TOWN OF

Palmer Lake

est. 1889

COLORADO

**Board of Trustees Regular Meeting**
**Thursday, January 9, 2020, 6:00 PM**
**Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado**

## AGENDA

*This agenda is subject to revision*

1. Call to order

2. Pledge of Allegiance

3. Roll call

**Mayor: Introductions of Interim Attorney Scott Krob and Clerk Judy Egbert and Interim Town Manager Bob Radosevich

4. Approval of the Agenda

5. Approval of minutes December 12, 2019 and Special Meeting of December 18, 2019

6. Resolution No. 1 of 2020 -A Resolution of the Board of Trustees of the Town of Palmer Lake, Colorado, designating posting locations for notices of public meetings. These have been the PL Office & PL Post Office. The State now requires postings to be electronic also.

7. Resolution No.2 of 2020 - A Resolution approving the Master Plan for the Palmer Lake Parks from September 26,2019 Council meeting.

8. Resolution No.3 of 2020 - A Resolution accepting the completion of the Water Storage Tank.

9. Vote approving a letter for Glant Havenar to replace Gary Faust as representative on the PPACG Board of Directors.

10. Drainage – Schuler

**Financials**

11. Financials will be at the January 23, 2020 meeting

12. Approval of Checks over $15,000

13. **Staff Report**

- Water
- Roads
- Police
- Fire
- Manager

14. Board comments, reports, meetings attended

15. Discuss and direct staff regarding Town Clerk job description

16. **Unscheduled Public Comments**-*Reserved for members of the public to make a presentation to the Board on items or issues that are not scheduled on the agenda. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather will refer the items to staff for follow up. Comments are limited to three (3) minutes per speaker*

17. Executive Session Pursuant to CRS 24-72(402)(4)(f) For the purpose of a personnel matter with the permission of the person that is the subject of the session.

**Next Palmer Lake Town Board of Trustees Meeting will be held January 23, 2020.**

**Please note: If you have a disability and need auxiliary aids or services, please notify the Town of Palmer Lake (719-481-2953) at least 48 hours in advance of when services are needed. The Town of Palmer Lake will make every effort to accommodate the needs of the public.**

**RECORD OF MINUTES**
**TOWN OF PALMER LAKE**
**BOARD OF TRUSTEES**
**Special Meeting**
**December 18, 2019**

The meeting was called to order by Mayor Cressman @ 7:01 PM.

- Pledge of Allegiance: Mayor
- ROLL CALL:

Trustees: Banta, Schuler, Havenar, Mutu, Mettler - (approximately 60 in attendance)

- Mayor Cressman announced that Town Administrator Valerie Remington and Town Attorney Maureen Juran had resigned. He also stated that Trustee Gary Faust had resigned.

He stated that the Town would be accepting applications for Trustee. Applicants should submit a letter of intent and a resume. Applications will be accepted up to 4:00 PM, January 15, 2020. The Council will review and nominate an acceptable applicant at the January 23, 2020 meeting.

The Council stated that all access to accounts and to the buildings be secured. Locks/codes are to be changed.

The Mayor also stated that a donation to the Police department was in the works. Details at the next meeting.

- Several citizens expressed willingness to assist the Town in any way possible until suitable replacements can be hired. Most of the Council stressed that they preferred the hiring of a Town Attorney first, then a Town Clerk.
- A resident mentioned speeding issues on Lower Glenway. Suggested flashing lights.

The Mayor and Council thanked everyone for their attendance and input.
The meeting adjourned @ 8:45 PM

RECORD OF MINUTES

THURSDAY, DECEMBER 12, 2019, 6:00 PM

PALMER LAKE TOWN HALL - 28 VALLEY CRESCENT, PALMER LAKE, COLORADO

**BOARD OF TRUSTEES REGULAR MEETING**

**1. Call to Order**

Mayor John Cressman called the Board of Trustees Meeting to order at 6:02 p.m.

**2. Pledge of Allegiance**

Mayor Cressman led in the Pledge of Allegiance

**3. Roll call**

| | |
|---|---|
| Present | Mayor John Cressman |
| Present | Mayor Pro-Tem Mark Schuler |
| Present | Trustee Paul Banta |
| Present | Trustee Glant Havenar |
| Present | Trustee Bob Mutu |
| Left @ 9:04 Unexcused | Trustee Gary Faust |
| Present | Trustee Patty Mettler |

Also present were:

Valerie S. Remington – Town Manager
Megan Holmberg – Interim Assistant Town Clerk
Christopher Price – Assistant Town Attorney
Police Chief and Deputies
Various Members of the Public (see attached Sign-In sheet)

**4. Approval of the Agenda**

Motion to approve the agenda was made by Trustee Faust and seconded by Trustee Mutu. Motion passed.

**5. Approval of Minutes from November 14, 2019 Regular Meeting**

Motion to approve the November 14, 2019 meeting minutes as presented was made by Trustee Havenar and seconded by Trustee Schuler. Motion passed.

**6. Resolution No. 15 of 2019 – Authorizing & Completing the Police Department Donation**

Mayor Cressman provided an update on the $30,000 that was received for the Police Department. Ms. Remington responded to questions regarding same, noting that the $30,000 would be in addition to the current Police Budget and that the Budget would not be reduced because the donation was received. Motion to approve the Resolution was made by Trustee Havenar and seconded by Trustee Banta. Motion passed.

**7. 2020 Budget Hearing (continued)**

Mr. Price noted that proper publication had been made in order to allow the Board to continue a public hearing on and adopt the 2020 Budget. Ms. Remington presented the 2020 Budget, addressed rumors regarding the same, and summarized the budget proceedings, noting the following items:

> *The Town has enough money - Available funds have been increased by almost $500,000 in the last year
> *The income matches the expenses
> *The Bridge Project is being funded by the Reserves
> *The Final Budget was posted on-line for public review on December 9th
> *The process has been transparent; a workshop was held; public comments have been received and noted; the meetings have been property noticed as required by statute

Ms. Remington also noted that the budget can be amended at any time and that the Manager prepares the Budget as directed by the Board. Questions were received regarding City Sales Tax, Court Fines, 2019 Actual Numbers and Professional Services. Ms. Remington responded to same and noted that The Town had operated on 2 financial systems in 2019, Great Plains and White Mountain, and that Legal Services was incorporating potential law suites, a ballot issue, the re-codification and upcoming special projects. Further questions were received regarding the Employee Benefits, the Fire Fund and Salaries. Ms. Remington responded, reporting that the Town Manager would not be receiving an increase and that the Reserve Fund is growing. The Board requested that IT costs be drastically reduced and that if further funding was needed for salaries, that it come from that line-item.

Mayor Cressman opened the Public Hearing to the members of the public present to comment. Several members of the public addressed the Board and Ms. Remington. Questions/comments included interest payments on leased vehicles and tax implications, questions on how to find the 2020 Budget, inquiries on a fire chief and the hiring process, FICA taxes and check signatures. Ms. Remington and the Board responded to questions and comments accordingly. The public thanked the Board for the work and time that had put into the Budget. There being no further comments received, the public hearing was closed at 7:02 p.m.

**8. Resolution No. 16 of 2019 – 2020 Budget Resolution, Appropriating Sums of Money and Certifying a Mill Levy**

Mr. Price requested that the Board consider for approval, the 2020 Budget Resolution. Motion to approve the Resolution and 2020 budget, as presented, was made by Trustee Banta and seconded by Trustee Mettler. Motion passed.

