



BOARD OF TRUSTEES MEETING

Thursday, January 26, 2023 at 5:00 PM

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

LIVE STREAM available at Town website

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

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.

- [1.](#) Minutes from January 12, 2023 Meeting
- [2.](#) Minutes from Special Meeting January 19, 2023
- [3.](#) Financials (Dec-2022)

Staff/Department Reports

4. Attorney
5. Administrator/Clerk

Business Items

- [6.](#) Special Event - 2023 Winterfest Hosted by Parks Commission
- [7.](#) Ordinance 2-2023 to Adopt Official Zoning Map for the Town
- [8.](#) Resolution 14-2023 to Authorize a Driveway Agreement (Commercial Ln)
- [9.](#) Resolution 15-2023 to Authorize a Residential Well Agreement (816 Meadow)
- [10.](#) Resolution 16-2023 to Approve Revised Employee Handbook
- [11.](#) Resolution 17-2023 to Authorize Services for Water Fund Analysis
- [12.](#) Consideration of Ordinance 3-2023 to Amend Sec 2.20 Parks Commission

[13.](#) Consider Designating a Board Member to Awake Palmer Lake

[14.](#) Consideration of Parks Commission Recommendation - Parkland / Trails at Elephant Rock Property

Public Comment

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

Next Meeting (2/9) and Future Items - Any workshops?

Board Reports

Adjourn

Americans with Disabilities Act

Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.



BOARD OF TRUSTEES MEETING

Thursday, January 12, 2023 at 5:00 PM

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

MINUTES

Call to Order – Licensing Authority. Mayor Havenar called the meeting to order at 5:03 pm.

Present: Jessica Farr, Shana Ball, Kevin Dreher, Sam Padgett, Dennis Stern, Glant Havenar. Mayor Havenar announced the resignation of Karen Stuth from the Board of Trustees and invited applications for appointment due by 2/6 to the town office.

1. Application for Retail MJ Store - Alpine Essentials LLC (850 Commercial Ln).

Melissa Woodward addressed the Board for application of retail marijuana store for Alpine Essentials. She explained the additional parking they will provide, including an added 16 spaces on the east side keeping a 22-foot setback at Circle and additional 17 along the driveway. She stated they want to keep the Commercial Ln ROW private with a stop sign at Circle. The Board and applicant reviewed various options if traffic became an issue. Options identified were to develop Commercial Ln from Circle to Meadow, to improve the intersection at Circle and Hwy 105 with an added right turn lane, to potentially add parking if needed, to monitor the activity and possibly conduct a traffic study within six months. It was suggested to review the matter within six months of opening unless issues are observed earlier. Alpine Essentials is committed to addressing traffic issues immediately with staff directing traffic off the private property as needed. Brenda (HR, Alpine Essentials) provided her background with traffic engineering and offered information on a traffic study to benefit the entire area along Hwy 105, noting an approximate cost for a study of \$8000. Mayor Havenar opened the floor to the public. Mr. Gary Atkins provided background on the property, the commercial activity being primarily wholesale with little traffic impact, his concerns about the increased traffic to the residential area of 37 homes. He suggested the Board consider the IFC code that notes more than 30 residential structures should have additional access, which this neighborhood does not. He agreed that Commercial Lane should be developed through from Circle to Meadow. Mr. Larry Enncuyn expressed his concern about one access for the neighborhood, suggesting widening the poor intersection from Circle onto Hwy 105, and suggested a second access. Mr. Stan Berkenkotter, landowner of 850 Commercial, stated that Alpine is only adding one more product and does not anticipate any traffic issues. He also noted there is another lot he may develop in the future, and he agreed that signs could help direct traffic. Ms. Dee Banta stated with the amount of revenue that is being expected that the Board should expect additional traffic. Mr. Matt Stephen suggested the Board consider no on-street parking in the neighborhood. Attorney Scott Krob noted that resident only parking permits may be issued. Ms. Barb Dalrymple suggested the Board have a traffic count conducted to see what happens. Melissa

Woodward stated they want to avoid on-street parking by providing ample parking and may continue fencing. Discussion took place about high traffic times – primarily after 4 pm.

Mayor Havenar suggested the Board hear the second application and act following both hearings.

2. Application for Retail MJ Store - Dead Flowers LLC (855 Hwy 105).

Mr. Dino Salvatori stated he has plenty of parking, nearly 90 spaces, and offered employee or overflow parking at his lot. Discussion took place about his plan for odor control. Dino explained that he has not been operating the grow for some time and he still received complaints suggesting it may be nearby coffee roasting. Mr. Gary Atkins stated that you cannot deny the marijuana odor when driving by. Mr. Matt Stephen inquired about the municipal code noting that no odor was to be made outside the property. Dino inquired what is reasonable and, if there is an issue, the odor should be measured and monitored. Ms. Barb Dalrymple asked if anyone had been to Greeley. Larry Enncuyn offered background experience with grow odor and inquired about signs. Dino shared a picture of his logo, provided a summary of stores with the name cannabis, and suggested the town amend the code limiting content. He commented that the state has no issue with content and his sign size is planned to be 6x6 ft on the structure and backlit to see the color at dark.

Melissa Woodward addressed the Board about their Alpine signs using “dispensary” to effectively direct visitors. She asked that they work with the Planning Commission to review the sign code.

MOTION (Farr, Ball) to approve the license for each location and revisit the traffic impact in six months (by August 1). Roll call vote – aye 6; nay 0. Motion passed. MOTION (Farr, Ball) to amend the approval to address any traffic issues sooner if needed. Roll call vote – aye 6; nay 0. Motion passed.

Mayor Havenar suggested a five-minute recess and called the regular meeting to order at 6:54 pm.

Roll Call. Present: Trustees Jessica Farr, Shana Ball, Kevin Dreher, Sam Padgett, Dennis Stern, and Mayor Glant Havenar.

Pledge of Allegiance

Presentations

3. Certificate of Appreciation - Mr. Gary Atkins. Mayor Havenar presented a certificate of appreciation to Mr. Gary Atkins for his attention and care for town hall over the holidays while the furnace stopped working.

4. Proclamation Recognizing Martin Luther King, Jr., Day. Mayor Havenar read the proclamation to recognize MLK day.

Mayor Havenar took the Oath of Office with item 16 next. Chief Vanderpool administered the oath of office for newly hired Officer Stafon Stevens with PLPD.

Consent Agenda

Mayor Havenar mentioned the list of items in the consent agenda and congratulated re-appointed members. MOTION (Farr, Dreher) to approve the consent agenda including the following 5) Minutes from December 8, 2022 Meeting; 6) Minutes from Special Meeting on December 15, 2022; 7) Checks over \$15,000 - Krob Law, CIRSA, GMS, Miller Timber; 8) Resolution 1-2023 to Designate Posting Locations for Public Notice; 9) Resolution 2-2023 to Appoint Town Officers; 10) Resolution 3-2023 to Approve Re-Appointment(s) to Planning Commission; 11) Resolution 4-2023 to Approve Appointments

to Parks Commission; 12) Resolution 5-2023 to Approve Appointment to Pikes Peak Area Council of Government (PPACG); 13) Resolution 6-2023 to Approve Citizen Appointment to CAC. Roll call vote – aye 6; nay 0. Motion passed.

Staff/Department Reports

14) Water; 15) Public Works including Roads, Park Maintenance and Parks Commission Volunteer Hours; 16) Police - Introduction (Oath) of Officer Stevens (taken earlier);

17. Fire – Interim Chief Vincent addressed the Board about the copy of a new incident and call report provided and pointed out the call response turnout time – national standard of 6-8 minutes while PLFD has an average of 0:01:03 for calls. Mayor Havenar suggested adding this report to the town website to acknowledge the Fire Dept.

18. Administration

19. Attorney – Scott Krob introduced himself noting that he is filling in for Attorney Matthew Krob and that all of their services are available to the town.

20. Administrator/Clerk – Collins reported that the town workers compensation experience modification is decreased from 2.27 in 2022 to 1.79 in 2023, resulting in a reduction of over \$12,000 in 2023. Appreciation was offered to all town staff. Mr. Kenton McCurry is a new apprentice with the Water Department. Collins inquired about follow up on the prior meeting public comment about the fencing being screened on the Diacut property. Board consensus was not to pursue anything with Hayco with a temporary conditional use. Collins reviewed the upcoming master plan implementation activity with CMI, including an official zoning map, a cost reimbursement agreement for development review, a high-level diagnosis of the land use codes working with the Planning Commission, and offer of illustrations for the proposed amended sign code. Collins inquired about moving forward to replace the door frame at the library for a not to exceed \$8000 quote from TN Parker. Trustee Stern asked about a second quote. Collins noted this was follow up to the replacement of gutters to alleviate water issues but will work on a second quote. Collins stated quotes will also be collected to replace broken windows in the Firehouse and town hall kitchen. Collins asked for Board permission for the sponsors of the Valentine Dance to use décor from the elephant rock property. The ad to hire the Fire Chief is being prepared to collect applications by February 13 and a panel will be assembled for interviews. Collins will collect additional information for a Board representative with Awake Palmer Lake.

Public Hearing

21. Application for Vacation and Replat - 113 Highland Rd. Mr. Larry Stromer made his request. The Planning Commission unanimously recommended approval of the replat. No person spoke for or against the replat application. Mayor Havenar closed the hearing.

Business Items

22. Resolution 9-2023 to Approve Vacation and Replat - 113 Highland Road. MOTION (Padgett, Farr) to approve Resolution 9-2023 to approve the replat. Roll call vote – aye 6; nay 0. Motion passed.

23. Resolution 12-2023 to Extend Land Use Permit (420 Hwy 105, Brenneman). Collins noted that Mr. Brenneman was unable to attend, and the year was spent working through issues to get his well permit with the state. MOTION (Farr, Ball) to approve Resolution 12-2023 to extend the land use permit for 12 months. Roll call vote – aye 6; nay 0. Motion passed.

24. Resolution 10-2023 to Authorize Application for Finding of Reasonable Diligence - Palmer Lake Monument Creek Exchange. Mr. Matt Stephen requested background. Attorney Scott Krob explained the requirement every six years to show due diligence on the conditional water right for the alluvial well. MOTION (Farr, Padgett) to approve Resolution 10-2023 to authorize the application. Roll call vote – aye 6; nay 0. Motion passed.
25. Resolution 13-2023 to Set a Different Increase to Water Tap Fee and Rate for the Town. Collins provided the background to the discussions about setting two water rates to the intended rate, with an increase to 7% this year. Collins also explained the change of the original secured party to conduct the water analysis at no charge to the town. Staff reported two options to conduct the analysis, less than \$10,000, and recommend moving forward with the analysis, covering the work from Administration funds. Roger Moseley requested the Board consider doing an in-house budget review and pointed out that 10% of the base rate for capital improvement will not be enough to save. MOTION (Ball, Dreher) to approve Resolution 13-2023 setting the increase. Roll call vote – aye 4; nay 2 (Farr, Padgett). Motion passed. Board also provided direction to move forward with the more comprehensive analysis to be completed soonest. A service agreement will come back to the Board.
26. Resolution 11-2023 to Adopt the 2023 Town Master Fee Schedule. Collins noted the water rates are appropriately reflected in the fee schedule. Mayor Havenar stated these can be adjusted at any time. MOTION (Ball, Dreher) to approve Resolution 11-2023 adopting the 2023 Master Fee Schedule. Roll call vote – aye 5; nay 1 (Farr). Motion passed.
27. Resolution 7-2023 to Approve Appointments to Board of Adjustment. Mayor Havenar spoke to the enjoyment of serving on the BOA. Mr. Bob Radosevich and Kevin Dreher were congratulated for their new appointments. MOTION (Havenar, Stern) to approve Resolution 7-2023 for BOA appointments. Roll call vote – aye 6; nay 0. Motion passed.
28. Resolution 8-2023 to Approve Appointment to Pikes Peak Regional Building Department (PPRBD). Trustee Dennis Stern is appointed to the PPRBD advisory committee. MOTION (Ball, Dreher) to approve Resolution 8-2023 for the PPRBD appointment. Roll call vote – aye 6; nay 0. Motion passed.
29. Emergency Ordinance 1-2023 to Amend Moratorium on Sign Code. Discussion took place about the two blanks requiring Board consideration – size of sign and days to comply – and the sign code being content neutral and the process with final sign code. MOTION (Havenar, Ball) to approve Ordinance 1-2023 to amend the code with the addition of 40 square feet and compliance in 60 days. Roll call vote – aye 6; nay 0. Motion passed.
30. Ordinance 2-2023 to Amend Section 3.24 Retail MJ Excise Tax. Discussion took place about gathering more information on this item. Ms. Melissa Woodward inquired about the original ballot language and reviewing with staff. MOTION (Farr, Stern) to table to the next meeting for more information. Roll call vote – aye 5; nay 0. Motion passed. Mayor Havenar noted for the record that Trustee Ball left the meeting for a brief period (8p).
31. Initiate Termination of the IGA with Tri-lakes Fire District. Interim Chief Vincent provided background on the request to terminate the IGA with Tri-lakes (Monument) Fire. It requires 90-day notice to term and Chief Vincent stated the IGA acts the same as mutual aid except that we pay for each call. MOTION (Farr, Padgett) to terminate. Roll call vote – aye 5; nay 0. Motion passed.
32. Review/Distribute Draft of the Revised Employee Handbook. Collins highlighted a few of the changes and requested that Board members reach out with specific questions.

Public Comment

Mr. Gene Kalesti addressed the Board about the Parks Commission initiative to create parkland at the elephant rock property and mentioned the abundance of volunteers stepping forward to support the development of connecting trails. Mr. Roger Moseley expressed his support for the plan as well as his concern about the cost to the town to maintain four buildings.

Board Reports

Trustee Stern explained his endorsement of Mayor Havenar's nomination to the CML Board. MOTION (Stern, Farr) to support the nomination submitted. Roll call vote – aye 5; nay 0. Motion passed.

Trustee Dreher expressed his appreciation to PD for the ride along he did on New Year's Eve. Mayor Havenar offered kudos to Kevin and to PD for the support given to her son in an accident.

Mayor Havenar recapped her attendance to PPACG, with a new board and mentioned the involved discussion of ozone regulations. Mayor Havenar also attended the El Paso County swearing in.

Trustee Ball returned to the meeting at 8:15 pm.

