



BOARD OF TRUSTEES

Thursday, February 24, 2022 at 5:00 PM

Tri-Lakes Chamber Office Community Room, 166 2nd St, Monument

In-person

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

Consent Agenda

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

1. Minutes from February 10, 2022 Meeting
2. Checks over \$15,000 -
3. Financials (January)

Staff/Department Reports

4. Attorney
5. Administrator/Clerk

Public Comment

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

Business Items

- [6.](#) Resolution 13-2022 to Appoint Board Member to PPRBD Advisory Board
- [7.](#) Resolution 14-2022 to Appoint Board Member to Awake The Lake (ATL)
- [8.](#) Resolution 15-2022 to Approve Employee Leave Donation Policy
- [9.](#) Resolution 16-2022 to Approve Drug Free Workplace Policy
- [10.](#) Resolution 17-2022 to Authorize Agreement with Coast Professional Inc for Debt Collection
- [11.](#) Ordinance 5-2022 to Adopt No Parking on Specific Roadways (Walnut, Lovers Lane)

Board Reports**Next Meeting (March 10) and Future Items, Next Retreat Date****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) – possible annexation.

Reconvene to Open Session**Adjourn**

Americans with Disabilities Act

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



BOARD OF TRUSTEES

Thursday, February 10, 2022 at 5:00 PM

Tri Lakes Chamber House, 300 Hwy 105, Monument

MINUTES

Call to Order. Mayor Bass called the meeting to order at 5 PM.

Pledge of Allegiance

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

Introductions/Presentations

1. Introduction of Mr. Joe Roybal, candidate for El Paso County Sheriff. Mayor Bass introduced Mr. Roybal and he shared his background and top priorities if elected to collaborate for the entire region, including safety, mental health intervention, and combat bad legislation.

Consent Agenda

Discussion about the revised agenda adding the resolution for the Section 125 plan for medical benefits. MOTION (Stuth, Currier) to approve the consent agenda including 2) Minutes from January 13, 2022 Meeting; 3) Checks over \$15,000 – CIRSA, TN Parker Construction, Community Matters; 4) Financials (December); 5) Resolution 12-2022 to Adopt Section 125 Plan Document. Roll call vote – aye 5; nay 0. Motion passed.

Staff/Department Reports

6. Water; 7. Public Works including Roads & Park Maintenance; 8. Police - inquiry about car break ins; 9. Fire; 10. Administration – including land use activity for 2021 and regular monthly report of permits; 11. Attorney

12. Administrator/Clerk. Collins provided updates to the ramp and town hall projects and the Master Plan progress. The parking kiosk is moving forward for installation in March. Updates were also provided on water taps to date of 1,035 (of estimated 1,145), appointments open for town officials, two drilling rigs remaining at Fletchers' property, and GMS work including the High Street drainage study – coming in March – and the water accounting study possibly complete in June. Collins also inquired about Board attendance for the Tri-Lakes Chamber luncheon on 2/18.

Public Comment. Susan Miner offered information to securely re-hang the historical society prints in town hall.

Public Hearing

13. Petition to Disconnect from Town of Palmer Lake - United Congregational Church. Discussion ensued about keeping UCC in town. Board members held an exchange about the services that will continue to be provided to the area. Public members spoke - Shana Ball agreed the Board should not annex and see what happens even if it goes to Court. Susan Miner stated the Town should not act like a victim and stand up for what the Town wants. Shana Ball inquired about annexing County property. Martha Brodzik stated that the County may have stricter development requirements. Kurt Ehrhardt provided a past example of Forest View 1-2 development. Martha Brodzik offered an example of the Villas annexation. The Board continued to discuss reasons not to allow the disconnection. Attorney Krob provided possible response from the applicant. Mayor Bass closed the hearing.

Business Items

14. Resolution 6-2022 to Approve Appointments to Planning Commission. MOTION (Havenar, Stuth) to approve Resolution 6 re-appointing Shana Ball, appointing new members Susan Miner and Martha Brodzik to the Planning Commission. Roll call vote – aye 4; nay 1 (Farr). Motion passed.

15. Resolution 7-2022 to Approve Appointment to Parks Commission. MOTION (Havenar, Stuth) to approve Resolution 7 with re-appointments to the Parks Commission. Roll call vote – aye 5; nay 0. Motion passed.

16. Resolution 8-2022 to Approve Appointments to Board of Adjustments. Trustee Havenar abstained from the item due to being a BOA member. MOTION (Currier, Farr) to approve Resolution 8-2022 with re-appointments to the BOA. Roll call vote – aye 4; nay 0; abstain 1 (Havenar). Motion passed.

17. Resolution 9-2022 to Appoint Citizen Member to Citizen's Advisory Committee (PPACG - CAC). MOTION (Havenar, Stuth) to approve Resolution 9 to appoint Nikki McDonald to CAC. Roll call vote – aye 5; nay 0. Motion passed.

18. Resolution 10-2022 to Adopt 2022 Master Fee Schedule. Discussion took place with Board members about the marijuana license fees being too high compared to other fees. Collins explained modifying the fees based on the prior Board direction and discussion from business owners and asked what Board members want the fees to be. Public member (Claudia) offered that marijuana licensing is limited whereas liquor and other licenses are not limited. MOTION (Currier, Havenar) to Resolution 10-2022 with addition of a specific explanation of the MOD (modification of premise fee for marijuana facility). Roll call vote – aye 3; nay 2 (Stuth, Farr). Motion passed.

19. Resolution 11-2022 to Authorize Lease Agreement with Pikes Peak Library District. MOTION (Havenar, Currier) to approve Resolution 11 authorizing the lease agreement as presented. Roll call vote – aye 4; nay 1 (Stuth). Motion passed.

20. Ordinance 1-2022 to Disconnect (De-annex) from Town of Palmer Lake. Mayor Bass stated this is the ordinance for action on the petition to disconnect from the town. MOTION (Havenar, Currier) to consider Ordinance 1 to allow the disconnect of UCC. Roll call vote – aye 1; nay 4 (Havenar, Currier, Stuth, Farr). Motion failed.

21. Ordinance 2-2022 to Amend Section 5.02 Relating to Business Licenses. Collins noted this is an administrative clean up of the code. MOTION (Havenar, Stuth) to approve Ordinance 2 to amend the business license code to include conducting business within town boundaries. Roll call vote – aye 5; nay 0. Motion passed.

22. Ordinance 3-2022 to Amend Section 12.03.020 Relating to Variance of Road Standards. Collins noted this is to tighten up the reasons to not build to standard. MOTION (Havenar, Farr) to approve Ordinance 3 amending section 12.03.020. Roll call vote – aye 5; nay 0. Motion passed.

23. Ordinance 4-2022 to Amend Section 3.04.050 Relating to Lodging Fee. Collins noted this was to remove tax language and refer to master fee schedule for fee. MOTION (Havenar, Currier) to approve Ordinance 4 amending section 3.04.050. Roll call vote – aye 5; nay 0. Motion passed. Marty Brodzik inquired about where to find the Board packet information.

24. Direction on Elephant Rock Property: value, lease area, personal property. Collins reviewed the questions that arose from a prior Board retreat for next steps for the property. Does the Board want a minimum of two quotes for a party to evaluate the property value and use? Kurt Ehrhardt inquired why the value is needed if the town cannot sell it. Board members stated the value is important to determine lease potential. MOTION (Havenar, Currier) to direct staff to obtain quotes for assessment. Roll call vote – aye 5; nay 0. Motion passed. Does the Board want a property map to identify areas to lease or not to lease? Susan Miner stated that an advisory team member does mapping (Kevin). Board discussion took place about beginning with the assessment first and not taking further action on areas to lease or giving away items. Collins inquired about the town departments, town hall kitchen needs and parks potential use. Susan Miner offered to assist to de-commission the items on the property. MOTION (Currier, Farr) to allow the departments to utilize any items for town office, department, town hall or parks. Roll call vote – aye 5; nay 0. Motion passed. Trustee Havenar expressed the request from the Terres family about a donated piano. All items will remain for now.

