



## BOARD OF TRUSTEES MEETING

Thursday, January 11, 2024 at 6:00 PM

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

**\*LIVE STREAM available at Town website\***

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### AGENDA

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

#### 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 December 14, 2023 Meeting
- [2.](#) Minutes from Special Meeting on December 21, 2023
- [3.](#) Minutes from Special Meeting on January 3, 2024
4. Checks over \$15,000 - Timber Line Electric & Control (\$15,302.50); CIRSA Insurance (\$35,602.73); GMS (\$16,918.70)
- [5.](#) Resolution 1-2024 to Designate Posting Sites
- [6.](#) Resolution 2-2024 to Appoint Town Officers

#### Staff/Department Reports

- [7.](#) Water
- [8.](#) Public Works including Roads & Park Maintenance
- [9.](#) Police
- [10.](#) Fire
- [11.](#) Administration
12. Attorney
- [13.](#) Administrator/Clerk

**Public Hearing** – Mayor will introduce the item and hear the applicant request. Mayor will ask if any public member wishes to speak for or against the request. Public should address the Board members directly while

*members listen. Applicant may provide closing remarks and members may ask questions of the applicant. Mayor will close the hearing unless members continue the hearing to a particular date.*

- [14.](#) Application for Conditional Use Permit in M1 Zone, Event Center (707 County Line Rd)--**Application Withdrawn**

- [15.](#) Application for a Conditional Use Permit in C2 Zone, 870-872 Hwy 105 (Slap Shot Hockey Lanes)

#### **Business Items**

- [16.](#) Resolution 7-2024 to Authorize Conditional Use Permit in C2 Zone, Slap Shot Hockey Lanes (870-872 Hwy 105)
- [17.](#) Resolution 3-2024 to Re-Appoint Members to Planning Commission
- [18.](#) Resolution 4-2024 to Re-Appoint Members to Parks and Trails Commission
- [19.](#) Resolution 5-2024 to Re-Appoint Member to Pikes Peak Area Council Government (PPACG)
- [20.](#) Resolution 6-2024 to Re-Appoint Members to Board of Adjustments
- [21.](#) Resolution 8-2024 to Authorize Letter of Understanding for Audit Service, Green & Associates LLC (YE2023)
- [22.](#) Resolution 9-2024 to Approve a Revised MOU with Awake Palmer Lake
- [23.](#) Resolution 10-2024 to Authorize Parks and Trails Commission for Trail and Bridge Activity
- [24.](#) Resolution 11-2024 to Adopt the Revised Employee Handbook

**Public Comment** - *Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please 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 comment but may refer it to staff and/or a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

#### **Board Reports**

#### **Next Meeting (January 25; Retreat 2/2) and Future Items**

#### **Convene to Executive Session**

Pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes, to receive legal advice from the town attorney on specific legal questions relating to the ability of the Board of Trustees to limit or control public comment during Board of Trustee meetings in light of recent hate speech incidents, including at the City of Wheat Ridge, and other concerns with disruption of the Board's meetings through public comment.

#### **Reconvene to Open Session**

#### **Adjourn**

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#### **Americans with Disabilities Act**

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



## BOARD OF TRUSTEES MEETING

**Thursday, December 14, 2023 at 5:00 PM**

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

### MINUTES

**Call to Order.** Mayor Havenar called to order the meeting of the Local Licensing Authority at 5 pm.

1. Application to Transfer Liquor License - Sundance Pit BBQ, Hwy 105. Justin Cline introduced himself and his business to the Board. He is requesting to transfer the former LaRosa license to Sundance Pit BBQ. He plans to offer takeout food sales beginning December 18. No person spoke against the application. Mayor Havenar closed the hearing. Collins noted that all material is in order of the application to transfer the license. MOTION (Ball, Padgett) to approve the transfer of the liquor license to Sundance Pit BBQ at 25 Hwy 105. Roll call vote – aye 6; nay 0. Motion passed.

A clip of the Palmer Lake melodrama “Romance at the Chautauqua” was shown. Trustee Nick Ehrhardt arrived.

#### **Pledge of Allegiance**

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

#### **Consent Agenda**

MOTION (Farr, Dreher) to approve the consent agenda including 2) Minutes from November 9, 2023, Meeting; 3) Financials - Corrected Cash Position page for September; October; November; 4) Checks over \$15,000 - Renner Sports Surfaces (\$26,533.00); Meyer & Sam's (\$24,138.50); Timberline Electric & Control Corp (\$76,619.21); 5) Resolution 76-2023 to Re-Appoint Trustee Dennis Stern to the Pikes Peak Regional Building Advisory Board. Roll call vote – aye 7; nay 0. Motion passed.

#### **Staff/Department Reports**

6) Water; 7) Public Works including Roads & Park Maintenance; 8) Police

9) Fire – Chief Vincent provided an update on a carbon monoxide alarm earlier in the week that was a successful use of the alarm and call. Trustee Ball congratulated Firefighters Schubert and Berry for obtaining Firefighter 1 certification and thanked the Police Department for their involvement in the DUI enforcement program.

10) Administration; 11) Attorney

12) Administrator/Clerk – Collins provided an update on the Hwy 105 spring area noting that CDOT will plan funds for a different solution in 2024. Collins distributed a revised cash position page for the town

accounts and stated that fund policies will be worked on in 2024. It was explained that the County will distribute the final valuation for real property on/about December 20 and, if the valuation is reduced, the budget will need to be revisited early January. A special meeting date was noted for Wed., January 3, 2024. Collins mentioned the dates that the office is closed for the holidays.

Mayor Havenar stated that items will be taken out of order prior to the 6 PM public hearing.

16. Proposal/Direction to Staff Relating to Trail and Bridge Work (Parks Commission). Parks Chair Reid Wiecks reviewed the activity from the Commission and relayed the next steps anticipated for the trail and bridge activity. He provided a photo of the bridge installed and funded by Parks. Reid reviewed the permanent bridge designs offered by the Air Force cadets and the recommended 4-glu laminated beams with steel cable instead of wood. He explained the modification using logs from the reservoir instead of pine posts. He stated that the Commission voted for this design and the anticipated cost of \$14,000 can be covered by kiosk funds. The construction is anticipated to begin in spring of 2024. He reviewed the grants applied for. Reid requested a resolution from the Board to allow for installation of additional bridges. Trustee Stern inquired about the walking surface and suggested KDAT. Discussion took place about an overall plan from Parks for trails on the elephant rock property. It was noted that the resolution can include direction from the Board for next steps for the next few years. Reid offered a walking tour to Board members. The Board directed staff to bring back a resolution for the January 11 meeting.

15. Application for Public Display - Mural, Yak's Motorcycle Maintenance and Detail Shop. Mr. Creighton Smith explained the request for a mural due to a new garage door. He referred to the sample artwork in the packet of local artists. Trustee Ball inquired about signage if they used the logo. Mr. Smith stated that they hope to have an artist proposal soon. MOTION (Ball, Padgett) to approve the application for public display with a review of the final artwork. Roll call vote – aye 7; nay 0. Motion passed.

### **Public Hearing**

13. Application for Conditional Use in CC Zone - Religious Institution (304 Hwy 105). Mr. Jeff Rudder, representing The Movement church, addressed the Board requesting a conditional use permit to conduct service at the TLCA. Mayor opened the floor for comments. Mr. Roger Moseley provided comments about Mr. Maddox not being the owner; about PPRBD placing a stop order on modifications to the interior; and Attorney Krob stated the scope of the hearing to the Board and public. Ms. Dusty Severn stated a concern that the TLCA was intended for community use and that this change is not the original purpose. Ms. Marty Brodzik inquired about allowed occupancy. Chief Vincent stated that occupancy is over 200 now but would be considered and established with an inspection. Further discussion ensued of what a conditional use entails and the inspections made as conditions. Mr. Kurt Ehrhardt explained his involvement in reviewing the site for possible remodel plans for TLCA. He asked about this use allowing anyone to live on the premises. Attorney Krob invited the applicant, The Movement church representative Jeff Rudder, to respond to whether the application is completed in truth and Mr. Rudder stated yes, and the purpose to conduct religious service. Mayor Havenar closed the hearing.

### **Business Items**

14. Resolution 77-2023 to Approve Conditional Use in CC Zone - Religious Institution (304 Hwy 105). MOTION (Ball, Farr) to approve Resolution 77-2023 for a conditional use of a religious institution



at 304 Hwy 105. Roll call vote – aye 6; nay 1 (Padgett). Motion passed. Collins stated that the required PPRBD and Fire inspections will be scheduled.

17. Resolution 78-2023 to Approve Revised MOU with Awake Palmer Lake for Pickleball Project. Attorney Krob addressed the item in the MOU about escrow of funds and the liability to support a water line replacement when needed, item 2.1(c). Other options were discussed for modification. Ms. Marty Brodzik stated that the MOU does not match the grant application and raised several concerns to the Board. It was directed to communicate the modification with Awake Palmer Lake prior to Board action. MOTION (Ball, Dreher) to table Resolution 78 until the special meeting on January 3 with revisions. Roll call vote – aye 7; nay 0. Motion passed.

18. Resolution 79-2023 to Authorize Lease Agreement with CORE for EV Charger. Mr. Rob Osborne thanked the Board for considering the lease agreement for the EV charger. Trustee Dennis Stern confirmed that the model is a level 3 fast charging. MOTION (Ball, Farr) to approve Resolution 79-2023 to authorize the lease with CORE. Roll call vote – aye 7; nay 0. Motion passed.

19. Resolution 73-2023 to Accept Final Water Rate Study Report. Mayor Havenar stated this is the final product of the water rate analysis. MOTION (Farr, Ball) to approve Resolution 73-2023 accepting the final report. Roll call vote – aye 7; nay 0. Motion passed.

20. Resolution 80-2023 to Authorize IGA with CDOT for the Palmer Lake Spruce Mountain Road. Mayor Havenar stated this begins the design phase of the roadway improvement project. MOTION (Padgett, Dreher) to approve Resolution 80-2023 to authorize the IGA with CDOT. Roll call vote – aye 7; nay 0. Motion passed.

