



## **BOARD OF TRUSTEES MEETING**

**Thursday, May 08, 2025**

**Executive Session to possibly follow Workshop at 5 PM**

**Regular Meeting at 6:00 PM**

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

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

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### **AGENDA**

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

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

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

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

*Thank you for your cooperation.*

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#### **Call to Order & Roll Call**

**Convene to Executive Session** - For the purpose of:

A) 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) and conferences with the town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) – review of property lease amendment for Eco Spa at Elephant Rock property; and

B) 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) and conferences with the town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) – input on possible annexation agreement for proposed Buc-ee's development.

**Reconvene to Open Session about 5:45 pm to open doors for regular meeting at 6 pm**

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**Roll Call****Invocation by Trustee Dennis Stern****Pledge of Allegiance**

**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 April 24, 2025 Meeting
- [2.](#) Checks over \$15,000 - Meyer & Sams Inc dba GMS (\$20,890.10) for engineering services

**Staff/Department Reports**

- [3.](#) Water
- [4.](#) Public Works including Roads & Park Maintenance
- [5.](#) Police
- [6.](#) Fire
- [7.](#) Administration
8. Attorney
9. 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 and members will discuss the item, take action or continue the hearing to a particular date.*

- [10.](#) Application for Resubdivision Master Plan for Lakeview Heights -- Applicant requested to continue hearing for 90 days (August 14)

**Business Items**

- [11.](#) Resolution 40-2025 to Approve Agreement with Palmer Lake Pickleball Club
- [12.](#) Resolution 41-2025 to Approve Amended Option to Purchase with EcoSpa LLC
- [13.](#) Resolution 42-2025 to Authorize Professional Service Agreement with CMI to Complete Land Use Code Rewrite
- [14.](#) Direction for Single Hauler Trash Collection Service
- [15.](#) Review Draft and Direction for Request for Proposal (RFP) for Elephant Rock, Main Building
- [16.](#) Update - Promotion of Community Clean Up - May 17

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

**Board Reports**

**Next Meeting (May 22) and Future Items**

**Convene to Executive Session for unfinished discussion above**

**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, April 24, 2025 at 6:00 PM

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

### MINUTES

**Call to Order & Roll Call.** Mayor Havenar called the meeting to order about 5:10 pm. Present: Mayor Glant Havenar; Trustees Atis Jurka, Shana Ball, Kevin Dreher, Amy Hutson, Dennis Stern. Excused: Trustee Tim Caves.

**Convene to Executive Session.** MOTION (Stern, Dreher) to convene to executive session. Roll call vote – aye 6; nay 0. Motion passed. For the purpose of:

A) 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) and conferences with the town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) – review of possible property lease amendments for Eco Spa at Elephant Rock property; and

B) 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) and conferences with the town attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) – input for possible annexation agreement for proposed Buc-ee's development.

**Reconvene to Open Session at 5:49 pm.** Mayor announced a brief recess to open doors for the regular meeting.

Mayor Havenar returned the meeting to order at 6 pm.

**Roll Call.** Present: Mayor Glant Havenar; Trustees Atis Jurka, Shana Ball, Kevin Dreher, Amy Hutson, Dennis Stern. Excused: Trustee Tim Caves.

**Invocation by Mayor Havenar**

**Pledge of Allegiance led by Trustee Ball**

**Presentations**

1. Initial Review of Pikes Peak Rural Transportation Authority (PPRTA). Mr. Rick Sonnenburg, Program Manager, reviewed the PPRTA program, explaining that membership is determined by the voters for a one cent sales tax for transportation improvement. Mr. Sonnenburg reviewed various completed projects in the area and the current municipal members. Trustee Stern inquired how funds are allocated, and Mr. Sonnenburg explained the steps for capital projects and funds allocated by population.

**Consent Agenda.** MOTION (Hutson, Ball) to approve the consent agenda including items 2) Minutes from April 10, 2025 Meeting; 3) Checks over \$15,000 - Meyer & Sam's dba GMS (\$26,667.99) for general engineering; 4) Financials (March). Roll call vote – aye 6; nay 0. Motion passed.

**Staff/Department Reports**

5. Police – Lt Lundy informed members that the command vehicle is on order and the Blood Drive this week was the best participation yet.

6. Fire – Chief Vincent stated the pancake breakfast and egg hunt was a great success. He also mentioned that the OEM (Office of Emergency Management) meetings are going well.

7. Attorney – Attorney Krob reported that the fiscal and water reports are completed and anticipated to be distributed and posted for review before the weekend. He suggested a Board workshop on 5/1 for presentations by the consultants and a time for questions. Discussion ensued about a date for most members to attend. It was agreed on Monday, May 5 at 10 am, contingent on the availability of the consultants.

8. Administrator/Clerk – Collins reported that the Water ORC (Operator in Responsible Charge) position is filled. She provided an update on various projects, requesting that a couple of the budgeted water capital projects pend to cover the cost of the necessary water tank repair estimated to be about \$250,000. Collins informed members that the Public Works purchase of the budgeted dump trailer is under budget. She reported upcoming events and inquired about rescheduling the 6/26 meeting with several officials attending the annual CML (Colorado Municipal League) conference. It was agreed to cancel the regular 6/26 meeting and reschedule the meeting, if needed, to Monday, June 30. Collins informed members of a ribbon cutting on May 7 at 10:30a for the bridge completed by the AFA Cadets.

### Public Hearing

9. Application for Minor Resubdivision/Replat of Largo Terrace, Poco Ave -- Applicant has requested the hearing be continued until June 26 (Planning Commission moved to continue to June 18). MOTION (Ball, Dreher) to continue the hearing to the June date, and it was amended to the rescheduled meeting date of June 30. Roll call vote – aye 6; nay 0. Motion passed.

### Business Items

10. Resolution 36-2025 to Approve Citizen Appointment to Parks and Trails Commission. Mayor Havenar explained that the applicant withdrew her application. No action.

11. Resolution 37-2025 to Extend a Temporary Conditional Use Permit, 773 S Hwy 105 (Diacut). Mr. Bruno Furrer and Loren Burlage approached the Board members, requesting extending the temporary conditional use permit for Hayco operations. He stated that Mr. Burlage reinforced the fence posts for additional screening at the front. Mr. Burlage explained the wholesale business with outdoor storage to an inquiry from Trustee Hutson about sales tax. She stated outdoor storage is allowed in the industrial zone district. Trustee Stern asked if another property was being sought. Discussion took place about a permanent location and the discussion of the Planning Commission not wanting this business to be permanent in the commercial zone along Hwy 105. MOTION (Stern, Ball) to approve Resolution 37-2025 to extend the temporary conditional use permit as presented. Roll call vote – aye 3; nay 3 (Dreher, Hutson, Havenar). Motion failed. Discussion ensued about alternatives and how to remedy this with discussion of this not being the place for this use. Mr. Furrer asked why officials had resistance to the extension. Discussion took place about a building that would enclose the storage. It was noted that Diacut does not want to sell the property. Mr. Charlie Ihlenfeld reviewed the Commission's discussion about not wanting this to be permanent use as it is. Attorney Krob explained that the determined uses are guided by the Community Master Plan. He stated it has been allowed by the conditional use in the commercial zone, and if there is no further extension of the conditional use, the use must cease by the May 31 expiration of the current conditional use permit. It was discussed to provide one year of notice. MOTION (Ball, Jurka) to approve an amended resolution to cease on or before June 1, 2026. Roll call vote – aye 6; nay 0. Motion passed.

12. Resolution 38-2025 to Approve Additional Fees to Town Master Fee Schedule. Collins explained the recommended fees for the pickleball courts and requested staff have the latitude to adjust the reservable block times as needed. Mr. John Tool explained the research he conducted on the fees noting it is on the low end of the average. He suggested reducing the amount of reservable block times. Discussion ensued about an agreement being drafted with a new Palmer Lake pickleball club and use of the courts. MOTION (Ball, Hutson) to approve the additional fees as presented. Roll call vote – aye 6; nay 0. Motion passed.

13. Discussion/Direction of Single Hauler Trash Collection Service. Trustee Stern inquired whether Waste Connections provided a rate for less than 100% participation. Collins responded that the question would need to be asked and asked if any additional information is needed. Mr. Roger Moseley inquired about slash pick up.

Mayor Havenar inquired whether Mr. Moseley would change services for the proposed service and rate. Staff will check with Waste Connections and bring this item back to the next meeting.