Board Reports. Trustee Stuth stated that the Master Plan survey has 300 surveys complete but will keep it open to increase the number.

Next Meeting (Feb 24) and Future Items

Convene to Executive Session. MOTION (Currier, Farr) to convene to executive session at 6:48 PM. Roll call vote – aye 5; nay 0. Motion passed. Attorney Krob announced: *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) – Fire Department.*

Reconvene to Open Session. MOTION (Currier, Farr) to reconvene to regular session at 8:07 PM. Roll call vote – aye 5; nay 0. Motion passed.

Adjourn. MOTION (Currier, Stuth) to adjourn at 8:07 PM. Roll call vote – aye 5; nay 0. Motion passed.

William Bass, Mayor

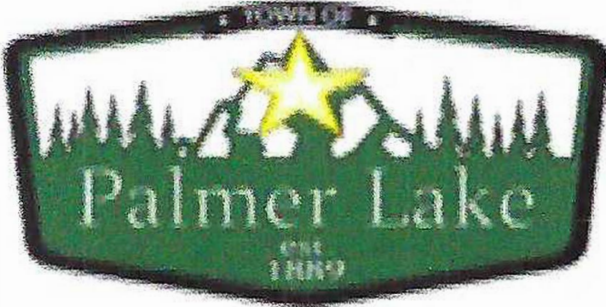
ATTEST: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
Financial Statements
January 2022
Unaudited



CASH POSITION

January 31, 2022



TOWN OF DANMETHUEN

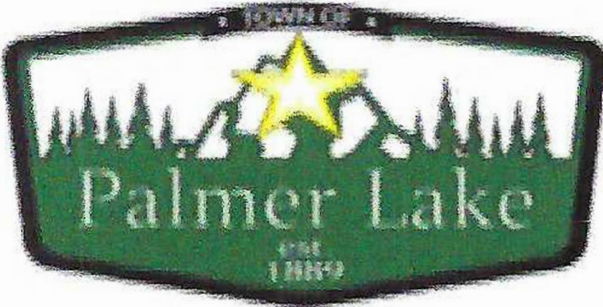
Schedule of Cash Position

January 31, 2022

UNAUDITED

FINANCIAL INSTITUTION			RATE	FUNDS
CoBank - General Operating			n/a	\$ 617,405
CoBank - Water Operating			n/a	\$ 1,173,910
ColoTrust - General Fund			0.07%	\$ 977,040
ColoTrust - Water Reserve 2010			0.07%	\$ 177,329
ColoTrust - Water Loan Reserve			0.07%	\$ 197,513
ColoTrust - Police CIP Reserve			0.07%	\$ 7
ColoTrust - Fire CIP Reserve			0.07%	\$ 105,465
ColoTrust - CTF Reserves			0.07%	\$ 27,087
Total - Cash Accounts				\$3,275,755

GENERAL FUND
January 2022



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND

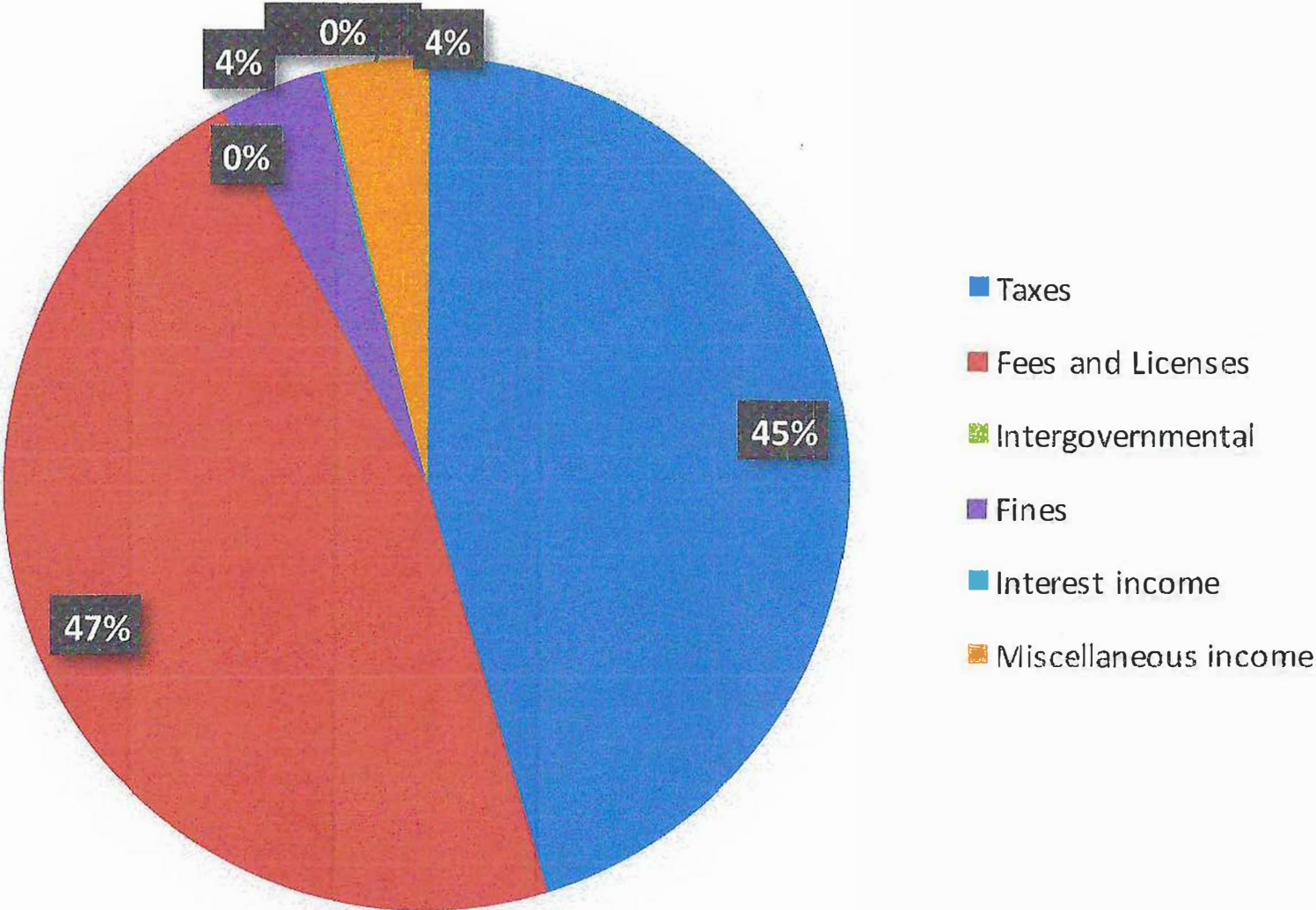
For the One Month Ended January 31, 2022