21. Resolution 81-2023 to Authorize Professional Service Agreement with GMS Consulting for Main Street Design Project. Collins stated that this project has \$150,000 from Multimodal grant funds, however, being an on-system project with CDOT will cost an additional \$68,000. MOTION (Dreher, Padgett) to approve Resolution 81-2023 to authorize the agreement with GMS for the design work. Roll call vote – aye 6; nay 1 (Farr). Motion passed.

22. Resolution 82-2023 to Authorize Agreement with Dukes Electric for Ped Bridge Lighting Plan. Collins reviewed the three quotes, and that Dukes Electric design was approved by the railroad. Ms. Marty Brodzik asked why lighting is required. She stated her concern about the high cost and that lighting is not needed. Collins noted that the lighting plan is for public safety purposes. Parks Commission Chair Reid Wiecks gave the background of Awake Palmer Lake not working with the railroad and Parks pursued the lighting plan. It includes trenching from the new power pedestal and running electricity to the east side of the pedestrian bridge to power the holiday lighting. MOTION (Dreher, Padgett) to approve Resolution 82-2023 to authorize Dukes Electric to install ped bridge lighting as approved. Roll call vote – aye 5; nay 2 (Stern, Farr). Motion passed.

23. Resolution 83-2023 to Authorize Demolition of Elephant Rock Structures. Collins noted the plans for the structures, beginning this year with asbestos testing, following with likely abatement and demolition. Estimates were reviewed. Discussion took place about the course of activity and funds available. Collins noted that each step will be brought back to the Board. MOTION (Farr, Stern) to approve Resolution 83-2023 to move forward. Roll call vote – aye 7; nay 0. Motion passed.

24. Ordinance 24-2023 to Adopt Final Version of Sign Code. Attorney Krob reviewed the major changes to the sign code, including non-conforming signs, health/safety issues, deviation vs. variance from the sign code, appeal process and removed election specific language to be covered as temporary

signs. MOTION (Ball, Dreher) to approve Ordinance 24-2023 as presented. Roll call vote – aye 5; nay 2 (Farr, Stern). Motion passed.

Mayor Havenar requested a short recess at 7:21 pm. At 7:31, Mayor called the meeting back to order.

25. Ordinance 25-2023 Relating to Motor Vehicles on Undeveloped Town Right of Ways. Ms. Brenda Woodward requested clarification regarding the use of an undeveloped right of way with a driveway agreement. Attorney Krob explained that nothing changes. He stated that this ordinance will either bring to light those that do not have a driveway agreement using undeveloped town right of way or those that do and the town will become aware. The ordinance alleviates liability to the town. Ms. Woodward also mentioned a food drive at the store from 12/16 through 12/30 for Tri-lakes Cares. Attorney Krob reviewed the scenario this ordinance may play out and the conditions of the driveway agreement. MOTION (Stern, Dreher) to approve Ordinance 25-2023. Roll call vote – aye 6; nay 1 (Farr). Motion passed.

26. Emergency Ordinance 26-2023 to Adopt the 2024 Budget. Attorney Krob reviewed changes in legislation to adopt a budget by year end, the extended date to certify the mill levy with review of the County final valuation, and that having an approved budget will not require another notice in January if amended. Ms. Marty Brodzik asked why it is an emergency ordinance and Attorney Krob explained the reason being publication requirements; as an emergency it is effective immediately. Ms. Brodzik began to speak about the 2022 figures and Attorney Krob stated that 2022 is not what is before the Board. She questioned the total ARP funds being carried forward. MOTION (Ball, Dreher) to approve Emergency Ordinance 26-2023 to adopt the 2024 budget as presented. Roll call vote – aye 6; nay 1 (Farr). Motion passed. The date of January 3, 2024, was noted for a special meeting for the budget.

27. Distribute/Review Revised Employee Handbook. Collins distributed a draft of revisions to the employee handbook to be considered in January.

28. Distribute/Review Draft of Proposed Master Fee Schedule. Collins distributed and briefly reviewed questions for revised fees for land use applications. A version will come back to the Board in January.

### **Public Comment**

Mr. Kurt Ehrhardt stated that land use fees are part of the building process and are passed on to buyers. Mr. Ehrhardt apologized to the Board for his comments about the TLCA. He stated that his deal with Mr. Josh Mabe and his team on his Hwy 105 lot will not go forward and the parking for downtown must be addressed differently. Mr. BJ Decker expressed his concern about cutting staff hours from Police and Fire. He does not want to see crime increase. Mr. Dino Salvatori stated his concern about cutting Police hours and stated his additional sales tax should increase to help. Mr. Dan Lord requested that the Board not cut Police hours. Mr. Jacob Adams stated that he does not want to see Police cuts in the budget.

**Board Reports.** None.

### **Next Meeting (1/11/2024) and Future Items - Board Retreat?**

A special meeting will be scheduled for January 3, 2024, a regular meeting on January 11 and 25, and a Board retreat scheduled for February 2, 2024.

**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 lease terms for Star View Ranch, and possible public land sale; for personnel matter under C.R.S. 24-6-402(4)(f) - employment agreement; for conference with Town Attorney for the purpose of receiving legal advice under C.R.S. 24-6-402(4)(b) - PD complaint. MOTION (Farr, Stern) to convene to executive session at 8:49 PM. Roll call vote – aye 7; nay 0. Motion passed.

**Reconvene to Open Session.** MOTION (Padgett, Ball) to reconvene to open session at 10:21 PM. Roll call vote – aye 7; nay 0. Motion passed.

29. Action on Employment Agreement (Town Administrator). MOTION (Stern, Ehrhardt) to approve the employment agreement as presented. Roll call vote – aye 5; nay 2 (Padgett, Farr). Motion passed.

**Adjourn.** MOTION (Padgett, Ball) to adjourn at 10:24 PM. Motion passed.

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Mayor Glant Havenar

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ATTEST: Dawn A. Collins, Town Clerk



## BOARD OF TRUSTEES - SPECIAL MEETING

**Thursday, December 21, 2023 at 4:00 PM**

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

### MINUTES

**Call to Order.** Mayor Havenar called the meeting to order at 4:04 pm.

**Pledge of Allegiance.** Trustee Dreher led the pledge.

**Roll Call.** Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Kevin Dreher, Jessica Farr, Dennis Stern. Excused: Trustee Sam Padgett.

Mayor Havenar allowed public comments prior to the Board convening to executive session. Mr. Bill Bass offered thanks to the Board members and asked the Board to consider this seriously and offered a statement of support for Attorney Matt Krob. Mayor Havenar and Board members thanked Mr. Bass for his comments. Mr. Bob Radosevich asked the Board members to do what is best for the town and stated that Attorney Krob has done no harm to the town. Mayor Havenar and Board members thanked Mr. Radosevich for his years of service to the town.

**Convene to Executive Session** for the purpose of receiving legal advice under C.R.S. 24-6-402(4)(b) regarding specific questions related to allegations about the Town Attorney. MOTION (Stern, Farr) to convene to executive session at 4:14 pm. Roll call vote – aye 6; nay 0. Motion passed.

**Reconvene to Open Session.** MOTION (Farr, Dreher) to reconvene to open session at 4:34 pm. Roll call vote – aye 6; nay 0. Motion passed.

1. The Board may take formal action following the executive session. Mayor Havenar read a letter for the record from Attorney Matt Krob and added, we the Board support Attorney Matt Krob and Krob Law.

**Adjourn.** MOTION (Farr, Dreher) to adjourn. Motion passed.

\_\_\_\_\_  
Mayor Glant Havenar

\_\_\_\_\_  
ATTEST: Dawn A. Collins, Town Clerk



## BOARD OF TRUSTEES - SPECIAL MEETING

**Wednesday, January 03, 2024 at 5:00 PM**

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

### MINUTES

**Call to Order.** Mayor Havenar called the special meeting to order at 5 pm.

**Pledge of Allegiance.** Trustee Stern led the pledge.

**Roll Call.** Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Kevin Dreher, Jessica Farr, Dennis Stern. Excused: Trustee Sam Padgett.

#### Business Items

1. Emergency Ordinance 1-2024 to Adopt the Amended 2024 Budget. Mayor Havenar asked if any of the public members wanted to speak to the budget. No person spoke. The Board inquired when the County will have revised valuation online. No other questions were raised. Collins stated that the budget reflects the final valuation from the County with approximately \$70,000 less revenue in property tax. The excess can be covered by the fund balance. MOTION (Dreher, Stern) to adopt Emergency Ordinance 1-2024 for the 2024 budget, as amended. Roll call vote – aye 5; nay 1 (Farr). Motion passed.

**Adjourn.** MOTION (Ball, Stern) to adjourn at 5:06 pm. Motion passed.

\_\_\_\_\_  
Mayor Glant Havenar

\_\_\_\_\_  
ATTEST: Dawn A. Collins, Town Clerk

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

**RESOLUTION NO. 1 - 2024**

**A RESOLUTION DESIGNATING POSTING LOCATIONS FOR PUBLIC NOTICE  
OF TOWN MEETINGS, 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**, C.R.S. 24-6-402(2)(C) requires all local public bodies, at the first regular meeting of each calendar year, to designate posting places for posting notices of public meetings.

**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.** Notices of all meetings of the local public bodies of the Town of Palmer Lake, including the Town Board of Trustees, Planning Commission, Board of Adjustment, and Parks & Trails Commission and any committee thereof, shall be posted on the Town's website calendar. In addition, the historic practice of posting a paper copy of the meeting agenda will continue as a courtesy at the following:

- Town office located at 42 Valley Crescent and/or Town hall located at 28 Valley Crescent
- Palmer Lake Post Office located at 10 Primrose St / Hwy 105

**Section 2.** If the Town is unable to post a timely notice for a public meeting online due to exigent or emergency circumstances, such as a power outage or interruption of internet service, a paper copy shall be posted at a minimum of two locations identified in Section 1.

