2	February 1, 2026	January 31, 2027	12 months

**PRICING**

The following table details the pricing for delivery of the services outlined in this proposal. The base fee for services is \$175.00 per hour. Costs for all services will be billed based on actual hours spent performing the service, including travel time, rounded up to the nearest quarter hour. Actual billable hours and costs may vary due to factors outside the control of Chavez Consulting Inc.

Cost: Service Area #1	Estimated Hours	Cost
MS4 Permit Administration	150	\$26,250.00
Cost: Service Area #2		
Public Works Operations	30	\$5,250.00
<b>Total:</b>	<b>140</b>	<b>\$31,500.00</b>



**Chavez Consulting Inc., LLC**  
*Your key to stormwater compliance!*

**Billing**

Chavez Consulting Inc., will bill monthly (1<sup>st</sup> of the month) for services provided in the preceding calendar month. Expenses will be billed at cost plus 15%.

**Payment**

Payment is due within 30 days upon receipt of the invoice for services.

**QUALIFICATIONS**

Please refer to my webpage: [www.chavezconsultinginc.com](http://www.chavezconsultinginc.com) to review my qualifications.

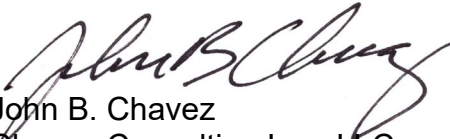
**CONCLUSION**

Chavez Consulting Inc., looks forward to working with the Town of Palmer Lake to address its MS4 permit compliance concerns. I am confident that we can meet the challenges ahead, and stand ready to partner with the Town of Palmer Lake in developing a compliant, sustainable and effective stormwater program consistent with the MS4 permit.

Notification of acceptance of this proposal must be provided. If you have questions please feel free to contact me at your convenience by email at: [johnchavez@chavezconsultinginc.com](mailto:johnchavez@chavezconsultinginc.com) or by phone at (719) 251 5580. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Signed (Acceptance of Proposal)

  
John B. Chavez  
Chavez Consulting Inc., LLC  
January 12, 2026

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_

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

**RESOLUTION NO. 10 - 2026**

**A RESOLUTION TO RENEW PROFESSIONAL SERVICES WITH  
CHAVEZ CONSULTING INC LLC FOR 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; and

**WHEREAS**, the Town desires to engage the professional services of Chavez Consulting LLC for stormwater consulting and public works project management as needed; and

**WHEREAS**, Chavez Consulting LLC desires to provide the professional services needed by the Town and is committed to doing so on an hourly basis as needed.

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

**Section 1.** The Board authorizes the Mayor to sign the attached service agreement with Chavez Consulting Inc., LLC, for the scope of services provided in the consulting agreement for the Town of Palmer Lake.

**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.

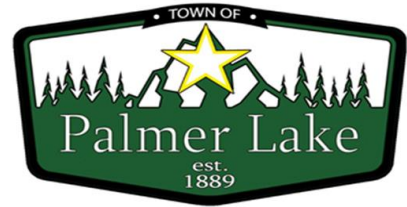
**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22th DAY OF JANUARY 2026.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dennis Stern, Mayor

ATTEST:

By: \_\_\_\_\_  
Erica N. Romero, Town Clerk



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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolutions to Authorize Professional Service Agreement
<b>Presented by:</b> Interim Town Administrator Glen Smith		

**Background**

The Community Matters Institute shall serve as the Interim Planner for the Town, providing planning services to include development review and general planning expertise for the purpose of managing planning services as requested by the Town Administrator.

**Recommended Action**

Staff recommend authorizing the Professional Service Agreement with CMI.



**Date:** January 21, 2026

**To:** **The Palmer Lake Board of Trustees**

**Through:** Glen Smith, Interim Town Administrator, Town of Palmer Lake (TOPL)

**From:** Barb Cole, Consulting Planners, Community Matters Institute

**CC:** Erica Romero, Town Clerk, Town of Palmer Lake  
Scott Krob, Town Attorney

**Re:** **Interim Town Planner**

### **Summary**

Interim Town Administrator requested that we provide the following information to the Board of Trustees:

1. Role of the Interim Contract Town Planner
2. CMI's role in building capacity for the governance of land use matters

### **Role of the Interim Town Planner**

The tasks performed by the interim town planner are highly dependent upon the skill set of the Town Administrator. Typically, contract Town Planners perform those roles that require technical expertise that is beyond the skill set of most Town Administrators or are so time-consuming that the Town Administrator or Town Clerk cannot perform the required duties.

Most small towns that we have served since the early 80's do not have a lot of development applications. They choose to hire a contract Town Planner because the cost to review new land use applications is borne by the applicant rather than strain small town budgets. In addition, contract Town Planners allow towns to pay for only for the hours or services they need, and small towns receive a higher level of expertise than if a full time planner were hired.