**Financials**

**9. Financials for October 2019**

Ms. Remington presented the financials noting year-to-date funds and percentage within the 2019 Budget. Ms. Remington responded to questions and agreed to report back with further information on IT inquiries. The current check register was reviewed, and questions were received. Ms. Remington agreed to report back on items in question. Motion to approve the Financials was made by Trustee Schuler and seconded by Trustee Foust. Motion passed.

**10. Approval of Checks over $15,000**

Ms. Remington presented the check to Schmitt Construction for Paving at Meadow Lane in the amount of $71,852.50. Questions were answered regarding retainage. Motion was made to approve the check by Trustee Banta and seconded by Trustee Havenar. Motion passed.

**11. Staff Report**

Ms. Remington presented the Staff Report (enclosed). Ms. Remington noted that the Police and Fire Departments would be participating in the Toy Drive for Santa on Patrol on December 14th from 10:00 a.m. to 1:00 p.m. Trustee Banta inquired as to the Status of the Wells. Mayor Cressman and Ms. Remington reported that the Wells run on demand and that pumping depends on the Reservoir level. Well D-2 is the back-up well and is not in good, working order. Re-drilling costs would be approximately $700,000 and The Town does not yet have the funding for that project. The A-2 Well is in good, working order. Trustee Havenar reported on the Parks Committee Light Contest and thanked the Town and residents for their applications and participation. She reminded everyone that the application deadline had been extended to December 17th, that the fee was $10 and that prizes would be awarded. Plans to implement an interactive map for a lighting tour were also being prepared. Christopher Price provided legal counsel's response on the publicized claims of the Operation of the Town of Palmer Lake and associated rumors. Response is on-file with The Town.

**12. Board Comments, Reports, Meetings Attended**

Trustee Schuler commented that perhaps a quote should be obtained for a forensic audit, notably on the Fire Fund, in order to settle rumors. Discussion ensued. Ms. Remington was requested to obtain bids on a forensic audit for review. Mayor Cressman reported that the Board operates as a unit for the Town and that although debates and disagreements are had, every individual on the Board has the best interests of the Town in mind. Trustee Havenar noted that Mayor Cressman continues to receive positive community support and provided a petition with 126 residential signatures, in support of the Mayor, and thanked him for his time and service within the Community.

**13. Unscheduled Public Comments** *(Reserved for members of the public to make a presentation to the Board on items or issues that are not scheduled on the agenda. <u>As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather will refer the items to staff for follow up</u>. Comments are limited to three (3) minutes per speaker)*

Several residents expressed appreciation to and for the Board during these tumultuous and turbulent times. Inquiries were made as to board actions and the perceived shift from small town government, Mayor vs. Management, and concerns therein. Discussion ensued regarding further utilization of local individuals and volunteers within the Town with expertise in pertinent areas. Trustee Havenar expressed appreciation for a job well-done on fire renovations and reported that tours were available to the public. Strong concerns were expressed regarding the Re-codification, the Fire Survey that had been completed without appropriate input from the Fire Committee, and the need for a forensic audit on the Fire Fund. Ms. Remington reported that a reconciliation of the Fire Fund had been done, the audit had been performed as required, and that the reconciliation can be made available to the public and to the Board at any time. The Board and several residents noted that the blame for the mis-trust regarding the finances and Fire Fund do not lie with the current Town Manager, but that further information is needed and that some residents have not been satisfied with what has been provided to them, up until this point. Members of the Citizens Group agreed to meet with a Trustee or 2 to discuss further and provide a list of items that they would like a response on.

*****SKIP TO # 15 – LETTERS OF NO CONFIDENCE*****

Residents expressed fears of being bullied, attending meetings and speaking-out due to threats and escalating hostilities within the Community. Trustee Havenar and all other board members along with Town Staff expressed similar concerns, noting that these types of behaviors and hostilities were inappropriate and needed to be remedied, throughout the community, immediately! Various concerns were also expressed regarding Town and Town Manager de-famation through publicized claims, social media reporting, misinformation and bullying.

**Discussion/Decision Items**

**14. Discussion Regarding Town Survey**

Several members of the Fire Committee were present to provide comment on the Town Survey. Strong concerns were expressed regarding conflicts of interest, contact and distribution means, and benefitting parties. More time was requested to respond to the initial survey that had been sent out noting that a complete and accurate survey had not been adequately provided to all necessary individuals, that a reasonable response time had not been allotted, and that there were several issues amongst committee members and residents that needed to be resolved before the Survey could effectively move forwards. Further discussion ensued amongst the Board with increasing hostility.

*****TRUSTEE GARY FAUST LEFT THE MEETING; HIS ABSENCE WAS UNEXCUSED*****

Mayor Cressman requested that board members and residents continue-on in an appropriate manner and referred back to the agenda and issues at-hand. Discussion ensued regarding how to proceed with the Fire Survey noting the inadequacies and misinformation presented. Trustee Schuler suggested that a Work Session be called. Further discussion and public comment ensued regarding the Fire Chief. The hiring process was questioned, and it was requested that a hiring committee be assembled. Motion was made by Trustee Schuler to table The Survey to the 2nd meeting in January and seconded by Trustee Havenar. Motion Passed.

*****RESUME DISCUSSION RE #15 – LETTERS OF NO CONFIDENCE*****

**15. Discussion Regarding Letters of No Confidence received from The Citizens for a Better Palmer Lake to Mayor John Cressman, Trustee Gary Faust, and Town Legal Counsel – Maureen Juran**

Trustee Faust presented his response pertaining to the Letter of No Confidence received noting the Town Code, Statute and State Law. Response is on-file with The Town. Discussion ensued with unscheduled interruptions from members of the Public, who were reminded that these items were not up for debate, and that this was not a time for unscheduled public comment.

***SKIP BACK TO #13 – UNSCHEDULED PUBLIC COMMENTS***

Mayor Cressman responded to The Citizens regarding the letters received with history of services and qualifications, again noting that everyone on the Board had the best interests of The Town at heart. Trustee Schuler addressed the concern with the Town Attorney and suggested exploring alternative options. Trustee Havenar expressed a concern in the rights to the Re-codification that had been drafted (Sections 1 & 2) and made inquiries as to the current contract parameters and renewal period. Legal fees were also discussed. Ms. Remington was requested to pursue the RFP process for a possible new Town Attorney.

Outstanding items were reviewed, and Ms. Remington responded to a question on the Drainage Plan.

**16. Adjourn**

Motion to adjourn the meeting was made by Trustee Mutu and seconded by Trustee Havenar. Motion passed. Meeting adjourned at 9:43 p.m.