UNAUDITED

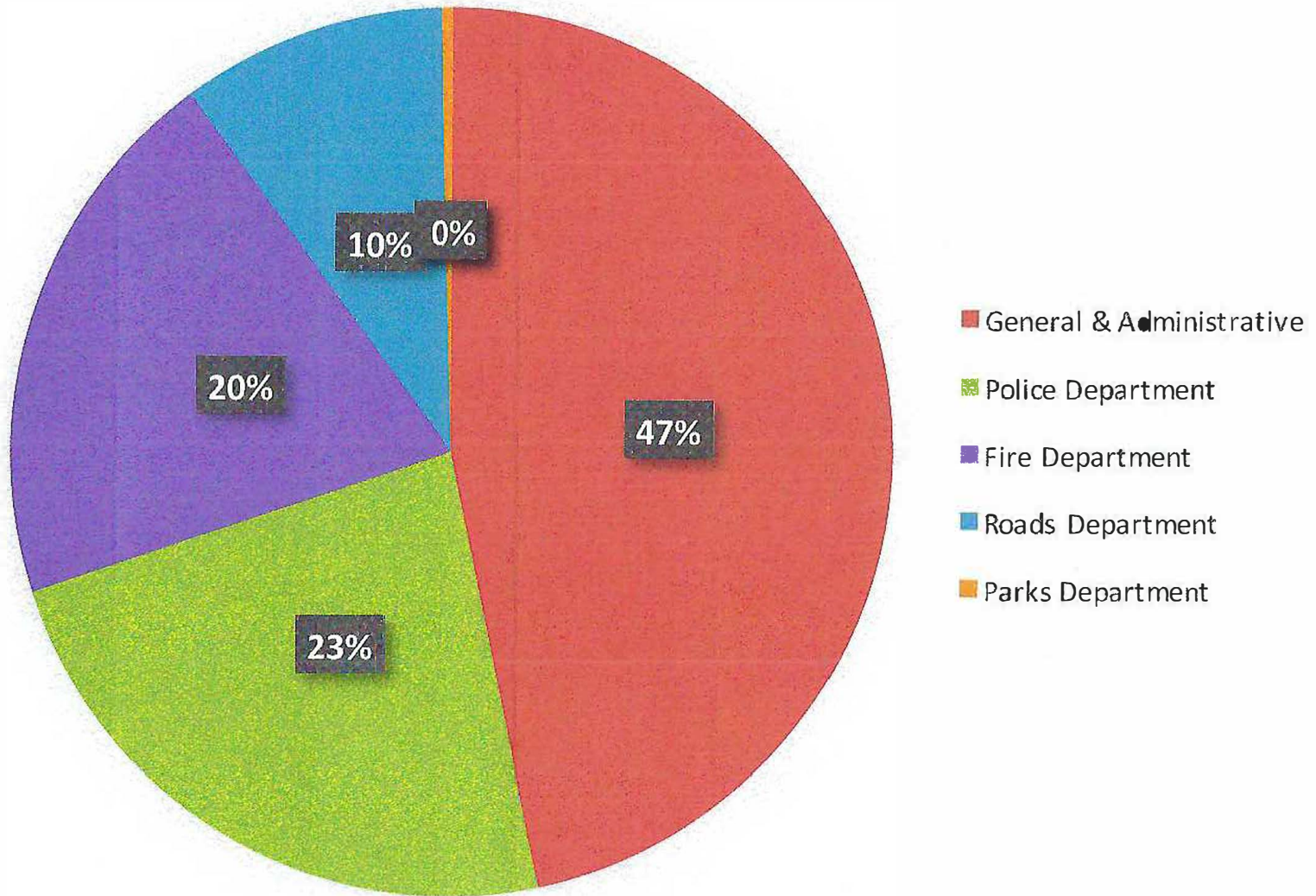
Item 3.

	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
Taxes	\$ 2,090,342	\$ 18,779	\$ (2,071,563)	1%
Fees and Licenses	191,900	19,407	(172,493)	10%
Intergovernmental	26,100	-	(26,100)	0%
Fines	70,900	1,620	(69,280)	2%
Interest income	12,000	68	(11,932)	1%
Departmental	7,000	838	(6,163)	12%
Miscellaneous income	170,100	1,663	(168,437)	1%
Total Revenue	<u>\$ 2,568,342</u>	<u>\$ 42,374</u>	<u>\$ (2,525,968)</u>	<u>2%</u>
EXPENDITURES				
General and Administrative				
Salaries and Benefits	\$ 179,369	\$ 14,535	\$ 164,834	8%
Professional Services	315,785	2,498	313,287	1%
General Administration	605,730	57,144	548,586	9%
Total General and Administrative	<u>\$ 1,100,885</u>	<u>\$ 74,177</u>	<u>\$ 1,026,707</u>	<u>7%</u>
Police Department				
Salaries and Benefits	\$ 588,861	\$ 36,555	\$ 552,306	6%
Professional Services	-	-	-	0%
General Administration	60,470	221	60,249	0%
Total Police Department	<u>\$ 649,331</u>	<u>\$ 36,776</u>	<u>\$ 612,555</u>	<u>6%</u>
Fire Department				
Salaries and Benefits	\$ 464,572	\$ 28,209	\$ 436,363	6%
Professional Services	-	-	-	0%
General Administration	73,050	3,593	69,457	5%
Total Fire Department	<u>\$ 537,622</u>	<u>\$ 31,802</u>	<u>\$ 505,820</u>	<u>6%</u>
Roads Department				
Salaries and Benefits	\$ 187,002	\$ 14,905	\$ 172,097	8%
Professional Services	20,000	313	19,688	2%
General Administration	388,071	199	387,872	0%
Total Roads Department	<u>\$ 595,073</u>	<u>\$ 15,416</u>	<u>\$ 579,657</u>	<u>3%</u>
Parks Department				
Salaries and Benefits	\$ 62,231	\$ 724	\$ 61,507	1%
General Administration	23,200	-	23,200	0%
Total Parks Department	<u>\$ 85,431</u>	<u>\$ 724</u>	<u>\$ 84,707</u>	<u>1%</u>
Total Expenditures	<u>\$ 2,968,341</u>	<u>\$ 158,894</u>	<u>\$ 2,809,447</u>	<u>5%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (400,000)</u>	<u>\$ (116,520)</u>	<u>\$ 283,479</u>	
FUNDS BALANCE - BEGINNING OF YEAR - estimated		<u>\$ 2,783,287</u>		
FUNDS BALANCE - END OF YEAR		<u>\$ 2,666,767</u>		
Less:				
Restricted:				
Operating Reserve - 3 months		(582,475)		
Fire - CIP Reserve		(105,465)		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u>\$ 1,978,827</u>		