**Section 3. 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 4. 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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk

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

**RESOLUTION NO. 2 - 2024**

**A RESOLUTION APPOINTING THE TOWN OFFICERS 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**, pursuant to municipal code section 2.08.010, Officers Appointed, the officers listed below are appointed at the first regular calendar meeting.

**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.** Offices of the Town include the following and the individuals appointed to the positions.

- |  |                 |
|--|-----------------|
| • Municipal Judge                      | John Ciccolella |
| • Town Administrator, Clerk, Treasurer | Dawn A. Collins |
| • Town Attorney                        | Krob Law Office |

**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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk

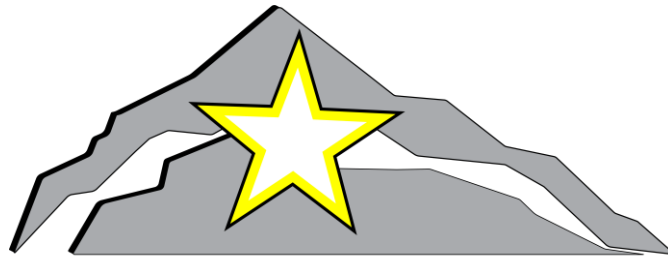


Town of Palmer Lake Monthly Water Usage			Month Year	December 2023
	Gallons	Acre Ft		
Surface Water	1,905,000	5.85		
Well A2	0	0		
Well D2	2,467,000	7.57		
Total	4,372,000	13.42		
Avg. Gal/Day	141,000	0.43		
Release To Lake 8.27 AF Max Allowed = 8.4 AF / Month				
Release Glen Park Evaporation 0 AF				
Water system 0 AF				
		Total	0 AF	

# **Town of Palmer Lake Water Use 1989 - 2023**

Reservoir Capacity = 144.2 Ac. Ft.  
46,988,000 Mil. Gal.

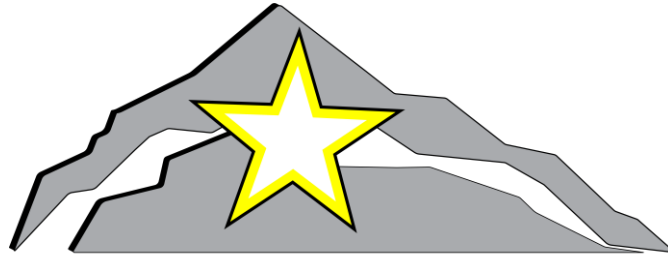
				Total		SW	GW	Total
Year		# Taps		Mil. Gal.		Ac. Ft.	Ac. Ft.	Ac. Ft.
1989		580		80,979,000		248.52		248.52
1990		589		75,160,000		230.66		230.66
1991		597		73,103,000		224.34		224.34
1992		604		76,815,000		235.74		235.74
1993		626		82,157,000		252.13		252.13
1994		667		78,869,000		242.04		242.04
1995		680		74,091,000		227.38		227.38
1996		696		83,245,000		255.47		255.47
1997		715		73,504,000		225.57		225.57
1998		742		78,954,000		242.3		242.3
1999		781		80,029,000		245.6		245.6
2000		794		90,293,000		277.1		277.1
2001		845		84,721,000		260		260
2002		884		66,958,000		205.49		205.49
2003		899		68,351,000		209.76		209.46
2004		911		70,729,000		176.86	40.20	217.06
2005		923		74,460,000		158.41	70.10	228.51
2006		935		77,210,000		176.75	60.20	236.95
2007		942		78,461,662		196.09	44.70	240.79
2008		944		81,378,028		179.97	69.77	249.74
2009		944		70,429,435		145.73	70.41	216.14
2010		948		71,742,615		124.16	96.01	220.17
2011		948		66,819,006		107.58	97.48	205.06
2012		951		70,963,831		133.98	83.8	217.78
2013		953		61,936,835		130.17	59.92	190.09
2014		955		59,209,646		152	29.72	181.72
2015		959		65,472,079		155.18	45.76	200.94
2016		966		67,554,127		140.47	66.86	207.33
2017		974		66,472,375		166.71	37.3	204.01
2018		983		58,388,557		133.04	46.16	179.2
2019		1001		63,084,000		121.81	71.8	193.61
2020		1023		64,723,000		120.12	78.52	198.64
2021		1035		68,205,000		123.61	85.69	209.3
2022		1039		60,700,000		107.83	78.46	186.29
2023		1040		56,091,462		102.33	69.82	172.15



# Town of Palmer Lake

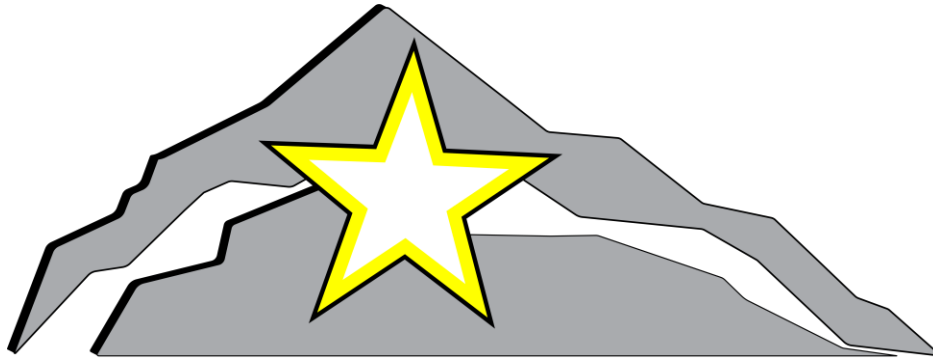
## *Board of Trustees Summary Sheet*

	<b>December 2023</b>
Title	<b>Public Works Monthly Report</b>
Date	1/11/2024
Contact	Supervisor Jason Dosch
Summary	<p>Graded Roads  Plowed and sanded ROWs after snow events  Patched Potholes  Cut tree limbs from ROW  Replaced and repaired street signs  Performed routine maintenance on equipment and playground equipment  Emptied trash cans at Lake Rec area  Performed playground inspections  Maintained area around the Town office and Town Hall  Set up and tear down seating and tables at Town Hall for meetings and events  Attended Parks Committee meetings  Attended Special events permit meetings  Attended TAC meeting at PPACG  Performed maintenance on parking kiosk at Trailhead parking lot  Worked on PW's 2024 budget  Started importing material for pickleball courts in Centennial Park  Worked on applications for projects for Long Range plan at PPACG</p>
Training	Ongoing safety training



## Town of Palmer Lake

Other Activity	<p>Working on design phase on Palmer Lake Elementary School roadway improvement project</p> <p>GMS Eng is designing Circle Rd and Circle Dr for construction in summer of 2024</p> <p>Made Buena Vista two-way traffic with added signs</p> <p>Started importing material for pickleball courts in Centennial Park</p> <p>Worked on applications for projects for Long Range plan at PPACG</p> <p>Gathering bids for tear down of cabins at Elephant Rock property; tested for asbestos – results in January</p> <p>New rubber was poured in place for protective surface at Centennial Park playground</p>
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# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

	<b>November &amp; December 2023</b>
Title	<b>PARKS Report</b>
Date	1/11/2024
Contact	Parks Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 69.50 Clerical (email, calls, grants, spreadsheets) : 68.25 Miscellaneous Meetings (other than Parks) : 5
Total Volunteer Time	Total = 142.75 hours
Upcoming Activity	Continued planning – grants (GOCO, Non-motorized)



### *Board of Trustees Summary Sheet*

	<b>January 2024</b>
Title	<b>Police Monthly Report</b>
Action	N/A
Date	12/1-12/31/2023
Contact	J. Vanderpool
Summary	In the Month of December 2023, the PLPD conducted 119 traffic stops and issued 71 citations. 1 parking ticket was issued for nonpayment at the kiosk. Also, in the month of December, 2 Warrant, and 1 Obstructing arrests were made.
Training	Officers attended training for De-escalation, Defensive Driving, Firearms, and Zone Haven.
Photographs	The Photograph(s) is of the Santa on Patrol that was conducted over the Christmas Holiday. This was a combined effort, including, Monument PD, Palmer Lake PD, Monument FD and Palmer Lake FD.
Other Actions	PLPD Officers participated in High Visibility Enforcement, as well as the DUI saturation patrol. Keeping DUI Drivers off the road.
Active investigations	Palmer Lake PD officers are actively investigating a Fraud case and Domestic Violence case.
Calls for service	Officers responded to 494 calls for service this month. 466 of these calls were in the Town of Palmer Lake, 28 were outside of town.

Code Enforcement	Code enforcement officers have been working with town residents to correct several violations. The code enforcement officer is continuing her work getting the local businesses up to date with their business licenses.
S.T.E.P.	S.T.E.P. was instituted in March of 2021 and has made a great impact on police operations and overall street safety of Palmer Lake. Accidents are more infrequent and speeds through town have slowed dramatically during these shifts. This program has provided a consistent avenue for extra duty while keeping speeds down and the streets safer for residents.