________________________________________
John Cressman, Mayor

________________________________________
Robert Radosevich, Interim Town Manager- APPROVED – 01/09/2020

**PALMER LAKE, COLORADO**

**RESOLUTION NO. 1 OF 2020**

**A RESOLUTION DESIGNATING POSTING LOCATIONS FOR NOTICES OF PUBLIC MEETINGS**

WHEREAS, PALMER LAKE IS A STATUTORY TOWN ORGANIZED UNDER PART 3 OF ARTICLE 4 OF TITLE 31 OF THE COLORADO REVISED STATUTES; AND

WHEREAS, C.R.S. § 24-6-402(2)(C) REQUIRES ALL LOCAL PUBLIC BODIES, AT THEIR FIRST REGULAR MEETING OF EACH CALENDAR YEAR, TO DESIGNATE THE POSTING PLACES FOR POSTING NOTICES OF PUBLIC MEETINGS; and

WHEREAS, NEW LEGISLATION ENACTED IN C.R.S. § 24-6-402(2)(c)(II) GIVES A TWO-YEAR TRANSITION PERIOD TO CAUSE THE OFFICIAL POSTING LOCATION TO BE ELECTRONIC; AND

WHEREAS, THE TOWN OF PALMER LAKE HAS A HISTORIC PRACTICE OF POSTING MEETINGS ON ITS WEBSITE IN ADDITION TO THE HISTORIC HARD COPY LOCATIONS;

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

Section 1. Notices of regular and special meetings of the local public bodies of the Town of Palmer Lake, to include the Town Board of Trustees (Town Council), Planning Commission and Board of Adjustment, and any committees thereof, shall be posted on the Town's website. In addition, the historic practice of posting in the following public places will continue as a courtesy as practicable:

- at Town Hall, 42 Valley Crescent St, Palmer Lake, CO 80133; and
- at the Palmer Lake Post Office CO-105, Palmer Lake, CO 80133

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

Section 2. This Resolution shall be effective immediately.

APPROVED AND ADOPTED ON THIS 9th DAY OF JANUARY 2020, BY A VOTE OF __ FOR AND ___ AGAINST.

| | |
|---|---|
| ______________________________<br>JOHN CRESSMAN, MAYOR<br><br>ATTEST:<br><br>______________________________<br>Robert Radosevich – Interim Town Manager | Approved as to Form:<br><br>______________________________<br>Matthew Krob, Interim TOWN ATTORNEY |

**PALMER LAKE, COLORADO**

**RESOLUTION NO. 2 OF 2020**

**A RESOLUTION BY THE TOWN OF PALMER LAKE ADOPTING THE GLEN PARK MASTER PLAN**

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 Palmer Lake Town Board lists as a high priority among its goals and objectives the design and completion of the Glen Park Master Plan; and

WHEREAS, the Palmer Lake Town Board desired a comprehensive Glen Park master plan that detailed current conditions and proposed future land uses and locations for operations, trails, pathways, open space, playground, parking, circulation, picnic areas, recreation, and services; and

WHEREAS, the Palmer Lake Town Board desired a comprehensive Glen Park master plan that developed a formalized long-range plan with images, site plans, details, phasing, and estimated costs; and

WHEREAS, in the summer of 2018, the Palmer Lake Town Board charged the Palmer Lake Parks Commission to research, develop, and present a Glen Park master plan to the Town Board; and

WHEREAS, the plan was presented on September 26, 2019, to the Board of Trustees and the public for comments and/or revisions, of which there were none; and

WHEREAS, the Board of Trustees of the Town of Palmer Lake believes it is in the best interest of the Town to adopt the Glen Park Master Plan.

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

Section 1. The Palmer Lake Town Board of Trustees hereby adopts the Glen Park Master Plan prepared by the Palmer Lake Parks Commission and dated January 9, 2020, a copy of which is attached as Exhibit A to this Resolution.

APPROVED AND ADOPTED ON THIS 9th DAY OF JANUARY 2020, BY A VOTE OF __ FOR AND ___ AGAINST.

| | |
|---|---|
| ______________________________<br>JOHN CRESSMAN, MAYOR<br><br>ATTEST:<br><br>______________________________<br>Robert Radosevich – Interim Town Manager | Approved as to Form:<br><br>______________________________<br>Scotty P. Krob, Interim TOWN ATTORNEY |

**PALMER LAKE, COLORADO**

**RESOLUTION NO. 3 OF 2020**

**A RESOLUTION REGARDING THE COMPLETION OF THE PALMER LAKE WATER STORAGE TANK**

ACCEPTING MEL RO, INC.

PROJECT: BURIED CONCRETE 250,000 GALLON WATER STORAGE TANK

WHEREAS, MEL RO, INC HAS COMPLETED CONSTRUCTION WORK FOR THE TOWN OF PALMER LAKE WATER STORAGE TANK AND,

WHEREAS, TETRA TECH ENGINEERING HAS CERTIFIED THE CONSTRUCTION PURSUANT TO CONTRACTS DATED 04/26/2018 AND,

WHEREAS, FINAL PAYMENT WILL BE MADE BY THE TOWN OF PALMER LAKE ON JANUARY 27, 2020 IN THE AMOUNT OF $199,155.58 AND,

WHEREAS, THE TOWN OF PALMER LAKE ACCEPTS THE PROJECT AND THE WORK PERFORMED AS REQUESTED,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PALMER LAKE BOARD OF TRUSTEES THAT THE WORK AND THE PROJECT PERFORMED BY MEL RO, INC., CONSTRUCTING A 250,000 GALLON BURIED TANK, IS HEREBY ACCEPTED BY THE TOWN.

ADOPTED BY THE PALMER LAKE BOARD OF TRUSTEES, JANUARY 23, 2020

______________________________

JOHN CRESSMAN

MAYOR, TOWN OF PALMER LAKE

ATTEST:

______________________________ ____________________

ROBERT RADOSEVICH -INTERIM TOWN MANAGER DATE

20-82-3293

# SECTION 00920
# APPLICATION AND CERTIFICATE FOR PAYMENT

| | | |
|---|---|---|
| PROJECT NAME: Town of Palmer Lake 0.25 MG Water Tank | CONTRACTOR: MEL-RO CONSTRUCTION | PAYMENT ESTIMATE #: EIGHT |
| 42 Valley Crescent/PO Box 208 | 414 Auburn Drive | PERIOD 01/28/2019 THRU 11/20/2019 |
| Palmer Lake, CO 80133 | Colorado Springs, CO 80909-6415 | CONTRACT DATE: March 20, 2018 |

ENGINEER: Tetra Tech, Inc.

ENGINEER'S PROJECT NUMBER: 133-29138-17001

A. ORIGINAL CONTRACT AMOUNT: $ 1,200,945.00

B. APPROVED CHANGE ORDERS: $

C. TOTAL CONTRACT AMOUNT TO DATE: $ 1,200,945.00

| | | |
|---|---|---|
| 1 | CONTRACT WORK TO DATE: | $ 1,200,945.00 |
| 2 | CHANGE ORDER WORK TO DATE: | $ 0.00 |
| 3 | MATERIALS STORED TO DATE: | $ 0.00 |
| 4 | TOTAL COMPLETED AND STORED TO DATE: (LINE 1+2+3) | $ 1,200,945.00 |
| 5 | RETAINAGE 5 % | $ 60,047.25 |
| 6 | TOTAL EARNED TO DATE LESS RETAINAGE: (line 4 less line 5) | $ 1,140,897.75 |
| 7 | PREVIOUS CERTIFICATES FOR PAYMENT: | $ 941,742.17 |
| 8 | CURRENT PAYMENT DUE: | $ 199,155.58 |
| 9 | BALANCE TO FINISH, PLUS RETAINAGE (line 13c less line 6) | $ 60,047.25 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which pervious Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR MEL-RO CONSTRUCTION, INC.