14. Discussion of Criteria for Elephant Rock Main Lodge/Area to Create RFP. Trustee Hutson explained the area for the main lodge proposed in the Planned Development (PD) narrative that she and Trustee Caves are drafting. She suggested that an RFP (Request for Proposal) is issued for 3-4 months up to one year for the purchase of 3+ acres around the main building. She suggested restrictions on no residential use, no wedding venue, no additional buildings constructed, with the property sold as is, with common/shared space, and proposals should include financial cost/improvement and revenue, if any. Members agreed that a draft RFP be brought back for review.

15. Direction to Complete Land Use Code Critical Issues Project (Funding). Administrator Collins explained the request to use town funds up to \$30,000 to complete the land use code project. She informed the members about the DOLA deadline of 8/31 to have the project completed to be reimbursed in full, and she reviewed the articles left to complete while grant funds are exhausted. She explained that the work must be completed differently than the initial half. She referenced expenditures that were budgeted that will not likely take place, due to other priorities, to cover the cost. Mr. Roger Moseley informed the Board that he volunteered to review articles 1, 2 and 3 to get them in shape with Commissioner Beeson. Discussion took place about various issues. Board members agreed to get the project completed by the deadline and utilize town funds not to exceed \$30,000. Collins will bring back a service agreement.

16. Direction for Continued Discussion About PPRTA. It was recommended to hold a workshop for further review of the PPRTA program and steps for membership and it was suggested waiting until July/August.

**Public Comment.** Ms. Marne Kendrick asked about the church plans to build on Ben Lomand. Mayor Havenar informed her that the church parcels were disconnected from the town to El Paso County. She further inquired about a pasture, which is within Douglas County jurisdiction. Ms. Laura McGuire remarked about the recall activity, referring to the allegations made about the officials. She asked Attorney Krob if there has been any misconduct by the members. Attorney Krob stated that he is unaware of any misconduct and informed her that the allegations filed by Integrity Matters were responded with a motion to dismiss. Mr. Roger Moseley provided a handout and inquired about a suspicious \$43,000 charge on the GMS invoice for the PLES roadway project. He further asked that posting the reports is not put off for public viewing.

**Board Reports.** Trustee Jurka stated that he and Trustee Ball will meet with small business development about programs available and that he contacted former official Ms. Sam Padgett, who continues to serve on the El Paso County Community Development advisory board, and she will share information with him. Trustee Ball stated the town does not qualify for block grants. She will continue seeking grant options. Trustee Hutson reported the Arts Council comedy night was a great success. Trustee Stern attended the PPRBD advisory meeting and the Parks Commission workshop which entailed a lot of discussion about pickleball court use and fees. Mayor Havenar mentioned that the AFA Cadets completed the second bridge. She stated the easter egg hunt was a great success with nearly 400 kids. Mayor Havenar expressed her concern about learning the large percentage of teenage suicide from bullying on social media at the Board of Health meeting she attended, and she suggested that we all do better being a good example.

**Next Meeting (May 8) and Future Items.** Monday, May 5, 10a workshop was also noted.

**Recess to Convene to Executive Session at 8:20 pm to complete discussion noted above.**

**Reconvene to Open Session at 9:05 pm.**

**Adjourn.** MOTION (Dreher, Ball) to adjourn at 9:06 pm. Motion passed.

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

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

April 30, 2025  
Invoice No: 61

Project 17071 Town of Palmer Lake-General Engineering

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

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Phase .000 General

Research and review email records and review communications regarding the proposed annexation for the Buc-ee's development as requested by Town staff for CORA request; review preliminary development plans for the Town's Elephant Rock property to prepare for and attend a meeting with Town staff to discuss the development process and requirements the Town must follow to develop this property in accordance with applicable codes and regulations.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Professional Engineer	3.10	\$206.00	\$638.60	
	<u>3.10</u>		<u>\$638.60</u>	
<b>Total Labor</b>				<b>\$638.60</b>
			<b>Total This Phase</b>	<b>\$638.60</b>

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Phase .200 Mapping

Collaborate with El Paso County GIS representatives to provide Town GIS data for incorporation of the Town's zoning information into the County's GIS system for the 2026 Enterprise Zone redesignation.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Professional Engineer	.40	\$206.00	\$82.40	
	<u>.40</u>		<u>\$82.40</u>	
<b>Total Labor</b>				<b>\$82.40</b>
			<b>Total This Phase</b>	<b>\$82.40</b>

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Phase .502 Lakeview Heights

Prepare for and attend a meeting with staff and the developer's team to review updated documents and materials, including access options for residents and emergency services, emergency evacuation plans, traffic impact study additional findings on emergency evacuation plans, and legal opinions on access requirements. Draft comments, finalize the memorandum, and distribute to Town and developer representatives.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	4.20	\$206.00	\$865.20	
	4.20		\$865.20	
<b>Total Labor</b>				<b>\$865.20</b>

**In-House Charges**

Reproduction			\$2.60	
			\$2.60	
<b>Total In-House Charges</b>				<b>\$2.60</b>

REIMB  
10-21-5109-041 **Total This Phase** **\$867.80**

Phase .521 0 Brook Street Development

Review potential addition of parcels to the overall project, including impacts on serviceability and access.; prepare for and attend meeting with staff to discuss a proposed multifamily development, zoning requirements, and the potential use of a previous PUD to support the proposal.

**Professional Services**

	Hours	Rate	Amount	
Senior Professional Engineer	1.70	\$206.00	\$350.20	
	1.70		\$350.20	
<b>Total Labor</b>				<b>\$350.20</b>

**In-House Charges**

Reproduction			\$4.60	
			\$4.60	
<b>Total In-House Charges</b>				<b>\$4.60</b>

**Total This Phase** **\$354.80**

Phase .522 Red Rock Acres Development

Review preliminary annexation documents and development materials related to the potential annexation of property into the Town.; prepare for and attend a meeting with staff and the developer's representatives to discuss the annexation proposal; review revised annexation documents and provide comments on the annexation package.

**Professional Services**

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

10-21-5109-043 REIMB

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Total This Phase      \$370.80

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Total this Invoice      \$2,314.40

10-21-5109 = 1075.80  
10-21-5109-041 = 867.80  
10-21-5109-043 = 370.80

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

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

April 30, 2025  
Invoice No: 4

Project 2024-079 Town of Palmer Lake - Consultations Re: Buc-ee's Development

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

Phase .100 Water System Extension - Preliminary Engineering Report

Continue preparation of preliminary engineering reports (PER); coordinate with Town staff on the PER and discuss potential revisions and annexation considerations; review and revise the PER, including detailed analysis of system improvements, capacity, and projected future needs; attend meetings with Town staff to discuss water infrastructure, access, and planning requirements; prepare and update exhibits and figures for PER, including updates based on staff input; draft and format summary tables and cost estimates.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Professional Engineer	47.10	\$206.00	\$9,702.60
Staff Engineer	14.90	\$147.00	\$2,190.30
Design Technician 1	1.00	\$125.00	\$125.00
Administrative Support	16.70	\$86.00	\$1,436.20
	79.70		\$13,454.10

**Total Labor** **\$13,454.10**

**Reimbursable Expenses**

Mileage	\$30.80
	<b>\$30.80</b>

**Total Reimbursables** **\$30.80**

**In-House Charges**

Reproduction	\$30.40
	<b>\$30.40</b>

**Total In-House Charges** **\$30.40**

**Total This Phase** **\$13,515.30**

Phase .600 Development Reviews

Review draft annexation documents and zoning proposals in coordination with development review team; review and provide comment on Buc-ees's proposed annexation documents; review fiscal impact analysis and coordinate with the Town attorney regarding legal feedback; review and compile comments on the draft fiscal impact analysis report prepared by EPS.

**Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Professional Engineer	<u>13.40</u>	\$206.00	<u>\$2,760.40</u>
	13.40		\$2,760.40
<b>Total Labor</b>			<b>\$2,760.40</b>
		<b>Total This Phase</b>	<b>\$2,760.40</b>

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**Total this Invoice \$16,275.70**

10-21-5109-040  
REIMB

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

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

April 30, 2025  
Invoice No: 11

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

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

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Phase .401 Lump Sum Design

Revise curb, gutter, and parking layouts; prepare updated exhibits reflecting CDOT recommendations on parking arrangements to replace standard diagonal parking with parallel parking configurations; prepare for and participate in a workshop with Planning Commission members and property owners to review revised design options and parking configurations; conduct research on back-in diagonal parking, including recent Manitou Springs construction and case studies from other Colorado communities.