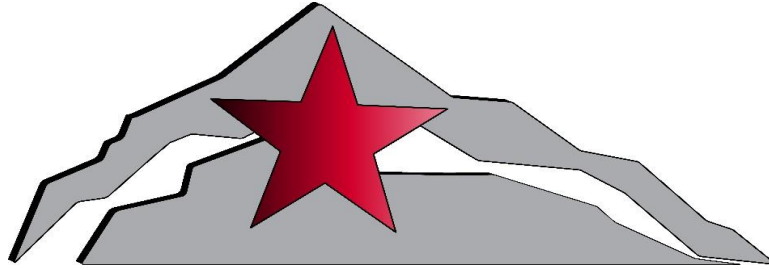












***PALMER LAKE FIRE DEPARTMENT***

***Board of Trustees Summary Sheet***

Title	<b>Fire Department Report- December 2023</b>
Date	4 January 2024
Contact	John Vincent, Chief
Summary	<p>Fire Department RMS on-boarding continues.</p> <p>Lt. Evans obtained his Firefighter-II certification.</p> <p>Attended Zone Haven train-the-trainer at PPOEM.</p> <p>New Volunteers on-boarding.</p> <p>Response to structure fire-extinguished.</p> <p>PLFD offices are temporarily in the fire station.</p>
Training	103 Hours
Photographs	x3 Structure Fire-Extinguished
Other Action	Calls for Service 2023: 417
Code Enforcement	Inspections Completed 2023: 28















## Board of Trustees Summary Sheet

	Dec 2023-Jan 2024																	
Title	Administration																	
Date	1/11/2024																	
Contact	Admin personnel																	
Kiosk Revenue	<div>December Collections for the Kiosk / Transactions: 339</div> <div><div><div>\$1,796.70</div><div>Gross Collections</div></div><div><div>\$ (101.70)</div><div>Fees</div></div><div><div>\$ (70.00)</div><div>Monthly T2 Svc charge</div></div></div> <div><div>\$1,625.00</div><div>Net Collections - December</div></div> <div>Collections 2023 YTD / YTD Transactions: 8,954</div> <div><div><div>\$47,456.20</div><div>Gross Collections</div></div><div><div>\$ (2,338.00)</div><div>Fees</div></div><div><div>\$ (1,130.00)</div><div>Supplies (Kiosk Paper)</div></div><div><div>\$ (900.00)</div><div>Annual Maintenance Contract</div></div><div><div>\$ (744.00)</div><div>Monthly T2 Svc charge</div></div></div> <div><div>\$42,344.20</div><div>Net Collections 2023</div></div> <div><div>\$ (5,112.00)</div><div>Total Fees and Maintenance - 12%</div></div>																	
Contact Us (online)	<table><tr><th>Submitted Date</th><th>First Name</th><th>Subject</th></tr><tr><td>12/01/2023</td><td>Natalie</td><td>Town Hall rental</td></tr><tr><td>12/13/2023</td><td>Bryce</td><td>Internship opportunities</td></tr><tr><td>12/18/2023</td><td>Julie</td><td>Water main break</td></tr><tr><td></td><td></td><td></td></tr></table>			Submitted Date	First Name	Subject	12/01/2023	Natalie	Town Hall rental	12/13/2023	Bryce	Internship opportunities	12/18/2023	Julie	Water main break			
Submitted Date	First Name	Subject																
12/01/2023	Natalie	Town Hall rental																
12/13/2023	Bryce	Internship opportunities																
12/18/2023	Julie	Water main break																
Land Use permits issued	<div>December 2023</div> <div>Type: Single Family; Qty: 0</div> <div>Other; Qty: 2</div> <div>Total water taps issued: 1040</div>																	

Business  
Licenses

BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE	2023	2023
	Dec	Dec
Business Type	STR	other
New Licenses	1	3
Licenses Renewed	0	12
Licenses Expired	0	2
Businesses Closed	0	0
<b>CURRENT BUSINESS LICENSES BY BUSINESS TYPE</b> (New + Renewed)	44	149
<b>TOTAL CURRENT BUSINESS LICENSES</b> (New + Renewed)	193	

**SCHEDULED TO RENEW IN FEBRUARY:**

BUSINESS NAME
Alpine Essentials LLC
Anthony Taylor
Aver Contracting, LLC
Becoming One Events, LLC dba Pinecrest Weddings and Event Center
Big Mission Automotive, Inc.
Biggs Contracting Service, Inc.
Central Colorado Builders, Inc.
Imperial Bag & Paper Company
JoyVida LLC dba Amada Senior Care
Masterbilt Homes, Inc.
RAD Extracts, LLC
Rock House Ice Cream, Candy and More
Sasquatch Yeti Taqueria

Water  
Billing

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	41,405,900	11
2023	Jan	1010	3,181,700	0
	Feb	1010	3,221,100	0
	Mar	1011	2,909,900	0
	Apr	1014	3,211,200	0
	May	1014	3,499,400	0
	Jun	1014	3,657,400	5
	Jul	1017	4,428,800	0

Item 11.

		Aug	1018	5,105,400	0	
		Sept	1018	4,896,950	0	
		Oct	1018	4,087,400	2	
		Nov	1018	3,457,400	0	
		Dec	1018	3,198,500	0	
		YTD		44,855,150	7	
	Grant Activity Updates					
Dept		Grantor - Grant/Award Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
Police		BHCON	Mental health co-responder w/EP SO	\$284,798	0	Awarded (2-yr term)
Staff Activity	Staff updates: Julie Cole is no longer employed with the Town. Ads will be finalized and posted in January for the full-time Accounting Clerk replacement, Deputy Town Clerk, Public Works Equipment Operator, and part-time Code Enforcement.					

**1/11 Report**

Ads for hire are drafted for review and will be posted consecutively beginning this week for the following available positions – replacement of Accounting Clerk, Deputy Town Clerk, Public Works Operator, and part time Code Enforcement.

In December, Andrew Rudnicki – formerly part time with Parks – started as the full time Water Technician and will begin the apprenticeship program with Rural Water in the spring.

The adopted ordinance setting the mill levy was filed with the County on January 9. The final 2024 budget was filed with DOLA on January 10.

The Palmer Lake Outdoor Classic was a great success! As always with this size event, staff will conduct a review with the coordinators. Please feel free to forward any kudos or concerns for improvement.

Please congratulate Chief John Vincent (again) on completing his National EMT certification!

## Dawn Collins

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**From:** Ron Mast <ron@primehometeam.com>  
**Sent:** Thursday, December 28, 2023 9:40 AM  
**To:** Dawn Collins  
**Cc:** Paul Sutton  
**Subject:** Re: PC meeting Wed., at 5p

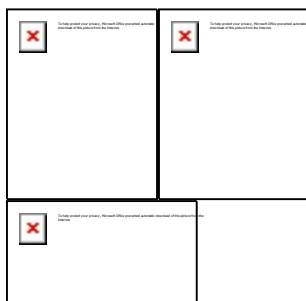
-----WARNING: This email originated from outside the Town of Palmer Lake. DO NOT CLICK on any attachments or links from unknown senders or unexpected emails. Always check the sender's display name and email address are correct before you communicate.-----

Hello Dawn,

We have made the determination to cancel our application for a conditional use permit.  
 We appreciate your assistance in this matter.

Thank you,

Ron Mast  
 Associate Broker  
 Prime Home Team  
 Keller Williams Partners  
 (719) 243-4444



On Mon, Dec 18, 2023 at 10:58 AM Dawn Collins <[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)> wrote:

Enclosed is the agenda, and packet found here - <https://www.townofpalmerlake.com/bc-pc/page/planning-commission-21>

See you Wed., thanks,

Dawn A. Collins, CMC

*Town Administrator/Clerk*

**Dawn Collins**

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**From:** Paul Sutton <paulgsutton@gmail.com>  
**Sent:** Friday, January 5, 2024 8:46 PM  
**To:** Dawn Collins  
**Subject:** Re: Follow-Up on Conditional Use Application - County Line Rd

-----WARNING: This email originated from outside the Town of Palmer Lake. DO NOT CLICK on any attachments or links from unknown senders or unexpected emails. Always check the sender's display name and email address are correct before you communicate.-----

Yes, it is withdrawn.

Thanks.

Paul Sutton  
719.205.2070

On Fri, Jan 5, 2024 at 1:24 PM Dawn Collins <[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)> wrote:

Paul, to confirm, is it correct that the Conditional Use application is withdrawn from the process?

Dawn A. Collins, CMC

*Town Administrator/Clerk*





Town of Palmer Lake

[42 Valley Crescent](#)

PO Box 208

Palmer Lake CO 80133

719.481.2953

[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

[www.townofpalmerlake.com](http://www.townofpalmerlake.com)

**NOTICE OF PUBLIC HEARING****TOWN OF PALMER LAKE**

Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on Wednesday, December 20, 2023, at 5 PM at the Town Hall, 28 Valley Crescent, Palmer Lake, to consider a Conditional Use application for simulated hockey in C2 zone, located at 870-872 Hwy 105, Palmer Lake. A recommendation will be made to the Board of Trustees on the same matter scheduled for Thursday, January 11, 2024, at 6 PM. A copy of the complete application is on file at the Town Clerk office at 719-481-2953. /s/ Dawn A. Collins, Town Clerk



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

Item 15.

### Office Use Only

Case Number: \_\_\_\_\_

Date: 11/1/23

Fees: \$250.00

Check #: 2902

Rec'd By: DAL

Application Complete: 11/3/23 12/20/23 1/25/24

## Conditional Use Application Form (c2)

Name of Applicant/Property Owner: Nicole Tahmindjis

Address: 17914 Gypsum Canyon Ct Phone#: 720 244 1111

Email: nlorett@hotmail.com

Name of Proposal: Slap Shot Hockey Lanes

Legal Description or Address: 870-872 HWY 105

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

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

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

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



By signing this application, parties agree to the following:

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

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

Applicant Signature: [Signature] Date: 11/1/23

If the applicant is not the owner:

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

Owner – Print: Rick White

Owner – Signature: RE White Date: November 1, 2023

*Villa Toscana, LLC*

864 Highway 105  
Palmer Lake, CO 80133  
303.717.8211

November 1, 2023

Re: Unit 870-872

To Whom It May Concern:

My name is Rick White and I'm the owner of the Villa Toscana building in Palmer Lake. We are contacting you to inform you that it is our intent to go to lease with Slap Shot Hockey Lanes, LLC and give permission for their intended use of this property as outlined in their Conditional Use Application. We look forward to the success of this business in our community! Please let me know if you have any other questions.

Sincerely,



Rick White

Villa Toscana, LLC

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

To Whom it May Concern,

I have submitted an application for a Conditional Use Permit for the property located at 870-872 Highway 105. It's my intention to open Slap Shot Hockey Lanes in this location.