SEAL

State of: Colorado County of: El Paso

2nd day of December 2019

SHERRY LEE REED
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194040887
MY COMMISSION EXPIRES OCTOBER 25, 2023

BY: Kevin T. Brooker DATE: 12/2/2019

Kevin T. Brooker, President

Notary Public: Sherry

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based onsite observations and the data comprising the above Application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT

AMOUNT CERTIFIED $ 199,155.58

(Attach explanation if amount certified differs from the amount applied for)

ENGINEER: Tetra Tech, Inc.

BY: DATE: 12/6/2019

## ESTIMATE FOR PARTIAL PAYMENT

Project Name: .25 MG Water Tank    Contractor: Mel-Ro Construction, Inc.    Pay Estimate #: Eight

Period 01/26/19 thru 11/20/19

| ITEM | DESCRIPTION | UNIT | QTY | ORIGINAL CONTRACT AMOUNT | THIS PERIOD Percent Complete | Amt | PREVIOUS PERIOD Percent Complete | Amt | TOTAL TO DATE: Percent Complete | Amt |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Bond | | | 13,790.00 | 0.00 | - | 1.00 | 13,790.00 | 1.00 | 13,790.00 |
| 2 | Mobilization | | | 20,060.00 | 0.00 | | 1.00 | 20,060.00 | 1.00 | 20,060.00 |
| 3 | Surveying | | | 18,670.00 | 0.25 | 4,667.50 | 0.75 | 14,002.50 | 1.00 | 18,670.00 |
| 4 | Initial Erosion Control | | | 8,430.00 | 0.00 | - | 1.00 | 8,430.00 | 1.00 | 8,430.00 |
| 5 | Fencing | | | 14,600.00 | 1.00 | 14,600.00 | 0.00 | 0.00 | 1.00 | 14,600.00 |
| 6 | Overlot Grading | | | 5,335.00 | 0.00 | - | 1.00 | 5,335.00 | 1.00 | 5,335.00 |
| 7 | Excavation | | | 86,840.00 | 0.00 | 17,368.00 | 1.00 | 69,472.00 | 1.00 | 86,840.00 |
| 8 | Shoring | | | 67,810.00 | 0.00 | - | 1.00 | 67,810.00 | 1.00 | 67,810.00 |
| 9 | Underground Piping | | | 96,600.00 | 0.45 | 43,470.00 | 0.55 | 53,130.00 | 1.00 | 96,600.00 |
| 10 | Underdrain System | | | 48,960.00 | 0.00 | - | 0.76 | 48,960.00 | 1.00 | 48,960.00 |
| 11 | Tank Concrete Base | | | 180,110.00 | 0.00 | - | 1.00 | 180,110.00 | 1.00 | 180,110.00 |
| 12 | Tank Concrete Walls | | | 185,260.00 | 0.00 | - | 1.00 | 185,260.00 | 1.00 | 185,260.00 |
| 13 | Tank Concrete Deck | | | 149,230.00 | 0.00 | - | 1.00 | 149,230.00 | 1.00 | 149,230.00 |
| 14 | Hatches | | | 52,380.00 | 0.00 | | 1.00 | 52,380.00 | 1.00 | 52,380.00 |
| 15 | Tank Piping | | | 70,465.00 | 0.00 | | 1.00 | 70,465.00 | 1.00 | 70,465.00 |
| 16 | Backfill | | | 65,560.00 | 0.00 | 65,560.00 | 0.00 | 0.00 | 1.00 | 65,560.00 |
| 17 | Electrical | | | 24,930.00 | 0.00 | 24,930.00 | 0.00 | 0.00 | 1.00 | 24,930.00 |
| 18 | Mixer | | | 19,880.00 | 0.25 | 4,970.00 | 0.75 | 14,910.00 | 1.00 | 19,880.00 |
| 19 | Tank Disinfection | | | 10,320.00 | 0.60 | 6,192.00 | 0.40 | 4,128.00 | 1.00 | 10,320.00 |
| 20 | Roadway | | | 8,620.00 | 0.00 | 8,620.00 | 0.00 | 0.00 | 1.00 | 8,620.00 |
| 21 | Final Erosion Control | | | 12,330.00 | 0.00 | 12,330.00 | 0.00 | 0.00 | 1.00 | 12,330.00 |
| 22 | Supervision | | | 40,765.00 | 0.17 | 6,929.95 | 0.82 | 33,835.05 | 1.00 | 40,765.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | Totals-Lump Sum Amounts | | | 1,200,945.00 | 0.17 | 209,637.45 | 0.83 | 991,307.55 | 1.00 | 1,200,945.00 |

MEL-RO
CONSTRUCTION

December 2, 2019

Town of Palmer Lake
Post Office Box 208
Palmer Lake, CO 80133

Re: Town of Palmer Lake 0.25 MG Water Tank

Dear Sir/Madam:

Attached is our revised billing #8. We discovered a previous error on Billing #2. The error was as follows:

| | |
|---|---|
| Item #7 – Excavation should have had a current billing of -------- | $ 17,368.00 |
| Item #10 – Underdrain System should have had a previous billing of -------- | $ (11,750.40) |
| Item #22 – Supervision should have had an additional previous billing of -------- | $( 407.65) |
| Under billed amount -------- | $ 5,209.95 |
| Less retainage of 5% -------- | $( 260.50) |
| Net amount under billed on Billing #2 and added to Billing #8 -------- | $ 4,949.45 |

| | |
|---|---|
| Total previous payments - | $ 941,742.17 |
| Billing #8 -------- | 199,155.58 |
| Total before retainage ---- | $1,140,897.75 |
| Retainage held -------- | 60,047.25 |
| Total amount billed -------- | $1,200,945.00 |

Cordially,

MEL-RO CONSTRUCTION,

Susan Hansen Combs

Susan Hansen Combs,
Secretary-Treasurer

Town of Palmer Lake
Est. 1889

**CONTRACTOR NOTICE OF SUBSTANTIAL COMPLETION**

Date of Substantial Completion: December 30, 2019
To: Mel Ro, Inc.
Project Description: Buried Concrete 250,000 gallon Water Tank

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Town of Palmer Lake and Tetra Tech, Inc. to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Date of Substantial Completion of the Project is the date of issuance established by the certificate which is also the date of commencement of applicable warranties required by the Contract Documents.

John Cressman, Mayor

***John Cressman, Mayor***
42 Valley Crescent. P. O. Box 208. Palmer Lake, CO 80133
Phone (719) 481-2953 Fax (719) 488-9305

**Tetra Tech, Inc.**
1900 S. Sunset St. Ste. 1E
Longmont, CO 80501
(303) 772-5282

**Bill To:** PALMER LAKE
**ATTN:** STEVE ORCUTT
P O BOX 208
PALMER LAKE, CO 80133
UNITED STATES

**INVOICE NUMBER:** 51532760
**INVOICE DATE:** 12/18/2019
**SERVICES BILLED THROUGH:** 12/13/2019
**FEDERAL TAX ID#:** 95-4148514
**TERMS:** NET 30

**PROFESSIONAL SERVICES:**

See attached billing summary memo.

