



BOARD OF TRUSTEES SPECIAL MEETING

Thursday, April 02, 2026 at 6:00 PM

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

LIVE STREAM available on Town website

AGENDA

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.

Call to Order

Roll Call

Pledge of Allegiance

Business Items

1. Discussion/Review and Possible Approval of a Contract for Legal Services with JVAM Law

Public Comment - *Public comments are encouraged to be emailed to the Town office at 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!*

Adjourn

Americans with Disabilities Act

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



A Mountain Law Firm

Kent Whitmer
45 County Road 804, Unit 201
Fraser, CO. 80442
PO Box 878
Glenwood Springs, CO 81602
970-531-1126

COLORADO MANDATORY DISCLOSURE REGARDING PRICE CALCULATION:

Because legal work is billed hourly and the exact amount of time that will need to be devoted to this matter is presently unknown, the total price you may incur for legal services to be provided under this agreement cannot be precisely determined at this time. The total price will be based on the time spent working on your matter by our legal professionals, as well as reimbursement of expenses we incur in connection with your representation. The hourly rates for our legal professionals are stated in the body of this engagement agreement. The actual time spent and expenses incurred will be stated on invoices that we will send you on a regular basis, typically monthly. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease month-to-month depending on the needs and progress of your matter. Please read the body of this engagement agreement for the specific terms governing our engagement as your attorneys.

April 1, 2026

Town of Palmer Lake
Dennis Stern, Mayor
54 Valley Crescent/P.O. Box 208
Palmer Lake, CO 80133
719-481-2934
dstern@palmer-lake.org

Re: Engagement of JVAM as Outside General Counsel

Dear Mayor Stern:

The purpose of this letter is to confirm the engagement of JVAM PLLC as general counsel to the Town of Palmer Lake and specifically attorney Kent Whitmer as Town Attorney for Palmer Lake. This letter defines the scope of our representation and outlines the terms of our engagement.

In our role as general counsel, we will be available to advise you and help with typical town matters as they up from time to time, but our engagement on any specific matter that may arise will require written acknowledgement from us regarding our ability to represent the town in that regard. We may decline representation on any matter based on conflicts of interests or other issues that in our sole, subjective discretion prevent us from undertaking the representation. Our engagement to the town as outside general counsel does not guarantee that we will be able to serve as your counsel in every matter until and unless we specifically confirm our availability to do so.

During the course of your representation, we will diligently perform all legal services reasonably necessary to ethically and effectively represent the town. We make no promises to the town as to the outcome of any particular matter on which we may work, but we do promise to render our best professional skill and perform our legal services faithfully and with due diligence, to address the town's needs in a timely and professional manner, and to advise the town of any time conflicts or delays.

All information regarding the town's representation will be kept confidential unless disclosure is authorized by the town or required by law. Confidential communications between us are protected by the attorney-client privilege, though that privilege will not cover any communication that the town shares with a third party. We encourage you to closely guard your confidential communications with us and not share them with third parties.

Fees: I will be the lead attorney primarily responsible for representing the town. My hourly rate for government clients is currently \$350. Throughout my representation, I will endeavor to delegate as much of the "behind the scenes" work for the town to lower hourly rate associates, legal assistants and paralegals within the firm to keep costs down. Although rare, there may also be times I will need to consult with other attorneys in the firm that charge a higher hourly rate than myself on issues requiring special expertise. We strive to have work done at the lowest billing rate while ensuring the best possible representation. Hourly rates are established based on the level of experience and ability of the individual. The current billing rates for other lawyers in the firm range as follows and track with everyone's particular skill and experience level:

Attorneys: \$250 to \$725 per hour
Legal Assistants / Paralegals: \$195 to \$215 per hour

Time spent on matters are billed in one-tenth of an hour increments, meaning every 6 minutes or less equates to one-tenth of an hour that will be billed. Hourly rates are adjusted annually, and we will provide the town with timely notice of any hourly rate increases. Also, almost all representations require products and services other than legal services. The town is responsible for the costs and expenses that we incur in representing the town. Examples of costs and expenses that may be incurred include, but are not limited to: legal research costs, registered mail, overnight delivery service, photocopying (\$.10 per page after 50 copies), court filing fees, service of process fees, publication costs, expert-witness fees, conference call charges, required travel (calculated according to the prevailing IRS reimbursement rate for miles traveled in personal vehicles, and the actual costs incurred for coach fares on airlines, motel stays, and reasonable meals while traveling), etc. Notwithstanding anything to the contrary above, a flat \$500 fee will be charged for travel to and from each town meeting where attendance is required, which will cover time on the road and mileage.