In addition to reviewing development applications, the Contract Town Planner is sometimes asked to undertake smaller related tasks. In Palmer Lake, this has included development review application forms and checklists as an example, or updating land use specific land use regulations at the request of the Town Administrator or sometimes the Planning Commission.



### **CMI's role in building capacity for the governance of land use matters**

- In 2022, CMI responded to a Request for Proposals (RFP) for the drafting and adoption of the Community Master Plan (aka required Comprehensive Plan.)
- In 2023, again through an RFP process, CMI was hired to undertake the rewrite of both Title 16- Subdivision and Title 17- Zoning. Both codes were first adopted in 1970 and 1973 with very few amendments.
- The above services were secured by a specific contract for the above services and are separate and apart from the monthly requests by the Town Administrator.

### **Who is Community Matters Institute (CMI)?**

- CMI is a not-for-profit 501 (c ) 3 and Colorado Charity. To that end, we report to a Board of Directors and, per our bylaws, charge hourly rates significantly below the average rate for professional firms. The three professionals comprising the Institute have decades of experience in both land use matters and economic development.
- As a not-for-profit, we also donate time and expertise to our clients and those seeking what one Board member calls 'Coaching from the Sidelines.'
- Since the early 1980's, Community Matters Inc. and now Community Matters Institute have provided contract services to over 75 Colorado communities, many in El Paso County.
- The now closed corporation and the not-for-profit have worked for many years for the following El Paso communities:
  - Town of Woodland Park
  - Town of Green Mountain Falls
  - City of Colorado Springs
  - City of Fountain
  - Town of Monument
  - City of Manitou Springs
- As noted in the contract before you, CMI has agreed to continue our role until a new Town Administrator is on board. At that time, both parties will assess the needs of the Town.

Town of Palmer Lake, Colorado  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day \_\_\_\_\_ of January 2026 by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute, a 501 (C) 3 not-for-profit (hereinafter referred to as "Consultant").

RECITALS:

A. The Town seeks professional services to assist in land use matters as further detailed in Exhibit A.

B. Consultant continues to have the requisite expertise and experience to perform the required services to support the land use function of the Town of Palmer Lake.

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

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 of the Interim Town Planner.

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 information pertaining to land use matters shall be disclosed by Consultant to third parties without consent of the Town Administrator or Town Attorney pursuant to a lawful court order directing such disclosure. Consultant is authorized by the Town to retain copies of such data and materials.

111. 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. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for serving as the Town's interim town planner as outlined below, the Town shall pay the consultant:

At the rate of one hundred and fifty dollars (\$150) per hour for all general planning services requested by Town Staff, and one hundred and sixty (\$160) for all development review services, which for the most part are passed through to an applicant based on the execution of a cost reimbursement agreement with any applicant seeking development review services that require review by a technical expert. Such services by the consultant will continue to be itemized and include an hourly breakdown for all personnel and expenses.

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

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed monthly for reimbursable costs incurred to date, as supported by detailed statements that include hourly breakdowns for all personnel and other applicable charges. The amounts of all such monthly payments shall be paid within fifteen (15) days after the timely receipt of the invoice, as provided by this Agreement.

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

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

E. Final payment shall be made within sixty (60) calendar days of termination of this agreement.

## V. COMMENCEMENT AND TERMINATION

This contract is a one-year contract that shall commence upon approval of the Town Board of Trustees and shall terminate with fourteen (14) days' written notice by either party.

## VI. PROFESSIONAL RESPONSIBILITY

A. Contractor 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, required by law.

B. The work performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

C. The Consultant is serving as Interim Planner and hereby assigns Barbara A. Cole and Michael J. Davenport as the two professionals to fulfill this role. Robert C. Haywood, an economic development specialist shall also be available if such expertise is required.

## 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

The Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The consultant shall not be held liable for any contracts entered into by the Town with other consultants and their subcontractors.

## 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.

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.

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

The certificate of insurance provided for the Town shall be completed by the 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:

Glen Smith, Interim Town Administrator  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

C. 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.

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. 524-10-101, 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. CONFLICT OF INTEREST AND THIRD PARTIES

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 has the ability to terminate the agreement.

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Town or CMI. CMI's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against CMI because of this Agreement or the performance or nonperformance of services hereunder. The Town and CMI agree to require a similar provision in all contracts with contractors, subcontractors, vendors, and other entities involved in this Project to carry out the intent of this provision.