General Fund Revenue Breakdown January 2022

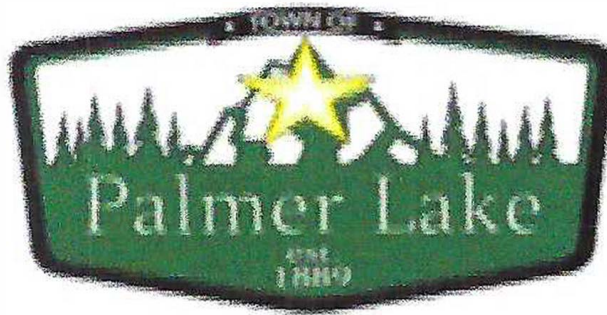


General Fund Expenditure Breakdown January 2022



WATER ENTERPRISE FUND

January 2022



TOWN OF PALMER LAKE

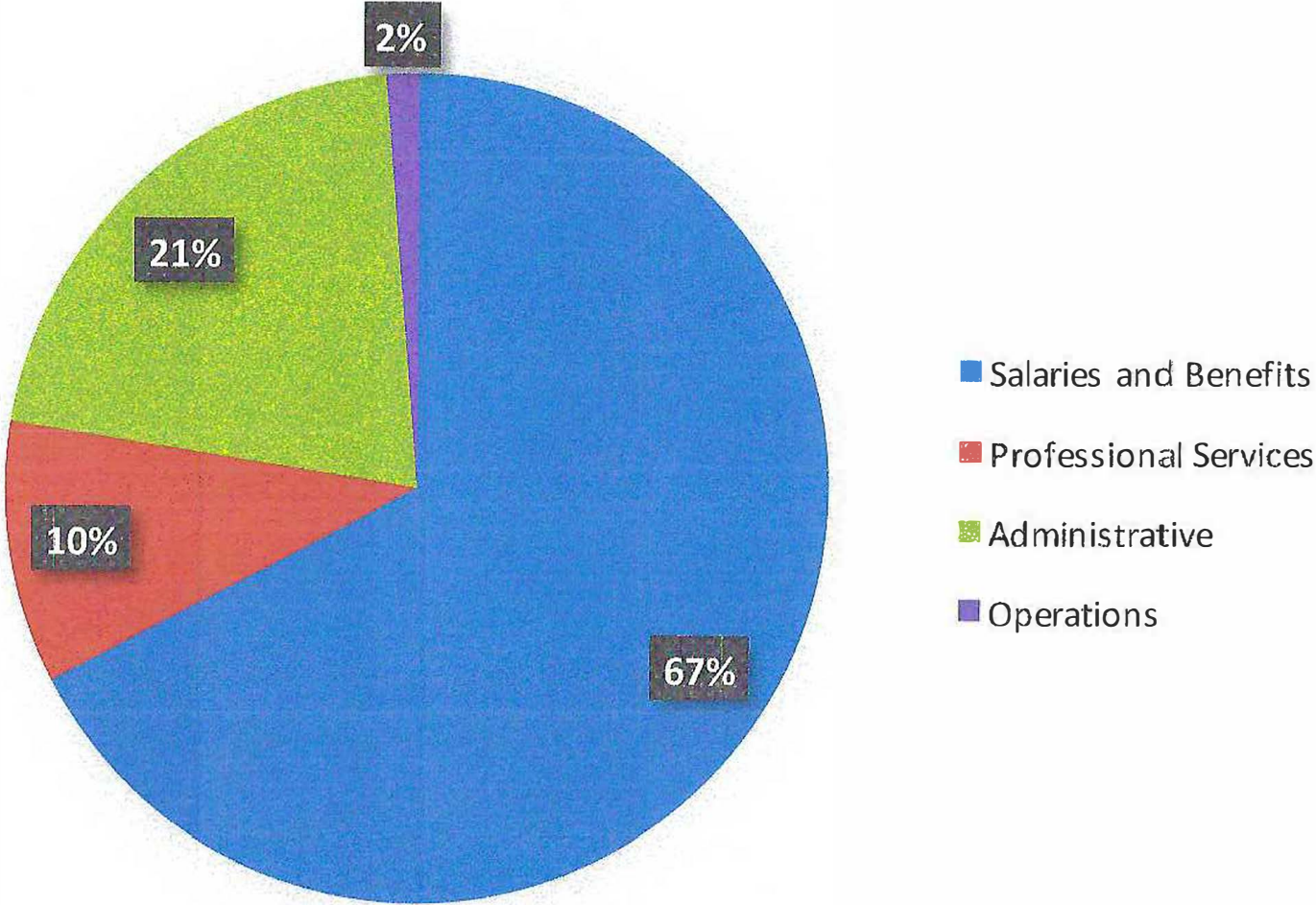
SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL

WATER ENTERPRISE FUND

For the One Month Ended January 31, 2022

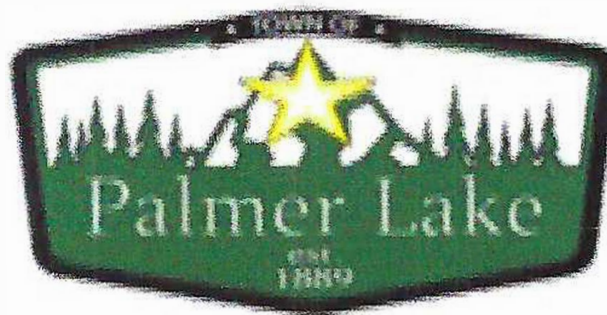
	2022 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
Water Revenue	\$ 1,198,500	\$ 89,341	\$ (1,109,159)	7%
Water Fees	71,957	4,408	(67,549)	6%
Water Taps	200,000	-	(200,000)	0%
Late Fees	-	2,143	2,143	0%
Water Meters	6,500	-	(6,500)	0%
Interest	3,000	23	(2,977)	1%
Total Revenue	<u>\$ 1,479,957</u>	<u>\$ 95,915</u>	<u>\$ (1,384,042)</u>	6%
EXPENDITURES				
Salaries and Benefits	\$ 454,797	\$ 33,082	\$ 421,715	7%
Professional Services	127,500	5,047	122,453	4%
Administrative	183,450	10,419	173,031	6%
Operations	874,054	635	873,419	0%
Debt Service	183,229	11,500	171,729	6%
Total Expenditures	<u>\$ 1,823,030</u>	<u>\$ 60,683</u>	<u>\$ 1,762,347</u>	3%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (343,072)</u>	<u>\$ 35,233</u>	<u>\$ 378,306</u>	
FUNDS AVAILABLE - BEGINNING OF YEAR - estimated		<u>\$ 658,203</u>		
FUNDS AVAILABLE - END OF YEAR		<u>\$ 693,436</u>		
Less:				
Restricted:				
Operating Reserve - 3 months(CWR&PDA Loan Requirement)		(236,018)		
Water Loan Reserve		(197,513)		
Water Reserve - 2010		<u>(177,329)</u>		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u>\$ 82,576</u>		

Water Enterprise Fund Expenditure Breakdown January 2022



CONSERVATION TRUST FUND

January 2022



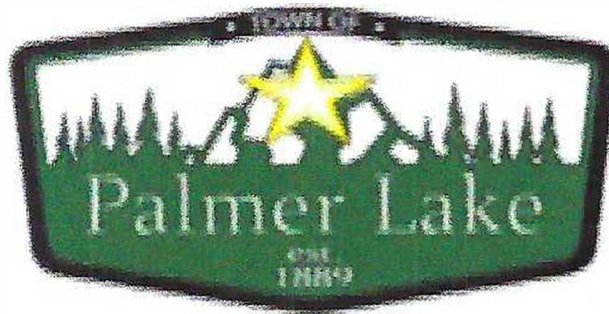
TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND For the One Month Ended January 31, 2022

	<u>2022 Adopted Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 8%)</u>
REVENUE				
State Shared Revenue	\$ 44,406	\$ -	\$ (44,406)	0%
Interest/Miscellaneous income	-	2	2	0%
Total Revenue	<u>\$ 44,406</u>	<u>\$ 2</u>	<u>\$ (44,404)</u>	<u>0%</u>
EXPENDITURES				
Salaries and Benefits	\$ 18,774	\$ 375	\$ 18,399	2%
Administrative	25,630	-	25,630	0%
Total Expenditures	<u>\$ 44,405</u>	<u>\$ 375</u>	<u>\$ 44,029</u>	<u>1%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 1</u>	<u>\$ (373)</u>	<u>\$ (375)</u>	
FUND BALANCE - BEGINNING OF YEAR - estimated		<u>\$ 35,914</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 35,541</u></u>		

GRANTS AND DONATIONS FUND

January 2022



TOWN OF PALMER LAKE
SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN
FUNDS AVAILABLE - BUDGET AND ACTUAL
GRANTS & DONATIONS
For the One Month Ended January 31, 2022