Next Meeting (1/19 workshop; 1/26 meeting) and Future Items

Convene to Executive Session. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – lease agreement(s) for elephant rock property; water service request; PD personnel complaint. MOTION (Farr, Ball) to convene to executive session at 8:20 pm. Roll call vote – aye 6; nay 0. Motion passed.

Reconvene to Open Session. MOTION (Farr, Ball) to reconvene to open at 9:53 pm. Roll call vote – aye 6; nay 0. Motion passed.

Adjourn. The meeting was adjourned at 9:55 pm.

Glant Havenar, Mayor

ATTEST: Dawn A. Collins, Town Clerk



BOARD OF TRUSTEES - SPECIAL MEETING

Thursday, January 19, 2023 at 7:00 PM

Chamber House, 300 Hwy 105, Monument

MINUTES

Call to Order. Mayor Havenar called the special meeting to order at 7:15 PM.

Roll Call. Present: Mayor Glant Havenar, Trustees Dennis Stern, Jessica Farr, Shana Ball, Kevin Dreher, Sam Padgett.

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) – elephant rock property. MOTION (Farr, Padgett) to convene to executive session at 7:17 pm. Roll call vote – aye 6; nay 0. Motion passed.

Reconvene to Open Session. MOTION (Farr, Ball) to reconvene to open at 8:26 PM. Roll call vote – aye 6; nay 0. Motion passed.

Adjourn. MOTION (Padgett, Ball) to adjourn. Motion passed.

Mayor Glant Havenar

ATTEST: Julia Stambaugh, Deputy Town Clerk

TOWN OF PALMER LAKE
Financial Statements
December 2022
Unaudited



CASH POSITION

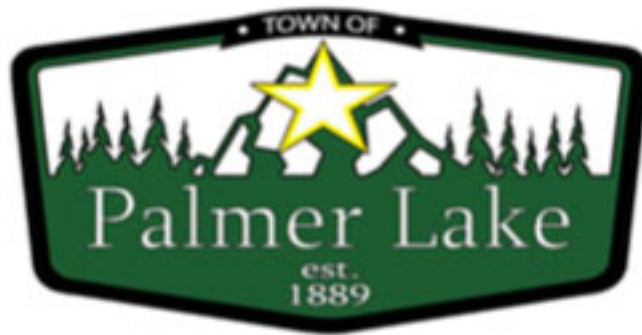
December 31, 2022



TOWN OF PALMER LAKE				
Schedule of Cash Position				
December 31, 2022				
FINANCIAL INSTITUTION	TYPE OF ACCOUNT	CHECKING / SAVINGS	BANK RATE	BALANCE
OPERATING FUNDS:				
Community Banks of CO	General Fund Operating	Checking	n/a	\$ 1,083,241
<i>* Restricted - Operating Reserve - 3 months (\$582,475)</i>				
Community Banks of CO	Water Fund Operating	Checking	n/a	\$ 846,035
<i>* Restricted - Operating Reserve - 3 months (\$236,018)</i>				
Colorado Trust (ColoTrust)	General Fund	Savings	4.30%	\$ 1,424,035
Subtotal - Operating Funds				\$ 3,353,310
RESTRICTED FUNDS:				
Colorado Trust (ColoTrust)	Water Reserve 2010	Savings	4.30%	\$ 181,393
Colorado Trust (ColoTrust)	Water Loan Reserve	Savings	4.30%	\$ 200,956
Colorado Trust (ColoTrust)	Water Savings	Savings	4.30%	\$ 201,581
Colorado Trust (ColoTrust)	Police CIP Reserve	Savings	4.30%	\$ 7
Colorado Trust (ColoTrust)	Fire CIP Reserve	Savings	4.30%	\$ 60,521
Colorado Trust (ColoTrust)	CTF Reserve	Savings	4.30%	\$ 27,559
Colorado Trust (ColoTrust)	Roads CIP Reserve	Savings	4.30%	\$ 10,079
Subtotal - Restricted Funds				\$ 682,097
TOTAL				\$ 4,035,408

GENERAL FUND

December 2022



TOWN OF PALMER LAKE

Item 3.

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND For the Twelve Months Ended December 31, 2022 UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Taxes	\$ 2,090,342	\$ 2,392,091	\$ 301,749	114%
Fees and Licenses	191,900	216,948	25,048	113%
Intergovernmental	14,100	7,317	(6,783)	52%
Fines	70,900	66,176	(4,724)	93%
Interest income	12,000	34,652	22,652	289%
Departmental	19,000	110,815	91,815	583%
Miscellaneous income	170,100	147,074	(23,026)	86%
Total Revenue	\$ 2,568,342	\$ 2,975,073	\$ 406,731	116%
EXPENDITURES				
General and Administrative				
Salaries and Benefits	\$ 179,369	\$ 166,230	\$ 13,139	93%
Professional Services	315,785	425,165	(109,380)	135%
General Administration	605,730	465,818	139,912	77%
Total General and Administrative	\$ 1,100,885	\$ 1,057,213	\$ 43,671	96%
Police Department				
Salaries and Benefits	\$ 588,861	\$ 518,388	\$ 70,473	88%
Professional Services	-	-	-	0%
General Administration	60,470	76,012	(15,542)	126%
Total Police Department	\$ 649,331	\$ 594,400	\$ 54,931	92%
Fire Department				
Salaries and Benefits	\$ 464,572	\$ 454,529	\$ 10,043	98%
Professional Services	-	-	-	0%
General Administration	73,050	116,592	(43,542)	160%
Total Fire Department	\$ 537,622	\$ 571,121	\$ (33,499)	106%
Roads Department				
Salaries and Benefits	\$ 187,002	\$ 171,357	\$ 15,645	92%
Professional Services	20,000	14,176	5,824	71%
General Administration	388,071	274,902	113,169	71%
Total Roads Department	\$ 595,073	\$ 460,435	\$ 134,638	77%
Parks Department				
Salaries and Benefits	\$ 62,231	\$ 20,543	\$ 41,688	33%
General Administration	23,200	23,260	(60)	100%
Total Parks Department	\$ 85,431	\$ 43,803	\$ 41,628	51%
Total Expenditures	\$ 2,968,341	\$ 2,726,972	\$ 241,369	92%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ (400,000)	\$ 248,101	\$ 648,100	
FUNDS BALANCE - BEGINNING OF YEAR		\$ 2,749,080		
FUNDS BALANCE - END OF YEAR		\$ 2,997,181		
Less:				
Restricted:				
Operating Reserve - 3 months		(582,475)	<i>Note 1</i>	
Fire - CIP Reserve		(60,521)		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		\$ 2,354,185		

Note 1: A 12 Month Operating Reserve would be Optimum

WATER ENTERPRISE FUND

December 2022



TOWN OF PALMER LAKE

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

For the Twelve Months Ended December 31, 2022
UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Water Revenue	\$ 1,198,500	\$ 1,168,286	\$ (30,214)	97%
Water Fees	71,957	54,250	(17,707)	75%
Water Taps	200,000	54,222	(145,778)	27%
Late Fees/ Service Fees	-	20,074	20,074	0%
Water Meters	6,500	1,950	(4,550)	30%
Interest	3,000	9,113	6,113	304%
Miscellaneous	-	525	525	0%
Total Revenue	<u>\$ 1,479,957</u>	<u>\$ 1,308,420</u>	<u>\$ (171,537)</u>	<u>88%</u>
EXPENDITURES				
Salaries and Benefits	\$ 454,797	\$ 414,662	\$ 40,135	91%
Professional Services	127,500	148,271	(20,771)	116%
Administrative	183,450	195,030	(11,580)	106%
Operations	461,400	110,705	350,695	24%
Capital	412,654	83,661	328,993	20%
Debt Service	183,229	194,639	(11,410)	106%
Total Expenditures	<u>\$ 1,823,030</u>	<u>\$ 1,146,968</u>	<u>\$ 676,062</u>	<u>63%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (343,072)</u>	<u>\$ 161,452</u>	<u>\$ 504,525</u>	
FUNDS AVAILABLE - BEGINNING OF YEAR		<u>\$ 656,879</u>		
FUNDS AVAILABLE - END OF YEAR		<u>\$ 818,331</u>		
Less:				
Restricted:				
Operating Reserve - 3 months (CWR&PDA Loan Requirement)		(236,018)	<i>Note 1</i>	
Water Loan Reserve		(200,956)		
Water Reserve - 2010		<u>(181,393)</u>		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u><u>\$ 199,963</u></u>		

Note 1: A 12 Month Operating Reserve would be Optimum

CONSERVATION TRUST FUND

December 2022



TOWN OF PALMER LAKE

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

For the Twelve Months Ended December 31, 2022

UNAUDITED

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
State Shared Revenue	\$ 44,406	\$ 33,726	\$ (10,680)	76%
Interest/Miscellaneous income	-	474	474	0%
Total Revenue	<u>\$ 44,406</u>	<u>\$ 34,200</u>	<u>\$ (10,206)</u>	<u>77%</u>
EXPENDITURES				
Salaries and Benefits	\$ 18,774	\$ 19,363	\$ (589)	103%
Administrative	25,630	13,367	12,263	52%
Total Expenditures	<u>\$ 44,405</u>	<u>\$ 32,730</u>	<u>\$ 11,674</u>	<u>74%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 1</u>	<u>\$ 1,470</u>	<u>\$ 1,468</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 36,140</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 37,610</u></u>		

GRANTS AND DONATIONS FUND

December 2022



TOWN OF PALMER LAKE

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

For the Twelve Months Ended December 31, 2022

UNAUDITED

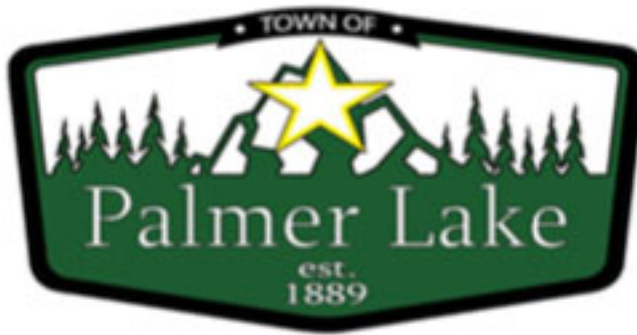
Item 3.

For Information Purposes Only

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
FPPA Matching Funds	\$ 14,000	\$ -	\$ (14,000)	0%
Fire Mitigation Grant	50,000	-	(50,000)	0%
DOLA EIAF Water Sys- PER Grant	15,000	15,000	-	100%
CDOT Bridge Rehab	200,000	-	(200,000)	0%
CDOT PL Elementary Road Improvements	176,590	-	(176,590)	0%
American Rescue Plan	376,145	376,145	-	100%
CDPHE 2020 WQIF	-	25,300	25,300	0%
Fire Grants	-	17,263	17,263	0%
Police Donations/ Grants	59,437	81,201	21,764	137%
Parks Donations/ Grants	1,000	6,292	5,292	629%
Total Revenue	\$ 892,172	\$ 521,201	\$ (370,971)	58%
EXPENDITURES				
General Administrative				
Grants Expense- DOLA / GOCO	\$ -	\$ -	\$ -	0%
Total General Administrative Expenditures	\$ -	\$ -	\$ -	0%
Police Department Expenditures				
Grant Expense	\$ 59,537	\$ 40,091	\$ 19,446	67%
Total Police Department Expenditures	\$ 59,537	\$ 40,091	\$ 19,446	67%
Fire Department Expenditures				
Grants Expense	\$ -	\$ 10,788	\$ (10,788)	0%
Fire Mitigation CUSP	50,000	105,902	(55,902)	212%
Total Fire Department Expenditures	\$ 50,000	\$ 116,690	\$ (66,690)	233%
Roads Department Expenditures				
CDOT Bridge Rehab	\$ 200,000	\$ -	\$ 200,000	0%
CDOT PL Elementary Road Improvements	176,590	20	176,570	0%
Grants Expense- Douglas	13,900	-	13,900	0%
Total Roads Department Expenditures	\$ 390,490	\$ 20	\$ 390,470	0%
Parks Department Expenditures				
Parks Committee (donations)	\$ 1,000	\$ 313	\$ 687	31%
Total Parks Department Expenditures	\$ 1,000	\$ 313	\$ 687	31%
Water Department Expenditures				
American Rescue Plan	\$ 376,145	\$ 248,369	\$ 127,776	66%
DOLA EIAF Water Sys- PER Grant	15,000	-	15,000	0%
Total Water Department Expenditures	\$ 391,145	\$ 248,369	\$ 142,776	0%
Total Expenditures	\$ 892,172	\$ 405,483	\$ 486,689	
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES				
	\$ -	\$ 115,718	\$ 115,718	

Check Register

December 2022



Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	12/1/2022
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

