



Board of Trustees Meeting

Thursday, July 9, 2026

Regular Meeting at 6:00 PM

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

[*Live Stream Link*](#)

Agenda

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

The Board welcomes public comment on Town-related matters. Speakers must sign in, be recognized by the mayor, and state their name and address for the record. Comments are limited to three (3) minutes per speaker, per topic, and must be directed to the Board as a whole. The Board will listen but will not respond or take action during public comment. Written comments (one page maximum) may be submitted to Info@Palmer-Lake.org at least 24 hours before the meeting. Civility is expected. For disability accommodation, contact the Town at 719-481-2953 at least 48 hours before the meeting.

Call to Order and Roll Call

Invocation

Pledge of Allegiance

Presentations

1. American Discovery 250 Relay

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.

2. Monthly Financials May 2026
3. Meeting Minutes from June 18, 2026, Special Meeting
4. Meeting Minutes from June 25, 2026, Special Meeting
5. Meeting Minutes from June 25, 2026, Regular Meeting
6. Meeting Minutes from July 2, 2026, Special Meeting

Staff/Department Reports

7. Administration
8. Police
9. Town Clerk/Administrative Supervisor/Treasurer
10. Water
11. Public Works including Roads and Park Maintenance
12. Fire

Business Items

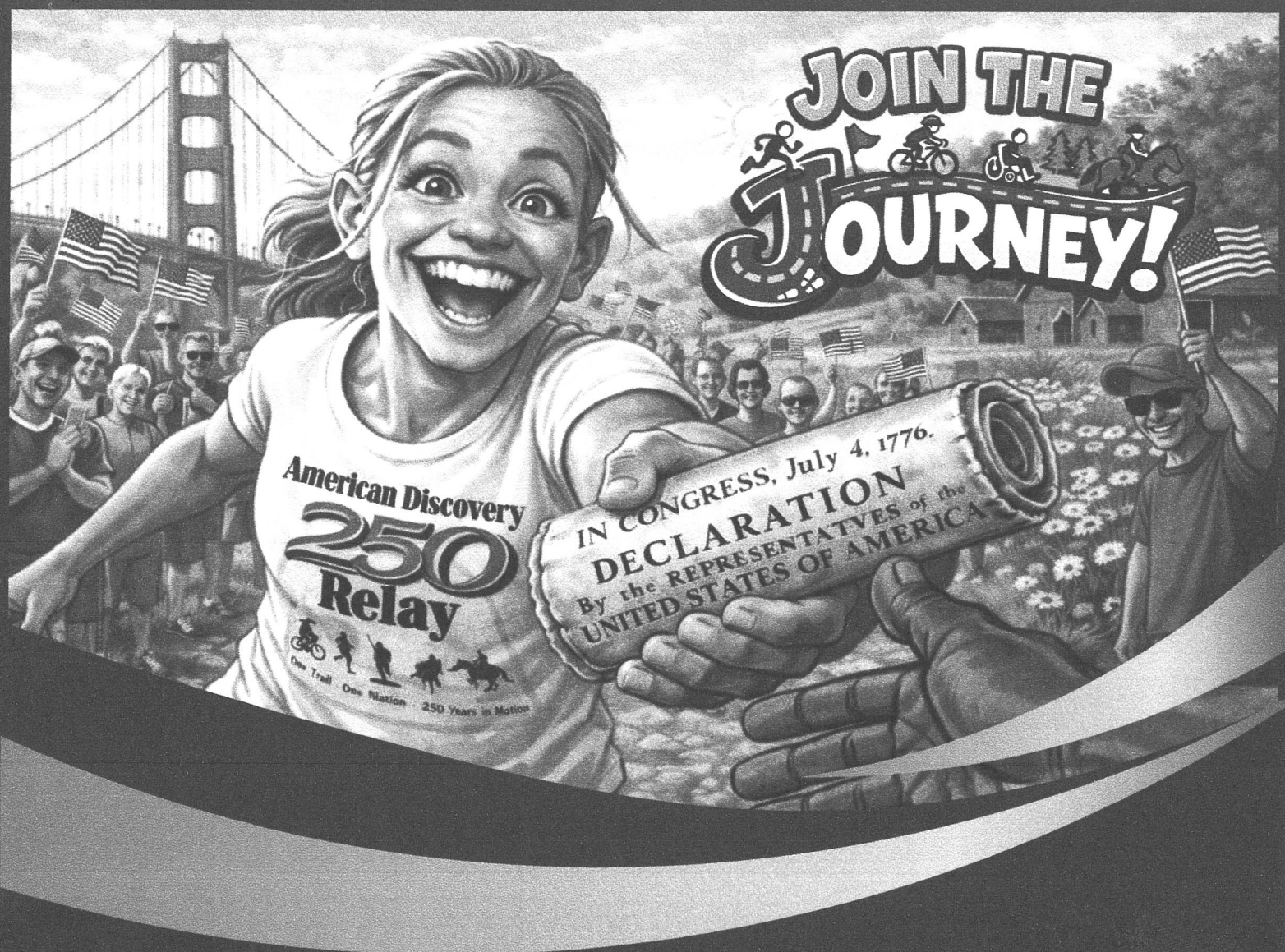
13. Discussion, review, and possible action regarding proposals received in response to the Request for Proposals (RFP) for General Legal Counsel services.
14. Discussion, review, and possible action regarding approval of an amendment to the SAFEBuilt contract.
15. Discussion, review, and possible action regarding a resolution calling a Coordinated Election to be held on November 3, 2026.
16. Discussion, review, and possible action regarding strategies to support the retention of Town employees, contractors, legal counsel, consultants, and other representatives of the Town.