#### XIII. 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.

#### XIV. 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.

XV. 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.

XVI. ENTIRE AGREEMENT

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

XVII. NOTICE

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

The Town: Glen Smith, Interim Town Administrator  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

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

Consultant: Community Matters Institute  
Attn: Barbara Cole  
5021 Juniper Street Littleton CO 80123  
[barbcole@communitymattersinstitute.org](mailto:barbcole@communitymattersinstitute.org)

## EXHIBIT A

### SCOPE OF SERVICES

#### A1. Summary:

The Community Matters Institute (CMI) shall serve as the Interim Planner for the Town of Palmer Lake, Colorado. Barbara Cole and Mike Davenport shall provide planning services to include development review and general planning expertise for the purposes of managing and carrying out the planning services as requested by the Town Administrator. Any additional professional hours shall only be at the direction of the Town Administrator.

#### A2. Schedule:

This contract is a one-year contract shall commence upon approval of the Town Board of Trustees and shall terminate with fourteen (14) days' written notice by either party, unless otherwise specified.

#### A3. Goal:

The overall goal is to direct, manage, and provide planning services under the direction of the Town Administrator.

#### A4. Services:

CMI will provide the following services.

1. Assume overall responsibility for planning work products and services, including the areas of planning, development review, regulation, board and planning commission support, and management of assigned projects.
2. Administer and manage daily operations as needed and directed by the Town Administrator.
3. Prepare, monitor, and control the planning budgets as directed by the Town Administrator.
4. Provide support to the Planning Commission, Board of Trustees, and other Town boards directly related to the planning services as directed by the Town Administrator.
5. Serve as the planning representative to the Town Administrator, other Town employees, Town boards, and the public.
6. Provide reports and presentations related to the planning work of the Town.
7. Manage consulting contracts for planning-related services.

#### A5. Expected Outcomes/Deliverables:

1. Maintain planning services at a level consistent as provided for in the approved budget of the Town.
2. Prior to the conclusion of the contract, provide a report of findings and recommendations regarding the functions and operation of planning services.



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

**RESOLUTION NO. 11-2026**

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT WITH  
COMMUNITY MATTERS INSTITUTE FOR DEVELOPMENT REVIEW (INTERIM) FOR 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**, the Board requires immediate attention by reviewing current development plans for the benefit of the community; and

**WHEREAS**, Community Matters Institute (CMI) is familiar with the town land use code and is available to conduct proper review per the town land use code.

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

**Section 1.** The Board authorizes the Mayor to sign the professional service agreement to utilize CMI in an interim manner to serve as interim Town Planner pursuant to the attached Scope of Services. See Exhibit A

**Section 2. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3. Repeal.** Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

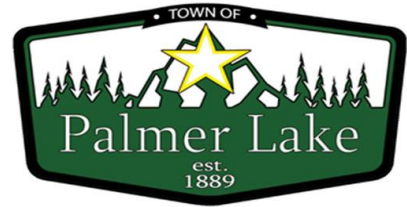
**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF JANUARY 2026.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dennis Stern, Mayor

ATTEST:

By: \_\_\_\_\_  
Erica N. Romero Town Clerk



Item 14.

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

<b>DATE:</b> January 22, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolutions to Authorize Professional Service Agreement
<b>Presented by:</b> Interim Town Administrator Glen Smith		

**Background**

The Town engages the consultant to perform professional services on an as needed basis for engineering, consulting, and development review.

**Recommended Action**

Staff recommend authorizing the Professional Service Agreement with GMS.

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_, 2026, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and GMS, Inc. Consulting Engineers (hereinafter referred to as "Consultant").

**RECITALS:**

A. The Town seeks professional services to serve as the Contract Town Engineer and perform the Services described in Exhibit A, attached hereto.

B. Consultant has the requisite expertise and experience to perform the required Services.

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

**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 Contract Town Engineer, which are described in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No information regarding engineering items shall be disclosed by Consultant to third parties without consent of the Town Administrator or pursuant to a lawful court order directing such disclosure. Consultant is authorized by the Town to retain copies of such data and materials.

**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 and requires the Consultant's authorization.

**IV. COMPENSATION**

A. In consideration for performing the Services specified herein by Consultant, the Town shall pay Consultant in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for personnel and other charges.

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

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

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

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

E. Final payment shall be made within sixty (60) calendar days after the termination date of this Agreement.

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

This Agreement is intended to have a general contract term of one (1) year, commencing on the date of approval by the Town Board of Trustees. To provide the necessary and continuous services to the Town, services may be performed under this Agreement outside the term, at the request of the Town and with acceptance by the Consultant, to bridge gaps of time at either end of this Agreement term. Termination shall be effective fourteen (14) calendar days after written notice by either party. 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 expiration, any use of documents by the Town thereafter shall be at the Town's sole risk.

## **VI. 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.

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.