Phase Fee	\$218,000.00	
Fee Previously Billed	\$76,850.00	
Fee Currently Due	\$2,300.00	
Fee to be Billed	\$138,850.00	
<b>Total This Phase</b>		<b>\$2,300.00</b>

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**Total this Invoice      \$2,300.00**

10-10-4051

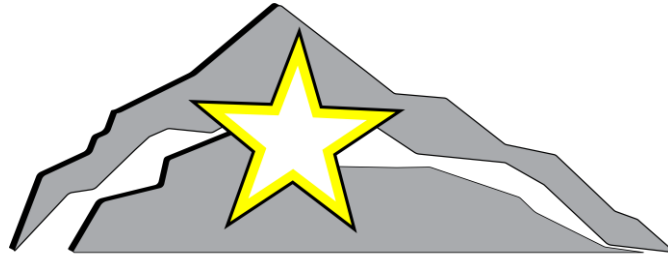
**Town of Palmer Lake Monthly Water Usage**

**Month  
Year      April  
                 2025**

	<b>Gallons</b>	<b>Acre Ft</b>
<b>Surface Water</b>	<b>1,927,000</b>	<b>5.91</b>
<b>Well A2</b>	<b>0</b>	<b>0</b>
<b>Well D2</b>	<b>1,642,000</b>	<b>5.04</b>
<b>Total</b>	<b>3,569,000</b>	<b>10.95</b>
<b>Avg. Gal/Day</b>	<b>119,000</b>	<b>0.37</b>

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

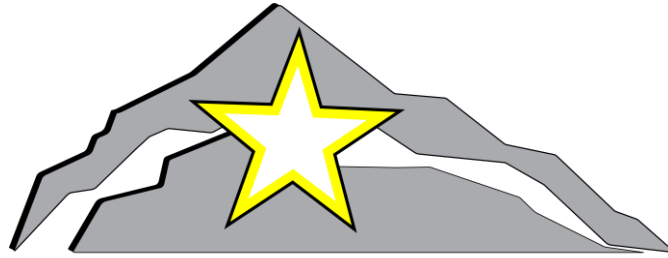
**Total      8.4 AF**



# Town of Palmer Lake

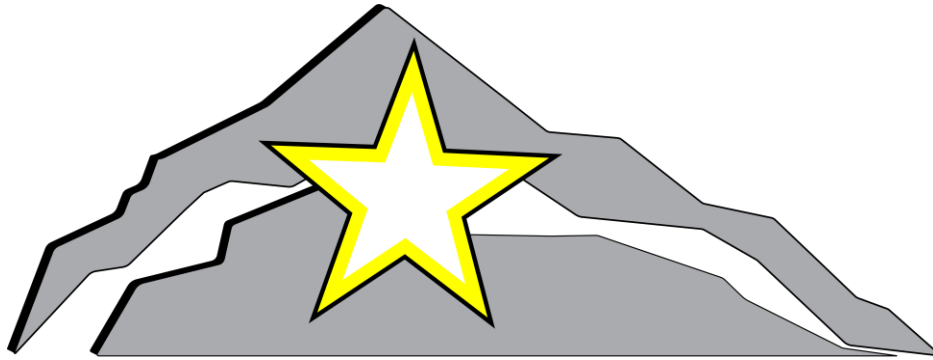
## *Board of Trustees Summary Sheet*

	<b>April 2025</b>
<b>Title</b>	<b>Public Works Monthly Report</b>
<b>Date</b>	May 8, 2025
<b>Contact</b>	Stacy DeLozier
<b>Summary</b>	<p>Grade and mag roads.  Dust control as needed.  Cut drainage ditches on roads around PL town limits.  Cold Patch Asphalt Potholes throughout Town.  Clean out various roadway culverts.  Cut tree limbs/ brush from roadways and parks.  Old dirt bike track is leveled out for PLFD community burn drop site.  Replace and repair applicable road signs.  Perform routine maintenance on all equipment.  Empty trash cans at Lake area, parks, pickleball court and trailhead daily.  Fix and maintain split rail fences around lake and town.  Maintain Trailhead parking Kiosk daily, added 3 new Park signs.  Gave a mini class to PD on Trailhead Kiosk machine.  West side restroom still being worked on, not open yet.  Coordinate placement of Port A Potty's around town and move as needed for Parks - new service provider is Thrifty Thrones.  Spring cleaning and maintenance around the shop/yard.  Helped with lots of small projects at Town Hall, PLFD and PLPD.  Reviewed several street-cut permits issued throughout Town limits.  Monthly playground maintenance and inspection.  Work with Parks and Awake the Lake on various projects.  Did the monthly repairs/ maintenance on all Parks lawn mowers/ equipment.  New section of EZ Dock purchased and at PW yard - will install new dock and water fountain mid May.  Placing acquired boulders all around Town and removing telephone poles.</p>
<b>Training</b>	Ongoing weekly/ monthly safety training and meetings Carson attended the CIRSA Playground Inspection Class 4/23



## Town of Palmer Lake

<b>Other Activity</b>	<p>Parks and USAFA are done with new bridge in the Glen area. Spruce Mtn road is in the design process with JR Engineering and railroad will be involved. GMS is working on the 105 sidewalk design. Working with Habitat Management for Spring and Summer noxious weed mitigation, they will do their first spray mid May. PW Roads bought new dump trailer under budget. Coordinating Town clean-up day May 17<sup>th</sup>. Parks service clean-up day is May 10<sup>th</sup>. Met with Parks and Palmer Divide Soccer Club about potential soccer field at the south end of the lake.</p>
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# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

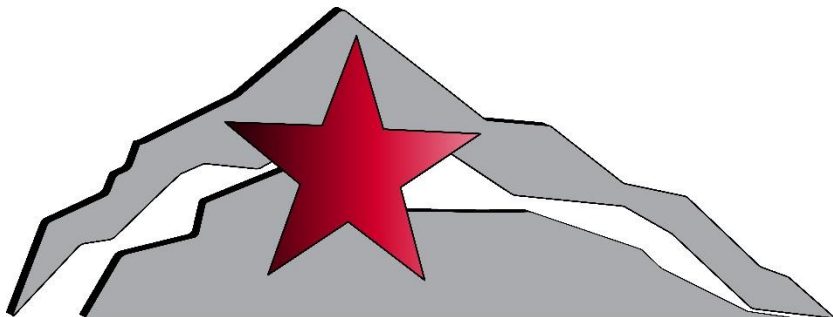
	<b>APRIL 2025</b>
Title	<b>PARKS Report</b>
Date	Board Meeting 05/08/25; Parks Meeting 05/13/2025
Contact	Parks & Trails Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 11 hr. Clerical (email, calls, grants, spreadsheets) : 24.5 hr. Miscellaneous Meetings (other than Parks) : 14.5 hr.
Total Volunteer Time	Total = 50hours
Upcoming Activity	Parks Service Day 05/10/2025



*Board of Trustees Summary Sheet*

	<b>May 2025</b>
Title	<b>Police Monthly Report</b>
Action	N/A
Date	04/01-04/30/2025
Contact	Lieutenant A. Lundy
Summary	In the month of April 2025, the PLPD made 34 traffic stops and issued 30 citations. Also, in the month of April 17 reports were taken and there were 2 traffic accidents. PLPD Officers charged 5 domestic violence cases in the month of April. PLPD made 13 citizen contacts.
Training	Arrest Control Tactics courses were assigned to all officers. Chief Smith attended the Police Academy to be Colorado P.O.S.T. certified. All officers attended range qualification (rifle) on two separate days in the month of April.
	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Other Actions	PLPD hired a new full-time officer (Hernandez) who started in April. PLPD hosted a blood drive in April which was the most successful drive to date. There were 19 donors, and 23 units of blood collected. This was a %100 collection rate with zero deferrals.

Calls for service	<p>PLPD officers responded to 472 calls for service in the month of April.</p> <p>The PLPD/MPD T.P.O. was deployed and seized 102 grams of Methamphetamine, 1.3 grams of unidentified pills, and 6 firearms.</p>
B.H.C.O.N.	<p>The PLPD B.H.C.O.N. program launched at the beginning of this year. The grant funded program is intended to circumvent arrests of mentally ill individuals when appropriate and afford these individuals resources to seek the help they need. The program has had 148 calls for service and has taken 23 case reports as a result.</p> <p>The B.H.C.O.N. unit responded to 9 calls for service in the month of April and took 3 case reports.</p>
S.T.E.P.	<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. Officers have conducted 360 shifts over the last 2 years. The most common citations written are for failure to stop at stop signs and speeding. Monies gained from these shifts have been a great benefit to the overall Town budget as a supplemental income. Proceeds from the S.T.E.P. program have recently purchased 2 vehicles for the PLPD which were previously unbudgeted for but needed.</p>
H.V.E.	<p>PLPD's High Visibility Enforcement (DUI/DUID) program has added to the safety of Palmer Lake's residents by effectively enforcing DUIs and DUIDs within its jurisdiction. H.V.E. has created 167 calls for service and taken 19 case reports. H.V.E. units have put up 115 enforcement hours, creating 109 contacts, and making 6 arrests.</p>



***PALMER LAKE FIRE DEPARTMENT***

*Board of Trustees Summary Sheet*

Title	<b>Fire Department Report- April 2025</b>
Date	5 May 2025
Contact	John Vincent, Chief
Summary	1 Firefighter obtained their Firefighter-2. 1 Firefighter obtained their Driver/Operator-Utility.
Training	Hours attached.
Photographs	
Other Action	
Code Enforcement	
Inspections	Recovery Village and Palmer Lake Elementary School inspected.