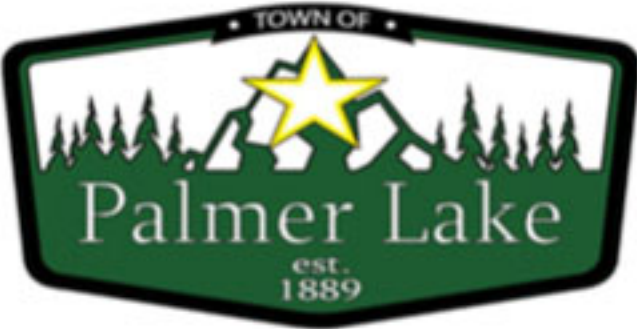
Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
48537	BELLAPANINI	BELLA PANINI	12/8/2022	COBANK-CKG 9495	PMCHK00000072	\$500.00
48538	BRADLEYEXCAVATI	BRADLEY EXCAVATING INC.	12/8/2022	COBANK-CKG 9495	PMCHK00000072	\$31,725.00
48539	FILTRONICSINC	FILTRONICS, INC.	12/8/2022	COBANK-CKG 9495	PMCHK00000072	\$22,523.79
48540	HELLOHOUSEKEEPI	HELLO HOUSEKEEPING	12/8/2022	COBANK-CKG 9495	PMCHK00000072	\$600.00
48541	RICHARDEATON	RICHARD EATON	12/8/2022	COBANK-CKG 9495	PMCHK00000073	\$400.00
48542	AMCOBI	AmCobi	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$1,869.56
48543	AMCOBIIT	AMCOBI	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$3,681.50
48544	APPLIEDINGENUIT	APPLIED INGENUITY, LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$1,852.78
48545	AT&TMOBILITY	AT & T MOBILITY	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$1,408.86
48546	BH	BLACK HILLS ENERGY	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$1,176.37
48547	BLUETREEELL	BLUE TREE, LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$800.00
48548	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$62.50
48549	CKT	COMMON KNOWLEDGE TECHNOLOGY	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$2,728.00
48550	COREELECTRICCOO	CORE ELECTRIC COOPERATIVE	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$9,750.01
48551	CROSSEDPATHSSUR	CROSSED PATHS SURVEYING SERVIC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$2,050.00
48552	DANAKEPNERCOMPA	DANA KEPNER COMPANY, LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$2,202.84
48553	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$61.00
48554	FAC	FROMM & COMPANY LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$4,756.50
48555	HILLSFIRE&SPEED	HILL'S FIRE & SPEED SHOP	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$14,943.12
48556	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$184.94
48557	KROBLAWOFFICES	KROB LAW OFFICE, LLC	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$25,000.00
48558	VEGA,NANCY	NANCY VEGA	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$68.45
48559	OREILLY	O'REILLY	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$16.36
48560	PIONEER	PIONEER	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$130.73
48561	SGS	SGS NORTH AMERICA, INC.	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$645.92
48562	T2SYSTEMS	T2 SYSTEMS CANADA INC.	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$70.00
48563	GAZETTE	THE GAZETTE	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$263.55
48564	TOTALOFFICE	TOTAL OFFICE	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$36.15
48565	UNCC	UTILITY NOTIFICATION CENTER OF	12/12/2022	COBANK-CKG 9495	PMCHK00000074	\$70.20
48566	AIRGAS	AIRGAS USA, LLC	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$349.02
48567	BNSFRAILWAYCOMP	BNSF RAILWAY COMPANY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$64.37
48568	CIRSA	CIRSA	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$260.72
48569	COMCAST	COMCAST	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$203.35
48570	CKT	COMMON KNOWLEDGE TECHNOLOGY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$2,098.00
48571	DANAKEPNERCOMPA	DANA KEPNER COMPANY, LLC	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$9,401.18
48572	DISTRICT10WATER	DISTRICT 10 WATER USERS ASSOC.	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$50.00
48573	ELECTRICSERVICE	ELECTRIC SERVICE OF COLORADO	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$500.44
48574	ESO	ESO SOLUTIONS, INC.	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$417.06
48575	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$1,250.00
48576	HELLOHOUSEKEEPI	HELLO HOUSEKEEPING	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$600.00
48577	LUMEN	LEVEL 3 COMMUNICATIONS, LLC	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$449.84
48578	LYONSGADDIS	LYONS GADDIS	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$1,156.00
48579	OREILLY	O'REILLY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$47.95
48580	PALMERLAKESANIT	PALMER LAKE SANITATION	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$1,321.34
48581	PIONEER	PIONEER	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$5,191.36
48582	KNASTERTECHNOLO	THE KNASTER TECHNOLOGY GROUP	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$783.00
48583	UNIONPACIFICRAI	UNION PACIFIC RAILROAD COMPANY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$1,965.02
48584	USDAFORESTS SERVI	USDA FOREST SERVICE	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$3,265.18
48585	WHISLERINDUSTRI	WHISLER INDUSTRIAL SUPPLY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$164.40
48586	XFINITY	XFINITY	12/19/2022	COBANK-CKG 9495	PMCHK00000075	\$8.28
48587	BERRY,WILLIAM	WILLIAM BERRY	12/19/2022	COBANK-CKG 9495	PMCHK00000076	\$62.49

Total Checks: 51

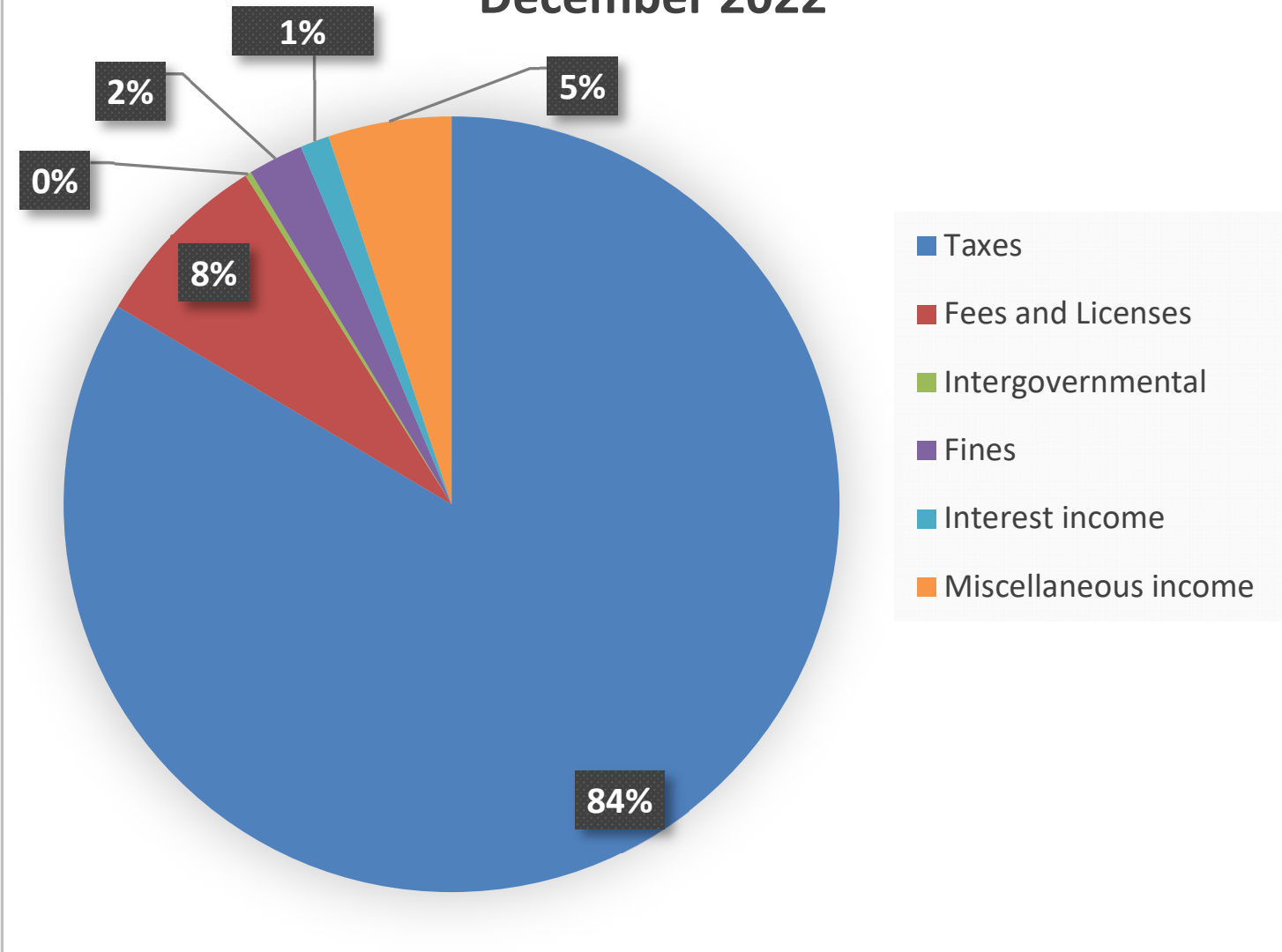
Total Amount of Checks: \$159,187.13

CHARTS

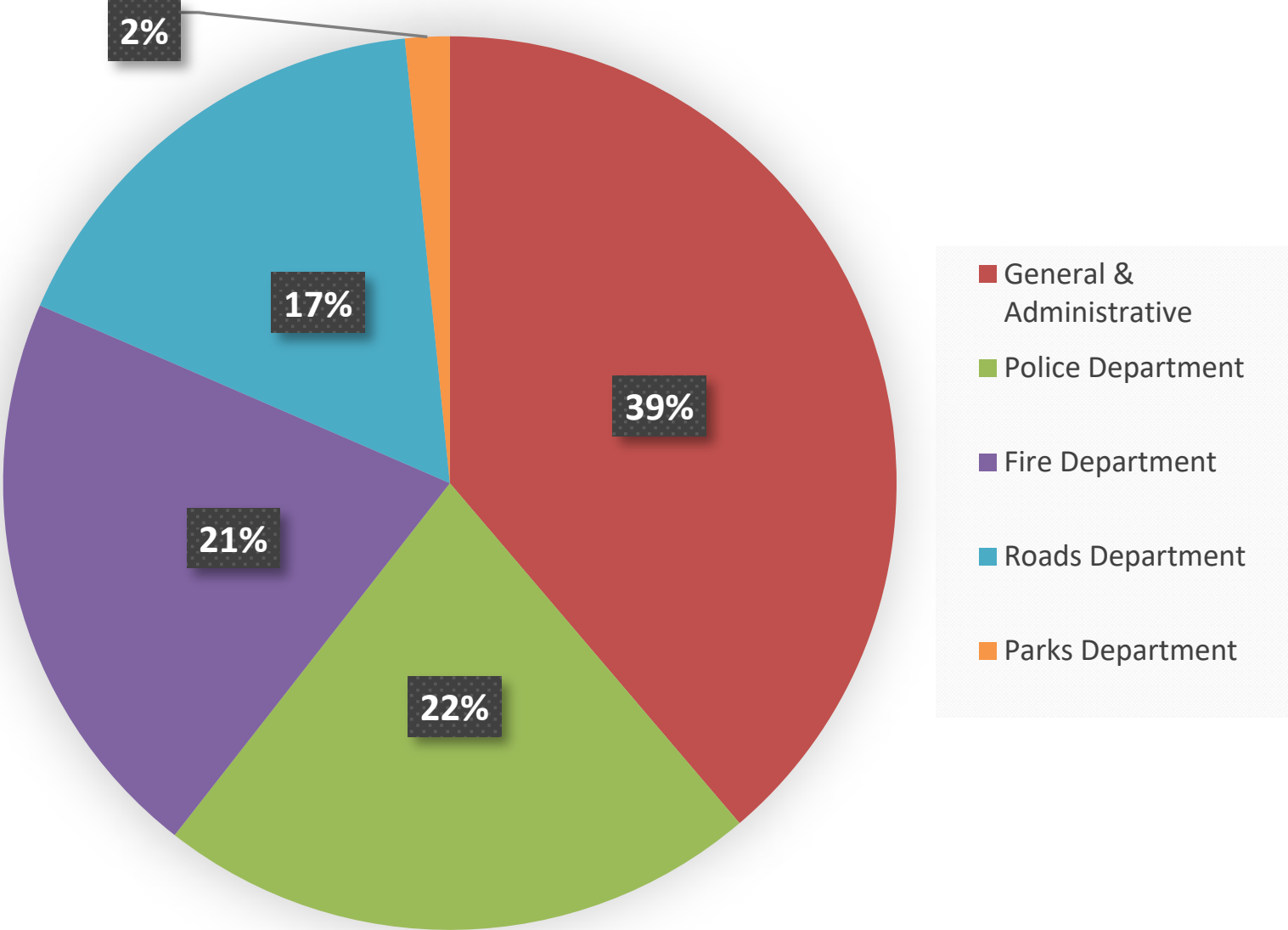
December 2022



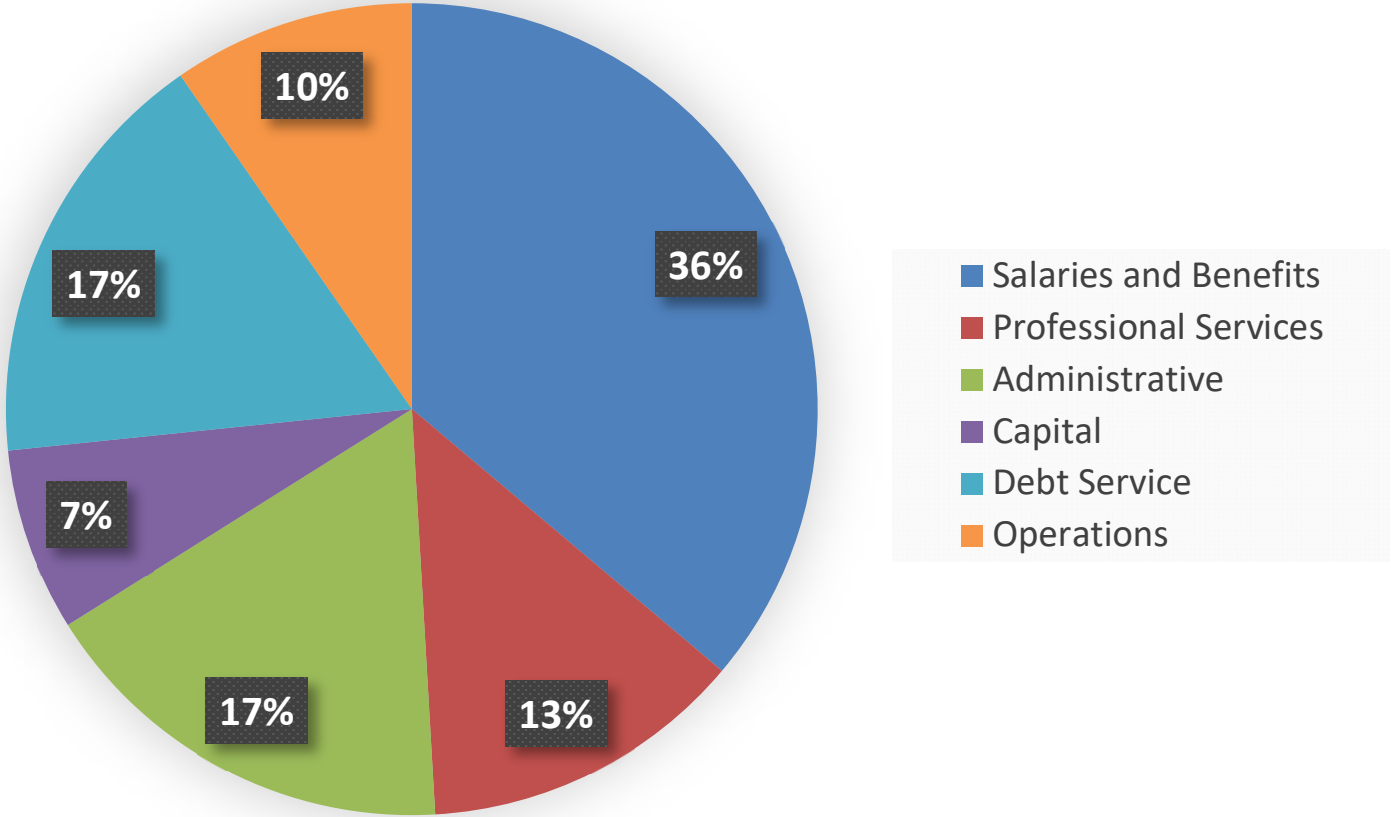
General Fund Revenue Breakdown December 2022