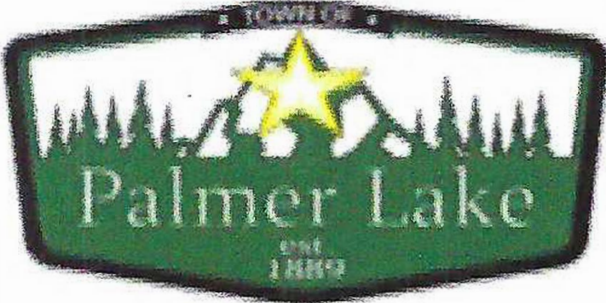
Unaudited

For Information Purposes Only

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
FPPA Matching Funds	\$ 14,000	\$ -	\$ (14,000)	0%
Fire Mitigation Grant	50,000	-	(50,000)	0%
DOLA EIAF Water Sys- PER Grant	15,000	-	(15,000)	0%
CDOT Brdige Rehab	200,000	-	(200,000)	0%
CDOT PL Elementary Road Improvements	176,590	-	(176,590)	0%
American Rescue Plan	376,145	-	(376,145)	0%
Police Donations/ Grants	59,437	-	(59,437)	0%
Parks Donations/ Grants	1,000	-	(1,000)	0%
Total Revenue	<u>\$ 892,172</u>	<u>\$ -</u>	<u>\$ (892,172)</u>	<u>0%</u>
EXPENDITURES				
General Administrative				
Grants Expense- DOLA / GOCO	\$ -	\$ -	\$ -	0%
Total General Administrative Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>
Police Department Expenditures				
Grant Expense	\$ 59,537	\$ -	\$ 59,537	0%
Total Police Department Expenditures	<u>\$ 59,537</u>	<u>\$ -</u>	<u>\$ 59,537</u>	<u>0%</u>
Fire Department Expenditures				
Grants Expense	\$ -	\$ -	\$ -	0%
Total Fire Department Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>
Roads Department Expenditures				
CDOT Brdige Rehab	\$ 200,000	\$ -	\$ 200,000	0%
CDOT PL Elementary Road Improvements	176,590	-	176,590	0%
Grants Expense- Douglas	13,900	-	13,900	0%
Total Roads Department Expenditures	<u>\$ 390,490</u>	<u>\$ -</u>	<u>\$ 390,490</u>	<u>0%</u>
Parks Department Expenditures				
Parks Committee (donations)	\$ 1,000	\$ -	\$ 1,000	0%
Fire Mitigation CUSP	50,000	-	50,000	0%
Grants Expense	-	-	-	0%
Total Parks Department Expenditures	<u>\$ 51,000</u>	<u>\$ -</u>	<u>\$ 51,000</u>	<u>0%</u>
Water Department Expenditures				
American Rescue Plan	\$ 376,145	\$ -	\$ 376,145	0%
DOLA EIAF Water Sys- PER Grant	15,000	-	15,000	0%
Total Water Department Expenditures	<u>\$ 391,145</u>	<u>\$ -</u>	<u>\$ 391,145</u>	<u>0%</u>
Total Expenditures	<u>\$ 892,172</u>	<u>\$ -</u>	<u>\$ 892,172</u>	
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

Check Register

January 2022



Town of Palmer Lake
 VENDOR CHECK REGISTER REPORT
 Payables Management

Item 3.

Ranges: From: To: From: To:
 Check Number First Last Last Check Date 1/1/2022 1/31/2022
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Check Date

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
47742	4RIVERS	4Rivers Equipment	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$121.88
47743	AMCOBI	American Conservation & Billin	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$4.57
47744	AMCOBIT	American Conservation & Billin	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$3,981.25
47745	ANGRYSCQUIRREL	Dan Elders	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$1,500.00
47746	BLACKHILLSENERG	Black Hills Energy	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$1,964.29
47747	CENTURYLINK	Century Link	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$208.56
47748	CITYFINANCEACCT	City Finance Accts Rec	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$5,850.00
47749	CORPANDMAIN	Core & Main	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$5,019.20
47750	COREELECTRICCOO	CORE Electric Association	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$8,904.09
47751	DOSCHJASON	Jason Dosch	1/5/2022	GENERAL CHECKIN	PMCHK0000287	\$22.61
47752	DPCINDUSTRIES,I	DPC Industries, Inc.	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$2,032.96
47753	EMERGENCYNETWOR	Emergency Network Security Sys	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$61.05
47754	EVOQUA	Evoqua Water Technologies LLC	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$5,593.40
47755	MUNICODE	Municipal Code Corporation	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$3,450.00
47756	NAPA-AUTOPARTS	Napa Auto Parts	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$159.99
47757	PIONEER	Pioneer	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$2,306.87
47758	RHINEHARTOIL	Rhinehart Oil Co., LLC	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$1,350.78
47759	HOMEDEPOT	Home Depot Credit Service	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$411.13
47760	TMPARKERCONSTRU	TM Parker Construction	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$64,061.40
47761	XFINITY	Xfinity	1/5/2022	GENERAL CHECKIN	PMCHK0000288	\$104.85
47774	AIRGAS	Airgas USA, LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$328.73
47775	AME-RICAPORTABL	American Portable Services, In	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$174.00
47776	BIGTIRES	Big O Tires	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$319.09
47777	BRWATERCONSULT	Bishop-Brogden Associates, Inc	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$491.75
47778	BROOKSPLUMBINGA	Brooks Plumbing and Heating, I	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$915.50
47779	CENTURYLINK	Century Link	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$209.70
47780	CHAVEZCONSULTIN	Chavez Consulting Inc., LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$261.25
47781	CHURCHHOCHRECREA	Churchich Recreation	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$2,178.00
47782	CIRSA	Cirsa	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$25,009.00
47783	COMCAST	Comcast	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$203.35
47784	COREANDMAIN	Core & Main	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$147.42
47785	COREELECTRICCOO	CORE Electric Association	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$1,017.50
47786	DPCINDUSTRIES,I	DPC Industries, Inc.	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$70.00
47787	ELPASOCOUNTYFIN	El Paso County	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$700.00
47788	EMPLOYERSCOUNC	Employers Council	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$121.00
47790	GALLS	GALLS, LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$192.11
47791	GLENVIRONMENTA	GFL Environmental	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$1,442.14
47792	INTELLICHOICEIN	IntelliChoice, inc.	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$4,813.40
47793	INTERSTATECHEMI	Interstate Chemical Co, Inc.	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$1,622.00
47794	LOVEKEN	Ken Love	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$18.53
47795	KONICAMINOLTA	Konica Minolta	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$6.22
47796	CENTURYLINKLEVE	Level 3 Communications, LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$520.40
47797	MEYER&SAMSINC	Meyer & Sams, Inc. dba GNS, In	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$14,804.87
47798	ORKIN	Orkin	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$157.55
47799	PALMERLAKEELLEM	Palmer Lake Elementary	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$100.00
47800	PALMERLAKESANIT	Palmer Lake Sanitation	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$2,054.78
47801	PIKESPEAKAREACO	Pikes Peak Area Council of Gov	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$1,381.00
47802	PIPESTONEEQUIPM	Pipestone Equipment	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$4,740.00
47803	FORCHELECTRIC	Perch Electric Inc.	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$2,057.72
47804	RHINEHARTOIL	Rhinehart Oil Co., LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$2,337.79
47805	ROCKYMOUNTAINOI	Rocky Mountain Oil Change M	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$76.06
47806	TARGETSOLUTIONS	TargetSolutions Learning, LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$3,760.01
47807	GAZETTE	The Gazette	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$175.51
47808	TOTALOFFICESOLU	Total Office Solutions	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$143.97
47809	VERMEERCOLORADO	Vermeer Colorado	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$953.65
47810	XEROX	Xerox Business Solutions South	1/21/2022	GENERAL CHECKIN	PMCHK0000289	\$55.29
47811	EVOQUA	Evoqua Water Technologies LLC	1/21/2022	GENERAL CHECKIN	PMCHK0000291	\$1,250.00

Total Checks: 57 Total Amount of Checks: \$183,076.22

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

RESOLUTION NO. 13-2022

A RESOLUTION TO APPROVE BOARD OF TRUSTEE APPOINTMENT TO THE PIKES PEAK REGIONAL BUILDING DEPARTMENT (PPRBD) ADVISORY BOARD

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 PPRBD Advisory Board.