Assignment Name	Completion Date	Completion Time	Duration (hours)
Company EMS Training	4/18/2025	9:00 AM	2
09 - Forcible Entry	4/1/2025	11:30 AM	1
10 - Structural Search & Rescue	4/1/2025	10:30 AM	1
19 - Incident Scene Operations	4/18/2025	12:30 PM	2
10 - Structural Search & Rescue	4/25/2025	11:00 AM	2
Garage Fire	4/5/2025	10:30 AM	1
FFI-3L / Overhaul a fire scene	4/13/2025	12:00 AM	2
FFI-3M / Salvage	4/25/2025	9:00 AM	1
D001, B003 ACS, Cardiac Related Procedures	4/3/2025	6:00 PM	1
D002, D003 Brady and tachydysrhythmias	4/30/2025	12:54 PM	
470.22.HMO - 01 - Identify Potential Hazards	4/11/2025	5:00 PM	2
FFI-3L / Overhaul a fire scene	4/9/2025	12:00 AM	1
FFI-3K / Vertical Ventilation	4/12/2025	7:30 PM	2
FFI-3M / Salvage	4/23/2025	6:00 PM	1
B007 B005 H024 Vascular Access IV fluids IV IO	4/30/2025	12:54 PM	
FFI-3K / Vertical Ventilation	4/12/2025	4:00 PM	1
10 - Structural Search & Rescue	4/10/2025	11:45 AM	1
D001, B003 ACS, Cardiac Related Procedures	4/10/2025	1:00 PM	1
10 - Structural Search & Rescue	4/10/2025	1:00 PM	1
FFI-3E / Exit Hazardous Environment	4/2/2025	10:00 AM	1
FFI-3K / Vertical Ventilation	4/10/2025	1:00 PM	1
Arrival Drill	4/24/2025	10:00 AM	1.5
470.22.HMO - 01 - Identify Potential Hazards	4/1/2025	2:00 PM	1
Company EMS Training	4/18/2025	9:00 AM	2
09 - Forcible Entry	4/1/2025	11:30 AM	1
10 - Structural Search & Rescue	4/1/2025	10:30 AM	1
10 - Structural Search & Rescue	4/25/2025	11:00 AM	2
08 - Ground Ladders	4/25/2025	10:00 AM	1
19 - Incident Scene Operations	4/18/2025	12:30 PM	2
Test Test	4/26/2025	3:24 PM	
Arrival Drill	4/24/2025	10:00 AM	1.5
FFI-3M / Salvage	4/25/2025	9:00 AM	1
C003, C004 Rales, Stridor	4/25/2025	11:00 AM	0.5
E001 Anaphylaxis, H016 Epi	4/24/2025	11:00 AM	0.5
FFI-3K / Vertical Ventilation	4/12/2025	4:00 PM	1
FFI-3L / Overhaul a fire scene	4/13/2025	12:00 AM	2
D001, B003 ACS, Cardiac Related Procedures	4/16/2025	10:30 AM	1
D001, B003 ACS, Cardiac Related Procedures	4/3/2025	6:00 PM	1
FFI-3L / Overhaul a fire scene	4/13/2025	12:00 AM	2
470.22.HMO - 01 - Identify Potential Hazards	4/1/2025	2:00 PM	1
10 - Structural Search & Rescue	4/1/2025	10:30 AM	1
09 - Forcible Entry	4/1/2025	11:30 AM	1
10 - Structural Search & Rescue	4/25/2025	11:00 AM	2
19 - Incident Scene Operations	4/18/2025	12:30 PM	2
Company EMS Training	4/18/2025	9:00 AM	2
Arrival Drill	4/24/2025	10:00 AM	1.5
FFI-3M / Salvage	4/25/2025	9:00 AM	1
FFI-3K / Vertical Ventilation	4/12/2025	4:00 PM	1
FFI-3L / Overhaul a fire scene	4/13/2025	12:00 AM	2
Test Test	4/26/2025	3:24 PM	
D001, B003 ACS, Cardiac Related Procedures	4/3/2025	6:00 PM	1



## Board of Trustees Summary Sheet

	<b>APRIL 2025</b>		
Title	<b>Administration</b>		
Date	05/08/2025		
Contact	Admin personnel		
Kiosk Revenue	<p><b>April Collections for the Kiosk</b></p> <p style="padding-left: 40px;">Gross</p> <p>\$ 3,747.10 Collections (707 Transactions)</p> <p>\$ (212.10) Fees</p> <p>\$ (70.00) Monthly T2 Svc charge</p> <hr style="width: 20%; margin-left: 0;"/> <p>\$ 3,465.00 Net Collections - April</p> <p><b>YTD Collections 2025 - YTD Transactions: 1941</b></p> <p>\$ 10,287.30 Gross Collections</p> <p>\$ (582.30) Fees</p> <p>\$ - Supplies (Kiosk Paper)</p> <p>\$ (280.00) Monthly T2 Svc charge</p> <hr style="width: 20%; margin-left: 0;"/> <p>\$ 9,425.00 Net Collections</p> <p>\$ (862.30) Total Fees and Maintenance 9%</p>		
Contact Us (online)	<b>Created</b>	<b>First Name</b>	<b>Subject</b>
	4/2/25	Shawn	Picnic Pavilion
	4/6/25	Jill	Hi
	4/7/25	Clarice	Hello
	4/8/25	Spencer	Bear proof trash can
	4/14/25	Jackie	Hello
	4/18/25	Michele	Slash
	4/21/25	Benjamin	Town Hall
	4/23/25	Anna	Peddlers Permit
	4/26/25	Brenda	Hello
	4/28/25	Joshua	FD Volunteer
Land Use permits Issued	<p><b>April 2025</b></p> <p>Type: Single Family; Qty: 0</p> <p style="padding-left: 40px;">Other; Qty: 9</p> <p>Total water taps issued: <b>1042</b></p>		

Business Licenses

<b>BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE</b>	2025	2025
	Mar	Mar
Business Type	STR	other
New Licenses	0	0
Licenses Renewed	1	4
Licenses Expired	0	0
Businesses Closed	0	0
<b>CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)</b>	42	148
<b>TOTAL CURRENT BUSINESS LICENSES (New + Renewed)</b>	190	

**SCHEDULED TO RENEW IN JUNE 2025:**

<b>BUSINESS NAME</b>
707 Circle Rd LLC dba Palmer Lake Self Storage
855 Palmer LLC
Alpine Essentials LLC
Brooks Plumbing & Heating, Inc.
Chopware, Inc.
Cloverleaf Investment Group, LLC dba Veteran's Towing and Recovery
Colorado Technology Consultants, Inc.
Deborah Evans dba Spring Sweet Enterprises
Deborah Shipwash dba Level Up Homes LLC
Edward D. Jones & Co., L.P.
Evergood Adventure Wines
Farr Farms LLC dba The Crow's Nest
Fossil Forge, LLC dba International Stoneworks
Grace Construction Management Company, LLC
Highlands Roofing, Inc.
Palmer Lake Pub
Palmer Lake Rentals
Refuge, LLC dba 105 Social House
Snapographs, LLC dba Colorado Headshot Studio
Talmich Plumbing & Heating
Tanglewood Management, LLC dba Tanglewood Trailers
Under the Rose, dba Journey's End
We Speak You Learn, LLC dba 365 Training

**Water Billing**

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
<b>2022</b>	Jan-Dec	1015	41,405,900	11
<b>2023</b>	Jan-Dec	1018	44,855,150	7
<b>2024</b>	Jan-Dec	1022	47,011,334	0
<b>2025</b>	January	1022	3,505,500	0
	February	1022	3,114,600	1
	March	1023	2,787,302	1
	April	1023	3,058,632	0
	<b>YTD</b>	<b>1,022</b>	<b>12,466,034</b>	<b>2</b>

**Grant Activity Updates**

Dept	Name	Grantor	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
<i>Police</i>	<i>HVE (High Visibility Enforcement)</i>	<i>CDOT</i>	DUI enforcement, extra duty	\$9,686	\$0	PD fills the HVE shifts as they come and then requests reimb. FY Jul-Jun.
<i>Admin</i>	<i>Land Use Code</i>	<i>DOLA - Energy Impact Assistance Fund</i>	Land Use code update	\$25,000	\$25,000	Grant funds exhausted. Grant period ends 8/31/25. If needed, file extension in mid-July. PC approved add'l 30k to complete project.