**Project Number** **200-29138-18002** **Construction phase services for the Palmer Lake 0.25MG Water Tank**

| LABOR | HOURS | RATE | CURRENT AMOUNT |
|---|---|---|---|
| Sr Engineer 1 | 17.00 | $200.00 | $3,400.00 |
| Engineer 1 | 6.00 | $95.00 | $570.00 |
| **TOTAL LABOR** | | | **$3,970.00** |

**TOTAL AMOUNT DUE THIS INVOICE:** **$3,970.00**

20-82-3293

| Net Contract Summary | |
|---|---|
| Contract Amount | $161,685.00 |
| Previously Billed | $157,061.79 |
| Current Billing | $3,970.00 |
| Total Billed to Date | $161,031.79 |
| Contract Balance Remaining | $653.21 |

**Remit to:**
**Tetra Tech, Inc.**
**PO Box 911967**
**DENVER, CO 80291-1967**

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

133-TM01A-Billing Title, Project Level

TETRA TECH

# MEMO

| | |
|---|---|
| *To:* | Steve Orcutt |
| *From:* | Jim Huiting, P.E. |
| *Date:* | November 4, 2019 |
| *Subject:* | Construction Phase Services for the Town of Palmer Lake 0.25MG Water Tank Project-Billings through November 1, 2019 |

This memo and the attached invoice serve as a summary of current billings for the Construction Phase Services for the Town of Palmer 0.25 MG Water Tank Project.

This is the final invoice barring any unforeseen circumstances

**Current Charges:**
**$3970.00**

Miscellaneous Office Engineering:

- Site Visits
- Final Pay App
- Close out memo
- Communications with contractor and Town
- Invoicing

We currently have $653 remaining in our initial budget of $161,685 for the Construction Phase Services for the Town of Palmer Water 0.25MG Tank Project.

We appreciate the opportunity to work with you. If you have any questions, please don't hesitate to contact me.

Thank you.

Tetra Tech
1900 S. Sunset Street, Suite 1-E, Longmont, CO 80501
Tel 303-772-5282 Fax 303-772-7039 www.tetratech.com

Town of Palmer Lake
Est. 1889

January 10, 2020

***Andrew Gunning***
Executive Director
Pikes Peak Area Council of Governments

Andrew,

This letter is to serve as notice that Glant Havenar was voted by the Palmer Lake Town Council on January 9, 2020 to replace Gary Faust as our representative on the PPACG Board of Directors.

Thank you for your consideration in this matter,

Bob

***Bob Radosevich***
**Interim Town Manager**
**Town of Palmer Lake**

***John Cressman, Mayor***
42 Valley Crescent. P. O. Box 208. Palmer Lake, CO 80133
Phone (719) 481-2953 Fax (719) 488-9305

Avery Asphalt Inc
1770 E 69th Ave
Denver CO 80229
303-744-0366

License:

Retainage

# Contract Invoice

Invoice#: 193055

Date: 12/17/2019

**Billed To:** Town of Palmer Lake
42 Valley Cresent
Palmer Lake CO 80133

**Project:** Town of Palmer Lake Roadway & Drainage
42 Valley Cresent
Palmer Lake CO 80133

| Due Date: 12/17/2019 | Terms: 0DY | Order# |
|---|---|---|

| Description | Amount |
|---|---|
| Billable Retention | 28,401.56 |

Account # 10-51-3523

Douglas Ave

Rds

A service charge of 18.00% per annum will be charged on all amounts overdue on regular statement dates.

*Thank you for your prompt payment!*

| | |
|---|---|
| Sales Tax: | 0.00 |
| Invoice Total: | 28,401.56 |
| Retention: | 0.00 |
| Amount Paid: | 0.00 |
| **Amount Due** | **28,401.56** |

# Nevada Tap Master, Inc

# INVOICE

1647 Willow Pass Rd, #131
Concord, CA 94520 NV License # 0056402
and CA License # 697696
Office: Brianne 925-439-7975

| Date | Invoice # |
|---|---|
| 11/7/2019 | 1119-57 |

**Bill To**

Town of Palmer Lake
Attn: Accounts Payable
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

| Job No. | P.O. No. | Terms | Due Date |
|---|---|---|---|
| | STEVE | Net 30 | 12/7/2019 |

| Description | Amount |
|---|---|
| LOCATION: PALMER LAKE, CO | |
| (2) 6" INSERTA VALVE INSTALLATIONS ON C-900 PVC DOMESTIC COLD WATER LINES<br>(2) 6" HOT TAPS ON 6" C-900 PVC DOMESTIC COLD WATER LINES | 15,934.00 |
| INCLUDES THE FOLLOWING:<br>LABOR, TRUCK, EQUIPMENT<br>INSERTION VALVES<br>BOLT ON INSTALLATION<br>AIR TEST | |
| Account # 10-21-3525 | |

WE NOW ACCEPT VISA, MASTERCARD
AND AMERICAN EXPRESS CARDS

| | |
|---|---|
| **Total** | **$15,934.00** |
| **Balance Due** | **$15,934.00** |

Nevada Tap Master, Inc. does not agree to any retentions being held from the amount due.
Past due accounts may be subject to a finance charge at the period rate of 1.5% per month which is an annual percentage rate of 18% or a periodic rate not to exceed maximum rate allowed by state law.