If you play baseball/softball you go to batting cages to practice. If you play golf, you can go to the driving range to hit balls. Slap Shot Hockey Lanes (SSHL) will give hockey players a place to go for dryland training to practice shooting pucks at goals. There will be 9 lanes with interactive goals. Each lane will have a different target - goals that automatically rebound the pucks back to the shooter, electronic boards that have 10 fun games, cowbells, electronic targets and a lane with a radar that will measure the speed of your shots.

There are over 2000 hockey players in the Tri-Lakes and Colorado Springs Area and with only 6 ice rinks, ice time is at a premium. I have talked with several local hockey coaches and they agree that this will be a valuable tool to add to their training routine. It will allow them to focus on shooting and free up time when they are on ice to work on other essential skills.

Slap Shot will also give the kids in the Palmer Lake and Monument areas something to do in the immediate area. Being close to Colorado Springs there are many options for entertainment but you have a 15-20 minute drive to get to them. SSHL will be open to all ages and abilities, even those who have never played hockey before will have fun shooting at the targets and playing games.

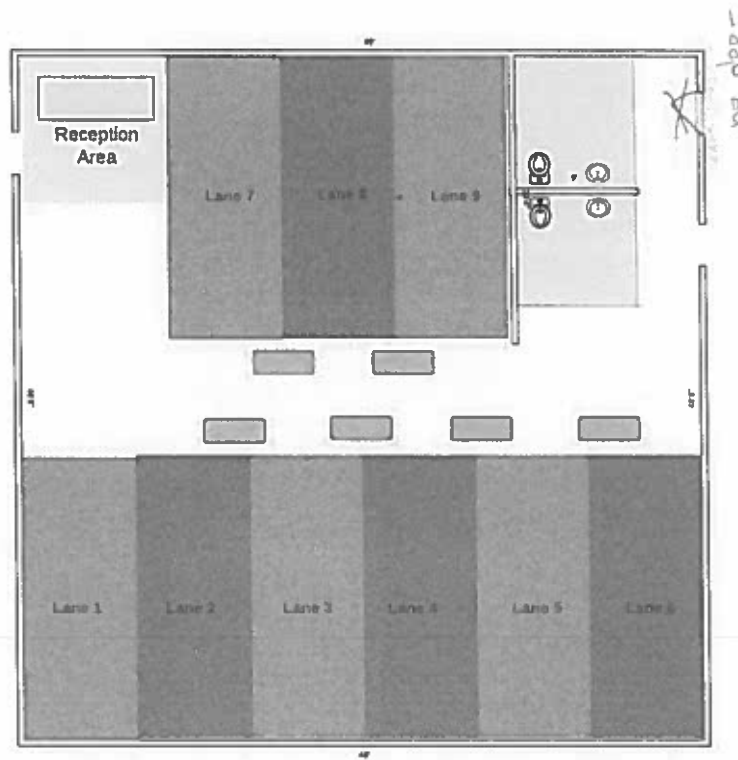
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After reading all 127 pages of the Palmer Lake December 2022 Community Master Plan, I also realized that SSHL would fill a void in the Town Palmer Lake as well. The history of Palmer Lake shows that it has always been an area for recreation and entertainment. While the Town is still centered on recreation and highlighting the natural resources in the area, not every day is conducive to being outdoors. Having an indoor option for people to visit on cold and snowy days or in the summer when it's too hot to hike and the lake is packed, will help fill that void.

I look forward to being a part of the Palmer Lake community and offering something new and different. Thank you in advance for your time and consideration on this matter.

Sincerely,  
Nicole Tahmindjis  
Owner/Slap Shot Hockey Lanes





To Whom It May Concern,

We, the owners of CrossFit 7070, are in full support of Slap Shot Hockey opening their business nearby. There is a huge need for sport specific businesses in town, helping families to stay local with training, as well as drawing population into the area. We have a family attending our CrossFit gym that moved here from Texas so that their sons could play travel hockey with our local teams. Allowing space for Slap Shot will only strengthen that draw and provide more skill practice space for a rink already very booked. Sport specific youth businesses thrive in our area. We can speak from experience after recently opening 7070 Athletics, a basketball training organization.

We are very excited to see Slap Shot Hockey coming in!

Mark & Shannon VanderMeer

## 17.48.010. - Permitted uses.

Permitted uses in the C2 zone are as follows:

- (1) Restaurants.
- (2) Licensed liquor and beer outlets.
- (3) Bed and breakfast.
- (4) Funeral homes and mortuaries.
- (5) Medical and dental clinics.
- (6) Service establishments, such as barbershops and beauty shops, watch and jewelry repair, pharmacies, pick-up stations for laundry or dry cleaning, retail good shops.
- (7) Commercial buildings, libraries, parks, museums, art galleries and post offices.
- (8) Retail stores, including the following: liquor store, drug store, miscellaneous good items, clothing store, sporting goods, books, groceries, antiques, gift shop, hardware, and furniture.
- (9) Art, photographic, health, dance and music studios.
- (10) Light/small equipment sales and repair.
- (11) Day care centers.
- (12) Building supplies.
- (13) Light assembly of prefabricated parts.
- (14) Arts/crafts shops such as woodworking, pottery, jewelry or other craft-based industries.
- (15) Small animal veterinary clinic.

(Code 1973, § 17.37.010; Ord. No. 4-1995, § 2, 1995; Ord. No. 18-2000, § 15, 2000)

## 17.48.020. - Conditional uses.

Conditional uses in the C2 zone are as follows:

- (1) Wholesale businesses.
- (2) Drive-in commercial uses.
- (3) Bowling alleys.
- (4) Educational institutions.
- (5) Religious institutions.
- (6) Public and semi-public uses (per definition in section 17.08).

For required off-street parking and loading, see chapter 17.84.

(Code 1973, § 17.37.050; Ord. No. 4-1995, § 6, 1995)

17.48.060. - Signs.

Signs in the C2 zone are permitted provided they comply with chapter 17.76.

(Code 1973, § 17.37.060; Ord. No. 4-1995, § 7, 1995; Ord. No. 18-2000, § 17, 2000)

17.48.070. - Sewerage.

Septic tanks may be permitted if all of the following conditions are met:

- (1) Inability to tap existing sewer lines.
- (2) Ability to meet current county sewage disposal regulations.
- (3) Compliance with the provisions of chapter 16.48.

(Code 1973, § 17.37.070; Ord. No. 4-1995, § 8, 1995)

17.48.080. - Outdoor storage and buffering.

All outdoor storage must be screened from view by landscaping or fences. Landscaping and/or buffering must also be provided between commercial and residential areas.

(Code 1973, § 17.37.080; Ord. No. 4-1995, § 9, 1995)



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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize a Conditional Use for Slap Shot Hockey Lanes, C2 Zone, Hwy 105
<b>Presented by:</b>  Town Administrator		

**Background**

A request for a conditional use permit in a C2 zone was made by Slap Shot Hockey Lanes, tenant to be located at the 870-872 Hwy 105 location. The request aligns with Conditional Use for bowling alley in the C2 zone. Staff supports this use for the location. The completed application for a conditional use permit was heard and passed by a 6-0 vote at the Planning Commission meeting on 12/20 (with one member excused) with no conditions. Note the Commission action below –

*Consider Recommendation on Conditional Use Permit in C2 Zone, Slapshot Hockey Lanes (870-872 Hwy 105). Commission member Bill Fisher stated this use falls with fitness center and should be added to conditional use in commercial zones. MOTION (Fisher, Zapalac) to recommend granting the conditional use permit as requested. Motion passed 6-0.*

Enclosed is a copy of the draft minutes from the 12/20 Planning Commission meeting.

**Recommended Action**

Consider the recommendation from Planning Commission to grant the conditional use permit as requested.

## TOWN OF PALMER LAKE, COLORADO

### RESOLUTION NO. 7-2024

#### A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW SLAP SHOT HOCKEY LANES, LLC TO OPERATE A SIMULATED HOCKEY FACILITY IN THE GENERAL BUSINESS AND COMMERCIAL (C2) ZONE LOCATED AT 870-872 HWY 105

**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**, Slap Shot Hockey Lanes, LLC (the “Applicant”) plans to lease property located at 870-872 Highway 105 (the “Property”); and

**WHEREAS**, the Applicant, with the authorization and consent of the Property owner, has submitted an application for a conditional use permit to operate a simulated hockey facility on the Property; and

**WHEREAS**, the Property is located in the General Business and Commercial (C2) zone district; and

**WHEREAS**, Section 17.48.020 of the Palmer Lake Town Code authorizes bowling alleys as a conditional use in the C2 zone district, and such other uses which are not more detrimental, as determined by the planning commission and town board; and

**WHEREAS**, on December 20, 2023, the Palmer Lake Planning Commission considered the application and determined that the proposed use of the Property as a simulated hockey facility was similar in nature and not more detrimental than a bowling alley, and therefore recommended approval of the conditional use permit for Slap Shot Hockey Lanes by a 6-0 vote.

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

1. The Board of Trustees has reviewed the application, considered the recommendation of the Planning Commission, and the comments of the public and finds that the proposed use is similar in nature and not more detrimental than other uses allowed as conditional uses in the C2 zone, such as bowling alleys.
2. The application of Slapshot Hockey Lanes, LLC for a conditional use permit to operate a simulated hockey facility as described in the application is approved in the C2 zone district at 870-872 Hwy 105 upon the condition that the applicant provide the Town with a copy of a lease showing their right to use the property for the proposed purpose.
3. 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.



4. 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 11th DAY OF JANUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



## PLANNING COMMISSION

**Wednesday, December 20, 2023 at 5:00 PM**

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

### MINUTES

**Call to Order.** Chair Ihlenfeld called the meeting to order at 5:02 pm.

**Roll Call.** Present: Commission members Lindsey Zapalac, Susan Miner, Tim Caves, Mark Bruce, Bill Fisher and Charlie Ihlenfeld. Excused: Amy Hutson.