**Other Activity**

Water ORC position filled with rehire of Charles Roubidoux  
 PLPD Officer advertising for P/T position  
 CivicRec reservation system on course  
 Meeting management program in progress of being updated

**Dawn Collins**

---

**From:** Eric Sepp <sepp\_eric@hotmail.com>  
**Sent:** Tuesday, May 6, 2025 3:06 PM  
**To:** Dawn Collins  
**Subject:** Delay hearing

-----**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.**-----

Dawn,

I have 2 key members facing significant health/personal challenges.

I need another 90 days to allow family/personal health to clear.

I cannot go to a hearing without council.

Kind Regards,

Eric M Sepp II  
Mobile: 719-400-9430  
Email: sepp\_eric@hotmail.com  
857 Tailings Drive, Monument, Colorado 80132



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

<b>DATE:</b> May 8, 2025	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize Agreement with Pickleball Club
<b>Presented by:</b> Town Administrator/Clerk		

**Background**

As discussed with the Parks and Trails Commission, a Palmer Lake Pickleball Club was formed. The enclosed agreement speaks to the mission and purpose to support pickleball activity and contribute to the maintenance of the courts.

On Tue., May 6, the Parks and Trails Commission considered the agreement and, with a 4-0 vote, recommended the Board approve the agreement.

**Recommended Action**

Approve the resolution to authorize the agreement with Palmer Lake Pickleball Club as recommended.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 40-2025**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF PALMER LAKE AND THE PALMER LAKE PICKLEBALL CLUB REGARDING MAINTENANCE, SCHEDULING AND USE OF THE TOWN'S PICKLEBALL COURTS**

**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 lacks sufficient staff, volunteers and resources to offer pickleball related maintenance, scheduling, use, and activity and events for the public; and

**WHEREAS**, the Palmer Lake Pickleball Club ("Club") will help sustain the public courts in Palmer Lake; and

**WHEREAS**, the Club will provide no cost or low cost pickleball activity and events and make monetary contributions for court maintenance and improvements; and

**WHEREAS**, the Town will commit certain times for the Club use at no or reduced charges, and

**WHEREAS**, the agreement approved by this resolution provides for the promotion of pickleball for all ages and abilities.

**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 approves and authorizes the Mayor to sign the agreement with Palmer Lake Pickleball Club attached hereto as Exhibit A, to provide the activities and events as outlined in the agreement.
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 8th DAY OF MAY, 2025.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

**Agreement  
Between the Town of Palmer Lake  
and the Palmer Lake Pickleball Club**

This Agreement (Agreement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Town of Palmer Lake, Colorado, a Colorado municipal corporation (the “Town”) and the Palmer Lake Pickleball Club, a Colorado nonprofit corporation (the “Club”) (together, the “Parties”).

**Background and Purpose**

A. In 2023, Awake the Lake, a charitable Colorado nonprofit corporation, received a grant from the Pikes Peak Area Council of Governments Area Agency on Aging (PPACG), using funds from the federal American Rescue Plan Act, to build six dedicated pickleball courts (the “Courts”) and a restroom facility on Town land. The courts were completed in 2024. Awake the Lake contributed matching funds and managed the construction of the courts and restroom facility. The Town provided the site at Centennial Park for the facilities and a water and sewer tap for the restroom and agreed to own and maintain the facilities.

B. The grant application stated the Courts would provide broadly-appealing outdoor opportunities for the area’s large and aging population, as well as for families and youth. The grant application proposed providing opportunities for local and regional pickleball tournaments, lessons, and area-wide demonstrations and exhibitions for the area’s large and growing senior population. Further, the application indicated that once the facility is constructed, the local senior living facilities would be contacted to develop regular opportunities for their residents to view and socialize at pickleball events.

C. Although the grant application indicates Awake the Lake committed to fulfilling the goals set forth in subsection B above, its mission is to “*restore, preserve and enhance the natural landmark Palmer Lake, and the beauty of its surrounding park land.*” It became clear to Awake the Lake and supporters of the new courts that a separate nonprofit corporation would better serve the community to fulfill the commitments set forth in the grant application.

D. On March 26, 2025, the Club was formed as a Colorado nonprofit corporation through the Colorado Secretary of State. The Club is currently filing the IRS documentation to become a 501 c-3 charitable organization.

E. The Club’s mission is to *[p]romote the sport of pickleball for all ages and abilities in northern El Paso County and help sustain the public pickleball courts in Palmer Lake, Colorado.*

F. The Town lacks the staff, volunteers and resources to offer pickleball-related activities and events to the local population. The Town agrees that having a local charitable nonprofit organization, whose mission statement is in Recital E above, to offer

pickleball-related activities and events at the Courts will help to fulfill the commitments made in the grant application and will benefit residents of the Town and surrounding area.

G. The Club desires to enter into this Agreement to set forth its intentions to provide no-cost or low-cost recreational activities and events for all ages on the Courts, and to help sustain the Town's pickleball courts at both Centennial Park by making monetary contributions for court maintenance and improvements when funds are available.

H. The Parties agree that the public-private partnership created by this Agreement for community recreational programming, fundraising, and pickleball-related tourism will benefit the Town, the Club and the general community of northern El Paso County.

**NOW, THEREFORE,** it is mutually agreed between the Parties as follows:

**1. Term:** The term of this Agreement shall begin on the date the Town Board of Trustees approves this Agreement and shall terminate two (2) years after the approval date, unless terminated earlier under section 8 of this Agreement. The Agreement may be renewed for additional two-year terms with written agreement by the Parties.

**2. Court Hours of Operation:** The Courts will be available for pickleball use from 7:30 a.m. to dusk daily, subject to snow and ice on the Courts necessitating the Town's closure of the Courts.

**3. Payment:** All monies donated by the Club to the Town under this Agreement shall be used solely for the development, improvement, and ongoing maintenance of the Courts. The Town agrees to allow the Club to designate Club-donated funds for specific pickleball court-related improvements (e.g., picnic benches, shade structures, etc.) before or at such time as the monies are donated by the Club, provided the Town approves the addition of the requested improvement. The Town will appropriately recognize the Club's monetary contributions.

**4. Club's Responsibilities:** The Club agrees to utilize the Courts consistent with its mission statement set forth in Recital E above, to include, without limitation:

A. Promote public open play (with paddle up requirements) for players in the community from 7:30 a.m. to noon weekdays on all Courts, except those used for Club member activities (e.g., Round Robin, league play) as provided in section 4 (B) below.

B. Provide education and training activities for members of the public, including free public beginner lessons as well as managed guided play, round robin play, ladder/league play, skills & drills training and referee / line judge training and certification from 11:00 a.m. to 7:00 p.m. or dusk daily on mutually agreed upon reserved courts, not to exceed four (4) reserved courts at a time and not to exceed seven (7) two-hour sessions per

calendar week, subject to weather constraints, holidays and the Club having a sufficient number of volunteers to oversee the member activities.

By way of example, and not by limitation, the Club might offer the following weekly schedule to its members on no more than 4 courts at a time:

<u>Day</u>	<u>Description</u>	<u>Level</u>	<u>Time</u>
Monday	Round Robin	2.5	11-1 pm
Tuesday	Round Robin	4.0	5-7 pm
Wednesday	Round Robin	3.0	11-1 pm
Thursday	Round Robin	2.0	5-7 pm
Friday	Round Robin	3.5	11-1 pm

Once per month, on a Saturday morning, the Club may offer a 2-hour free beginner pickleball lesson on a first-come-first-served basis to the public, on no more than 4 courts at a time.

The Club reserves the right to combine player levels or reduce the number of courts used for its activities or hold member activities on a bi-weekly basis.

C. Conduct community outreach and other pickleball-related special activities that may include youth clinics, local senior living facility seminars or invitations to watch and participate in senior events, membership events, and fundraising events.

D. Serve as the point of contact for all public inquiries regarding Club-sponsored programs and events.

E. Provide liability insurance coverage per Town guidelines for all Club-sponsored events.

F. Help to raise funds from corporate sponsorships, grants and tournament proceeds to help further develop, improve, and maintain the Town’s pickleball courts.