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 PPRBD Advisory Board for the Town of Palmer Lake:

One-Year term (ending December 2023) – Mayor Bill Bass

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 24th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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

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

RESOLUTION NO. 14-2022

A RESOLUTION TO APPROVE BOARD OF TRUSTEE APPOINTMENT TO AWAKE THE LAKE (ATL)

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 appointments as set forth in the agreement with Awake the Lake.

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 Awake the Lake for the Town of Palmer Lake:

One-Year term (ending December 2023) – Trustee Nicole Currier

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 24th DAY OF FEBRUARY 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 15-2022

A RESOLUTION TO ADOPT A POLICY FOR EMPLOYEE LEAVE DONATION FOR THE TOWN OF PALMER LAKE

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, Colorado, employees may request or desire to donate benefitted leave to another eligible employee; and

WHEREAS, the Town encourages assistance for particular situations but recognizes that there are guidelines to consider for the protection of employees; and

WHEREAS, the attached Employee Leave Donation Policy is developed to address such guidelines.

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

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 24th DAY OF FEBRUARY 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



PAID LEAVE DONATION POLICY			
ISSUE DATE:	February 2022	REVISION DATE:	

I. PURPOSE

The Town recognizes that employees may encounter unexpected personal emergencies that result in a need for additional time off that is in excess of available paid leave time. This policy is to address those situations when an employee may donate a portion of accrued but unused sick leave time. This policy is strictly voluntary.

II. POLICY

Full-time and part-time employees eligible to accrue sick leave time may donate and/or receive accrued but unused sick leave time in accordance with the following terms.

A recipient of donated time must exhaust all of his/her available leave time and may not be covered by Worker’s Compensation. A recipient may initiate, or request, the donation process in anticipation of exhausting his/her accrued time. In no case may donated leave time cause a recipient to exceed 40 hours of pay (overtime) but may supplement the paycheck of a recipient up to the average of regular scheduled work hours in a typical pay period.

Reasons to Donate

1. Medical Emergency. Paid leave may be donated where the recipient has a major illness, injury or other medical condition that is life threatening and/or requires inpatient, hospice or emergency care for a prolonged period of time.
2. Family Medical Emergency. Paid leave may be donated where the recipient is providing care for an immediate family member including spouse or domestic partner, child (by birth, adoption or foster care; over 18 but unable to care for themselves because of a serious health condition) and parent (biological, foster, adoptive, stepparent, legal guardian, in-law) who has a major illness, injury or other medical condition that is life threatening and/or requires inpatient, hospice or emergency care for a prolonged period of time. A family medical emergency may also include extended time off following the death of an immediate family member.

Donation Guidelines. Donated leave time shall include accrued but unused sick leave only. Employees who donate paid leave time must adhere to the following requirements:

- Donation must be made in one hour increments
- More than one employee may donate to the same recipient
- Employee’s total number of donated hours cannot exceed 160 hours within a calendar year
- Employees ineligible for paid leave time may not receive donated paid leave
- Employees decision to donate may not be revoked

- A recipient may receive a maximum of 240 hours in a calendar year

Process to Donate. Employees who wish to receive accrued time or to donate accrued time to another employee must submit a letter explaining the circumstance and identifying the reason to donate or receive time and submit it to the Town Administrator. Requests to donate are subject to approval from Administration.

Conversion of Donated Hours. Donated hours of leave will be converted to the recipient rate of pay to ensure the dollar value does not negatively impact the fiscal responsibility of the Town.

DRAFT

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 16-2022

A RESOLUTION TO ADOPT A DRUG FREE WORKPLACE POLICY FOR THE TOWN OF PALMER LAKE

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, Colorado, supports a drug free workplace; and

WHEREAS, the attached Drug Free Workplace Policy is developed to address regulations for employees to abide by.

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

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 24th DAY OF FEBRUARY 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



DRUG-FREE WORKPLACE POLICY			
ISSUE DATE:	February 2022	REVISION DATE:	

I. PURPOSE

The Town has concern about the adverse effects of drug or alcohol abuse on an employee’s job performance, health and safety in the workplace. This policy exists to foster a drug-free, healthy and safe work environment for all employees.

II. POLICY

The Town strictly prohibits the manufacture, distribution, use or possession on Town premises of alcoholic beverages of any kind and drugs, other than those prescribed by a physician or obtained from a legal over-the-counter source. Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently.

The Town conditions every offer of Town employment on the successful passing of a blood or urine test for the current presence of illegal drugs. The Town will not hire any applicant who fails to take and/or pass this test.

No employee is permitted to report for duty during regular working hours or while representing the Town while impaired by or under the influence of alcohol or illegal drugs. The Town reserves the right to require, as a condition of continued employment, that an employee submit to drug and/or alcohol testing whenever the Town has reasonable suspicion that an employee is under the influence of illegal drugs or alcohol during working hours or while representing the Town.

If the Town is not able to refer an employee for immediate drug or alcohol testing, the Town reserves the right to discipline an employee in its sole discretion, when there is a reasonable suspicion that an employee has reported to work while impaired or under the influence of illegal drugs or alcohol, or has evidence that the employee has taken alcohol or drugs while on duty, or within a period of time prior to reporting for duty, that results in the conclusion that the employee was under the influence upon reporting for duty. Any violation of this guideline will subject an employee to discipline, up to and including termination.

Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:

- a. Information or recent drug use provided by a reliable and credible source;

- b. Direct observation of drug or alcohol use, drug purchase, or sale;
- c. Presence of a physical symptom of drug or alcohol use (such as glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- d. Violent behavior;
- e. Possession of alcohol or drugs;
- f. Excessive absenteeism.

The Town may require drug testing of employees engaged in safety or security sensitive functions. Tests shall be conducted in accordance with legal requirements.

III. REPORTING CONVICTIONS

Any employee who is convicted or pleads no contest under any criminal drug statute regarding a violation occurring on the job or in the workplace shall notify the Town Administrator of the conviction or plea within five days. A conviction includes a finding of guilty, a plea of nolo contendere, and/or the imposition of a sentence by any judicial body responsible for determining violations of federal or state criminal drug statutes. Failure to notify the Town may result in termination of employment.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 17-2022

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COAST PROFESSIONAL, INC., FOR DEBT COLLECTION OF ACCOUNTS FOR THE TOWN OF 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 desires to partner with a collection agency for delinquent accounts or monies past due to the Town beyond sixty (60) days; and

WHEREAS, the collection agency shall receive a commission of eighteen percent (18%) on all amounts collected.

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

- 1. The Town Board of Trustees hereby authorizes signature to the enclosed Agreement with Coastal Professional Inc., acting agency for debt collection for the Town of Palmer Lake.
- 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 24th DAY OF FEBRUARY 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

AGREEMENT

This Agreement is made this ___ day of _____, 2022, by and between Coast Professional, Inc., (hereinafter referred to as "Agency"), with its principal place of business located at 4273 Volunteer Road, Geneseo, NY 14454 and the Town of Palmer Lake, 42 Valley Crescent, Palmer Lake, CO 80133 (hereinafter referred to as "Client"), hereinafter collectively or individually referred to as "Parties" or "Party".