Public Comment for Items Not on the Agenda

Board Reports

Next Meeting and Future Items

Adjourn



AMERICAN DISCOVERY 250 RELAY SPONSORSHIPS

A COAST-TO-COAST 6,800 MILE RELAY TO
CELEBRATE AMERICA

PARTNERING FOR IMPACT, GROWTH, AND VISIBILITY

ERIC HOWARD, EXECUTIVE DIRECTOR
AMERICAN DISCOVERY TRAIL SOCIETY
TEL: 800-663-ADTS (663-2387)

JULY-NOV 2026

American Discovery 250 Relay

One Trail • One Nation • 250 Years in Motion



AMERICAN DISCOVERY TRAIL

WHAT IS THE AMERICAN DISCOVERY 250 RELAY?

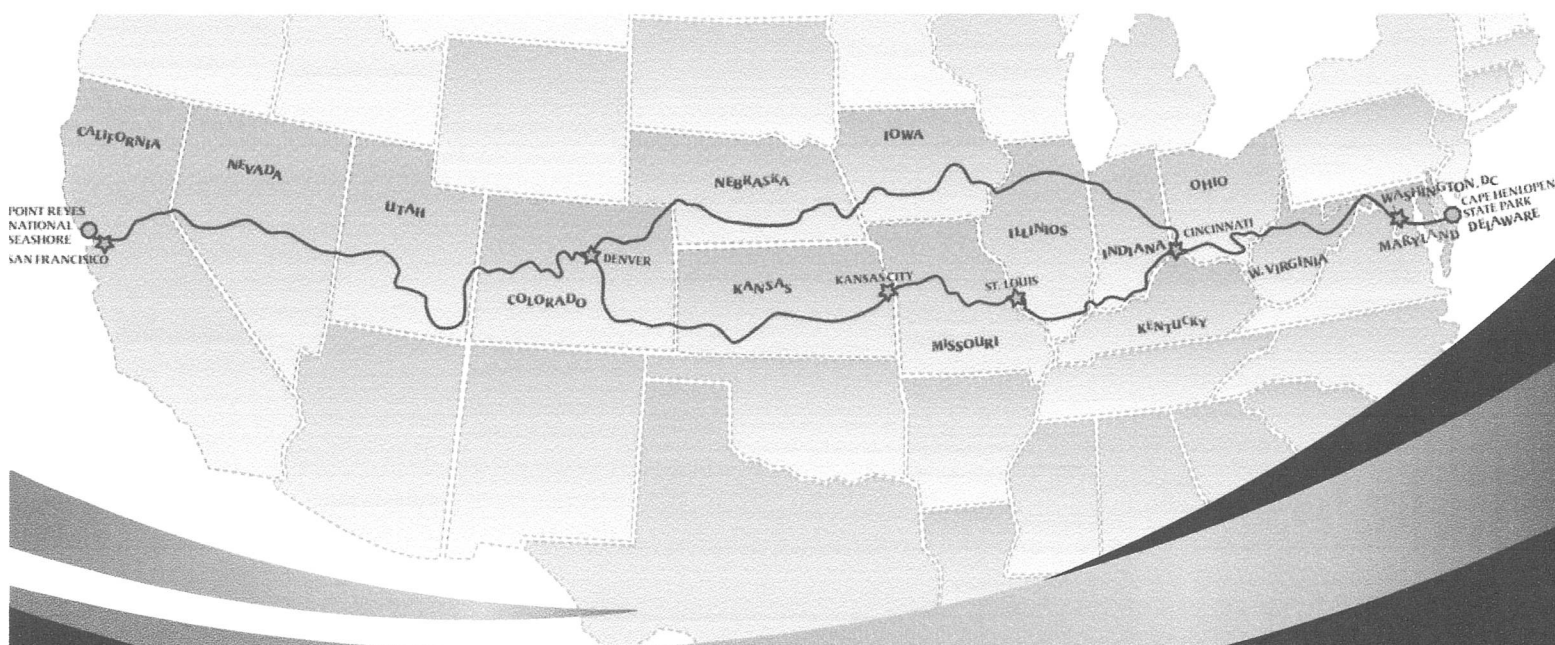
As part of the America250 celebrations, the American Discovery Trail Society is coordinating a nationwide relay along the entire 6800+ mile American Discovery Trail (ADT) from California to Delaware. The event is entitled ***"American Discovery 250 Relay: One Trail • One Nation • 250 Years in Motion"***.