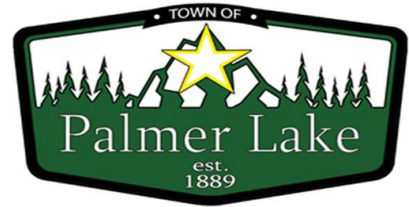


General Fund Expenditure Breakdown December 2022



Water Enterprise Fund Expenditure Breakdown December 2022





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

DATE: January 26, 2022	ITEM NO.	SUBJECT: SPECIAL EVENT – 2023 WINTERFEST – BROOMBALL TOURNAMENT
Presented by: Deputy Clerk Julia Stambaugh		

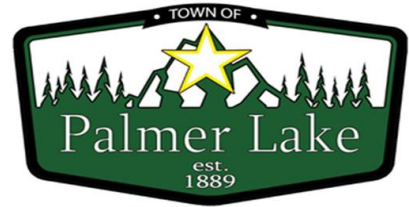
Recommended Action

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

Background

Palmer Lake Parks will again host its annual Broomball Tournament on Saturday, February 26 from 2-4:30pm. This event is open to the public. They expect approximately 200- 300 people, this would include the participants They are looking forward to a fun day on the ice, warmed by fire barrels, hot drinks, and S'mores. The event will have items for sale, which will be donated for the improvement of the parks in Palmer Lake. They also plan to have food trucks and a food trailer. If any of the food vendors use propane, they will be inspected by the Fire Dept. prior to the start of the event.

At the writing of this memo, there has not been a meeting between the event coordinators and the staff. However, a meeting is planned for 01/24 to review their application and to speak to any questions or concerns the department heads may have about the event.



Item 7.

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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Ordinance to Adopt Official Zoning Map
Presented by: Town Administrator /Clerk		

With the completion of the Master Plan, it is recommended to adopt the current zoning map, as enclosed.

PALMER LAKE, COLORADO

ORDINANCE NO. 2 - 2023

**AN ORDINANCE TO ADOPT AND RECORD THE OFFICIAL ZONING MAP
OF THE TOWN OF PALMER LAKE COLORADO**

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

WHEREAS, pursuant to state statute, specifically including C.R.S. 31-23-301 *et seq.* and the Local Government Land Use Control Enabling Act of 1974, C.R.S. 29-20-101 *et seq.* the Town is authorized to enact and adopt zoning regulations; and,

WHEREAS, Section 17.12.020 of the Town Code makes the Official Zoning Map of the Town of Palmer Lake, Colorado applicable to Title 17 of the Town Code, a copy of said map being available for public examination at the Town Offices during normal business; and,

WHEREAS, although the Town has had zoning regulations, the Town has not previously had an Official Zoning Map; and,

WHEREAS, the Town has engaged the professional services of Community Matters Institute to create a Zoning map based upon the previously adopted Town zoning regulations.

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

1. The Map attached as Exhibit A hereto is hereby adopted as the Official Zoning Map of the Town of Palmer Lake, Colorado and the shall be recorded as such.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

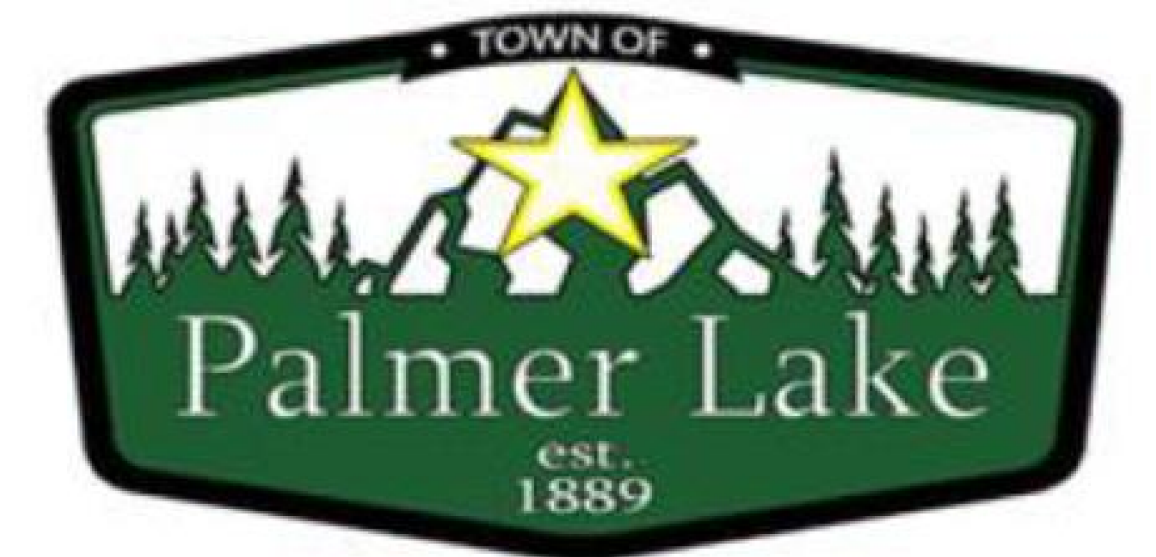
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26TH DAY OF JANUARY 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



Town of Palmer Lake Official Zoning Map

LEGEND

- Lakes
 - Streams
 - Railroad
 - Town Boundary
 - County boundary
 - Pike National Forest
 - Greenland Ranch Open Space
- ZONE DISTRICTS**
- C1 Commercial/General Business
 - C2 General Business & Commercial
 - CC Convenience Commercial
 - M1 General Industrial
 - O1 Recreation
 - RA Residential Agricultural
 - R1E Estate
 - R1 Low Density Residential
 - R2 Intermediate Density Residential
 - R3 Medium Density Residential
 - R10,000 Single Family Residential
 - PUD Planned Unit Development

Sources:
 - Town of Palmer Lake
 - GMS, Inc., Consulting Engineers
 - El Paso County
 - Douglas County
 - State of Colorado

Disclaimer: Neither the Town of Palmer Lake nor Community Matters Institute, nor any of their employees shall be held liable for any improper or incorrect use of the information contained herein and assume no responsibility for anyone's use of the information. Although the data found and processed are believed to be reliable, no warranty, expressed or implied, is made regarding the accuracy, adequacy, completeness, legality, reliability, or usefulness of any information, unless otherwise indicated.

1. This map shall not be used to: Establish specific legal lots of record, or individual parcel boundaries; or Establish property descriptions for the legal conveyance of parcels of land.
2. Individual property boundaries are subject to frequent change, and recent changes may not be reflected on this map. El Paso County and the Town of Palmer Lake cannot anticipate and do not assume responsibility or liability for subsequent, secondary use of this map. No representation or warranty is made as to the completeness or accuracy of this map for any use other than the intended use of identifying zoning district boundaries.



Open Space

Douglas County

El Paso County

OFFICIAL TOWN OF PALMER LAKE ZONING MAP CERTIFICATE

I, Glant Havenar, as Mayor of the Town of Palmer Lake, Colorado, do hereby certify that this Official Zoning Map has been approved and reflects all rezones approved through the rezoning process within the Town.

 Glant Havenar, Mayor

 Dawn Collins, Town Administrator / Clerk

ACKNOWLEDGEMENT

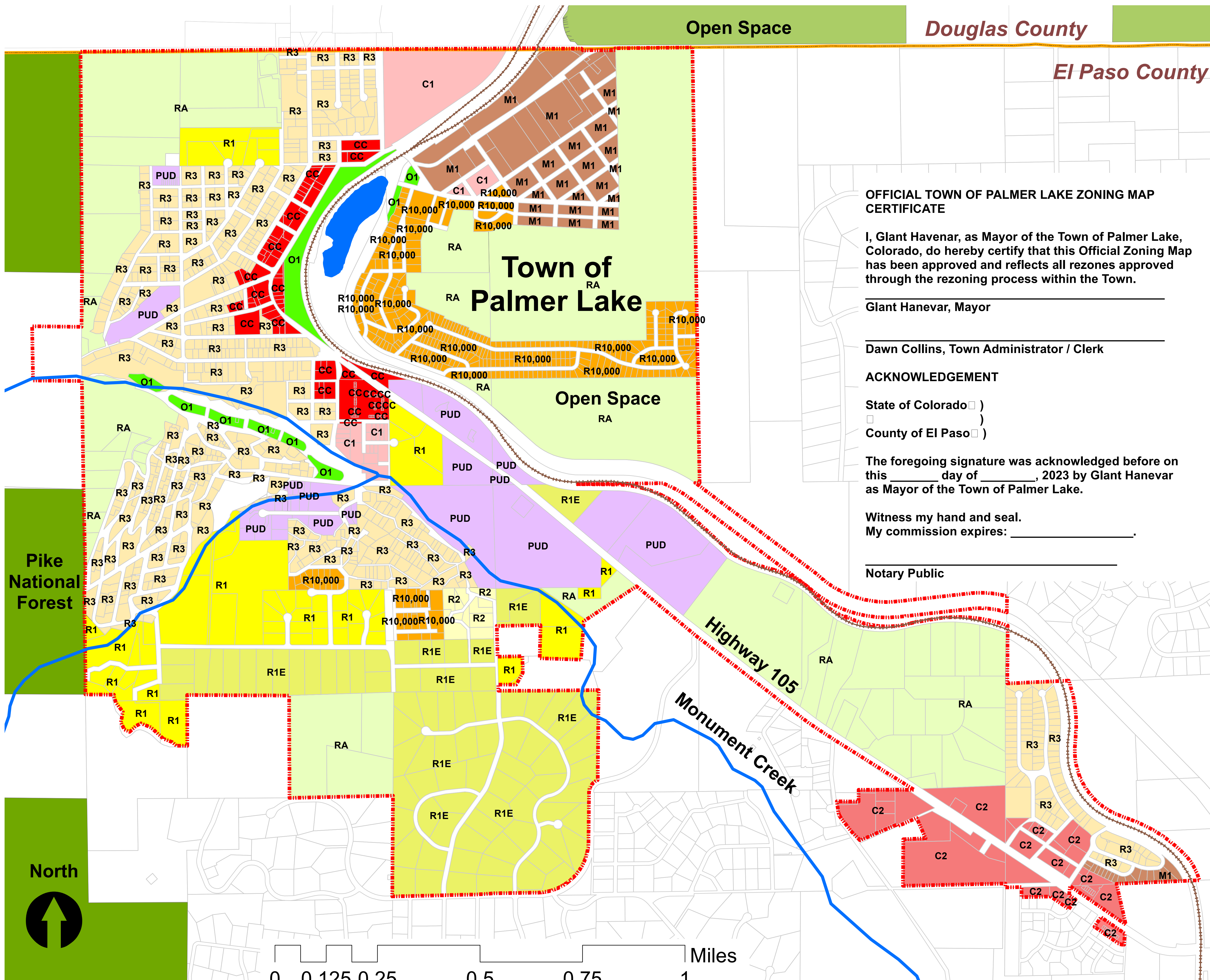
State of Colorado)
)
 County of El Paso

The foregoing signature was acknowledged before on this _____ day of _____, 2023 by Glant Havenar as Mayor of the Town of Palmer Lake.

Witness my hand and seal.
 My commission expires: _____

 Notary Public

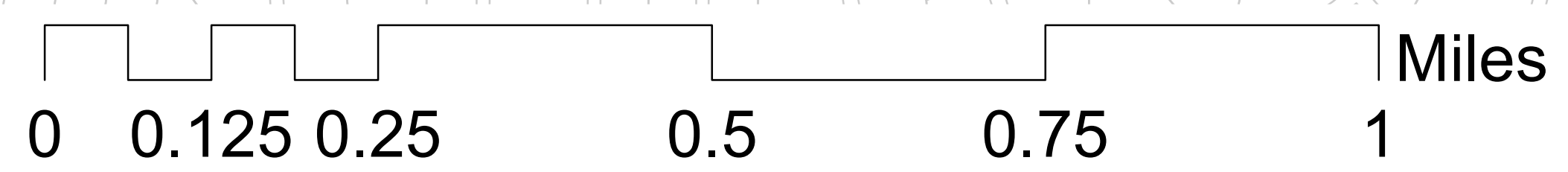
Town of Palmer Lake

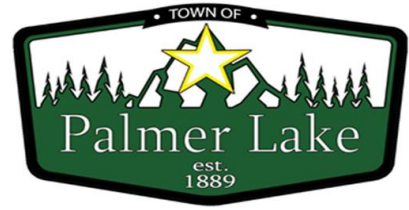


Pike National Forest

Highway 105
Monument Creek

North





Item 8.

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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Resolution to Authorize Driveway Agreement (Commercial Lane)
Presented by: Town Administrator /Clerk		

With licenses approved for establishments to operate a retail business at 850 Commercial Lane, and the Town Board allowing access from a platted, undeveloped right of way in the town - Commercial Lane - it is recommended that a driveway agreement be created with the current property owner, Berkenkotter Holdings LLC, for the private use.

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

RESOLUTION NO. 14 - 2023

**A RESOLUTION TO AUTHORIZE DRIVEWAY AGREEMENT FOR TOWN RIGHT OF WAY, AKA
COMMERCIAL LANE, PALMER LAKE, COLORADO**

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

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

WHEREAS, a property owner of commercial land requests use of a town right of way, Commercial Lane, to be used as a private driveway; and

WHEREAS, the private use of a town right of way requires a driveway agreement, as drafted herein.

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 authorization of a driveway agreement with Berkenkotter Holdings LLC for the private use of town right of way, Commercial Lane, as expressed in the enclosed agreement.