#### Approval of Minutes

1. Minutes from November 15, 2023. MOTION (Caves, Zapalac) to approve the minutes. Motion passed 6-0.

#### Public Hearing

2. Application for Conditional Use Permit in M1 Zone, Event Center (707 County Line Rd). Mr. Ron Mast (tenant) and Mr. Paul Sutton (landowner) explained the use of 10,000 sq ft inside and outside the structure for pickleball courts and event venue, including four indoor/outdoor courts, to open approximately fall of 2024. Commission member Tim Caves inquired about knowing there are courts planned to be installed at Palmer Lake. Discussion took place about lighting and fencing. Collins noted that the intent of the use noted on the application changed since the submittal to the presentation, previously not including courts and outside space. Discussion took place about additional material and modifying the request of the space from the full 24,000 sq ft structure to 10,000 sq ft inside and outside. MOTION (Zapalac, Miner) to continue the hearing for additional information for the intended use and a concept site plan to review. (Item 4 continued.)
3. Application for Conditional Use Permit in C2 Zone, Slapshot Hockey Lanes (870-872 Hwy 105). Ms. Nicole Tahmindjis explained Slap Shot Hockey Lanes, which will utilize about 2500 sq ft for hockey lanes and skills area for training and recreation at 870-872 Hwy 105, the same building as Palmer Lake Pub. The intention is about nine hockey lanes, approximately 8 ft wide by 20 ft long, to rent for 30-60 minutes. Hours of operation were reviewed along with various training and entertainment uses. Some sticks and gloves will be available along with possible instruction as assistance. There are about ten different games to play. Ms. Tahmindjis reviewed a variety of organizations interested in the use. Neighboring tenants were supportive of the use.
5. Consider Recommendation on Conditional Use Permit in C2 Zone, Slapshot Hockey Lanes (870-872 Hwy 105). Commission member Bill Fisher stated this use falls with fitness center and should be added to conditional use in commercial zones. MOTION (Fisher, Zapalac) to recommend granting the conditional use permit as requested. Motion passed 6-0.

**Business Items**

6. Consider Additional Downtown Design Criteria for the Community Master Plan. Discussion took place about the downtown concept drawings previously approved to incorporate into the master plan, clarifying that Mr. Fisher does not have electronic drawings. Discussion took place about encouraging sidewalk and on-street parking. Members reviewed the AIA concepts and Bill Fisher will review current concepts and summarize points to consider for the next meeting. Discussion took place about the entire downtown corridor being retail.

**Public Comment** - None.

**Next Meeting (January 17) and Future Items.** A gathering of all Board/Commissions was brought up.

**Adjourn.** MOTION (Fisher, Bruce) to adjourn at 6:16 pm. Motion passed.

*Minutes by: Dawn Collins, Town Clerk*



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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolutions to Re-appoint Town of Palmer Lake Members to Planning Commission, Parks and Trails Commission, PPACG and Board of Adjustment
<b>Presented by:</b>  Town Administrator		

**Background**

All existing appointments are confirmed with individuals to be re-appointed for another term. Each resolution in items 17-20 lists the members for re-appointment.

**Recommended Action**

Approve the resolutions to re-appoint members as listed.

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

**RESOLUTION NO. 3 - 2024**

**A RESOLUTION TO APPROVE APPOINTMENTS TO PLANNING COMMISSION,  
PALMER LAKE, COLORADO**

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

**WHEREAS**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Planning Commission.

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

**Section 1.** The following identifies the re-appointment for a two-year term to the Planning Commission for the Town of Palmer Lake:

Two-Year term (ending January 2026)

- Susan Miner
- Lindsey Zapalac
- Tim Caves

**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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk

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

**RESOLUTION NO. 4 - 2024**

**A RESOLUTION TO APPROVE APPOINTMENTS TO PARKS & TRAILS COMMISSION,  
PALMER LAKE, COLORADO**

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

**WHEREAS**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Parks & Trails Commission.

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

**Section 1.** The following identifies the re-appointment for a two-year term to the Parks & Trails Commission for the Town of Palmer Lake:

Two-Year term (ending January 2026)

- Reid Wiecks
- Cindy Powell
- Kevin Magner
- Garcia Woods

**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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk



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

**RESOLUTION NO. 5 - 2024**

**A RESOLUTION TO APPROVE A BOARD APPOINTMENT TO THE PIKES PEAK AREA COUNCIL OF GOVERNMENT (PPACG), 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**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for outlying agencies, including the Pikes Peak Area Council Area Council of Government (PPACG).

**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 following Board official is appointed to the PPACG for the Town of Palmer Lake:

One-Year term (ending January 2025) – Mayor Glant Havenar

**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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk

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

**RESOLUTION NO. 6 - 2024**

**A RESOLUTION TO APPROVE APPOINTMENTS TO BOARD OF ADJUSTMENT,  
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**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Board of Adjustments.

**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 following identifies the individual terms of re-appointment to the Board of Adjustment for the Town of Palmer Lake:

Two-Year term (ending January 2026)

- Bob Miner
- Eddie Kinney
- Michael Richards (Alternate)

One-Year term (ending January 2025)

- Kevin Dreher (Board of Trustee member)

**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 11th DAY OF JANUARY 2024.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Clerk



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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize a Letter of Understanding for Audit Services, Green & Associates LLC
<b>Presented by:</b>  Town Administrator		

**Background**

As requested annually, a letter of understanding is required for audit services of the prior year financials. Green & Associates LLC will conduct audit services of the Town of Palmer Lake 2023 financials. The fee is a not to exceed amount of \$17,800 and audit preparation will begin late spring.

**Recommended Action**

Approve the resolution for audit services with Green & Associates as laid forth in the letter of understanding.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 8-2024**

**A RESOLUTION TO AUTHORIZE A LETTER OF UNDERSTANDING FOR SERVICES FROM GREEN & ASSOCIATES LLC FOR A FINANCIAL AUDIT**

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

**WHEREAS**, Green & Associates LLC will be scheduled to audit the financial statements of the governmental activities, the business-type activities, and each major fund including the related notes to the financial statements, for the year ending December 31, 2023.

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

1. The Mayor is authorized, along with Town Administrator, to sign the letter of understanding, attached herein, to establish services for the audit with Green & Associates LLC, for a not-to-exceed amount of \$17,800.
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 11th DAY OF JANUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

# Green & Associates LLC

Certified Public Accountants & Business Consultants

November 15, 2023

To the Board of Trustees and Ms. Dawn Collins

Town of Palmer Lake, Colorado  
PO Box 208  
Palmer Lake, CO 80133

We are pleased to confirm our understanding of the services we are to provide Town of Palmer Lake, Colorado for the year ended December 31, 2023.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, business activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Town of Palmer Lake, Colorado as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Palmer Lake, Colorado's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Palmer Lake, Colorado's RSI in accordance with auditing standards generally accepted in the United States of America, (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Managements Discussion and Analysis
- 2) Budgetary Comparison – General Fund
- 3) Schedule of Contributions – Multi year
- 4) Schedule of Changed in Net Pension Liability / (Asset) and related ratios multi year
- 5) Schedule of Proportionate Share of Net Pension Liability - FPPA
- 6) Schedule of Pension Contributions – FPPA

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Palmer Lake's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

PO Box 865  
Longmont, CO 80502

Green & Associates • LLC

PHONE (720) 839-6458  
www.GreenCPAfirm.com

1. Budgetary comparison schedule – Conservation Trust
2. Budgetary comparison schedule – Water Fund
3. Local Highway Finance report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition due to fraud

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Palmer Lake, Colorado's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare the financial statements of Town of Palmer Lake, Colorado in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair

presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Green & Associates LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Green & Associates LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies or its designee. The regulatory agencies or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

David Green, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 1, 2024, or another agreed upon date, and to issue our reports no later than July 31, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## Reporting

We will issue a written report upon completion of our audit of Town of Palmer Lake, Colorado's financial statements. Our report will be addressed to The Board of Directors of Town of Palmer Lake, Colorado. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Town of Palmer Lake, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Green & Associates LLC

### RESPONSE:

This letter correctly sets forth the understanding of Town of Palmer Lake, Colorado.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize a Revised Memo of Understanding with Awake Palmer Lake for Pickleball Courts and Restroom Project
<b>Presented by:</b>  Town Administrator		

**Background**

As previously reviewed, the MOU with APL has a few modifications, as indicated in the redline copy.

The primary concern was the liability for the water line. It is proposed that APL make a payment to the Town for the water fund capital improvement, should the water line require replacement and/or relocation in the future, as directed by the Board of Trustees. This will relieve APL of the liability for the line.

**Recommended Action**

Approve the resolution to authorize the revised MOU as drafted.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 9 - 2024**

**A RESOLUTION TO AUTHORIZE A REVISED MEMORANDUM OF  
UNDERSTANDING BETWEEN AWAKE PALMER LAKE ORGANIZATION  
AND TOWN OF PALMER LAKE, 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 of Palmer Lake seeks collaboration with Awake Palmer Lake to install pickleball courts and a restroom on Town (public) property; and

**WHEREAS**, the enclosed Memorandum of Understanding (MOU) provides responsibilities and procedures for the installation of pickleball courts and a public restroom as required by the awarded grant to Awake Palmer Lake; and

**WHEREAS**, revisions were made to the MOU.

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

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF  
TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF JANUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

1  
**MEMORANDUM OF UNDERSTANDING FOR PICKLEBALL COURT  
 GRANT**

By and Between the TOWN OF PALMER LAKE and the PALMER LAKE  
 RESTORATION PROJECT, INC., (dba AWAKE THE LAKE/AWAKE PALMER LAKE),  
 a Colorado non-profit corporation

This Memorandum of Understanding (this "MOU" or this "Agreement") is entered  
 into this day of \_\_\_\_\_, ~~2023~~-202 ( "Effective Date") by and between the  
 Town of Palmer Lake, Colorado ("Town") and the Palmer Lake Restoration Project, Inc.,  
 dba Awake the Lake, a Colorado non-profit corporation ("ATL") (collectively, the  
 "Parties").