It is mutually agreed, understood, and promised as follows:

SERVICES TO BE PERFORMED

1. Agency will use its commercially reasonable best efforts to effect collections of accounts assigned to it by Client. Agency shall not under any circumstances use any collection practices that would constitute a violation of applicable law, including prohibited threats, intimidation, or harassment of a borrower in the collection of accounts, shall comply in all material respects with all applicable provisions of the Fair Debt Collection Practices Act (FDCPA) or the Colorado Fair Debt Collection Practices Act (CFDCPA) and shall not violate in any material respect any Federal Trade Commission or other applicable state and federal statutes, laws, rules, ordinances, regulations and guidelines. Agency has not, does not and will not represent, warrant, or guarantee the collections or timing of any collections of any accounts assigned to it under this Agreement. The services shall be performed on a best-efforts basis.
2. Upon the effective date of any amendment to any of the applicable consumer financial laws and regulations, this Agreement shall automatically amend so that the obligations imposed on the parties hereto remain in compliance with such laws and regulations.

AGENCY RIGHTS AND RESPONSIBILITIES

3. Agency, for the purpose of recovering Client's accounts, will comply at all times with all applicable "Red Flag" regulations and requirements. This includes information that may be shared and required to perform credit bureau checks, address searches and proper billing and collection of payments. A copy of Agency "Red Flag" policies shall be provided to Client upon request.
4. All funds collected by Agency on behalf of Client in payment of assigned accounts shall be deposited into Agency's trust account. Client authorizes Agency to endorse negotiable instruments made payable to Client for purposes of depositing funds in said account. Any interest earned on such funds shall be retained by Agency.
5. Agency will remit to Client an amount equal to (i) the gross amount received by Agency during such period with respect to all accounts less (ii) fees and expenses due to Agency pursuant to this Agreement by the tenth (10th) day following the end of the period in which such amounts were received, unless special circumstances require a more immediate remittance of amounts collected during the preceding month. Under no circumstances shall the fees and expenses exceed eighteen percent (18%) of the amount(s) collected. Simultaneously with each remittance, Agency will submit to Client a summary detailing the calculation of such remitted amount for the statement period. Client will examine each such summary and must raise any objections to Agency's accounting and remittance within thirty (30) days after the receipt of such summary by delivering to Agency by email to cs@coastprofessional.com a written detailed explanation, and related support, of such objection. Client's failure to deliver to Agency any such objection and detailed explanation within the thirty (30) day period will be deemed a full and final acceptance by Client of Agency's summary and remittance for that month. Agency will make any adjustments it

determines appropriate in the next scheduled summary and remittance. Any undisputed amount payable under this Agreement and not paid within thirty days (30) days will be delinquent and will bear interest at the lesser of one and one-half percent (1.50%) per month or the maximum monthly rate allowed by applicable law.

6. Agency shall return to Client, without charge, any account assigned in error and may return to Client, without charge, any account which does not comply with the terms of this Agreement.

CLIENT RIGHTS AND RESPONSIBILITIES

7. Client may, at its sole discretion, periodically assign accounts to Agency for collection. Client represents and warrants to the best of its knowledge (i) that the account balances will reflect true and just indebtedness, (ii) that Client obeyed all laws and regulations relating to or affecting the accounts assigned, (iii) that the account balances are not barred by any statute of limitations, (iv) that the persons obligated on the assigned accounts are not represented by an attorney or protected by any bankruptcy proceeding unless clearly noted otherwise at time of assignment, (v) that the accounts or related rights to collect are not at the time of assignment assigned to another collection agency, attorney or other person, (vi) that no account is the subject of existing or threatened litigation, a regulatory complaint, or is otherwise disputed, and (vii) that Client is fully authorized and has obtained all necessary approvals for the assignment of the account(s) and interest(s) therein to Agency.
8. The assignment of an account pursuant to this Agreement shall be an assignment of all rights and interests of the Client relating to that account, including all contractual and statutory rights. For all accounts assigned, Client agrees and acknowledges that Agency may enforce all legal rights of Client for the assigned account, including recovery of all principal, interest, fees, penalties, and other amounts for damages owed or to be owed by the person(s) for any assigned account, subject to Agency's duties and obligations to Client pursuant to this Agreement.
9. Client may at its sole discretion, cancel and recall accounts by providing written notice to Agency. Upon cancelling or recalling an account, Client will remit to Agency all commissions and fees due for payments that resulted directly as a result of Agency's effort pursuant to this Agreement. Agency will provide an accounting pursuant to Section 5, above.
10. Client acknowledges that in connection with the collection of delinquent consumer debts, the FDCPA requires that Agency provide the consumer with verification of the underlying obligation if that request is made to Agency, in writing, by the consumer within thirty (30) days of Agency's initial communication with the consumer if Agency is to continue with collection efforts. The law prohibits Agency from collecting on any obligation once a timely verification request is made to Agency from the consumer, until such time as said verification has been mailed by Agency to the consumer. Client agrees to promptly provide such verification to Agency upon request. Client acknowledges that in any situation in which it does not promptly provide Agency with the requested verification, Agency can no longer legally attempt to collect the account. In such case, Client acknowledges that the Agency will return the account to Client.

FEES FOR SERVICES

11. Agency shall be entitled to, and Client shall pay to Agency, a commission of 18% (eighteen percent) on all amounts collected on accounts that have been placed with agency. This amount will cover any and all fees and expenses incurred by Agency in collection of the account(s).

The amounts provided for in this Section 11 shall be the sole consideration paid to Agency for the collection of accounts. Collections made by Agency and remitted to Client by Agency on which a check is returned by the bank unpaid shall be reported on a subsequent remittance advice as

minus payment and collection fee. Agency will, at the request of Client, hold funds paid by check for 14 days to ensure sufficient funds before remitting to Client.

These fees will remain in force during the term of this Agreement unless a change in legislation, Client's business, postage rates or other market conditions occur which Agency, in its sole discretion, determines warrants a fee change.

BOOKS AND RECORDS

12. Each party shall maintain true and correct records as they pertain to said accounts which are subject to this Agreement. Client is obligated to maintain its original documents and will not forward said originals to Agency. Each party, upon request and with reasonable notice, shall have the right to audit sufficiently to verify the accounting of all funds and the accuracy and appropriateness of all charges.

NON-COMMISSIONABLE ADJUSTMENTS

13. Agency shall not be entitled to a commission for Federal or State tax offset funds, non-delinquent portions not placed with Agency, adjustments to correct amounts due, service-related cancellations, or deferments/forbearances on any accounts.

LEGAL ACTION

14. Agency shall not initiate legal action for the collection, nor accept settlement, of an account without prior written authorization of the Client. Legal action will be brought in the Client's name where applicable. Authorization by Client for legal action will be on a claim-by-claim basis. Upon prior written notice, Client must agree to advance all court costs associated with the filing of legal action on an account placed and agree it will be reimbursed for such costs if recovered from the debtor prior to the filing of legal action.

DIRECT PAYMENT NOTIFICATION

15. Client shall notify Agency of all payments made directly to Client on all assigned accounts at time of receipt of payment. Client understands and agrees that full commissions are due and payable to Agency on such direct payments once the account has been assigned to Agency unless the account has been cancelled or recalled by Client prior to receiving such direct payment, in which case the terms of Section 9 of this Agreement shall apply. Client further agrees to indemnify Agency as outlined below for all losses caused by Client not reporting any such direct payments.