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 26TH DAY OF JANUARY 2023.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

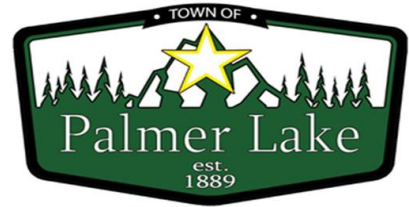
ATTEST:

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

PRIVATE RIGHT OF WAY AGREEMENT

The Town of Palmer Lake, Colorado, P.O. Box 208, Palmer Lake, Colorado 80133, hereinafter referred to as "the Town" and Berkenkotter Holdings LLC of Palmer Lake, Colorado hereinafter referred as "Property" enter into the following agreement this __ __ day of _____, 2023.

1. Berkenkotter Holdings LLC is the owner of the commercial property more fully described as Lots 1, 2 and 3, Palmer Lake Technological Center Subdivision, Town of Palmer Lake, El Paso County, Colorado.
2. The Town is the owner of an undeveloped right of way for the extension of Commercial Lane within the Town of Palmer Lake, which undeveloped road right of way abuts the property by Lot 3 and Tract A and extends between Circle Road and Meadow Lane in within the Town of Palmer Lake.
3. The Town at this time has no plans for development of that portion of Commercial Lane.
4. "Property" wish to avoid the full cost of developing Commercial Lane to current city specifications, however wish to develop a private driveway and utilize their above described property.
5. "Property" agrees to pay the Town rental of \$1.00 per year for the right to place a private driveway over and along the right of way of Commercial Lane described above.
6. "Property" agrees to pay all costs associated with such private driveway. "Property" also agrees to post the driveway as a private road.
7. In the event any other property owner whose property abuts the currently undeveloped portion of Commercial Lane wishes to develop their property and to utilize Commercial Lane for access to their property, then the town will require parties to share in the costs of the Commercial Lane development and extension with the other property owners reimbursing their proportionate share of the cost of improvement in the development of Commercial Lane.
8. If Commercial Lane is developed to Town specifications, the Town agrees to enter into a reimbursement agreement with the Property Owner(s) to provide for third party or parties reimbursement of the proportionate share of the costs of developing Commercial Lane for a period of fifteen (15) years as provided by Ordinance.
9. "Property" agrees that they will be solely responsible for all liability in connection with the private roadway, Commercial Lane, and agree to indemnify and hold harmless the Town. "Property" agrees to indemnify and hold harmless the Town from any and all claims which may arise from their use or third party's use of the private road. "Property" agrees to provide proof of insurance to the town annually showing the town



Item 9.

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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Resolution to Authorize Residential Well Agreement (ERock)
Presented by: Town Administrator /Clerk		

Mr. Kurt Ehrhardt, owner of ERock LLC, is requesting a residential well at 816 Meadow Lane with construction of a new residential dwelling.

Approval of the resolution will allow the residential well and the property owner can move forward with the application to drill a well with the state.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 15 - 2023

A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH EROCK LLC FOR PARCEL LOCATED AT LOT 38, ELEPHANT ROCK SUBDIVISION, 816 MEADOW LANE, PALMER LAKE, COLORADO

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

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

WHEREAS, the Town is unable to provide water service to the parcel identified as Lot 38, Elephant Rock subdivision, located at 816 Meadow Lane, owned by ERock LLC; and

WHEREAS, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

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

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
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 26th DAY OF JANUARY 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

WELL PERMIT AGREEMENT

THIS AGREEMENT is made this ___ day of _____ 2023 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter "LANDOWNER") collectively referred to as "PARTIES".

RECITALS

WHEREAS, LANDOWNER is the owner of certain land generally located in a portion of Lot 38, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 816 Meadow Lane; and

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

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

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

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

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed. LANDOWNER agrees to pay the well permit fee as established in the TOWN'S fee schedule prior to the drilling of the WELL.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.

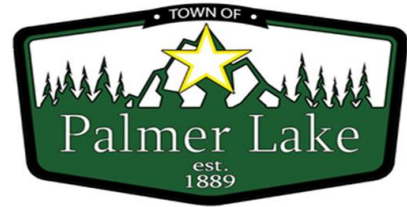
3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.
5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6" in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to have WELL metered and readings presented to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and any and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. LANDOWNER agrees to pay a reasonable fee, as adopted and determined by the TOWN Board of Trustees at its sole discretion, subject to adjustment, for LANDOWNER's use of the TOWN's water.
10. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

TOWN OF PALMER LAKE, COLORADO

MAYOR

ATTEST: _____
Dawn A. Collins
Town Administrator / Clerk

LANDOWNERS:



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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Resolution to Approve Revised EE Handbook
Presented by: Town Administrator /Clerk		

As previously reviewed and distributed, the enclosed employee handbook is revised with punctuation and grammar clean up and slight change or addition to align with current practice or further benefit town staff. There have been no questions from Board members on this revision.

The following highlights amended sections:

- Sec 2.5 – correct number of required days to report injury
- Sec 3.3 – correct number of days absent
- Sec 3.7 – add “rehire”
- Add Sec 3.21 – inclement weather (office delay or closure procedure)
- Sec 4.8, 4.11 – address compensatory time
- Sec 5.0 – modify eligibility of benefits to regular scheduled 35+ hours
- Sec 6.0 – modify eligibility of paid leave to regular scheduled 35+ hours
- Sec 6.3 – clarify process for hourly personnel paid/working an observed holiday
- Sec 7.2 – remove “retirement” as all resignation treated same

Approval of the resolution will make the enclosed changes effective for town staff.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 16 - 2023

A RESOLUTION ADOPTING THE REVISED EMPLOYEE HANDBOOK

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

WHEREAS, the Town of Palmer Lake, Colorado, adopted a revised Employee Handbook in November 2020; and

WHEREAS, from time to time, revisions are made to align policy with work activity or suggest modifications; and

WHEREAS, the enclosed copy of the handbook reflects the respective revisions.

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

1. The Board of Trustees for the Town of Palmer Lake hereby approves the revised Employee Handbook, as attached hereto.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26th DAY OF JANUARY 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

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TOWN OF PALMER LAKE EMPLOYEE HANDBOOK

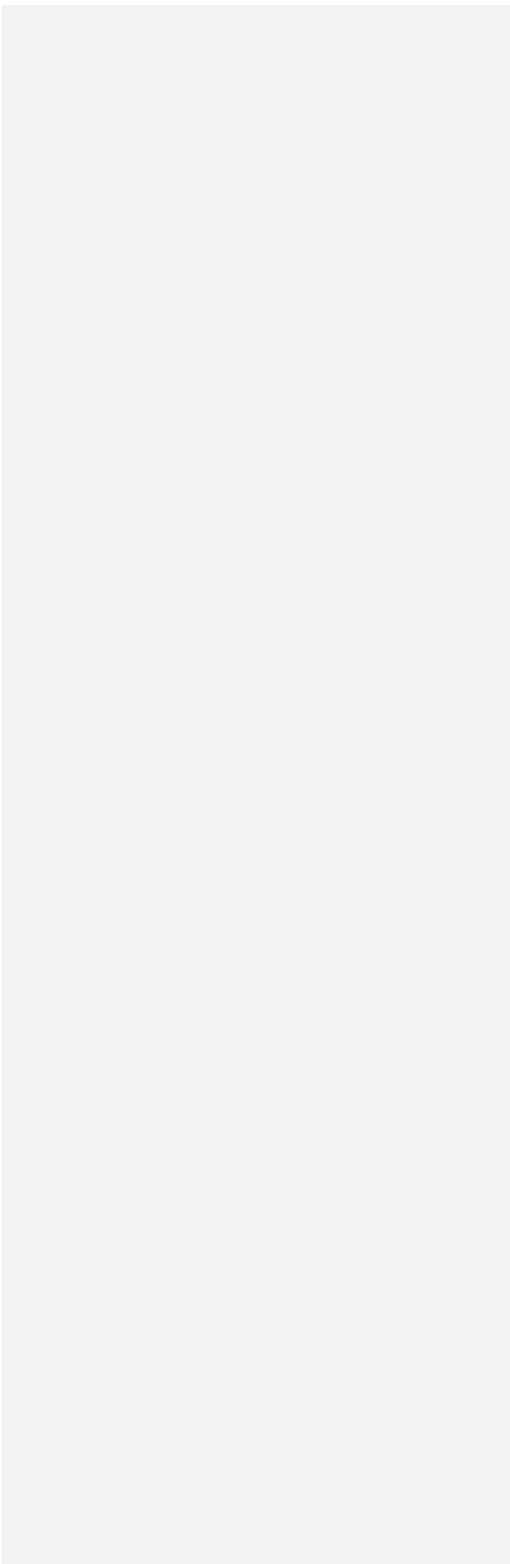


Rev. ~~August~~ January 2023~~1~~

Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted on 8/12/2021 (Resolution 38-2021); Revised & Adopted on

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Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted ~~on~~ 8/12/2021 (Resolution 38-2021). Revised & Adopted X (Resolution #2023)

1.0 INTRODUCTION

1.1 Employment At-Will

IMPORTANT:

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE ORGANIZATION AND SOME INFORMATION ABOUT WORKING AT THE TOWN OF PALMER LAKE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ANY PREVIOUSLY ISSUED EDITIONS.

AT THE TOWN OF PALMER LAKE, NEITHER THE EMPLOYEE NOR THE ORGANIZATION IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE TOWN IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE ELECTED OFFICIAL OR TOWN ADMINISTRATOR, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE ELECTED OFFICIAL OR TOWN ADMINISTRATOR AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE ORGANIZATION RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE DESIGNATED HUMAN RESOURCE REPRESENTATIVE.

1.2 Authority of Town Board of Trustees & Town Administrator

The Mayor and Board of Trustees shall exercise their authority to set legislative policy for the Town, and the management of daily operations is directed through the Town Administrator. The Town Administrator retains the right to operate the Town consistent with the authority provided by the Mayor and Board of Trustees, including, but not limited to, the right to direct the work of employees; hire, promote, demote, classify, evaluate, and retain employees in positions with the Town; demote, suspend, discharge, or otherwise discipline employees; transfer, assign and schedule employees; lay off employees; determine and implement the methods, equipment, facilities, personnel, and other means by which Town operations are to be conducted; take steps necessary to maintain the efficiency and safety of operations; determine the Town budget with department input and with Town Board approval; determine the level of activity and Town services provided with Town Board approval; and determine planning or staff levels impacting the overall budget with Town Board approval.

1.3 Equal Employment Opportunity

The Town is dedicated to the principles of equal employment opportunity (EEO). The Town prohibits unlawful discrimination against applicants or employees due to age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as Town officials, volunteers, customers, clients, vendors, consultants, etc.

1.4 ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on operations of the Town. Employees needing such accommodation are instructed to contact their supervisor or the Town Administrator immediately.

1.5 Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from a health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Town Administrator or designated Human Resources representative.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.6 Sexual Harassment

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Employees are always expected to conduct themselves in a professional business-like manner. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Refer to the Anti-harassment Policy.

Complaint Procedure:

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

An employee is required to report the incident to the Mayor or to the Town Administrator, who will cause to investigate the matter and take corrective action. Complaint shall be kept as confidential as practicable. If it is preferred not to go to either of these named individuals with a complaint, the employee should report the incident to the Town Attorney.

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If there is a violation of EEO or retaliation standard, employees shall follow the complaint procedure.

If the Town determines an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

1.7 Public/Media Relations

Communication with the media needs to be consistent, timely and professional. Therefore, it is required that all official responses to the media be made with authorization from the Mayor, Town Administrator, or designee. This requirement does not prevent employees from speaking with the media, but employees should not attempt to speak on behalf of the Town unless they have specifically been authorized to do so by the Mayor or Town Administrator.

1.8 Employee Classification

- **Exempt** employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.
- **Non-exempt** employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given workweek, or as otherwise required by applicable state law. **NOTE:** Fire and Police staff are under different rules for overtime eligibility.
- **Full-time** employees are those who are normally scheduled to work 40 hours per week. **NOTE:** Fire and Police staff are under different rules for overtime eligibility.
- **Part-time** means an employee normally scheduled to work fewer than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.
- **Temporary** employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. (Temporary employees may be classified as exempt or nonexempt on the basis of job duties and compensation.)

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1.9 Personnel Records

Personnel records are retained by the Town Administrator, or designee, concerning all employees. Such records may include any documents needed to be kept as documentation of the employer-employee relationships. In addition, administrative records are kept as necessary for payroll and benefits.

To keep personnel records current, the employee shall notify the Town Administrator, or designee, shall be notified of any change in the employee's contact information, health/life insurance changes, emergency contact information, or any other information needed to maintain accurate records. Each employee is also responsible to update keep their supervisor, Administration and/or payroll informed of any changes and for providing the Town with records concerning any licenses or certification required for the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

1.10 Outside Employment

No Town employee shall engage in outside employment which interferes with the proper and effective performance of the employee duties or attendance requirements, including overtime work, that may result in a conflict of interest, or that might require them to disclose or act on confidential information acquired by Town employment. Requirements of employment with the Town shall have priority over any requirements of outside employment.

2.0 WORK ENVIRONMENT

2.1 General Rules of Conduct

The Town expects all employees to act in the best interest of the Town and its constituents. It is the responsibility of all employees to observe all rules, guidelines, operating procedures and directives of the Town. The Town further expects that each employee will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the Town or described in these guidelines are not meant to be all inclusive, but rather address some common and serious potential problems. Refer to the Town Code of Conduct Policy.

2.2 Dress and Appearance

All employees of the Town must maintain an appearance that is neat, clean, and appropriate to the position and area in which the employee works. **NOTE:** Fire and Police shall adhere to approved uniforms for each department.

2.3 Drugs and Alcohol

The Town is committed to a safe, healthy, and productive work environment for all employees that is free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

In accordance with the Drug-Free Workplace Act of 1988, the Town prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during Town time, on Town premises, or other work sites. Any employee who is convicted or pleads guilty or no contest under a criminal drug statute for a violation occurring in the workplace must notify the Town within five days of such conviction or plea. Testing is an important element in the Town's efforts to ensure a safe and productive work environment. The Town has issued a separate statement for this testing program. Please refer to this separate statement, the designated Human Resources representative, or your supervisor if you have specific questions. Refer to the Drug-Free Workplace Policy.