# BRADLEY EXCAVATING INC

COPY

# Invoice

| Date | Invoice # |
|---|---|
| 12/13/2019 | 4652 |

2220 Busch Ave
Colorado Springs, CO 80904
Phone: 719-685-9755 Fax: 719-685-9199

| Bill To |
|---|
| Town of Palmer Lake<br>PO Box 208<br>Palmer Lake, CO 80133 |

| Project |
|---|
| Pedestrian Bridge<br>Water Line Replacement |

| Terms |
|---|
| Net 15 |

| P.O. Number | Project |
|---|---|
| | 19700 Ped Bridge-Water Main Relocate |

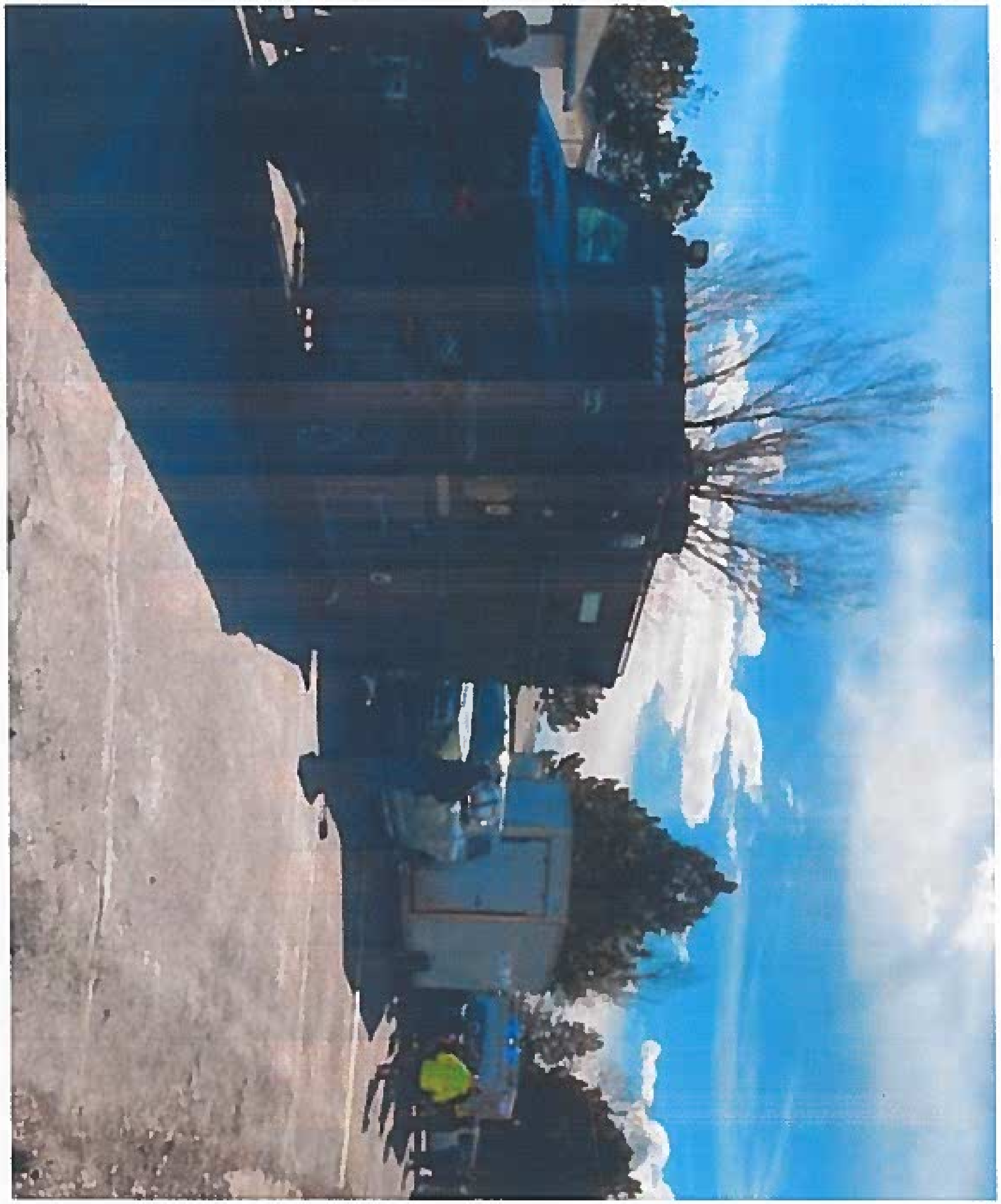
| Description | Quantity | Unit Price | Amount |
|---|---|---|---|
| Pedestrian Bridge Water main replacement | | 16,995.00 | 16,995.00 |
| Account # 10-21-3525 | | | |

| | |
|---|---|
| **Total** | $16,995.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $16,995.00 |

TOWN OF
Palmer Lake
est. 1889

*Board of Trustees Summary Sheet*

| | Item |
|---|---|
| Title | **Monthly Report** |
| Action | N/A |
| Date | 12/1-12/31/2019 |
| Contact | J. Vanderpool |
| Summary | In the Month of December 2019, the PLPD conducted 75 traffic stops and issued 21 citations. Also, in the month of November, 2 Traffic Accidents were investigated, and 2 DUI were investigated resulting in arrests made in each case. |
| Training | Officers attended different trainings this month to include Community Policing and Supervisory training. |
| Photographs | The attached Photograph(s) is/are of Santa on Patrol. |
| Other Actions | Officers handled numerous other calls this month, to include 1 Theft, 2 Domestic Violence, 3 Assaults, 1 Burglary, 1 Fraud cases. |
| Active investigations | Officers responded to an Assault in progress, upon arrival they found one victim had been stabbed, the victim was transported to the hospital with serious but not life-threatening injuries. One suspect was arrested. |
| Calls for service | Officers responded to 263 calls for service this month. 229 of these calls were in the Town of Palmer Lake, 34 were outside of town. |



Manager's Report

January 9, 2020

Letter for Glant (PPACG)

Dec 20- Contacted Banks, CIRSA, CKT, Fromm, RG, numerous others advising of change

Next Council meeting will be water loan checks (Mel ro & Tetra Tech) Explain posting end date. Checks to be ready for signatures prior to the next Council meeting on Jan 23rd so we'll be preparing checks this next week when final billing arrives to close out POSTED FINAL PAYMENTS of Jan 28th. The Final Resolution #2 for payment. Close-out letter, etc. (in packet)

Pre-payment check Approval for $ 25,000 for Police equipment from donation MUST be ready by next Friday (Jan 17th) (in packet)

Check signature approvals for Nevada Tap Masters (Water) $15,934.00, Bradley Excavating (Water) $ 16,995.00, Avery Asphalt (Roads) $28,401.56. (in packet)

Engagement letter for Green & Associates for our audit in March/April. ($14,400) (in packet)

Lighting the STAR for Dale Smith – Order from Mayor

Discussion of Job Description for Clerk

Discussion of Job Description for Fire Chief

GovPro Consulting
Judy Egbert

January 1, 2020

Town of Palmer Lake
Board of Trustees
Submitted by email

Greetings:

I'd like to introduce myself for those of you that I haven't met yet. I'm Judy Egbert, owner and consultant of GovPro Consulting. I met with Bob Radosevich, Mark Schuler, and John Cressman on December 30 to explore what I can offer toward assistance through your administrative staff transition.

Recruiting for the position is Clerk is understandably a top priority. During our conversation, it became clear to me that there is some uncertainty regarding the long-term organizational structure. The Town has started down a path to implement separate Manager (Administrator) and Clerk positions and move away from the Trustee Liaison model.

This transition is a significant one. Just in what I've gathered through this single conversation, it sounds like this may be worth more conversation to determine whether that is the best model to pursue, or if the Town desires to go back to a Clerk/Administrator position with Trustee Liaisons. This is a significant decision point, and in no way do I have all the facts this soon to offer a firm recommendation. What I can provide is some points for you to question and consider as you go through this.

Having a Manager allows that Manager to deal with the day to day operation of the Town, giving elected officials the ability to conduct their job of policy-makers. The Liaison model inherently comes with structural challenges:

- A person becomes elected because they have a desire to create policy for the betterment of the community but then becomes bogged down in the minutia of day to day functions.
- An elected official is not expected to have expertise in any functional area of the Town. This can result in a person without expertise directing the work of a professional.
- Employees are expected to go to their corresponding Liaison, while that elected official is expected to remain arms-length from directing day to day functions. This causes both parties to continually seek out and respect the lines that separate them.
- Personnel management is a function that elected officials should not be charged with, yet it's hard to avoid that if the department head is reporting directly to a Liaison.
- Elected officials have their own lives and this structure can intrude on their professional and personal time significantly.
- A Liaison would bring the requested decision to the Board. A Manager would simply make the decision. Taking the relatively small operational decisions to the board results in a longer time to get direction, and longer board meetings. It also gives opportunity for the Board to discuss and debate things that are of an operational nature rather than staying at the policy-making level.

410 12th Street Alamosa, CO 81101 719/580-9357 GovPro@outlook.com

With a Manager, it allows more efficient functions:

- The Manager can ensure that all compliance requirements are met. This is critical in many areas such as Human Resources, Law Enforcement, and utilities.
- A Manager is hired based on experience and qualifications that elected officials are not likely to have, such as land use, zoning, planning, utilities, and financial strategy.
- A Manager handles all the personnel management aspects, protecting the Board in preserving its restriction in that realm.

As you recruit for your administrative team, it's important to reach the right audience and attract the applicants with the right skill set. If the intent is to revert to a Clerk/Administrator, then the job description should be written to reflect a skill set and qualifications that include those functions and should be advertised with the Manager's professional arena in addition to the Clerks. The Clerk job description is in need of significant change to bring it into compliance with HR standards and ADA compliance. I will be reviewing the content of the duties list over the next week and be ready to get that advertised once the Board has determined the organizational structure.