G. Work with the Town to ensure that at least two (2) public courts remain open for public drop-in play when the Club is holding a member or free event or when the Town allows the public to reserve Courts on a first-come-first-served basis; except when the Club reserves all courts for a tournament where the public is invited to participate.

H. Require all Club members and the public participating in free Club pickleball activities to sign waivers of liability that release the Club and the Town from any liability from use of the Courts during Club-sponsored activities.

I. The Club will provide the Town with a minimum donation of 20% of the gross revenue from a Club-hosted or sponsored tournament for which members of the public are invited to participate. Any Club-hosted or sponsored Special Event shall be subject to the application process for Special Events, when utilizing additional public property in

conjunction with a Tournament or other event, as set forth in Town Code section 5.06, Special Event Permits, except that the application fee and deposit shall be waived for the Club.

**5. Town's Responsibilities:** The Town agrees to the following responsibilities to support the use of the Courts:

A. Restrict use of the Courts to ensure they are open and available for open drop-in play (with paddle up requirements) from 7:30 a.m. to noon daily on all Courts not used for Club member activities or for a Special Event.

B. Through execution of this Agreement, authorize the Club's reserved use of the Courts at no cost to the Club for free and members-only activities as outlined in Section 4(B) above, including Club-hosted or sponsored Special Events such as tournaments.

C. Establish the rules for use of the Courts.

D. Upon Town staff and the Parks and Trails Commission review and approval of the Club's recommendations on court improvements, the Town will oversee all site improvements or upgrades.

E. Oversee regular Court maintenance so that the Courts remain in reasonable condition, ordinary wear and tear excepted.

F. Notify the Club about Special Events that may impact use of the Courts.

G. Host a paid reservation system for the Courts so members of the public can reserve a court on an hourly basis, not to exceed two consecutive hours, and coordinate the Town's block of fee-based reservation hours with the Club's reserved time so at least two (2) courts remain available for public drop-in use at all times.

H. Assist the Club with obtaining Special Event insurance coverage through the Town insurance provider, provided such assistance can be provided at no cost to the Town.

I. Make reasonable efforts to post at the Courts updated and timely notices of Courts that have been reserved for Club activities or are subject to paid reservations, to ensure the public is aware of the Courts that are not available for open play or drop-in play. The Town's obligation to provide timely notice of reservations is subject to court reservations being made in advance of the closing time for reservations in the town reservation system.

**6. Indemnification:** The Club agrees to hold harmless, defend and indemnify the Town, its elected officers, appointees, and employees against any and all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of,

resulting from, or relating to any activities, actions, or other conduct performed under this Agreement by the Club, its agents and/or employees on Town property.

The Town is prohibited by the Colorado Constitution from indemnifying the Club. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

**7. Cooperative Efforts; Authority to Change Agreement:** This Agreement shall be liberally construed in order to promote continued partnership and harmonious relations between the Parties with regard to their responsibilities under this Agreement. The Parties intend this Agreement to be flexible and collaborative, such that it can be adjusted by agreement of the Parties if a provision is not working out as intended. The Parties agree to meet by March of each year to review the terms of this Agreement and what provisions should be kept and what should be revised. The Club President and the Town Administrator are delegated the responsibility to make mutually acceptable changes to the Parties' responsibilities under this Agreement. Review of any changes will be provided to the Parks and Trails Commission and approved by the Board of Trustees. In the event of a dispute between the Parties regarding the interpretation of this Agreement, or the rights or obligations of the Parties in any situation arising from the performance of the obligations or responsibilities under this Agreement, the Parties shall meet and negotiate in good faith to determine whether a resolution designed to promote the relationship between the Parties may be reached.

**8. Termination:** It is understood and agreed that either party may terminate the Agreement. Termination shall be valid only after written notice by the terminating party is served upon the other party, at least thirty (30) days prior to the proposed date of termination.

**9. Amendment:** No amendment or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

**10. Merger and Integration:** This Agreement and any attached exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

**11. Assignment:** This Agreement may not be assigned without the written approval of both the Town and the Club.

**12. Notices:**

For the Club:            Club Representative  
                                  Address:  
                                  Email:

For the Town:           Town Administrator  
                                  Address:  
                                  Email:

All notices so given, including change of address, shall be considered effective when delivered by hand or in writing, as stated above.

**13. Third Party Beneficiary:** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Club, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person.

**Town of Palmer Lake:**

By: \_\_\_\_\_  
      **Mayor**

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

**Club:**

**Palmer Lake Pickleball Club**  
**a Colorado nonprofit corporation**

By: \_\_\_\_\_  
      **Representative**

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



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

<b>DATE:</b> May 8, 2025	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Approve Amendment to the Option to Purchase, EcoSpa
<b>Presented by:</b> Town Administrator/Clerk		

**Background**

As previously reviewed and discussed with the property tenant and Board in executive sessions, the need to amend the Option to Purchase was agreed upon by the Town and EcoSpa LLC.

Enclosed is the amended agreement for your consideration.

**Recommended Action**

Approve the resolution to approve the amendment to the Option to Purchase for EcoSpa LLC.

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

**RESOLUTION NO. 41 - 2025**

**A RESOLUTION TO APPROVE THE AMENDMENT TO THE OPTION TO PURCHASE FOR  
ECOSPA AT THE ELEPHANT ROCK PROPERTY**

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

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

**WHEREAS**, the Town and EcoSpa previously entered into a lease agreement for certain real property owned by the Town, which included an option to purchase such property; and

**WHEREAS**, the Town and EcoSpa discussed and concluded amendments are needed to the Option to Purchase real property, as reflected in the amendment to option to purchase agreement, which is attached.

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

**Section 1.** The Board hereby approves and authorizes the Mayor to sign the attached amendment to the Option to Purchase with EcoSpa LLC.

**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 8th DAY OF MAY 2025.**

TOWN OF PALMER LAKE, COLORADO

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

ATTEST:

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



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

<b>DATE:</b> May 8, 2025	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize Agreement with CMI to Complete Remaining Articles of Land Use Code
<b>Presented by:</b> Town Administrator/Clerk		

**Background**

As previously discussed with Board members, the Planning Commission directed and supports completing the articles for the land use code critical issues by the deadline of 8/31/2025.

To complete the project, enclosed is a professional service agreement and scope of services for Community Matters Institute (CMI). This is a not-to-exceed contract amount of \$30,000.

**Recommended Action**

Approve the resolution to authorize the professional service agreement with CMI to complete the work for an amount not to exceed \$30,000.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 42-2025**

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT FOR SERVICES TO COMPLETE REMAINING ARTICLES FOR THE LAND USE CODE CRITICAL ISSUES PROJECT 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 Board of Trustees has authority over agreements for the Town; and

**WHEREAS**, the Town previously obtained grant funding and provided matching funds to address critical issues in need of revision in the Town’s land use code; and

**WHEREAS**, some of the critical issues have been addressed, but grant funds secured for the project have been exhausted and a few critical issues remain to be addressed in the land use code; and

**WHEREAS**, the Planning Commission desires to complete the project using town funds by the contract deadline of August 31, 2025, that must be met to obtain maximum reimbursement from grant funds; and

**WHEREAS**, the Town’s planning consultant has provided a not-to-exceed scope of work to complete the critical issues project by the required deadline.

**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 a professional services agreement for the attached scope of work from Community Matters Institute to complete the necessary articles addressing the critical issues in the land use code by August 31, 2025, for the amount not to exceed \$30,000.
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 8th DAY OF MAY 2025.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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



## Scope of Services to Complete Title 17, Zoning Code

### Background

In late 2023, the town was awarded DOLA funding of \$25,000 to complete the land use code critical issues project under an administrative grant. The award, in addition to the town's match of \$25,000, was exhausted early this year. Direction from the Planning Commission resulted in the update of Title 17 becoming more than a critical update. It was discovered that many topics in the current code were not addressed.

Because the town received the maximum amount of funds from DOLA for this project, additional funding is not available. The contract deadline for this project is 8/31. Evidence of completion of the project is required to be fully reimbursed.

The following Scope of Work enables CMI to provide a final draft of the remaining sections of Title 17 to the Planning Commission for their review and any requested modifications. The direction from the Commission was to request town funds to complete the remaining scope of the project in the most efficient manner possible, versus extending the deadline one year and seeking additional funds through a non-administrative grant process. It was further discussed that the importance of completing this work is because the current town Zoning Ordinance is lacking key sections, especially administration and procedures, while development applications continue to be submitted to the town.