2.4 Safety

It is the responsibility of each employee to learn and observe all applicable safety practices, guidelines, directives, or procedures. Safety-related questions should be directed to each employee's immediate supervisor. Violation of safety practices, guidelines, directives, or procedures may result in disciplinary action up to and including termination. Employees are expected to schedule and attend mandatory safety training on a regular basis as directed by their supervisor. Employees are also expected to report any unsafe conditions or behaviors to their supervisor.

The Town has safety rules with which employees are expected to comply. These rules are not exclusive; employees are expected to do their job in a reasonable and safe manner whether department specific safety rules apply or not. It is the responsibility of each employee to read and understand all Town safety rules. Disobeying a safety rule may result in disciplinary action up to and including termination. Safety policies may be established by department.

2.5 Reporting Accidents/Workers' Compensation

The Town supports the prevention of work-related injuries. However, when a work-related injury or illness takes place, no matter how minor, a report must be made as soon as practical to the employee's immediate supervisor for review and completion to the Town Administrator, or designee. Such report ~~shall~~must be made preferably within 24 hours whenever possible, and is required within ~~four-ten (410)~~ business days ~~in order~~ to be eligible for coverage. When necessary, employees ~~shall~~must seek prompt medical treatment from one of the plan designated providers. Appropriate reporting and treatment must be followed ~~in order to~~to provide the employee coverage for the cost of medical treatment.

2.6 Equipment Maintenance/Housekeeping

Each employee is responsible for the condition of equipment used on the job. Equipment that is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment to their immediate supervisors.

Cleanliness and orderliness are important to the operation of the Town. Employees are responsible to keep their work areas clean and orderly.

2.7 Smoking

Smoking and other tobacco use are not permitted anywhere in the Town's indoor facilities, automobiles, or within fifteen (15) feet of the main entrance into a building, or in any other area where the Town prohibits smoking or other tobacco use.

2.8 Violence-Free Workplace

The Town is committed to preventing workplace violence and to maintaining a safe work environment.

Conduct that threatens, intimidates, or coerces another employee, or a member of the public at any time will not be tolerated.

All threats of (or actual acts of) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor and/or the Town Administrator. This includes threats by employees, as well as threats by citizens, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor and/or the Town Administrator.

The Town Administrator, or designee, will promptly and thoroughly investigate all reports of threats of (or actual acts of) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation.

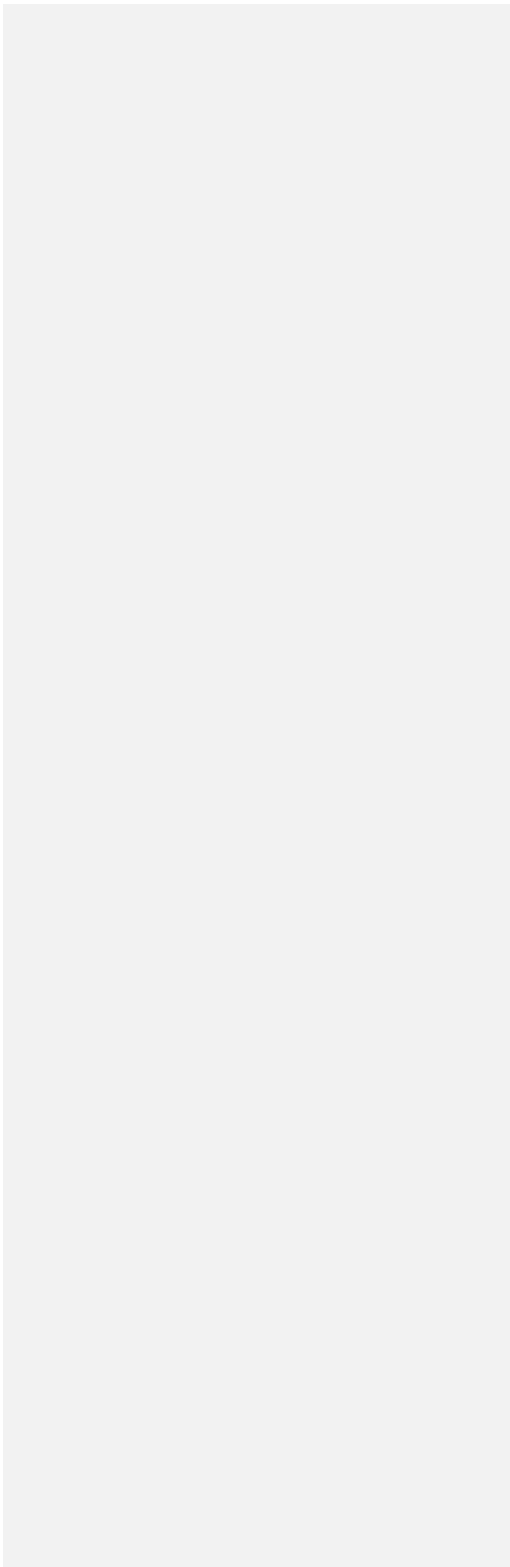
Anyone determined to be responsible for threats of (or actual) violence or other conduct in violation of these guidelines will be subject to disciplinary action up to and including termination.

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The Town encourages employees to bring their disputes or differences with other employees to the attention of an immediate supervisor, or the Town Administrator, before the situation escalates into potential violence. The Town is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.



3.0 ON THE JOB

3.1 Hours of Work

Normal business hours for Town offices are from 7:30 a.m. until 4:30 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 noon on Friday. **NOTE:** Police, Fire and Public Works employees may be assigned to shifts outside the normal office hours of the Town and shall work those hours designated for their shift and/or position.

3.2 Break Times

Employees are allowed one-half hour lunch break as well as two (2) 10-minute breaks for each workday scheduled for more than five (5) hours, as feasible. All breaks shall be approved by each supervisor, provided that, where possible, lunch breaks shall be scheduled between 11:30 a.m. and 1:30 p.m. Once assigned, lunch and break times shall remain constant unless an employee's supervisor requires minor variations based on the individual work requirements.

3.3 Attendance and Notice of Absence

Regular attendance by all employees is important to the successful operation of the Town. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of business. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned shift schedules.

Employees that are going to be absent or late must contact their supervisor by telephone or text message approximately one half-hour, or as soon as possible, prior to the start of their shift. The reason for and probable duration of the absence shall be provided by the employee. The Town Administrator may request doctor's notes for an absence continuing more than two consecutive days. Failure to call in when absent for ~~two-three~~ (3) consecutive days shall result in disciplinary action, up to and including termination.

3.4 Tardiness

All employees are required to report in a timely manner. Persistent tardiness of non-exempt employees may be charged as leave without pay. Persistent tardiness of any employee may result in disciplinary action.

3.5 Training and Education

The Town supports education and training programs which improve the skills, qualifications, and performance of Town employees. The Town may pay the fees and costs of education and training programs that are specifically required by the Town, according to the department budget. In addition, the Town may, in its discretion, approve payment of all or a portion of the fees and costs of education or training programs requested by employees. The Town's approval of payment for one segment, portion, or course that is a component of an education or training program does not obligate the Town to pay for any additional segment, portion, or course.

Educational leave is available, with approval of the immediate supervisor and the Town Administrator, to assist employees in developing professional and technical skills related to employment with the Town. Such leave may be granted to attend professional or technical conferences, training seminars, schools, or programs. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested. Eligible employees may receive up to eight hours of regular compensation during such attendance.

Refer to the Employee Travel Policy.

3.6 Promotions

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher rate of pay. All regular employees of the Town are eligible to be considered for promotions for which they apply and meet the position qualifications.

3.7 Transfers

An employee may be transferred through promotion, successful application for a vacant position, or at the discretion of the Town Administrator.

Promotions, ~~and transfers,~~ or rehire will follow the basic guidelines of a new hire. Refer to the New Hire Policy.

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3.8 Employee Review

The annual review process will include a mandatory dialogue, which is intended to provide employees feedback concerning employment progress. It is required in order to qualify for an annual wage increase. Employees should contact and advise an immediate supervisor, the Town Administrator or Human Resources representative, if more than one year has passed since receiving formal feedback. The review process is not meant to serve as a substitute for ongoing discussions between supervisors and employees throughout the year but to supplement discussions to plan and assist in employee performance and development.

3.9 Licenses and Certifications

Employees whose jobs require professional license or certification must present documentation of their license or certification prior to employment or upon certification. The Town may pay the cost of obtaining additional licenses or certifications required for the current job and maintaining it in a current status. Employees are responsible for maintaining their license or certification in an active status and provide copies of such licensing, renewal, changes, etc., to the Town Administrator for personnel files.

3.10 Use of Town ~~Equipment~~ (Property)

Town ~~equipment (personal property)~~ is to be used strictly for official Town business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove Town ~~equipment~~ property, or the property of any other employee from Town premises or work sites, without proper authorization. Any employee who steals Town property or the property of any other employee, or who abuses, misuses, damages, or destroys Town property shall be subject to discipline, up to and including termination. Refer to the Use of Town ~~Property Policy~~ Equipment Policy.

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3.11 Use of Town Vehicles

Town vehicles may be used strictly for the purpose and in the manner authorized by the Town. Only authorized and qualified Town employees may operate Town vehicles. All vehicles shall be operated in accordance with all applicable traffic laws and vehicle operators shall be responsible for the condition and proper use of their vehicles.

Unauthorized or improper use of Town vehicles may result in discipline, up to and including

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| termination.

3.12 Conflict of Interest and Misuse of Authority

Town employees shall not place their personal interests above the best interest of the Town, or its constituents, and must not use the authority of their position or information gained from employment in a manner that would be unfair or could reasonably be perceived as unfair to the public. Therefore, employees must not grant any special consideration, treatment, or advantage to any person beyond that which is available to every other person unless otherwise required by law. Furthermore, employees must not accept any personal compensation in return for rendering assistance in obtaining any contract, claim, license, permit, permission, approval, or other economic benefit from the Town. In addition, Town employees shall not:

- Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- Take any official action directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial direct or indirect financial interest or business arrangement;
- Disclose or use confidential information acquired during his or her official duties to further substantially his or her personal financial interests;
- Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence him or her in the discharge of his or her responsibilities, or which could be construed as a reward for action taken during official duties.

Any employee who has a potential conflict of interest due to direct (self) or indirect (meaning immediate family member – parent; sibling; spouse; children by blood, adoption or marriage; grandparent; grandchildren; in-laws) shall disclose such potential conflict to the immediate supervisor.

3.13 Gifts

The Town prohibits individual employees from asking for, or accepting, a gift of any kind from any person that is greater than a certain value. Government employees may accept gifts if any of the following are true:

- The gift is based upon a pre-existing personal or family relationship with the government employee, so long as the gift is motivated by the relationship (like a birthday present to your sister).
- The gift is valued at \$20 or less, so long as the gift is not cash, and the employee accepts no more than \$50 in gifts, in the aggregate, from the same outside source in a calendar year.
- The gift consists of modest refreshments, such as juice and bagels at a seminar, and not as part of a meal.
- The gift consists of free attendance at widely attended gatherings (although some agency restrictions may apply to this exception).

3.14 Employee Complaints

The Town of Palmer Lake encourages an open-door atmosphere. If an employee has an issue or concern that the Town may help solve, employees are encouraged to discuss it with the immediate supervisor or any other member of the Town's management team.

Anyone who retaliates against someone who has, in good faith, reported wrongdoing or suspected wrongdoing may be subject to disciplinary action, up to and including termination of employment.

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Employees should share their questions, concerns, suggestions or complaints with their immediate supervisor. If the employee is not comfortable speaking with their supervisor or not satisfied with the supervisor's response, the employees shall report the concern to the Town Administrator. The Town Administrator shall work with appropriate staff, including the Town Attorney, if necessary, to determine how violations or concerns will be addressed.

Anyone filing a complaint concerning a violation or suspected violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

Reports of violations, or suspected violations, will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

3.15 Discipline

The Town expects all employees to conduct themselves with the highest professional, business, and ethical standards and will not tolerate inappropriate or insubordinate conduct. The Town may take disciplinary action as it deems appropriate in any given circumstance, up to and including termination, without any warning, procedure, or formality. Whether an employee's performance, conduct, or behavior warrants disciplinary action is within the Town's discretion. The Town does not intend by these guidelines to create any expectation that any employee will be assured of any form of disciplinary action, such as warnings, notice, or any form of progressive discipline, prior to discipline, up to and including termination.

3.16 Administrative Leave

Employees may be placed on administrative leave with or without pay under such circumstances as may be deemed necessary by the Town Administrator. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

3.17 Facilities and Equipment/Inspections

The Town may conduct searches after notice is given and with the employee's consent of employee's personal effects. This may include, but is not limited to, lunch bags, boxes, purses, personal computers, packages, or vehicles.

The Town may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town and copies of those keys are kept by the Town.

3.18 Use of Town Computer and Telecommunications Resources

All Town computers, devices, and other resources, including Town owned cellular phones, must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this guideline may result in revocation of access privileges and may result in disciplinary action up to and including termination. Refer to Use of Technology/Communication Policy.

3.19 Use of Electronic Mail

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, regardless if the message is converted to hard copy format after receipt and regardless if the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through a local, regional, or global computer network. All Town electronic mail systems are owned by the Town and shall be used for conducting official Town business. Other than incidental personal use, any other use is prohibited. Refer to Use of Technology/Communication Policy.

3.20 Use of Social Media

Social media offers many ways for users to interact with one another, such as instant messaging, blogging and commenting, microblogging, events, status updates, online communities, forums, and message boards, podcasts, website link sharing, wikis, video conferencing, and sharing photos and videos. The Town acknowledges that social media changes rapidly and, therefore, the policy is intended to be illustrative rather than exhaustive. Refer to Social Media Policy.

3.21 Inclement Weather

The Town Administrator, or designee, ~~due to inclement weather, may determine, due to inclement weather, not to delay opening the office, or to not open the office, and therefore, to adjust staff reporting time, or to not require the staff to report. require staff to report to and open the office or delay the opening of the town office.~~ In such case, staff unable to work remotely will be paid at the regular rate for regular hours scheduled.

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4.0 COMPENSATION

4.1 Pay Guidelines and Procedures

The Town Administration is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

4.2 Work Week

A regular work week is a fixed and regularly recurring period of 168 hours – seven consecutive 24-hour periods, designated as the official work week for each employee. ~~Unless otherwise designated,~~ ~~this period will be from 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.~~ Employee work schedules may be flexible with approval by the immediate supervisor.