The worst thing that can happen is to recruit and hire a person that is qualified for the job you advertised but will fail at the job that it later becomes. It is absolutely critical to make the structural determination prior to recruiting.

You have likely already had conversation with your DOLA Field Representative, but I encourage you to explore this further with them.

I will be at the meeting on January 9 for further discussion if you so desire.

Sincerely,

Judy A. Egbert,
Owner/Consultant

**SERVICES AGREEMENT**
**MUNICIPAL CLERK SERVICES**

**THIS SERVICES AGREEMENT** (Agreement) is made and entered into effective January 1, 2020 by and between the Town of Palmer Lake (Town) and GovPro Consulting, LLC (Consultant). The Town and the Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follow:

- **Active Parties.**

  (a) Bob Radosevich will represent the Town in working with Consultant. The Board may, at its discretion and by formal action, direct other party(ies)to act on behalf of the Town.

  (b) Judy Egbert, Sole Member of GovPro Consulting, LLC will provide the entirety of the services. No other parties are authorized to act on behalf of GovPro Consulting.

- **Scope of Services.** The Consultant agrees to provide services as listed in Exhibit A, Scope of Services.

- **Compensation.**

  (a) In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Consultant $600 per day for on-site work, and/or $50.00 per hour for off-site work.

  (b) This amount is inclusive of all costs, including travel and incidentals.

  (c) The daily rate may be pro-rated for on-site days of a duration of four hours or less.

  (d) Payment is to be made within thirty (30) days of invoice at intervals that coincide with the routine accounts payable cycle of the Town.

- **Time of Commencement and Completion of Services.**

(a) The services to be performed pursuant to this Agreement shall be initiated upon written execution of this contract. This Agreement will be considered complete at the discretion of the Town.

(b) This agreement may be terminated by either party upon written notice.

- **Independent Consultant.** The services to be performed by the Consultant are those of an independent Consultant and not of an employee of the Town. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Consultant is not entitled to workers' compensation benefits from the Town for the performance of the services specified in this Agreement. Consultant is not entitled to any benefits offered to employees.

- **Illegal Aliens.** The Consultant certifies that the Consultant shall comply with the provisions of Section 8-17.5-101 *et seq*., C.R.S. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subConsultant that knowingly employs or contracts with an illegal alien. The Consultant represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Consultant obtains actual knowledge that a subConsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (i) notify the subConsultant and the Town within three (3) days that the Consultant has actual knowledge that the subConsultant is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subConsultant if within three (3) days of receiving such notice, the subConsultant does not stop employing or contracting with the illegal alien, unless the subConsultant provides information to establish that the subConsultant has not knowingly employed or contracted with an illegal alien. The Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Consultant fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Town may terminate this Agreement for breach, and the Consultant shall be liable for actual and consequential damages to the Town. If the Consultant participates in the Department Program, the Consultant shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Town.

  The Consultant, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Consultant (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

- **Compliance with Laws.** The Consultant is expected to be familiar with laws governing municipalities in Colorado, and to comply with these laws in performing work outlined in the Scope of Services. Consultant is not an Attorney and does not provide legal advice.

- **Default.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

- **Binding Effect.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

- **Applicable Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.

- **PERA**. Judy Egbert is a PERA retiree. If the Town is a PERA employer, it will be required to comply with all requirements governing this relationship, including remitting employer contributions on payments made to Consultant.

- **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

- **Notices.** All which may be given under this Agreement shall be effective when emailed with a "read receipt" or mailed via registered or certified mail to the address shown below.

- **No Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

- **Indemnification and Hold Harmless**. Town shall hold Contractor harmless from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including but not limited to reasonable attorney's fees for legal counsel retained by Town, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Consultant's actions while acting within the scope of services contained herein. As Designated Election Official, Judy Egbert is considered

**an official of the Town and therefore covered under the Town's usual insurance policies. This obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.**

CONSULTANT:

Judy A Egbert

Judy A. Egbert
GovPro Consulting, LLC
410 12th Street
Alamosa, CO 81101
719/580-9357
GovPro@outlook.com

TOWN:

Robert Radosevich
(signature)
ROBERT RADOSEVICH
(printed name/title)
INTERIM TOWN MANAGER
(contact information, including email)
bob@palmer-lake.org

**EXHIBIT A**
**SCOPE OF SERVICES**

Consultant will provide advisory consulting services regarding the administrative staff transition. This list is an example of anticipated deliverables but is not intended to be inclusive.

The Town may request additional services not listed here, and/or may remove services at its discretion.

- Assist with the recruitment process for Town Clerk, including:
    - Preparing job description
    - Advertising through appropriate venues
    - Developing and facilitating the screening process, including evaluation, assessment, and interviews.
- Facilitate the transition with the new Clerk, including the following at the Town's direction:
    - Orientation
    - Developing training plan
    - Ensure knowledge of available resources
    - Any level of mentoring that the Town requests
- Assess current processes of the administrative team, and make recommendations.
- Make any other recommendations as requested by the Board

## LEGAL REPRESENTATION AGREEMENT

**THIS AGREEMENT** is entered into as of the dates indicated below, by and between **TOWN OF PALMER LAKE** (hereinafter referred to as "Client") and **KROB LAW OFFICE, LLC** (hereinafter referred to as "Counsel").

## I. Engagement of Counsel

A. **Scope of Engagement.** The engagement of Counsel is limited to specific matters referred by Client and accepted by Counsel. At the time of this Agreement, the only such matters are:

1. Serve as Interim Town Attorney.

2. Additional representation and tasks as directed by the Town of Palmer Lake Board of Trustees, Town Manager or Administrator or Town Clerk or other senior Town Staff.

Client understands and agrees that the engagement does not include representation of other matters, persons or entities unless otherwise agreed upon.

B. **Authorization and Consultation.** Within the scope of this engagement Client authorizes Counsel to act on Client's behalf and to take all actions, which Counsel deems advisable. Counsel agrees to notify Client promptly of all significant developments and, unless circumstances require an immediate response, to consult with Client in advance as to the significant decisions attendant to those developments.

C. **Cooperation and Assistance of Client.** Client agrees:

1. To pay Counsel for the performance of legal services, and to pay for all expenses incurred in connection therewith as specified in Section II., below.

2. To cooperate fully with Counsel, be available for consultation and provide all information known by or available to the Client which may be relevant to the subject of the engagement or which may aid Counsel in advising or representing Client.

**II. Legal Fees and Expenses.** Client and Counsel agree that the following method is to be used for determining legal fees payable by Client:

**A. Method of Determining Fees.**

1. Time expended by Counsel to perform the legal services for Client will be the sole basis for determining the total legal fees to be paid to Counsel. The following rates will apply:

| | |
|---|---|
| Senior Partner | $195.00 per hour |
| Associates | $175.00 per hour |
| Paralegals/Investigators: | $ 75.00 per hour |

2. Regardless of the amount charged, a monthly statement will be generated by Counsel and can be arranged to coordinate with the Town's Finance Department timeline.

3. These rates do not include other fees, charges and expenses as described in Section II.B., below.

4. Counsel's hourly time charges for legal services apply to all legal services rendered except as defined as Prosecution Services.