The method of completing Title 17 will follow the method that was used to complete the rewrite of Title 16.<sup>1</sup> Given that Title 17 needs to be adopted no later than August 31, 2025, one final draft will be sent to the Planning Commission for their review and comment no later than July 15, 2025.<sup>2</sup>

The following is an approximate summary of the work for completing Title 17, Zoning.

- **Article 1- General Provisions:** Completed and reviewed by PC, conditionally approved; one final review for consistency with the entire code.
- **Article 2- Zone Districts:** Completed and reviewed by PC, conditionally approved; one final review for consistency with the entire code.
  - **Planned Development Code:** Complete and adopted.
- **Article 3- General Standards:** First draft completed by CMI with several questions/review to be completed and reviewed by PC for consultant review of PC comments and one round of modifications. (*This article can be sent to the Planning*

<sup>1</sup> Title 16 Subdivision has been rewritten and was adopted and is an example of the expected format for Title 17.

<sup>2</sup> Note that Article 2: Zone Districts has been preliminarily accepted by the Planning Commission after five+ reviews by the Commission, with the understanding that the Commission will review the entire document including Article 2.

Commission for review as soon as possible. The consultant is requesting one set of final comments from the Commission no later than June 1<sup>st</sup>, 2025. Modifications will be included in the Final Draft for Planning Commission review.)

- **Article 4- Special Requirements:** This will include floodplain standards, cluster development provisions, perhaps grading and drainage, and reorganize other land use special requirements to this Article.
- **Title 16 Subdivision Code** (formerly planned as Article 5): Complete and adopted (*this will remain Title 16-Subdivision*).
- **Article 5- Administration and Procedures:** This will include all procedures for submittal, review, and required approvals, almost entirely new/rewritten.
- **Article 6– Annexation:** Complete and adopted but will need to be renumbered to insert here.
- **Article 7- Definitions:** This will be an entirely new rewritten section.

Article	DRAFTING	REVIEW AND UPDATE	Total
1		\$ 1,000	\$ 1,000
2	\$ 1,000	\$ 2,400	\$ 3,400
3		\$ 4,500	\$ 4,500
4	\$ 2,000	\$ 1,000	\$ 3,000
5	\$ 5,000	\$ 1,000	\$ 6,000
6	\$ 500	N/A	\$ 500
7	\$ 5,000	\$ 1,000	\$ 6,000
<b>Final edits to Title 17</b>		\$ 5,600	\$ 5,600
		<b>TOTAL</b>	<b>\$ 30,000</b>

The costs associated with each Article assume that the Planning Commission will receive one draft of Article 3 for comment and one final draft of Title 17 for review. The PC will provide the consultant with one marked-up copy of all requested changes no later than August 1, 2025. CMI will conduct two workshops with the Planning Commission - one to review Article 3 and one to review the entire draft.

The Town Attorney will undertake a final review of the code before a final hearing by both the Planning Commission and the Board of Trustees. Any additional requests by the Planning Commission or the public shall be billed at the hourly rate outlined in the original contract and are not included in the not-to-exceed scope of services. A detailed schedule will follow and may involve special meetings and workshops to meet the August 31, 2025, adoption date.

This is a not-to-exceed contract amount of **\$30,000**. Any additional time not accounted for above will be billed on an hourly basis.

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

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute (hereinafter referred to as "Consultant").

**RECITALS:**

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

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

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

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

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed thirty thousand dollars (\$30,000). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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

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

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

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

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

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

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

## **VI. CHANGES IN SCOPE OF SERVICES**

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

## **VII. PROFESSIONAL RESPONSIBILITY**

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

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

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

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

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

## **VIII. COMPLIANCE WITH LAW**

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

## **IX. INDEMNIFICATION**

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

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

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

## **X. INSURANCE**

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

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

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

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

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

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

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

#### **XI. NONASSIGNABILITY**

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

#### **XII. TERMINATION**

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

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

### **XIII. CONFLICT OF INTEREST**

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

### **XIV. VENUE**

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

### **XV. INDEPENDENT CONTRACTOR**

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

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

### **XVI. NO WAIVER**

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

### **XVII. ENTIRE AGREEMENT**

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

### **XVIII. NOTICE**

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

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

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

Consultant: Barb Cole  
Community Matters Institute  
5021 Juniper Street, North Wing  
Littleton, CO 80123

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

**TOWN OF PALMER LAKE, COLORADO**

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

**CONSULTANT**

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

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

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

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_ (SEAL)



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

<b>DATE:</b> <del>April</del> <u>May 24</u> , 2025	<b>ITEM NO.</b>	<b>SUBJECT:</b> Direction for Single Hauler Trash Collection Service
<b>Presented by:</b> Town Administrator/Clerk		

**Background**

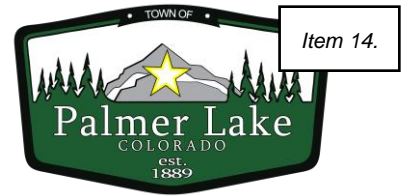
As previously reviewed with the Board, three proposals were presented to the Town Board for trash collection service. The proposals were posted to the town website with an invitation to the public to submit questions, concerns, and comments. The feedback was provided at the 4/10 meeting.

Note this service is intended for residential service. It does not take the place of special event sponsors utilizing other services nor, at this time, commercial collection services.

At the 4/10 meeting, members inquired about the percentage of business each provider has in town, as well as confirming the quotes submitted with the possibility of less than 100% participation

Following is a full summary of the information to date –

Vendor	Cost to Citizens	Service Summary	Current %	Confirmation of Quote
<b>Apex Infinite Disposal</b>	- \$25/month for trash - \$12/month for recycling - \$10/month for bear-proof bin	- Weekly trash; bi-weekly recycle - Offers bulk pickup - Route management technology - Provides local customer service - Provides sustainability initiatives	-Approx 1/3 of town residents	Note (A) below
A) <b>Apex-Infinite</b> will honor the proposed rates and is willing to collaborate with the Town to transition remaining households and fully implement a single-hauler program, even if some residents initially stay with other providers.				
<b>Republic Services</b>	- \$30/month for trash & recycling - \$35.50/month with bear-proof trash cart - \$36.80/month for bear-proof bins for both trash and recycling	- Weekly trash; bi-weekly recycle - Utilizes technology for tracking service and customer communication - Provides sustainability-focused with renewable energy initiatives	-Unable to provide the percentage of residential customers currently serviced due to market sensitivity and the competitive nature of the solid waste industry in CO	Note (B) below
B) <b>Republic Services</b> based the quote on servicing 1,200 residential units under a single-hauler contract with an opt-out fee structure. <ul style="list-style-type: none"> <li>o Not willing to participate in a preferred hauler model, as it undermines pricing integrity.</li> </ul>				



Vendor	Cost to Citizens	Service Summary	Current %	Confirmation of Quote
<ul style="list-style-type: none"> <li>○ Based on experience in other communities, they expect a 95%+ participation rate for the model to be economically viable.</li> <li>○ Strongly recommends the Town pursue a true single-hauler program to ensure the full benefits of the system.</li> </ul> <p><b>Added bonus</b>            Republic Services provides items such as 30yd roll-off for events that are often built into their single-hauler contracts, with some communities including three to four events annually. This approach can offer significant savings for residents by bundling the service into the overall agreement.</p>				
<b>Waste Connections</b>	- <del>\$13.50</del> 17.00/month for trash service - Bi-weekly recycling collection included - Includes up to 3 extra bags	- Weekly trash; bi-weekly recycle - Offers bulk pick up - Local presence	- Currently services less than 1% of town residents. They do, however, service many commercial businesses within town.	Note (C) below
C) <b>Waste Connections</b> <del>revised</del> based the quote on <del>40</del> 80% participation rate <del>],</del> with the understanding that the Town was seeking a single-hauler model, not a preferred hauler <del>].</del> The rate was calculated based on a total of 1,200+ residential units, including town homes, mobile homes, duplexes, and condos, using data provided by Town staff.				

**Recommended Action**

Provide direction for the single hauler trash collection service for town residents.