The Police and Fire Departments operate on a 14-day work period from 12:00 a.m. Sunday through 11:59 p.m. the Saturday after the following Saturday (13 days later).

4.3 Pay Schedule

Employees are paid every other Friday. When the pay day falls on a holiday, payroll deposits will typically be provided the day before the holiday.

4.4 Out of Class Pay

An employee temporarily assigned outside of their regular position shall be paid at the appropriate rate for the temporary assignment, after four weeks of serving such assignment, and until ~~they/he or she~~ returns to ~~their/his or her~~ former position.

4.5 Deductions

Federal and state income tax withholdings and Social Security and Medicare taxes ~~contributions~~ are automatically deducted from employee paychecks as required by law. Additionally, the following employee benefit deductions may be authorized in writing by individual employees:

- Employee contributions for medical, dental, or vision insurance;
- Employee contributions toward a retirement plan;
- Police and Fire deductions for FPPA and/or association membership fees.

4.6 Garnishment

A garnishment is a legally required deduction of a specified sum from an employee's wages to satisfy a creditor. If the Town is required to garnish an employee's wages, the garnishment will be made in accordance with the law.

4.7 Direct Deposit

The Town requires employees to have their paycheck deposited directly into at their depository account. ~~at a financial institution of their choice.~~ Employees shall authorize in writing the direct deposit of their net earnings with a designated financial institution of their choice, ~~and the employee's net earnings are deposited with the designated institution until such authorization is modified in writing.~~

Commented [CB4]: I think "at a financial institution of their choice." should be left in.

Commented [DC5R4]: OK, although it states designated financial institution in the next line.

4.8 Overtime and Overtime Compensation

Non-exempt employees are eligible for overtime. Eligible employees are compensated for all overtime hours at one and one-half (1½) times the applicable hourly rate, or will accumulate compensatory time at one and one-half (1½) hours for each hour worked over 40 in a work week. To the extent that any provision of this guideline conflicts with the Fair Labor Standards Act, the Fair Labor Standards Act shall govern.

All overtime worked must be approved in advance by a supervisor or other authorized representative of the Town. The 40-hour threshold is based on actual hours worked in the week. Therefore, sick time, vacation, holiday, or other paid or unpaid leave time is not included in calculating the ~~overtime~~40-hour threshold.

Non-exempt employees who work more than forty (40) hours in a work week may, at the employee's discretion, be compensated in compensatory time off in lieu of overtime pay for each overtime hour worked. It is understood that in agreeing to work for the Town, employees agree to accept compensatory time in compensation for overtime worked when deemed appropriate by Town management. Compensatory time tracking is the responsibility of each department supervisor or designee.

Eligible employees are permitted to accumulate up to eighty (80) hours of compensatory time. Employees may be directed to use accrued but unused compensatory time where he or she has accumulated the maximum permissible number of hours. ~~In addition, or, in the alternative,~~ the employee may be precluded from earning additional compensatory time until hours are used. If the supervisor determines that the employee must work in order to meet business needs, the employee will be paid overtime rather than earn compensatory time until the employee's accumulated hours fall back ~~to or~~ under the maximum.

Upon termination of employment, employees shall be compensated for any unused compensatory time at their current rate of pay or the average regular rate received by the employee during the last three years of employment, whichever is higher.

NOTE: The Police and Fire department work periods are fourteen (14) days. Eligible Police employees are paid overtime for hours worked ~~over more than 86 hours~~ in a work period. Eligible Fire employees are paid overtime for hours worked ~~over more than 106 hours~~ in a work period. Sick time, vacation, holiday, or other paid or unpaid leave time is not included in calculating the overtime threshold. ~~Benefit leave time (holiday, vacation, sick) is not counted as hours worked for overtime compensation.~~

4.9 Pay for Exempt Employees

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period. The Town is committed to complying with salary basis requirements which allows properly authorized deductions. If an employee believes an improper deduction has been made, the employee shall immediately report it to the Town Administrator or designated representative. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed promptly.

4.10 On Call Time

Employees may be assigned on-call duty requiring that they be available for call ~~in~~ during a specified time period outside their normal working hours. Employees shall be paid straight time for all hours worked, as required by law.

4.11 Reporting Time

All employees shall complete the Town required timesheet (paper or electronic) to record the appropriate time to be paid. Exempt employees shall record the total hours paid by established salary (typically 80 hours). Hours not worked shall also be recorded and coded to the appropriate leave type. ~~The~~ Completed timesheets shall be approved by the respective immediate supervisor at the end of each payroll period, indicating the time recorded for payment. Compensatory time tracking is the responsibility of each department supervisor or designee.

Commented [CB6]: Should this comp time statement be copied to or moved to the comp time section above?

Commented [DC7R6]: Done.

4.12 Training Time

Town employees shall be compensated for time spent in Town-required training activities. Compensation will not be provided, however, for the following training unless specifically authorized by the Town Administrator:

- Training undertaken to meet certification requirements mandated by a higher level of government (e.g., the State of Colorado or the United States) for performance of the employee's duties; and
- Training that meets all the following criteria:
 - Attendance is outside the employee's regular working hours;
 - Attendance is in fact voluntary;
 - The employee performs no productive work during attendance; and
 - Training is not directly related to the employee's job.

4.13 Expenses

The Town reimburses employees for expenses reasonably incurred during Town business, provided such expenses have been authorized in advance by the Town Administrator or are determined by the Town, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will be required to document expenses with receipts.

The Town may reimburse employees for use of their personal vehicle for Town business at the federal reimbursement rate per mile, unless another agreement for ~~use of a~~ personal vehicle use is established.

All requests for reimbursement of expenses shall be submitted using the Town's expense form. Refer to the Employee Travel Policy.

5.0 BENEFITS

Employees working more than (35) regular scheduled hours are eligible for benefits.

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~~5.15.4~~ Insurance Benefits

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The terms and conditions of all benefit plans offered by the Town are subject to change from time to time. Town insurance plans may require employee contributions as a condition of participation. The amount of shared premium contribution will be determined by the Town Administrator and may change with each renewal cycle. Required contributions must be authorized through payroll deductions. ~~Employees eligible for benefits include full-time exempt and full-time non-exempt employees.~~

Commented [CB8]: Eligibility is defined above.

Commented [DC9R8]: Missed that, thanks.

5.2 Group Health, Dental, and Vision Insurance

The Town shall offer health, dental, and vision insurance coverage for all eligible employees. Information is available from the Town Administrator, or designee, concerning eligibility and available options for benefits.

5.3 Group Life Insurance

The Town shall provide basic coverage for group life insurance for all eligible employees. Specific plan information is available from the Town Administrator or designee.

5.4 Retirement Benefit

The Town shall contribute up to a maximum match of 5% of an eligible employee's wages toward a retirement benefit plan.

6.0 LEAVE TIME

Unless otherwise specified below, ~~full-time~~ employees working more than (35) regular scheduled hours are provided the following leave time, holidays and vacation benefits.

6.1 Family and Medical Leave

Public sector employers are subject to the provisions of the Family Medical Leave Act (FMLA). However, to be eligible to take FMLA leave, employees must work at a worksite with at least 50 full-time equivalent (FTE) employees within 75 miles. Because the Town does not have 50 FTE within a 75-mile radius, employees are not eligible to take FMLA leave. However, the Town will provide medical leave as outlined below.

Medical Leave of Absence:

A medical leave of absence of not more than three months may be granted to ~~full-time~~ eligible employees. This unpaid leave is for absences arising from illness, injury, or pregnancy.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed ninety (90) days of employment with the Town.
- The Town Administrator is notified by the employee as soon as possible of the need for medical leave.
- The employee submits to the supervisor a written statement from the attending physician outlining the reason for leave and the estimated time needed. **NOTE:** The Town may require the employee to obtain an opinion from a medical provider selected by the Town.

Approvals are obtained from the Town Administrator prior to the leave. All available sick leave and earned vacation are used at the beginning of the leave of absence.

When the estimated period of leave is less than three months, and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating the ability to return to work.

The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The Town shall continue (medical/life) insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act (ADA) or other law, additional accommodations may be provided. Employees must supply adequate information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive

process between the employee and the Town.

~~Part-time employees are not eligible for medical leave except as required for a disability.~~

The Town provides paid or unpaid leave for use by employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave shall be approved in advance by each employee's supervisor. Absence from work without advance approval may subject an employee to discipline, up to and including termination. In addition, the Town may prohibit the employee from using any form of paid leave for an unapproved absence regardless of the reason for the absence if it was feasible to obtain advance approval for the absence.

6.2 Vacation

~~Full-time~~Eligible employees shall accrue vacation with each pay period. All use of vacation time must be approved by each employee's immediate supervisor. Vacation hours may be taken in a minimum of half-hour increments.

All ~~full-time-eligible~~ employees shall accrue vacation as follows:

Years of Service	Annual Vacation Leave Accrual Rate	Maximum Limit
0 to <5 years of service	96 hr – (12) 8-hr days	192 hr – (24) 8-hr days
5 to <10 years of service	120 hr – (15) 8-hr days	240 hr – (30) 8-hr days
10 to <15 years of service	168 hr – (21) 8-hr days	336 hr – (42) 8-hr days
15+ years of service	240 hr – (30) 8-hr days	480 hr – (60) 8-hr days

Employees begin accruing vacation leave upon hire, up to the maximum limit ~~for~~ the respective ~~tier of years of service tier~~ limit. ~~No employee shall accrue more than the prior year vacation balance plus the current year accrual. Each tier's maximum limit is two times its annual accrual.~~ Once the employee reaches the maximum limit at any time throughout the year, ~~the employees~~ shall not accrue additional vacation leave until the balance falls below the maximum allowable limit. Upon separation of employment, employees are paid at their current regular rate for all accrued but unused vacation time.

6.3 Holidays

The Town provides 8 hours of holiday pay on ~~the following~~ ~~paid-observed~~ holidays to ~~regularly-scheduled~~ employees working more than a minimum of at least (30) regularly scheduled hours per week, as follows:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday of January)
- President's Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Independence Day (July 4)
- Colorado Day (August 1)
- Labor Day (1st Monday of September)
- Cabrini Day (1st Monday of October)
- Veterans' Day (November 11)
- Thanksgiving Day (4th Thursday of November)
- Day after Thanksgiving (4th Friday of November)
- Christmas Eve Day (December 24)

Christmas Day (December 25)

One (1) Personal "Floating" Holiday (8 hours) – must be approved by supervisor with a minimum of 24-hour notice (~~awarded~~~~accrued~~ on ~~the employee's first payday on a~~ prorated basis ~~in the first year and, each subsequent year, on the first pay period following payday in January~~.)

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees working less than forty (40) hours shall receive holiday pay equal to the regular hours scheduled.

NOTE: A non-exempt employee who is required/approved to work on a ~~thean designated-observed~~ holiday ~~will earn the holiday pay and agrees to accept compensatory the hourstime for all time-~~ worked, ~~unless otherwise agreed to differently by the department supervisor and Administration-~~ (~~paid holiday in addition to actual hours worked~~).

NOTE: All temporary (or seasonal) employees scheduled to work on an observed holiday receive regular rate of pay for actual hours worked.

6.4 Sick Leave

Employees begin accruing sick leave upon hire. Paid sick leave may be used in half-hour increments. Upon separation of employment, sick leave is not paid out to employees.

~~Full-time-Eligible~~ employees shall accrue sick leave benefits at a rate of ninety-six (96) hours per year, up to a maximum limit of 720 hours. Once the employee reaches 720 hours of sick leave, ~~they employees~~ shall not accrue additional sick leave until the balance falls below 720 hours.

All other employees shall accumulate sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum limit of 48 hours. ~~These eEmployees shall not accrue additional sick leave until the balance falls below 48 hours.~~

The employee is responsible to notify their immediate supervisor each day prior to the start of a scheduled shift when unable to work because of an illness, injury, medical care or domestic violence; and inform their supervisor when expected to return to work. In the event an employee is absent for more than three days, medical or legal certification is required. This certification should indicate the employee was unable to work due to medical or domestic violence reasons and the length of time this restriction lasted. If an employee has an extended illness, accumulated sick time may provide pay while the employee is away from work. Unused sick hours may be carried over from year to year, ~~up to a limit of 48 hours. Employees shall not accrue additional sick leave until the balance falls below 48 hours.~~

Paid sick leave may be used for the following:

- When an employee has a mental or physical illness, injury, or health condition that prevents them from working;
- When an employee needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
- When an employee needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed above;

- When the employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment, and needing leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or
- Due to a public health emergency, a public official having closed either (A) the employee's place of business, or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

Because paid sick leave is accumulated ~~in order~~ to be used [for these reasons](#), employees will not receive extra pay or extra time off for unused sick time. Additional rules may apply in the case of a public health emergency.

6.5 Military Leave

Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing the veteran's re-employment rights. The Town pays for the first fifteen (15) days of leave per year. After that time, leave is without pay.

6.6 Emergency/ Bereavement Leave

Any employee who suffers a death in their immediate family will be allowed three (3) days leave at full pay, representing the regular work schedule for the employee. If the employee requires additional paid time, the employee must request use of sick leave, compensatory or vacation leave, with the approval of the Town Administrator. Temporary and seasonal employees, who need additional time may request time off without pay.

For purposes of this guideline, an employee's "immediate family" includes spouse, children, parents, grandparents, grandchildren or siblings, and the parents, siblings or children of the employee's spouse.

6.7 Jury Duty/Court Time

Any employee who is summoned for jury duty or subpoenaed in connection with their employment during a regularly scheduled work time will be compensated for regular scheduled hours up to two (2) workdays. A copy of the subpoena or order requiring such duty must be submitted to the Town Administrator with a leave request in advance of the absence. In addition, an employee who is absent from work due to jury service must submit a juror service acknowledgement to be compensated for such absence. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee may be paid to the Town or an equivalent amount deducted from the employee's pay.

Any subpoenas for matters not related to the employee's affiliation with the Town do not qualify for paid time. ~~P, and~~ paid leave time may be used if available.

6.8 Voting

Any employee whose work schedule is such that election services are not open during at least three (3) non-working hours on Election Day shall be permitted paid leave for the time spent voting, not to exceed two (2) hours. Notice to the immediate supervisor is required.