**B. Other Fees, Charges and Expenses.**

Client authorizes counsel to make disbursements or incur expenses in providing services to Client and Client agrees to reimburse Counsel for all out-of-pocket disbursements and expenses paid by Counsel. Such expenses may include, but are not limited to, charges for serving and filing papers, courier and messenger services, recording and certifying documents, depositions, transcripts, investigations, witnesses, long distance telephone calls, copying materials, travel expenses other than between Counsel's office and the Town of Palmer Lake, postage, computerized legal research, and overtime clerical assistance. Counsel will not charge for travel between Counsel's office and the Town of Palmer Lake.

**C. Billing and Payments.**

1. Billing. Counsel's fees, as well as other fees, charges and expenses, will be billed monthly to Client. Counsel agrees to include in the statements sent to Client a description of Counsel's services for which Client is being charged and a description of all other fees, charges and expenses for which Counsel seeks reimbursement.

2. Payment in Full. Client agrees to pay in full the amount of each statement, including fees and expenses, within thirty (30) days of the billing date, unless other specific payment arrangements are made in advance with Counsel.

## GENERAL MATTERS

**III. Effort and Outcome.** Counsel agrees to use its best efforts in representing Client, but makes no warranties, representations, or assurances to Client concerning the outcome of any legal proceedings, negotiations or transactions, and any statements by Counsel as to results are statements of opinion only.

**IV. Termination of Representation.** Client may terminate the representation at any time, with or without cause. Counsel reserves the right to terminate the representation if Client fails to honor this Agreement or for any just reason as permitted or required under the Colorado Rules of Professional Conduct or as permitted by the rules or orders of the courts of the State of Colorado or the United States. Counsel may be required to obtain the permission of the Court to withdraw from representing client. Representation shall continue and this Agreement shall remain in effect until written notice of termination is delivered to the person or last known address of Counsel or Client, as the case may be. In the event of any termination by Counsel or Client, Client agrees to pay and reimburse Counsel promptly for all services rendered by Counsel and all other fees, charges and expenses incurred pursuant to Section II.B. of this Agreement prior to the date of such termination.

**V. Destruction of Files.** Counsel is authorized to destroy any files in Counsel's possession relating to services provided to Client at any time after five (5) years from the date Counsel ceased to perform any further substantive services to Client.

**VI. Commencement of Representation.** Counsel shall not be obligated to commence representation of Client until Counsel receives a copy of this Agreement signed by Client plus a retainer in the amount of $0.00. However, if Counsel does begin work or incur expenses on Client's behalf prior to such receipt, Client agrees to pay for such services and reimburse such expenses under the terms of this Agreement.

**VII. Professional Liability Insurance.** Counsel shall maintain professional liability insurance in an amount no less than two million dollars ($2,000,000.00) each claim, two million dollars ($2,000,000.00) aggregate.

**CLIENT:**
**TOWN OF PALMER LAKE:**

By: ______________________ 12/27/2019
Date

Title: MAYOR

**COUNSEL:**
**KROB LAW OFFICE, LLC**

By: ______________________ ____________
Date

Matthew Z. Krob
Scotty P. Krob
8400 E. Prentice Avenue
Penthouse
Greenwood Village, Colorado 80111
Phone: (303) 694-0099
Fax: (303) 694-5005

November 19, 2019

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

To The Board of Directors

We are pleased to confirm our understanding of the services we are to provide Town of Palmer Lake, Colorado District for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Palmer Lake, Colorado District as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Palmer Lake, Colorado District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Palmer Lake, Colorado District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Schedule of the District's Proportionate Share of Net Pension Liability
3) Schedule of Pension Contributions
4) Budgetary Comparison – General Fund

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

1) Budgetary Comparison Schedule
2) Non-major fund schedules
3) Local Highway Finance Report

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit of Town of Palmer Lake, Colorado District's financial statements. Our report will be addressed to The Board of Directors of Town of Palmer Lake, Colorado District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures—Compliance**

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

**Other Services**

We will also prepare the financial statements of Town of Palmer Lake, Colorado District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

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

**Engagement Administration, Fees, and Other**

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

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

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

We expect to begin our audit on at a mutually agreed time and to issue our reports no later than July 31, 2020. David Green, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $14,400. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

Green + Associates LLC

Green & Associates, LLC

RESPONSE:

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

Management signature: ____________________
Title: ____________________
Date: ____________________

Governance signature: ____________________
Title: ____________________
Date: ____________________

**MOTOROLA SOLUTIONS**

QUOTE-725459

Billing Address:
PALMER LAKE POLICE DEPT, TOWN OF
PO BOX 208
PALMER LAKE, CO 80133
US

Quote Date:11/11/2019
Expiration Date:02/09/2020
Quote Created By:
Alexandra Warble
Alexandra.Warble@motorolasolutions.com

Customer:
PALMER LAKE POLICE DEPT, TOWN OF
Jason Vanderpool
vanderpool@palmer-lake.org
(719) 481-2934

Contract: 19860 - NASPO

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|
| | APX™ 4000 Series | APX4000 | | | | |
| 1 | H51KDF9PW6AN | APX 4000 VHF MHZ MODEL 2 PORTABLE | 15 | $1,963.00 | $1,432.99 | $21,494.85 |
| 1a | Q811BR | ENH: SOFTWARE P25 CONVENTIONAL | 15 | $650.00 | $474.50 | $7,117.50 |
| 1b | H885BK | ADD: 3Y ESSENTIAL SERVICE | 15 | $90.00 | $90.00 | $1,350.00 |
| 2 | PMMN4065A | MICROPHONE,IMPRES RSM, IP57 | 15 | $106.70 | $77.89 | $1,168.35 |
| 3 | PMPN4284A | CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA | 1 | $655.00 | $478.15 | $478.15 |
| 4 | Trade-In | Expiration Date: 11/30/2019 | 1 | -$9,000.00 | -$9,000.00 | -$9,000.00 |
| 5 | M22KSS9PW1AN | APX4500 VHF | 4 | $1,564.00 | $1,141.72 | $4,566.88 |
| 5a | G442AJ | ADD: APX O5 CONTROL HEAD | 4 | $432.00 | $315.36 | $1,261.44 |
| 5b | GA00235AA | ADD: NO GPS ANTENNA NEEDED APX | 4 | $0.00 | $0.00 | $0.00 |

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|---|---|---|---|---|---|---|
| 5c | G444AH | ADD: APX CONTROL HEAD SOFTWARE | 4 | $0.00 | $0.00 | $0.00 |
| 5d | W22BA | ADD: STD PALM MICROPHONE APX | 4 | $72.00 | $52.56 | $210.24 |
| 5e | G301AD | ADD: 3BD ANT 136-174MHZ | 4 | $38.50 | $28.11 | $112.44 |
| 5f | G67CZ | ADD: O5 REMOTE MOUNT | 4 | $297.00 | $216.81 | $867.24 |
| 5g | Q811BU | ADD: SOFTWARE P25 CONVENTIONAL | 4 | $650.00 | $474.50 | $1,898.00 |
| 5h | G142AD | ADD: NO SPEAKER APX | 4 | $0.00 | $0.00 | $0.00 |
| 5i | G24AX | ENH: 3 YEAR ESSENTIAL SVC | 4 | $131.00 | $131.00 | $524.00 |
| 6 | Trade-In | Expiration Date: 11/30/2019 | 1 | -$2,400.00 | -$2,400.00 | -$2,400.00 |

**Grand Total** $29,649.09(USD)