## **VII. COMPLIANCE WITH LAW**

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

## **VIII. INDEMNIFICATION**

A. 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. 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 shall not be held liable or responsible for any other contracts, or actions arising from other contracts, entered into between the Town and other consultants, contractors, or their subcontractors. The Consultant is not obligated under this subparagraph 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.

## **IX. 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 VIII, 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 VIII, 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 VIII, 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) - policy limit, and Five Hundred Thousand Dollars (\$500,000) - 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:

Glen Smith, Interim Town Administrator  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

C. 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.

D. 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.

#### **X. 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.

#### **XI. 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.

**XII. 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.

**XIII. 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.**

**XIV. 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.

**XV. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B are 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.

**XVI. NOTICE**

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

The Town: Glen Smith, Interim Town Administrator  
Town of Palmer Lake  
42 Valley Crescent  
P.O. Box 208  
Palmer Lake, Colorado 80133

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



EXHIBIT A TO AGREEMENT BETWEEN TOWN  
AND CONSULTANT FOR PROFESSIONAL  
SERVICES FOR ON-CALL ENGINEERING SERVICES

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Description of Basic Engineering Services  
and Related Matters

The Town engages the Consultant to perform professional services on an on-call/as-needed basis for engineering, consulting, Town planning, and development review services, hereinafter called the "Services."

1. The Consultant agrees to provide and perform certain professional services for the Town as follows:
  - a. Provide engineering, oversight, and planning services that may include, but are not limited to, surveying, engineering, calculations, review, specifications, reports, documentation, and on-site inspection services.
  - b. Provide engineering review, oversight, and planning review services, which may include, but are not limited to, reviewing drawings, submittal documents, specifications, reports, other documentation, and on-site inspection services.
  - c. Provide engineering review services that incorporate and include the Town's technical, regulatory, and design criteria requirements and associated documents.
  - d. Provide engineering design, regulatory assistance, preconstruction, construction inspection services, and Town meetings consultations, as requested by the Town.
  - e. Provide a financial review of utility funds for rate and tap review, including recommendations.
  - f. Attend planning, regulatory, developer meetings, preconstruction, construction, and Town meetings, as requested by the Town.
  - g. Provide correspondence, as agreed with the Town, to the regulating authority, Federal agency, State agency, and/or developer regarding the engineering and development matters including, but not limited to, associated terms, conditions, requested revisions, modifications to information and documentation, and review of information associated with the Services.
  - h. Provide written and telephonic consultations with the Town, the regulating authority, Federal agency, State agency, and/or developer, and their representatives, engineers, and staff regarding observations, comments, and recommendations for acceptance or requests for modifications to existing and proposed developments or land use actions and associated review.
  - i. Other services as agreed between the Town and the Consultant regarding matters for the Town of Palmer Lake's engineering needs.
  - j. Provide engineering services on a day-by-day basis to address Town staff questions, concerns, and provide direction, as required, for water, stormwater, and transportation related items for the Town.

EXHIBIT B TO AGREEMENT BETWEEN TOWN  
AND CONSULTANT FOR PROFESSIONAL  
SERVICES FOR ON-CALL ENGINEERING SERVICES

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Description of Schedule of Charges for Engineering Services  
and Related Matters

The Town agrees to pay the Consultant as compensation for its services as follows:

Invoices to the Town shall be hourly on the basis of the following unit rate schedule:

Principal	\$248.00
Senior Professional Engineer	\$216.00
Professional Engineer 2	\$192.00
Professional Engineer 1	\$171.00
Staff Engineer	\$155.00
Senior Design Technician	\$202.00
Professional Licensed Surveyor	\$175.00
Design Technician 2	\$159.00
Design Technician 1	\$131.00
Project Administrator	\$132.00
Senior Resident Project Representative	\$141.00
Resident Project Representative	\$123.00
Executive Assistant	\$115.00
Administrative Services	\$ 91.00
Reimbursable Expenses	Cost + 10%

The unit rates above will apply to services provided by the Consultant during calendar year 2026. A modified rate schedule will apply to services provided on January 1 of each subsequent calendar year and thereafter, as agreed with the Client.

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

**RESOLUTION NO. 12 - 2026**

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT WITH GMS, INC  
FOR ENGINEERING CONSULTING FOR 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; and

**WHEREAS**, the Town desires to engage the professional services of GMS, Inc for engineering consulting and project management as needed; and

**WHEREAS**, GMS, Inc desires to provide the professional services needed by the Town and is committed to doing so on an hourly basis as needed.

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

**Section 1.** The Board authorizes the Mayor to sign the attached service agreement with GMS,Inc for the scope of services provided in the consulting agreement and exhibit A for the Town of Palmer Lake.

**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 22th DAY OF JANUARY 2026.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dennis Stern, Mayor

ATTEST:

By: \_\_\_\_\_  
Erica N. Romero, Town Clerk