Join us in uniting the country with a coast-to-coast program that starts on the 4th of July and ends on Thanksgiving.

We are seeking sponsors and entities to host local events.

The American Discovery Trail Society aims to recruit thousands of people to pass the baton across our land, and through a variety of non-motorized means including running, walking, wheelchair, biking and horseback riding. Individuals, families, groups and businesses will be encouraged to take part.

The map below shows the unique route of the ADT, including the "Heartland Loop." The relay will split into two from Denver, CO and reunite in Cincinnati, OH.



ABOUT THE RELAY

IT'S AMERICA'S
250TH ANNIVERSARY

CELEBRATE AMERICA
COAST TO COAST

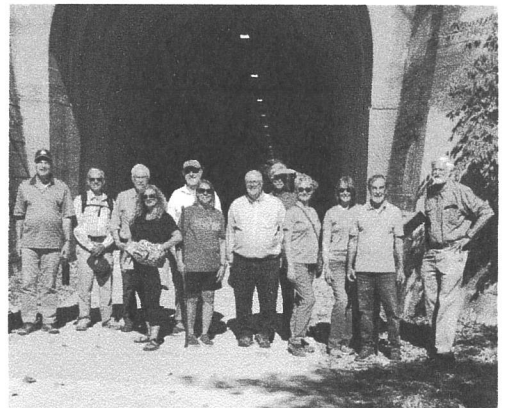
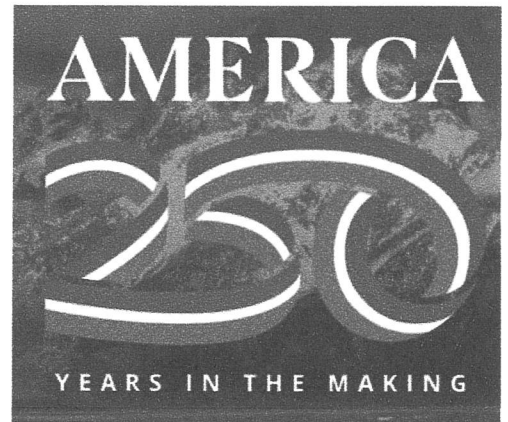
Currently celebrating its 35th anniversary, the American Discovery Trail is the second-longest trail in the world, going from sea to shining sea. Across the 15 states the route traverses, travelers enjoy many different ecosystems, historic sites, and cultural venues, while experiencing large cities, small towns, and wilderness areas. The trail and relay promote local resources, and users contribute to local economies, staying in overnight accommodations, dining in restaurants, and shopping in a wide range of businesses.