**RECITALS**

WHEREAS, there are limited resources, including funding and personnel,  
 available for projects throughout the Town, and as a result, the Town is interested in  
 receiving support from a nonprofit entity to financially assist and coordinate projects with  
 the Town for the benefit of all Town Citizens and Businesses; and

WHEREAS, the Parties seek to enter into public-private partnerships with  
 nonprofit organizations to create, revitalize, and maintain parks and other public spaces  
 on a project specific basis; and

WHEREAS, the ATL was formed as a Colorado nonprofit corporation known as  
 the Palmer Lake Restoration Project, Inc., on September 12, 1995 to, among other  
 things, (i) facilitate and aid the Town with respect to the preservation of the Lake and  
 adjacent Parkland, (ii) raise a portion of the necessary funds to defray costs of the  
 preservation, restoration, landscaping and other amenities, and (iii) assist the Town with  
 developing a master plan for the Lake and Parkland to govern their future use and  
 development of amenities; and

WHEREAS, ATL has applied for and obtained a grant to install pickleball courts  
 and ~~a~~-restrooms within the Town and upon Town property as further depicted in the  
 Grant Application ("Project"), said application being incorporated herein for definition  
 purposes; and

WHEREAS, the Board of Trustees of the Town support the Project and the  
 Parties seek to establish the Parties' roles and responsibilities with respect to the  
 Project.

NOW, THEREFORE, in order to advance their mutual objectives with respect to  
 the Project and to commence a collaborative process with each other, the Parties agree  
 as follows:

## SECTION 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the roles and responsibilities of the Parties with respect to the Project.

## SECTION 2 – AWAKE THE LAKE

2.1 Responsibilities of ATL under this Agreement. The responsibilities of ATL shall include the following:

(a) Manage the Grant, including but not limited to complying with the reporting requirements to the Grant administration.

(b) Work in cooperation with the Town and subject to all rules, regulations, and laws, to assist in the Project and secure approval of the Town of all design, plans, construction and otherwise for the Project prior to commencement of each phase of the Project.

(c) Since there is a Town water line that will be under the pickleball courts, ATL will ~~put deposit~~provide \$20,000 to be deposited into the Town's water capital improvement fund to be used as determined by the Board of Trustees into a high yield savings account of the Town's choosing, and subject to the Town's exclusive control, for possible future repairs or other use as determined by the Board of Trustees, with said funds provided to the Town no later than the completion of the Project and close out of the Grant. ~~ATL and Town may agree to deposit funds earlier or in a different manner. Such deposit by ATL shall relieve ATL of any and all future liability or responsibility associated with said Town water line, and the Town shall be solely responsible for the management and control of such funds.~~

## SECTION 3 – THE TOWN

3.1 Responsibilities of the Town under this Agreement. The responsibilities of the Town shall include the following:

(a) Work collaboratively with ATL to complete the Project. Nothing herein shall grant or create for ATL any ownership, authority, or control over any Town property. Control over all Town Property rests solely with the Board of Trustees.

(b) ~~The Town will approve~~is required for each phase of the project as well as any and all plans for construction of the Project and no construction will take place without the agreement and permission of the Town.

(c) In support of the Project, the Town will ~~(i) waive the~~contribute a Water Tap to be used ~~Fee associated with~~for the restrooms; ~~(ii) provide~~ approximately 1,000 yards of infill for the site and the staff and equipment to grade such fill as available; ~~(iii) provide liability insurance under the Town's applicable insurance for the~~



Project being constructed on Town Property and for the benefit of the Town's citizens;  
and, (iv) allow the use of Town Hall for project meetings as available.

#### SECTION 4 – GENERAL CONDITIONS

4.1 Cooperation. The Parties agree to work together at all times in good faith, meet regularly as needed, and keep each other informed as to activities of the other, and maintain at all times a designated representative who shall serve as a point of contact for communications.

4.2 Costs. Each Party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, and future actions related thereto. Any and all sums of money required by the Town will be subject to annual appropriation by the Town Board of Trustees. Failure to appropriate shall not constitute a violation, default, breach, or otherwise to this MOU.

4.3 Term. This MOU shall be perpetual in nature, subject to written modification signed by authorized representatives of each party, and further subject to termination by either party upon 30 days written notice to the other, or completion of the project, whichever occurs first.

4.4 Jurisdiction and Governing Law. This MOU shall be performed and enforced in Palmer Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

4.5 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective, provided the central purposes of this Agreement continue to be served.

4.6 Notices. Any notice which a Party is required or may desire to give or deliver to the other Party shall be given in writing by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a national overnight courier service that provides written evidence of delivery; or (iv) email transmission and addressed as follows:

With respect to the Town:                      Town Administrator  
  
   Town of Palmer Lake  
   42 Valley Crescent  
   P.O. Box 208  
   Palmer Lake, CO 80133  
   Email: [dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

With copies to:                                      Town Attorney  
   Matthew Z. Krob

8400 E. Prentice Avenue,  
Penthouse Greenwood Village,  
CO 80111  
Email: [matt@kroblaw.com](mailto:matt@kroblaw.com)

With respect to ATL: Project Manager Tim Caves  
Email: [tlccaves@yahoo.com](mailto:tlccaves@yahoo.com)

With copies to: ATL President Jeff Hulsmann  
Email: [punchyco@gmail.com](mailto:punchyco@gmail.com)

4.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and the signature pages combined to constitute one document. Facsimile or electronically transmitted signatures will have the same force and effect as original signatures.

4.8 No Waiver Of Immunity. 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.

4.9 No Creation of Ownership Interest. Nothing herein shall be construed to create an ownership interest of any kind in any Town owned property or any of the improvements upon Town owned property.

4.10 Operation and Future Use. Nothing herein shall be used to determine the way in which the Town will chose to operate, maintain, or use the Town Property as a result of the Project, including the improvements as a result of the Project.

4.11 Third Party Beneficiaries. The PARTIES do not intend by the AGREEMENT to assume any contractual obligations to anyone other than the PARTIES and do not intend that there be any third-party beneficiary to this AGREEMENT.

4.12 No Partnership. This AGREEMENT shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of or as an agent for or to otherwise bind the other Party.

Dated as of the Effective Date set forth above, which shall be the date the last Party signs this Agreement.

ATL:

Palmer Lake Restoration Committee d/b/a/  
Awake the Lake, a Colorado nonprofit corporation

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By: \_\_\_\_\_

Authorized Representative of Awake the Lake

**Town of Palmer Lake:**

By: \_\_\_\_\_  
Mayor, Glant Havenar

Attest: \_\_\_\_\_  
Town Administrator/Clerk

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

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



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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize the Parks and Trails Commission to Continue Trail and Bridge Activity
<b>Presented by:</b>  Town Administrator		

**Background**

As previously presented to the Board by the Parks and Trails Commission, the design of bridges to continue trail construction was recommended by the Air Force Academy cadets and supported by Commission members with modification of steel cables versus wood and natural log posts from the reservoir area. Additionally, it is proposed to continue the trail route on the Elephant Rock property and improve the open air pavilion for public use on the property.

The enclosed resolution outlines the activity authorized by the Board so Parks and Trails can continue the work and seek funds as needed for bridge material.

**Recommended Action**

Approve the resolution to authorize the Parks and Trails Commission to continue trail building activity as presented or consider the route and modify appropriately on the Elephant Rock property.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 10 - 2024**

**A RESOLUTION TO AUTHORIZE TRAIL BUILDING BY THE  
PALMER LAKE PARKS AND TRAILS COMMISSION  
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 of Palmer Lake seeks to authorize the Parks and Trails Commission to continue trail building activity; and

**WHEREAS**, the enclosed map was presented and a plan requested by the Parks Commission members to approve specific trail development; and

**WHEREAS**, the Board of Trustees desires to support the Parks and Trails Commission, as authorized in Chapter 2.20.040 of the town code, to safely connect areas of the town.

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

1. In addition to the approved activity outlined in Resolution 28-2023 to build a trail beginning at Kent undeveloped right of way connecting to Creekside Trail, following southeast to the Elephant Rock (ER) property to the pavilion, and to install one walking bridge, completed, the Town Board of Trustees hereby authorizes the Parks and Trails Commission to –

- a. Design, build and install additional bridges in partnership with US Air Force Academy, as identified on the map exhibit;
- b. Renovate the open-air pavilion on ER property; and
- c. Develop a perimeter trail within the ER property as outlined on the map exhibit.