## Dawn Collins

---

**From:** Mike Mcdonnell <Michael.McDonnell@WasteConnections.com>  
**Sent:** Thursday, May 1, 2025 5:02 PM  
**To:** Dawn Collins  
**Subject:** Re: Question re single hauler

-----**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.**-----

My apologies, Dawn. Yes, that's the only change

Thank you,

Get [Outlook for iOS](#)

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**From:** Dawn Collins <dawn@palmer-lake.org>  
**Sent:** Thursday, May 1, 2025 2:57:16 PM  
**To:** Mike Mcdonnell <Michael.McDonnell@WasteConnections.com>  
**Subject:** RE: Question re single hauler

Is it correct, Mike, the only change to the proposal is the price per home to \$17 for trash. No other changes?  
 I appreciate your response, thanks,

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)

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**From:** Dawn Collins  
**Sent:** Friday, April 25, 2025 10:45 AM  
**To:** Mike Mcdonnell <Michael.McDonnell@WasteConnections.com>  
**Subject:** RE: Question re single hauler  
**Importance:** High

Yes, I understand, and the Board members would like to know what the overall rates would be proposed as with this slight modification. Any other changes to what was proposed?

Dawn Collins  
Town of Palmer Lake

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**From:** Mike McDonnell <[Michael.McDonnell@WasteConnections.com](mailto:Michael.McDonnell@WasteConnections.com)>  
**Sent:** Friday, April 25, 2025 10:06 AM  
**To:** Dawn Collins <[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)>  
**Subject:** RE: Question re single hauler

-----**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.**-----

Hi Dawn,

Good morning. If we were only to be awarded 80% of the residents, the price per home/resident would be increased to \$17 for trash service. We bid this based on the verbiage in the RFP that this was for a single hauler. If we are not going to be the single hauler for the Town of Palmer Lake, our rates need to reflect that.

If you have any other questions or concerns, please let me know.

Thank You,

## Mike McDonnell | District Sales Manager

Waste Connections of Colorado Springs  
7770 Palmer Park Blvd.  
Colorado Springs, CO 80951  
Cell: (720) 601-0117  
[Mike.mcdonnell@wasteconnections.com](mailto:Mike.mcdonnell@wasteconnections.com)



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**From:** Dawn Collins <[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)>  
**Sent:** Thursday, April 24, 2025 9:36 PM  
**To:** Mike McDonnell <[Michael.McDonnell@WasteConnections.com](mailto:Michael.McDonnell@WasteConnections.com)>  
**Subject:** Question re single hauler

The Board met this evening and discussed the single hauler collection services. Will you requote your services, as proposed, with approximately 80% or more residents vs 100%? If you prefer to discuss this, please let me know, thank you Mike,

Dawn A. Collins, CMC  
Town Administrator/Clerk



Item 15.

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

<b>DATE:</b> May 8, 2025	<b>ITEM NO.</b>	<b>SUBJECT:</b> Review/Direction for RFP for ER, Main Lodge
<b>Presented by:</b> Town Administrator/Clerk		

**Background**

As previously directed by the Board members, enclosed is a draft of an RFP to be issued for the use of the elephant rock main lodge.

**Recommended Action**

Review and provide additional direction for the RFP to be issued.

# Request for Proposal - Use of Elephant Rock Property Main Lodge

## Town of Palmer Lake, Colorado

### Introduction

The intent of this request is to obtain a qualified party to redevelop the main lodge and possible adjacent cottage and long building for appropriate use of the structures and to fit with the surrounding use of the elephant rock property, located at 290 Hwy 105, Palmer Lake. To be eligible for consideration, the party must meet the services as noted.

All inquiries relating to this request shall be addressed to:

Dawn Collins, Town Administrator  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)  
 Town of Palmer Lake  
 PO Box 208, Palmer Lake, CO 80133

If a party submitting a proposal finds discrepancies in, or omissions from this request, or requires additional clarification of any part, a written request may be submitted. Any interpretation or change made to the request will be made by written addendum and shall become part of the request. The Town will not be responsible for oral explanation. All inquiries shall be in writing and all responses will be provided in writing. To be considered, inquiries must be received a minimum of seven business days prior to the submission date established. It is the responsibility of each party to verify that an addendum is received and addressed prior to submittal.

### Submittal

All proposals must be delivered **prior to noon on X, July X, 2025**. Proposals must be submitted by email to [dawn@palmer-lake.org](mailto:dawn@palmer-lake.org) plainly noted "REQUEST FOR PROPOSAL – ER REDEVELOPMENT/USE" in the subject line or submitted in a sealed envelope to the Town Administrator plainly marked "REQUEST FOR PROPOSAL – ER REDEVELOPMENT/USE" before this date.

All proposals shall include the following –

- An authorized official of the firm submitting the proposal must sign the proposal.
- Only one proposal will be accepted from one party.
- All proposals must be firm for a minimum period of sixty (60) days from the submittal date.
- The Town of Palmer Lake reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal and to award the most responsive, responsible and fitting concept for the property in the best interest of the Town of Palmer Lake.
- The Town of Palmer Lake will not return proposals or other information provided to the Town.

### Evaluation

The Board of Trustees will hear and evaluate the submitted proposals at the next regular meeting following the submittal deadline. Proposals shall be evaluated on the following:

- Applicable fit to the surrounding neighborhood and the Community Master Plan;
- The degree to which the proposal meets or exceeds the criteria for the property;
- The degree to which the proposal meets the needs of the community; and
- Financial benefit to the Town of Palmer Lake.

Following the evaluation, the Town reserves the right to request a follow-up interview with or presentation from the chosen party, if necessary.

**Proposal Requirements**

Proposals submitted shall contain the following information:

- A cover letter stating the name, physical and email address, and telephone number of the appropriate contact person. The letter must bear the signature of the person of authority to make the proposal. The cover letter must include a description of the proposed use of the property summarizing the overall benefit to the Town, an understanding of the parameters established for the use of this portion of the elephant rock property, and how and why the proposal is best suited for the Town of Palmer Lake.
- A resume (background) outlining the relevant experience of individuals who will work on the redevelopment/use of the property.
- A financial plan outlining the financial improvements anticipated as well as the financial benefit to the town.
- Detailed requirements
  - Outline of redevelopment use including benefit to the community
  - Sketch of any changes to the existing structure(s)

**Parameters for the Redevelopment/Use of the Property**

The proposal is limited to the approximate 3-acre area with the existing main lodge, cottage and long building (note exhibit). This 3-acre portion will have an option to purchase. Additionally, the following criteria will apply to the redevelopment/use of the property:

- No residential use;
- No wedding venue;
- No additional buildings to be constructed;
- Existing structures “as is” for redevelopment;
- Shared/common access from Hwy 105 for this space;
- All town regulations, including PD amendment application process, must be followed.

**The submittal will be 1 electronic copy of a written report along with a presentation to the Board of Trustees. Date to be determined.**

**Responsibilities of the Town**

There is no implied or expressed obligation of the Town to reimburse the firm for any expenses incurred in preparing proposals or attending pre-proposal meetings for this request.

**Indemnification**

The firm agrees to indemnify and hold harmless the Town of Palmer Lake, its officers and employees, from and against all liability, claims, demands, and expenses including court costs and attorney fees, on account of any injury, loss or damage, which may arise out of or are in any manner connected with the work to be performed, if any injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act of omission, error, professional error or mistake, accident or other fault of the consultant, or any officer, employee or agent of the consulting firm.

**Right to Refuse**

The Town of Palmer Lake reserves the right, without prejudice, to reject any and all proposals or any part of the proposal for service.

TOWN OF PALMER LAKE



# TOWN OF PALMER LAKE

# Community Clean UP

MAY 17<sup>th</sup> 9am-3pm

## DUMPSTER LOCATIONS (map on back)

- HWY 105/ Next to Former TLCA
- Palmer Lake Fire Dept
- Glen Park/Near Tennis Courts
- Westward Lane/Past Facinelli Motors
- Hwy 105 /Near Palmer Lake Mobile Home Ranch

### Items NOT accepted at Dumpster Locations

- Appliances
- Asbestos
- Batteries
- Hazardous Materials
- Mattresses, box springs & furniture
- Paints, Oils, & Lacquers
- Tires
- TV & Electronics

## SLASH DROP OFF LOCATION (former bike track)

**County Line Rd south of Greenland Trail Open Space**

Accepted	Not Accepted
✓ Limbs	✗ Construction material
✓ Branches	✗ Lumber
✓ Woody debris	✗ Household trash
✓ Tree bark	✗ Metal of any kind
✓ Pine cones	✗ Rocks
✓ Logs:	✗ Tree stumps
-Max length: 8 feet	✗ Yard waste/grass clippings
-Max diameter: 6 inches	✗ Bags
	✗ Leaves



# MAY 17<sup>TH</sup> COMMUNITY CLEAN UP DAY DUMPSTER LOCATIONS



- ★ Vacant land next to the Art Center
- ★ Glen Park Tennis Courts
- ★ Off Hwy 105/ near Palmer Lake Mobile Home Ranch
- ★ Palmer Lake Fire Department
- ★ Past Facinelli Motors towards the end of Westward Lane