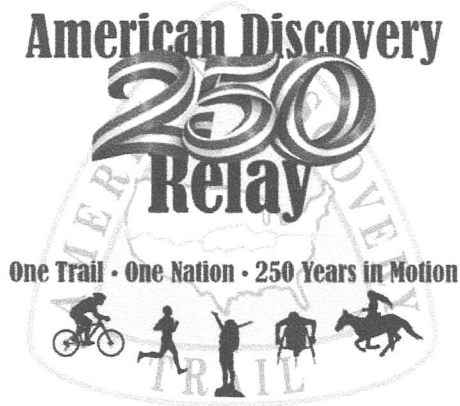
EVENT OBJECTIVES

We want to celebrate America and we want to celebrate the many communities that host the trail and the businesses, agencies, and others that care about the outdoors.

The ADT is one of the top three trails in the world in terms of distance. While the Trans Canada is #1, the ADT is longer than the E1 from Nordkapp, Norway to southern Sicily.

- **BOOST LOCAL TOURISM**
- **PROMOTE LOCAL AND NATIONAL BRANDS**
- **SUPPORT OUTDOOR RECREATION**





WHY SPONSOR THE RELAY?

THE VALUE OF YOUR SPONSORSHIP

The American Discovery Trail is a national resource and the relay later this year will provide benefits to local residents, towns, local businesses, national corporations, land managers, educational institutions and others who care about the outdoors and enjoyment of nature, public education and health, and tourism and local economic development.

● TARGETED EXPOSURE

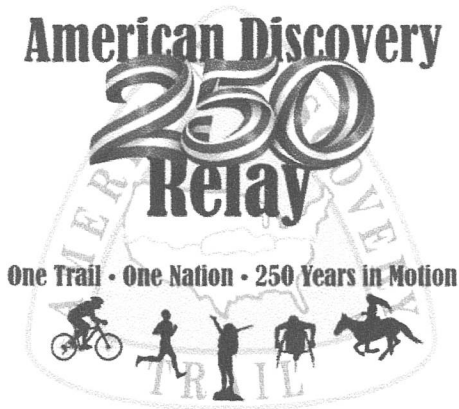
While the trail passes near the homes of 40 million people, and because 2026 is the 250th Anniversary of the American Revolution, we have the ability to share stories even more broadly within the USA as well as further afield.

● MULTI-CHANNEL PROMOTION

The dates – the 4th of July to Thanksgiving – were specifically chosen to use America's history and culture as a way to enhance promotion across multiple channels – print media, social media, radio and television and person-to-person relationships.

● NATIONAL AND LOCAL INTEREST

The American discovery Trail passes through 325+ communities as well as dozens of national parks and local recreation areas. Major metro areas include San Francisco, Denver, St. Louis, Kansas City, Chicago, Cincinnati, and Washington. It also passes through or near eight state capitals, creating opportunities for engaging with legislators, governors, and other leaders, such as heads of state agencies.



SPONSORSHIP OPPORTUNITIES

FLEXIBLE SPONSORSHIP LEVELS TAILORED TO YOU

Several dozen sponsors will be our partner in promoting our respective contributions to community, the outdoors, the relay, the Discovery Trail. There will be opportunities to distribute materials nationwide, and we are working on various programs for strong virtual engagement.

With you, we will create meaningful opportunities to reach local or national audiences – those who love the outdoors. Sponsors will reach everyone from public officials and government agency leaders to heads of local companies, and community-based organizations, and of course the public. ADTS will recognize all sponsors and partners, promoting their support across our platforms and in partnership with you. The relay will have a wide reach, engaging trail enthusiasts, advocates and professionals nationwide.

● PLATINUM SPONSORS

We anticipate two to four platinum sponsors - entities that provide significant in-kind contributions or serve as a key underwriter of the this unique coast-to-coast relay.

**\$25,000 -
\$100,000**

● GOLD SPONSORS

Gold sponsors - cash or in-kind - are key partners in making the ADT 250 Relay a success. Recognition can be customized to help meet their unique needs in terms of brand, customer base, history, etc.

**\$10,000 -
\$25,000**

● COMMUNITY SPONSORS

Community sponsors and hosts are key local partners and will be recognized at the local, state or regional level. As the trail is 6,800 miles long, sponsors at the \$6,800 level will be promoted nationally.