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

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

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF  
TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 11th DAY OF JANUARY 2024.**

ATTEST:

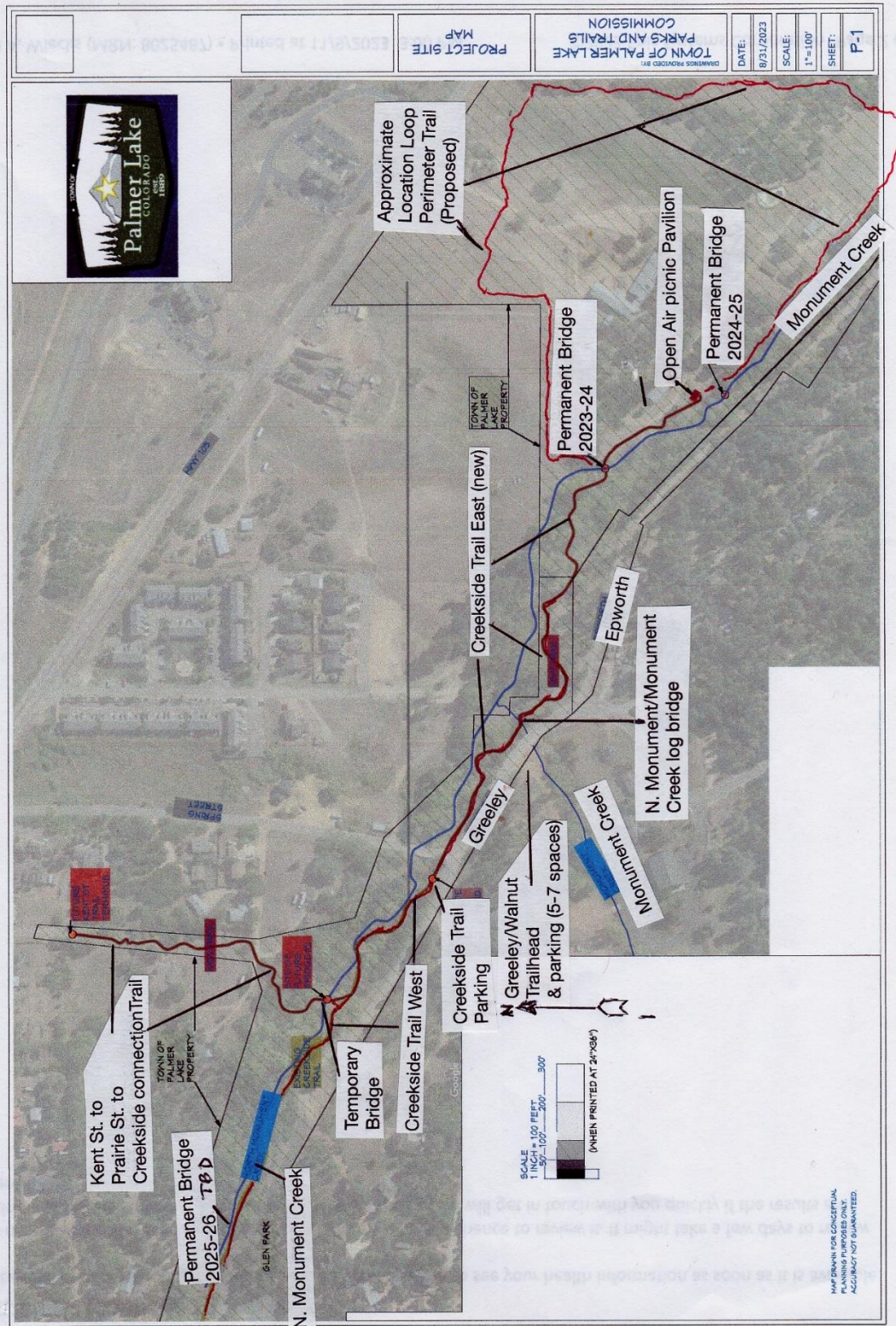
TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



## Palmer Lake Parks &amp; Trails: Kent, Prairie, Creekside, E-Rock Trail System Plan Update - Dec. 28, 2023





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

<b>DATE:</b> January 11, 2024	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Adopt the Revised Employee Handbook for 2024
<b>Presented by:</b>  Town Administrator		

**Background**

Previously the red-line version of the revised handbook was distributed to the Board for review. No comments were received about the revisions made.

Amendments include the following –

- Numerous grammatical edits
- Expanded use of sick leave, as required
- Clarify:
  - Employee review
  - Compensatory time
  - Eligibility for employee benefits and paid leave
- Add rehire eligibility if a position is modified/terminated

**Recommended Action**

Approve the amended employee handbook as presented.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 11 - 2024**

**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 January 2023; 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 11th DAY OF JANUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

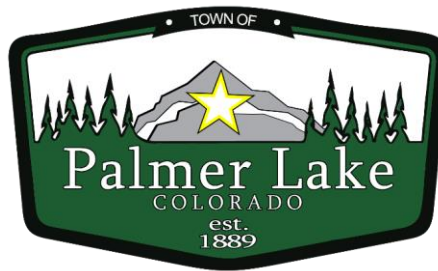
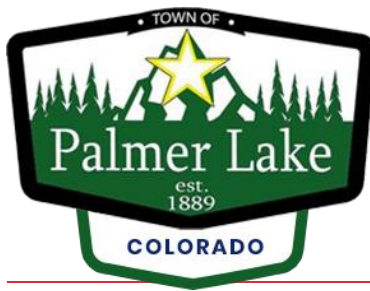
\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



# TOWN OF PALMER LAKE

## EMPLOYEE HANDBOOK



Rev. January 2023<sup>34</sup>

*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 1/26/2023 (Resolution 16-2023)*

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*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

## 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 [the](#) 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 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 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. Complaints 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 a 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.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

### 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.
- **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 [\(also referred to as seasonal\)](#). 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.)

### 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, 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 their supervisor, Administration and/or payroll 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 [each](#) 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 must be made within 24 hours whenever possible and is required within ten (10) business days to be eligible for coverage. When necessary, employees must seek prompt medical treatment from one of the plan designated providers. Appropriate reporting and treatment must be followed 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 to 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.



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.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

### 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 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.

Promotion, transfer, or rehire will follow the basic guidelines of a new hire. Refer to the New Hire Policy.

### 3.8 Employee Review

The annual review process will include a mandatory dialogue, which is intended to provide employees feedback concerning employment progress. ~~†The discussion between supervisor and employee~~ 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 designee~~, 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 Equipment Policy.

### 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 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.

Employees should share their questions, concerns, suggestions or complaints with their immediate supervisor. If ~~the employees are~~ ~~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 ~~exists 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, may determine, due to inclement weather, 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. In such case, staff unable to work remotely will be paid at the regular rate for regular hours scheduled.

## **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. 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 return to their former position.

### **4.5 Deductions**

Federal and state income tax withholding and Social Security and Medicare taxes 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 a depository account. Employees shall authorize in writing the direct deposit of their net earnings with a designated financial institution of their choice.

#### 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 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, 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. Supervisors are responsible to track and manage compensatory time for staff throughout the year. Compensatory time should be flexed within a pay period when possible and used prior to accrued -paid leave.

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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 86 in a work period. Eligible Fire employees are paid overtime for hours worked over 106 in a work period. Sick time, vacation, holiday, or other paid or unpaid leave time is not included in calculating the overtime threshold.

#### 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 for (40) or more than 40 hours per week. 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 during a specified time period outside their normal working hours. Employees shall be paid straight time for all hours worked, as required by law.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*



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*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

#### 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. Completed timesheets shall be reviewed and approved by the respective immediate supervisor at the end of each payroll period, indicating attesting to the time recorded for payment. Compensatory time tracking is the responsibility of each department supervisor or designee.

#### 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 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.

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## 5.0 BENEFITS

Employees ~~working more than (35) regular scheduled hours~~regularly scheduled for (36) hours or more per week are eligible for benefits.

### 5.1 Insurance Benefits

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.

### 5.2 Group ~~Health~~Medical, Dental, and Vision Insurance

The Town shall offer ~~health~~medical, 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 for all eligible employees. Refer to the Summary Plan Description for eligibility definition and plan details.

## 6.0 LEAVE TIME

Unless otherwise specified below, employees ~~working more than (35) regular scheduled hours regularly scheduled for (36) hours or more per week~~ are provided the following leave time, ~~and vacation holiday 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 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.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

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

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 eligible employees shall accrue vacation as follows:

Years of Service	Annual Vacation Leave Accrual	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 years-of-service tier limit. Each tier's maximum limit is two times its annual accrual. Once the employee reaches the maximum limit at any time throughout the year, they shall not accrue additional vacation leave until the balance falls below the maximum 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 eight (8) hours of holiday pay on the following observed holidays to employees ~~working regularly scheduled more than for (320) hours or more regularly scheduled hours~~ per week, as follows:

New Year's Day (January 1)  
 Martin Luther King Day (3<sup>rd</sup> Monday of January)  
 President's Day (3<sup>rd</sup> Monday of February)  
 Memorial Day (Last Monday of May)  
 Independence Day (July 4)  
 Colorado Day (~~observed 1<sup>st</sup> Monday of August-4~~)  
 Labor Day (1<sup>st</sup> Monday of September)  
 Cabrini Day (1<sup>st</sup> Monday of October)  
 Veterans' Day (November 11)  
 Thanksgiving Day (4<sup>th</sup> Thursday of November)  
 Day after Thanksgiving (4<sup>th</sup> 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 on the employee's first payday on a prorated basis and, each subsequent year, on the first payday in January)

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*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

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. ~~Eligible e~~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 an observed holiday will earn the holiday pay and agree to comp the hours worked, unless otherwise agreed to by the department supervisor and Administration.

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

~~per week~~

#### 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~~paid to employees.

Employees regularly scheduled for (36) hours or more per week ~~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 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 employees shall not accrue additional sick leave until the balance falls below 48 hours.

~~The All~~ employees-is are 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.

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.

- To care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care.
- To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- To evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

Because paid sick leave is accumulated 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

Eligible employees are those employees regularly scheduled for (36) hours or more per week.

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

Eligible employees are those employees regularly scheduled for (36) hours or more per week.

~~Any~~ Employees who suffers a death in their immediate family will be allowed up to 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

Eligible employees are those employees regularly scheduled for (36) hours or more per week.

~~Any~~ Employees who ~~is~~ are 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. Paid leave time may be used if available.

### 6.8 Voting

~~Any~~ 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.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

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### 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 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.

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#### 6.10 Leave Donation Program

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The Town recognizes that employees may encounter unexpected personal emergencies that result in a need for additional time off that is ~~in excess of~~ more than 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. Refer to the Paid Leave Donation Policy.

*Adopted by Town Board of Trustees on 11/12/2020 (Resolution 22-2020); Revised & Adopted 8/12/2021 (Resolution 38-2021); Revised & Adopted 1/26/2023 (Resolution 16-2023)*

## 7.0 SEPARATION OF EMPLOYMENT

An employee may separate from employment with the Town by resignation, 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 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.

### 7.3 Termination

Employees who are terminated ~~are may~~ not ~~be~~ eligible for rehire. In the event termination takes place to eliminate or modify the duties of a position, an employee may be considered 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.

### 7.4 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