We will confer with the town before committing to any "significant" expenses. This works best when clients tell us how large of an expense they consider to be significant in this situation. We will use our best judgment in checking with the town before incurring "significant" expenses. We reserve the right to request advanced payment of any such expenses when appropriate.

We will provide the town with a statement on a regular basis, typically monthly, and any charges billed must be paid in full within 15 days. We will send the town our bills by email unless otherwise directed, and the town may make payments electronically as well as by check or credit card. If you dispute any entry on any invoice, that dispute needs to be communicated to us within 10 days of the invoice date. If for some reason you need to delay payment, please contact us as soon as possible to discuss an alternative payment plan. Absent some other arrangement, charges more than 15 days past due will be subject to interest charges of 12% per annum.

Credit Card Surcharge Disclosure: The town acknowledges that any payments made via credit card will be subject to a surcharge equal to the total merchant transaction fee assessed to JVAM for processing the payment. This surcharge will be itemized separately on the invoice. Alternative payment methods, such as checks, ACH transfers, or debit card payments, are available without this surcharge.

Prior Services: Services rendered prior to the signing of this agreement shall be included within the terms of this agreement and will be added to your first invoice.

Legal Fees Arbitration: Any controversy or claim arising out of the dispute of legal fees under this engagement agreement, or the breach thereof, shall be settled by arbitration administered by the Colorado Bar Association's Legal Fee Arbitration Committee ("LFAC").

LFAC assists in resolving disputes involving attorney fees, expert witness fees advanced by an attorney, and costs. LFAC is free, efficient, and typically takes anywhere from 3-6 months. The parties don't incur additional arbitration costs.

The arbitration shall be governed by the Colorado Bar Association LFAC's rules, which adhere to the requirements of the Uniform Arbitration Act, C.R.S. § 13-22-201 and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration is conducted as a mini

trial and managed by the arbitrator. The arbitrator then compiles their recommendation and submits that to the LFAC Committee for discussion and votes to either accept, reject, or modify the recommendation. If accepted, the recommendation is reduced to a written final award. The award shall include a written explanation of the final decision and specify the basis for any damages. The parties agree that the determination and final decision of the arbitrator appointed by the Committee shall be binding and conclusive on both parties.

Unless otherwise ordered by a court or subject to a court action, insofar as is reasonably possible, all matters in connection with any dispute or complaint shall be held in confidence by all persons having any knowledge thereof.

For further information on the process, please visit:
<https://www.cobar.org/legalfee#9695532-this-process-is-voluntary>

Termination: Either party to this agreement may terminate it at any time, subject only to the approval of the court in litigation matters. The town must notify us in writing to terminate this agreement. Attorneys may withdraw as counsel for the client and terminate this agreement for any reason by notifying the client in writing. Some examples of reasons why we would terminate this agreement include but are not limited to: client’s failure to pay the invoice as required by this agreement, client’s failure to cooperate with the attorneys, and client’s failure to adequately communicate with the attorneys. All fees incurred up to the point of termination shall still be due and payable.

File Disposal: The town authorizes us to dispose of your file two (2) years after your matter has been resolved, or two (2) years after the last work we performed for the town in that matter, whichever comes later. We are not required to give the town notice before disposing of its file. If the town wishes to retain the contents of your file, you must notify us in writing at the close of our representation or at least three (3) months prior to the disposal deadline. You must also provide us with complete shipping information and pay the costs involved in retrieving your file from storage and shipping the file to you.

If anything in this engagement agreement presents a problem or is unclear, please contact me right away so that we can discuss it. To indicate the town’s agreement to the terms set forth above and confirm its engagement of JVAM PLLC as legal counsel for the matter specified above, please sign this correspondence where indicated below and return the signature page to me. The town should retain a copy for your records.

We are pleased to have the opportunity to serve you as counsel and look forward to continuing a mutually beneficial relationship.

Best regards,
JVAM PLLC

By: /s/ Kent Whitmer

Kent Whitmer

I have read the foregoing letter and understand and accept the terms stated therein.

Town of Palmer Lake
Dennis Stern, Mayor

Client Signature: _____
Date: _____

Please indicate your preferred method of communication for correspondence from us:

- Email: dstern@palmer-lake.org
- Facsimile: _____
- FedEx or UPS Overnight Courier
- U.S. Mail