**\$600-
\$6,800**



LET'S CONNECT

JOIN US AS A SPONSOR

The American Discovery 250 Relay begins in July 2026 in California, so prospective sponsors should contact us as soon as possible to be added to our press releases and outreach. The relay will cross the Mississippi in late summer, and we will reach Delaware in November. We will be accepting new sponsors and promoting them throughout the summer and fall, but the earlier you commit the longer we have the ability to promote your affiliation with the relay and the American Discovery Trail.



800-663-ADTS (663-2387)



On Facebook



ehoward@discoverytrail.org



www.discoverytrail.org



TOWN OF PALMER LAKE
Financial Statements
May 2026
Unaudited



Schedule of Cash Position May 2026

TOWN OF PALMER LAKE**Schedule of Cash Position****May 31, 2026****UNAUDITED**

FINANCIAL INSTITUTION	ACCOUNT NAME	CHECKING / SAVINGS	BANK RATE	BALANCE
GENERAL FUND				
GENERAL FUND OPERATING:				
Community Banks of CO	General Fund Operating	Checking	n/a	\$ 1,351,403
GENERAL FUND RESERVES:				
Colorado Trust (ColoTrust) <i>* Operating Reserve - 3 months (\$775,497)</i>	General Fund Reserve	Savings	3.77%	\$ 3,283,177
Colorado Trust (ColoTrust)	Police Reserve	Savings	3.77%	\$ 23,832
Colorado Trust (ColoTrust)	Fire Reserve	Savings	3.77%	\$ 71,289
Colorado Trust (ColoTrust)	Roads Reserve	Savings	3.77%	\$ 11,872
Colorado Trust (ColoTrust)	GF Parks Reserve	Savings	3.77%	\$ 156,867
General Fund Reserves Subtotal				\$ 3,547,037
General Fund Accounts Total				\$ 4,898,440
WATER ENTERPRISE FUND				
WATER FUND OPERATING:				
Community Banks of CO <i>* Includes anticipated 2026 capital outlays (\$496,000)</i>	Water Fund Operating	Checking	n/a	\$ 1,100,508
WATER FUND RESERVES:				
Colorado Trust (ColoTrust)	Water Reserve	Savings	3.77%	\$ 331,333
Total				\$ 1,431,841
WATER ENTERPRISE CAPITAL FUND				
WATER FUND RESERVES:				
Colorado Trust (ColoTrust)	Water Capital Reserve	Savings	3.77%	\$ 586,619
RESTRICTED FUNDS:				
Colorado Trust (ColoTrust)	Water Loan Reserve	Savings	3.77%	\$ 234,451
Total				\$ 821,070
CONSERVATION TRUST FUND				
CONSERVATION TRUST FUND:				
Colorado Trust (ColoTrust)	CTF Reserve	Savings	3.77%	\$ 85,588
Total				\$ 85,588



Financial Reports

May 2026

TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND For the Five Months Ended May 31, 2026 UNAUDITED

	2026 Original Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
REVENUE				
Taxes	\$ 3,518,842	\$ 1,749,604	\$ (1,769,238)	50%
Fees and Licenses	234,750	83,657	(151,093)	36%
Fines	48,000	15,035	(32,965)	31%
Interest	121,480	50,070	(71,410)	41%
Departmental	131,900	135,866	3,966	103%
Grants and Donations	1,365,334	49,360	(1,315,974)	4%
Developer Reimbursements	-	4,354	4,354	0%
Miscellaneous	29,600	25,938	(3,662)	88%
Other Financing Sources	385,000	-	(385,000)	0%
Total Revenue	5,834,906	2,113,885	(3,721,021)	36%
EXPENDITURES				
Administration				
Salaries and Benefits	325,586	116,275	209,311	36%
Professional Services	407,450	220,810	186,640	54%
Administrative/Operations	356,229	115,611	240,618	32%
Capital Outlays	20,000	14,021	5,979	70%
Total Administration	1,109,265	466,717	642,548	42%
Police Department				
Salaries and Benefits	1,388,905	501,528	887,377	36%
Professional Services	157,100	21,008	136,092	13%
Administrative/Operations	162,100	64,435	97,665	40%
Capital Outlays	5,000	10,669	(5,669)	213%
Total Police Department	1,713,105	597,640	1,115,465	35%
Fire Department				
Salaries and Benefits	1,004,289	390,096	614,193	39%
Professional Services	17,500	17,782	(282)	102%
Administrative/Operations	139,650	52,049	87,601	37%
Capital Outlays	16,000	-	16,000	0%
Total Fire Department	1,177,439	459,928	717,511	39%
Public Works Department - Roads				
Salaries and Benefits	322,571	93,043	229,528	29%
Professional Services	26,800	10,705	16,096	40%
Administrative/Operations	181,650	37,753	143,897	21%
Capital Outlays	1,727,050	10,672	1,716,378	1%
Total Roads Department	2,258,071	152,172	2,105,899	7%
Public Works Department - Parks				
Administrative/Operations	64,050	13,145	50,905	21%
Capital Outlays	16,000	6,059	9,941	38%
Total Parks Department	80,050	19,204	60,846	24%
Total Expenditures	6,337,930	1,695,660	4,642,270	27%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(503,024)	418,225	921,249	
OTHER FINANCING SOURCES (USES)				
Use of Fund Balance - Reserve	-	-	-	0%
Total Other Financing Sources (Uses)	-	-	-	0%
NET CHANGE IN FUND BALANCE	\$ (503,024)	418,225	\$ 921,249	-83%
FUND BALANCE - BEGINNING OF YEAR		5,348,712		
FUND BALANCE - END OF PERIOD		<u>\$ 5,766,937</u>		