INDEMNIFICATION

16. The indemnities provided for herein shall survive the termination of this Agreement.

To the maximum extent permitted by law, Client shall indemnify, hold harmless and provide a defense to Agency and all of Agency's respective parent, subsidiary and affiliated corporations and entities, past, present and future, and each of them, as well as their respective partners, directors, officers, collectors, servants, employees and attorneys, and each of them, from and against any and all claims, demands, losses, liabilities, causes of actions and damages, including reasonable attorney fees and costs, which result from,, arise in connection with, or relate to (i) the breach of any representations, warranties, agreements or covenants of Client in this Agreement or (ii) the creation and ownership of the accounts, (iii) the collection efforts of Client and its agents other than the Agency, or (iv) the negligent or improper conduct or omissions of Client, its parent, subsidiaries or affiliated corporations or entities, past, present or future, or any of them, or any of their respective partners, directors, officers, collectors, servants, employees or attorneys.

Agency shall indemnify, hold harmless and provide a defense to Client and all of Client's parent, subsidiary and affiliated corporations and entities, past, present and future, and each of them, as well as their respective partners, directors, officers, collectors, servants, employees, elected officials, and attorneys, and each of them, from and against any and all claims, demands, losses, liabilities, causes of actions and damages, including reasonable attorney fees and costs, which result from, arise in connection with, or relate to (i) the breach of any representations, warranties, agreements or covenants of Agency in this Agreement or (ii) the negligent or improper conduct or omissions of Agency or any of Agency's parent, subsidiary or affiliated corporations or entities, past, present or future, or any of them, or any of their respective partners, directors, officers, collectors, servants, employees or attorneys.

TERM OF AGREEMENT

- 17. The initial term of this Agreement will be twelve (12) months ("Initial Term") commencing the date this Agreement is executed by Client ("the Effective Date"). This Agreement will automatically renew for additional one-year terms. After the Initial Term, this Agreement may be terminated by either party upon sixty (60) days prior written notice to the other. Either Party may terminate this Agreement immediately if the other Party breaches any term or condition of this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice from the non-breaching Party. Termination notices shall be sent by certified or registered mail and shall be deemed to have been given upon delivery and addressed as set forth below:

To CLIENT:

Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133
Attn: Dawn Collins, Town Administrator/Clerk
Email: dawn@palmer-lake.org

To AGENCY:

Coast Professional, Inc.
214 Expo Circle, Suite 7
West Monroe, LA 71292
Email: contracts@coastprofessional.com

- 18. All assignments by any of the media forms subsequent to the date of this Agreement shall be governed by this Agreement.

CONFIDENTIALITY

- 19. Subject to the Colorado Open Records Act, the Parties agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the provisions of Section 11 relating to compensation. Subject to the Colorado Open Records Act, the Parties further agree to maintain the confidentiality of any confidential information and/or trade secrets that they learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties.

The Agency agrees to use information about the Person(s) owing monies on an assigned account only as necessary for the Agency to perform its duties pursuant to the terms of this Agreement. The obligations of the parties detailed in this section of this Agreement shall continue in full force and effect after termination of this Agreement for any reason.

Client acknowledges that the systems and procedures employed by Agency in providing the services are confidential and the sole property of Agency. Client agrees not to disclose to any person or entity other than Agency any information it receives concerning the systems and procedures, Agency's business practices or other secrets or confidential information of Agency. Agency agrees not to disclose to any person or entity not affiliated with Agency any information about Client or other confidential information regarding Client's accounts, except as required to provide the services under this Agreement or as otherwise legally required. Subject to the Colorado Open Records Act or as otherwise legally required, without Agency's prior written

consent, Client will not in any manner or form disclose, provide or otherwise make available to any third parties, in whole or in part, this Agreement or any term hereof. All confidential information that Agency receives from Client shall be returned to Client upon request or upon termination of this Agreement unless such return would be inconsistent with applicable law. It is understood by Agency and Client that information in an intangible or electronic format cannot be removed, erased or otherwise deleted from archival systems (also known as “computer or system back-ups”) but that such information will continue to be protected under the confidentiality requirements contained herein. Notwithstanding anything to the contrary contained in this Agreement, Agency may retain an archival copy of any document for its permanent records to the extent required by applicable law or regulation.

DAMAGES

20. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance..

SEVERABILITY

21. In the event any provision of the contract should be held by any court to be overbroad or unenforceable, all other provisions shall remain in full force and effect as fully as if the unenforceable provision was not included herein.

GOVERNING LAW

22. This agreement shall be governed by the laws of the State of Colorado without giving effect to conflicts of law principles. The parties agree that any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in the courts of the State of Colorado, El Paso County, or in the United States District Court of Colorado, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the jurisdiction and venue of said courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. All costs and expenses, including reasonable attorney fees, incurred by the prevailing Party in order to remedy any breach of this Agreement by the non-prevailing Party will be borne by the non-prevailing Party.

EQUAL OPPORTUNITY CLAUSE

23. **Coast Professional, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

MISCELLANEOUS

- 24. Each party warrants to the other party that the person executing this contract is duly authorized to do so.
- 26. Headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 27. This Agreement has been negotiated and prepared by the Parties and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
- 28. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges or defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ACCEPTED AND AGREED:

Coast Professional, Inc.

Town of Palmer Lake

Authorized Signature

Authorized Signature

Jonathan Prince
Printed Name

Printed Name

Chief Executive Officer
Title

Title

Date

Date

Authorized Signature

Michael Del Valle
Printed Name

Chief Compliance Officer / General Counsel
Title

Date

PALMER LAKE, COLORADO

ORDINANCE NO. 05-2022

AN ORDINANCE AMENDING SUBSECTION 10.04.030(B) OF SECTION 10.04.030 OF CHAPTER 10.04 OF THE PALMER LAKE MUNICIPAL CODE RELATING TO THE ADDITIONS AND MODIFICATIONS OF THE MODEL TRAFFIC CODE, CREATING A NO PARKING ZONE AND SPECIFICALLY PROHIBITING PARKING ON EITHER SIDE OF WALNUT AVENUE AND LOVERS LANE

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

WHEREAS, the Town had previously adopted the Model Traffic Code with certain additions or modifications, contained in Section 10.04.040; and,

WHEREAS, in an effort to preserve the health, safety and welfare of the Citizens of Palmer Lake, the Board desires to prohibit parking on either side of Walnut Avenue and Lovers Lane.

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

1. Subsection 10.04.030(B) of Section 10.04.030 of Chapter 10.04 of Title 10 of the Palmer Lake Municipal Code shall be amended by adding the underlined language and striking the strikethrough language, as indicated below, with such subsection 10.04.030(B) to read in its entirety as follows:

10.04.030(B).

B. Section 1203 is amended by the addition of the following to read as follows:

1203: Parking not to obstruct traffic or maintenance. No person shall park any vehicle upon any street or highway in such a manner ofr under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance or snow removal.

No person shall park a vehicle at any time on any portion of Walnut Avenue or Lovers Lane. A “No Parking Zone” is hereby created on both sides of the street and will be designated by signs indicating “No Parking” at the entrance and exit of each street. Such signage will have an enforcement zone equal to the length of the street and will constitute notice to all persons of said “No Parking Zone”.

2. All other portions of Section 10.04.030 of Chapter 10.04 of Title 10 of the Palmer Lake Municipal Code remain unchanged and in full force and effect.

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

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

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 24TH DAY OF FEBRUARY, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins, Town Administrator/Clerk

BY: _____
Bill Bass, Mayor