6.9 Unpaid Leave

Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave as permitted by the Town in its discretion. Unpaid leave shall not be granted for more than thirty (30) days and, depending upon circumstances or staffing requirements, may be renewed by the Town Administrator upon its expiration.

Employees shall not accrue vacation ~~or~~ sick leave, ~~or personal leave~~ while on unpaid leave. Employees on unpaid leave who are otherwise eligible to receive group insurance benefits may continue those benefits upon their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

6.10 Leave Donation Program

The Town recognizes that employees may encounter unexpected personal emergencies that result in a need for additional time off that is in excess of their available paid leave time allowable. The leave donation program is to address those situations when an employee may donate a portion of accrued but unused vacation leave time to another eligible employee. This policy is strictly voluntary, ~~and is eligible only for full-time eligible employees who are eligible to accrue and utilize vacation leave time.~~ Refer to the [Paid](#) Leave Donation Policy.

7.0 SEPARATION OF EMPLOYMENT

An employee may separate from employment with the Town by resignation, retirement, layoff or furlough or by termination, as described herein.

7.1 Resignations

An employee who resigns in good standing may be eligible to be considered for re-employment with the Town. An employee in good standing is one that does not resign as an alternative to termination, provides the Town a minimum of two (2) weeks' notice, and is cooperative with necessary exit procedures. Employees in a supervisor position are encouraged to provide the Town Administrator a notice of thirty (30) days or more.

Employees who resign are paid for all accrued but unused compensatory time and accrued but unused vacation, after one year of continuous employment, as provided in these guidelines. Employees who resign may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.2 Retirement

~~Employees who retire may be eligible for rehire. Employees planning for retirement are encouraged to provide the Town Administrator a minimum of a three (3) month notice. An employee retiring in good standing shall be paid accrued but unused compensatory time, accrued but unused vacation, and accrued but unused sick leave as described above. Employees who retire may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.~~

7.32 Layoff/Furlough

The Town may layoff or furlough employees for reasons of efficiency, economy, lack of work, or for such other reason as the Town Administrator deems necessary.

Employees who are in good standing, at the time of layoff, may apply for any current or future vacancies with the Town. At the time of layoff, employees are paid accrued but unused compensatory time and accrued but unused vacation leave only. Laid off employees may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.43 Termination

Employees who are terminated are not eligible for rehire. Terminated employees are paid for accrued but unused compensatory time only. Terminated employees may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.54 Exit Procedure

Employees who are laid off, resign, or retire shall contact the Town Administrator to provide all information required for separation, return all Town property, participate in an exit interview, and make arrangements for final pay and continuation of benefits if applicable.

8.0 MISCELLANEOUS GUIDELINES

8.1 Political Activity

All Town employees have the right as a citizen to participate fully in the political process. However, employees are prohibited to campaign for any candidate or cause on scheduled work time or utilizing Town resources/property. Employees are prohibited to publicly campaign for any candidate or cause while wearing the Town uniform or Town logo.

8.2 Board Membership of Employees

A Board of Trustees member may not be employed by the Town. Where a Trustee applies for employment with the Town, he/she must resign from the board if employment is offered and accepted. No Trustee may begin employment with the Town until after the effective date of their resignation. Where an employee of the Town is elected to the Town board, they must resign employment from the Town. Failure to do so shall result in termination of employment.

8.3 Data Disposal

During employment, the Town will collect certain information that is classified as "personal identifying information," or PII, under applicable laws. Such information may include, but is not limited to:

- Employee first and last name or initials;
- Username(s) and password(s);
- Social security number;
- Driver license or other identification card number;
- Medical documentation;
- Biometric data;
- And more.

The Town may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the Town will either (a) destroy the records or (b) arrange for the destruction (i.e., shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means).

9.0 EMPLOYEE ACKNOWLEDGEMENT

**I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _____.
I UNDERSTAND THAT I AM RESPONSIBLE TO BE FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:**

**EMPLOYMENT WITH THE TOWN OF PALMER LAKE IS AT-WILL. I HAVE THE RIGHT
TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT
ADVANCE NOTICE, FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.**

**THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF
MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF
EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF
EMPLOYMENT FOR A SPECIFIC DURATION.**

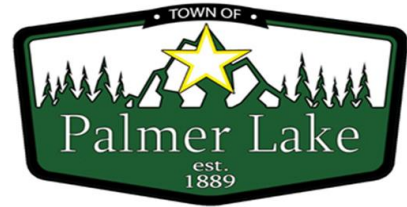
**THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A
SUMMARY OF TOWN GUIDELINES.**

**THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY
ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR
THE AT-WILL NATURE OF EMPLOYMENT. THE ORGANIZATION THEREFORE
RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT
PRIOR NOTICE.**

Employee Name (printed)

Signature

Date



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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Resolution to Authorize Services for Water Fund Analysis
Presented by: Town Administrator /Clerk		

Background

With over a year of proper data of the water fund revenue, staff was directed last fall to move forward with an analysis of the water fund – ie., revenue, rates, assets, debt obligation.

The individual, formerly with Rural Community Assistance Corp, Mr. Christopher Brandewie, was the initial party to conduct the review at no charge. He has agreed to conduct the analysis independently. It is a broader scope of analysis, as presented to the Board. Independently, Chris has agreed to conduct a comprehensive rate analysis including asset planning for not to exceed cost of \$6,000 within 4 months.

Administration budget will absorb this cost and recommends moving this effort forward with approval of the Resolution to authorize the service agreement with Mr. Brandewie, as presented.

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

RESOLUTION NO. 17 - 2023

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT FOR A WATER FUND ANALYSIS 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 desires an analysis of the water enterprise fund, including an asset inventory, forecasted reserve contributions, and drinking water rate study; and

WHEREAS, Mr. Christopher Brandewie has committed to conduct the analysis independently.

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 Town’s professional service agreement for a water fund analysis conducted by Christopher Brandewie for an amount not to exceed \$6000, per the enclosed.

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 26TH DAY OF JANUARY 2023.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

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

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this January __, 2023, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Water Rates by Brandewie LLC (hereinafter referred to as "Consultant").

RECITALS:

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

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

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **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 project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed six thousand Dollars (\$6,000). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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 all 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 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. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

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

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. COMPLIANCE WITH LAW

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

IX. INDEMNIFICATION

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

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

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

X. INSURANCE

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

Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

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

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement.

No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Dawn A. Collins, Town Administrator / Clerk
 Town of Palmer Lake
 42 Valley Crescent
 P.O. Box 208
 Palmer Lake, Colorado 80133

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

XI. NONASSIGNABILITY

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

XII. TERMINATION

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

Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit 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.

XVIII. NOTICE

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

The Town: Dawn A. Collins, Town Administrator / Clerk
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

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

Consultant: Christopher Brandewie
E: chrisbrandewie@gmail.com
Water Rates by Brandewie LLC
714 Ash Street
Denver, CO 80220

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

TOWN OF PALMER LAKE, COLORADO

By: _____
Glant Havenar, Mayor

CONSULTANT

By: _____
Chris Brandewie, Owner

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

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

Notary

My Commission Expires: _____

(SEAL)

Exhibit A

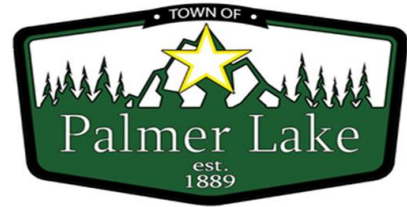
Water Fund Analysis

Including review of assets, reserve, and rates for the Town of Palmer Lake, for approximately 80 hours and not to exceed \$6,000 cost completed within four months.

Expectation is as follows:

- Town will forward the asset list and customer history;
- Consultant will meet (as needed) with Water staff (Supervisor Steve Orcutt and Operator Charles Roubidoux) to review assets/equipment and improvement needs;
- A capital improvement plan will be drafted and reported to (staff and) the Board of Trustees - this file will be given to the Town of Palmer Lake to annually update;
- Consultant will provide a presentation to the board on Assets, Reserves and Rates when presenting the Capital Improvements Plan for Town of Palmer Lake;
- With direction from the Board/staff, a rate study will be completed with baseline and then various scenario balancing the budget for a five-year forecast;
- A final report will be completed documenting the process, model inputs, and board decisions.

Completed independently by Christopher Brandewie, Water Rates by Brandewie LLC.



Item 12.

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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Ordinance to Amend Sec. 2.20 Relating to Parks Commission
Presented by: Town Administrator /Clerk		

The Parks Commission reviewed the current town code relating to the creation and authority of the Parks Commission. With the current activity to create and connect trails, the code should reflect the authority by the Town Board to conduct such activity.

Thus, enclosed is the redline copy - reviewed, revised, and recommended by Parks Commission on 1/10 and reviewed by staff - for your consideration to amend Sec. 2.20 relating to Parks Commission.

PALMER LAKE, COLORADO

ORDINANCE NO. 3 - 2023

**AN ORDINANCE AMENDING CHAPTER 2.20 OF TITLE 2 OF THE PALMER LAKE
MUNICIPAL CODE RELATING TO THE TOWN PARKS AND TRAILS
COMMISSION**

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

WHEREAS, the Town previously adopted regulations related to the Town Parks Commission, with such regulations being contained in Chapter 2.20; and,

WHEREAS, based upon the responsibilities being assigned to the Parks Commission, specifically with the addition of trail maintenance and responsibilities, and the membership of the Commission, the Board of Trustees desires to amend the Town Code to reflect such changes.

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

Section 1.

Chapter 2.20 of Title 2 of the Town of Palmer Lake Municipal Code is hereby amended, by adding the underlined language and deleting the strikethrough language as indicated below, with such Chapter 2.20 to read in its entirety as follows:

CHAPTER 2.20. - PARKS AND TRAILS COMMISSION

2.20.010. - Creation and establishment of advisory parks and trails commission.

There is hereby created and established the parks and trails commission, hereinafter referred to as "commission" in this chapter, for the town, which shall consist of ~~five~~ seven members, with an additional alternate member to fill in for a regular voting member as needed, who shall be town residents for a minimum of one year, and shall be appointed by the mayor with the approval of the town board of trustees.

2.20.020. - Term of office.

The terms of office for the appointed members shall be two-year staggered terms. Recommendation for re-appointment is an option. In the event that a vacancy occurs during the term of any member, his or her successor may be recommended by the commission and shall be appointed by the mayor, with the approval of the town board of trustees, for the unexpired portion of the term.

2.20.030 – Compensation.

Members shall serve without compensation.

2.20.040. - Duties and responsibilities.

It shall be the responsibility of the commission to solicit citizen input and volunteers to assist in the upkeep of town parks, trails, and trail bridges identified as work groups. The commission shall advise on matters pertaining to the implementation and development of the town park areas, ~~and new parks, trails and open spaces~~ subject to approval of the town board. The commission, when requested by the town board of trustees, shall consider, investigate, make findings, report and recommend upon any special matter or question impacting parks and/or trails. It shall also be the responsibility of the commission to study, investigate, counsel, and develop and/or update a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees, shrubs and weeds; ~~and the care, creation, or preservation of trails, trail bridges in parks, and Town property. It shall be the responsibility of the Commission to advise on, establish, or assist in special events in or impacting parks and /or trails.~~ Such plan(s) shall be presented to the town board of trustees and, upon their acceptance and approval, shall constitute the official comprehensive Palmer Lake Parks and Trails Plan for the town.

2.20.050. - Operation.

The commission shall meet monthly and follow Colorado Open Meeting rules and regulations and keep a journal of its proceedings. A quorum for the transaction of business shall consist of a majority of the members of the commission. All members present shall be required to vote in all matters where they do not have a declared conflict of interest.

The Commission may shall make its own internal rules, agreed upon by a majority of the Commission members. The rules can shall not conflict with existing Town Code or resolutions, policy, or laws of any government entity in the United States. It shall be the responsibility of Commission members to participate as a Point of Contact (POC) to assist in specific areas of town parks and trails.

2.20.060. - Interference with commission.

It shall be unlawful for any person to prevent, delay or interfere with the work of the commission, or its work groups, or any of its agents, while engaging in and about the planting, cultivation, mulching, pruning, maintenance, spraying or removing of any park trees, shrubs, plants and property; creation or maintenance of trails, or trail bridges; adding to, or maintaining playgrounds, tennis/pickle ball courts, or other park facilities, as authorized in this chapter.

2.20.070. - Review by town board of trustees.

The town board of trustees shall have the right to review the conduct, acts and decisions of the commission. Any person may appeal acts and decisions of the commission to the town board of trustees, who shall hear the matter and make a final decision.

Section 2.

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

Section 3.

Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

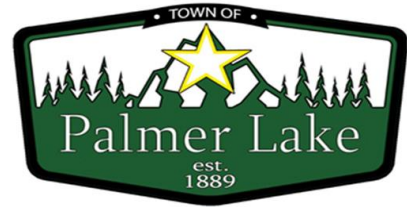
INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26TH DAY OF JANUARY, 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator, Clerk

BY: _____
Glant Havenar
Mayor



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

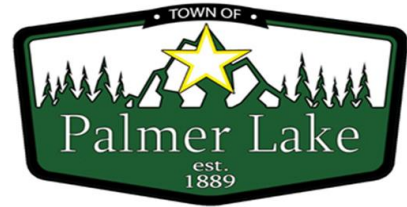
DATE: January 26, 2023	ITEM NO.	SUBJECT: Consider Board Member as Representative to Awake Palmer Lake
Presented by: Town Administrator /Clerk		

Per the MOU, as copied below, it is recommended that a designated representative be a member of Awake Palmer Lake and report as described.

Awake Palmer Lake board meetings are the first Monday of the month and usually last about 1 – 1.5 hours.

(b) A representative from the Town, as designated by the Board of Trustees, will be a non-voting ex-officio member of the ATL board, in order to ensure transparency and facilitate communication of ATL business, projects and fundraising efforts to the Town.

With direction by the Board, this appointment will be established by resolution for a term as mutually agreed.



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

DATE: January 26, 2023	ITEM NO.	SUBJECT: Consider Parks Commission Recommendation of Parkland at ER
Presented by: Town Administrator /Clerk		

The Parks Commission has presented a preliminary plan for parkland and connecting trails on the Elephant Rock property.

At the 1/10 Parks Commission meeting, it was recommended that 9 acres including structures be established as parkland. The proposal continues to be explored.

Staff recommends that direction be provided to the Parks Commission.