Recommended Operating Reserve - 3 months

775,497

TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL WATER ENTERPRISE FUND For the Five Months Ended May 31, 2026 UNAUDITED

	2026 Original Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
REVENUE				
Water Billing	\$ 1,109,736	\$ 489,424	\$ (620,312)	44%
Water Meter/Parts	1,700	-	(1,700)	0%
Late Fees/Service Fees	16,000	8,326	(7,674)	52%
Interest	12,188	5,137	(7,051)	42%
Total Revenue	<u>1,139,624</u>	<u>502,887</u>	<u>(636,737)</u>	<u>44%</u>
EXPENDITURES				
Salaries and Benefits	488,734	149,652	339,082	31%
Professional Services	121,500	48,621	72,879	40%
Administrative/Operations	510,450	207,995	302,455	41%
Other Uses	902,575	-	902,575	0%
Total Expenditures	<u>2,023,259</u>	<u>406,267</u>	<u>1,616,992</u>	<u>20%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (883,635)</u>	<u>96,620</u>	<u>\$ 980,255</u>	<u>-11%</u>
FUND BALANCE - BEGINNING OF YEAR		<u>1,680,773</u>		
FUND BALANCE - END OF PERIOD		<u><u>\$ 1,777,393</u></u>		

TOWN OF PALMER LAKE

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

For the Five Months Ended May 31, 2026
UNAUDITED

	2026 Original Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
REVENUE				
Water Improvement Fee	\$ 61,994	\$ 27,817	\$ (34,177)	45%
Water Loan	468,452	174,148	(294,305)	37%
Water Tap Fees	52,564	-	(52,564)	0%
Interest	30,038	12,731	(17,307)	42%
Other Financing Sources	902,575	-	(902,575)	0%
Total Revenue	<u>\$ 1,515,622</u>	<u>\$ 214,695</u>	<u>\$ (1,300,927)</u>	<u>14%</u>
EXPENDITURES				
Capital Outlays	496,000	5,428	490,572	1%
Debt Service	211,887	86,570	125,318	41%
Total Expenditures	<u>707,887</u>	<u>91,998</u>	<u>615,889</u>	<u>13%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 807,735</u>	<u>122,697</u>	<u>\$ (685,038)</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>-</u>		
FUND BALANCE - END OF PERIOD		<u>122,697</u>		
Less: Restricted Operating Reserve - 3 months		(216,571)	*	
FUND BALANCE - END OF PERIOD - Unrestricted		<u><u>\$ (93,874)</u></u>		

**CWR&PDA Loan Requirement*

TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND For the Five Months Ended May 31, 2026 UNAUDITED

	2026 Original Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
REVENUE				
State Shared Revenue	\$ 32,000	\$ 19,089	\$ (12,911)	60%
Interest	2,963	1,184	(1,778)	40%
Total Revenue	<u>34,963</u>	<u>20,274</u>	<u>(14,689)</u>	<u>58%</u>
EXPENDITURES				
Salaries and Benefits	11,087	-	11,087	0%
Administrative/Operations	20,900	8,836	12,064	42%
Capital Outlays	43,000	20,827	22,174	48%
Total Expenditures	<u>74,987</u>	<u>29,663</u>	<u>45,324</u>	<u>40%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (40,025)</u>	<u>(9,389)</u>	<u>\$ 30,635</u>	<u>23%</u>
FUND BALANCE - BEGINNING OF YEAR		<u>65,536</u>		
FUND BALANCE - END OF PERIOD - Restricted		<u><u>\$ 56,147</u></u>		



Accounts Payable Reports May 2026

Ranges:	From:	To:		From:	To:
Checkbook ID	COBANK-CKG 9495	COBANK-CKG 9495	Number	First	Last
Description	First	Last	Date	5/1/2026	5/31/2026
User-Defined 1	First	Last	Type	Withdrawal	Withdrawal

Sorted By: Date
Include Trx: Reconciled, Unreconciled, Voided

* Voided transaction ^ Cleared amount is different than posted amount

Checkbook ID	Description	User-Defined 1		Current Balance		
Number	Date	Type	Paid To/Rcvd From	Reconciled	Origin	Payment Deposit
COBANK-CKG 9495	COBANK CHECKING 9495					\$1,294,981.41
WDL000002913	5/4/2026	WDL	Card Connect	Yes	CMTRX00000278	\$329.19
WDL000002914	5/4/2026	WDL	Card Connect	Yes	CMTRX00000278	\$72.41
WDL000002908	5/5/2026	WDL	WEX Fuel	Yes	CMTRX00000278	\$5,382.16
WDL000002911	5/6/2026	WDL	PCS	Yes	CMTRX00000278	\$2,059.11
WDL000002904	5/7/2026	WDL	CORE Electric	Yes	CMTRX00000278	\$8,710.03
WDL000002906	5/7/2026	WDL	Humana	Yes	CMTRX00000278	\$2,329.22
WDL000002909	5/7/2026	WDL	FPPA	Yes	CMTRX00000278	\$15,531.22
WDL000002905	5/8/2026	WDL	Health Equity	Yes	CMTRX00000278	\$5.00
WDL000002895	5/11/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$138.41
WDL000002907	5/12/2026	WDL	Pinnacol Assurance	Yes	CMTRX00000278	\$5,986.00
WDL000002915	5/12/2026	WDL	Card Connect	Yes	CMTRX00000278	\$150.00
WDL000002896	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$68.76
WDL000002897	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$50.01
WDL000002898	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$94.78
WDL000002899	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$43.96
WDL000002900	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$60.90
WDL000002901	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$86.32
WDL000002902	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$87.52
WDL000002903	5/13/2026	WDL	Black Hills Energy	Yes	CMTRX00000278	\$30.65
WDL000002916	5/13/2026	WDL	Card Connect	Yes	CMTRX00000278	\$150.00
WDL000002919	5/14/2026	WDL	PR 5/15/26	Yes	CMTRX00000279	\$95,959.11
WDL000002918	5/18/2026	WDL	Visa Cardmember Services	Yes	CMTRX00000278	\$3,733.05
WDL000002882	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$233.27
WDL000002883	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$102.08
WDL000002884	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$99.29
WDL000002885	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$98.36
WDL000002886	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$102.08
WDL000002887	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$163.82
WDL000002888	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$104.33
WDL000002889	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$93.71
WDL000002890	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$129.82
WDL000002891	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$140.53
WDL000002892	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$125.17
WDL000002893	5/21/2026	WDL	Amcobi	Yes	CMTRX00000278	\$1,740.47
WDL000002917	5/21/2026	WDL	Card Connect	Yes	CMTRX00000278	\$915.00
WDL000002912	5/22/2026	WDL	PCS	Yes	CMTRX00000278	\$2,235.31
WDL000002910	5/26/2026	WDL	FPPA	Yes	CMTRX00000278	\$15,680.46
WDL000002894	5/27/2026	WDL	Anthem	Yes	CMTRX00000278	\$20,857.08
WDL000002920	5/28/2026	WDL	PR 5/29/26	Yes	CMTRX00000279	\$89,289.67

39 Transaction(s)

39 Total Transaction(s)

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	5/1/2026
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		5/31/2026

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
51652	AIRGAS	AIRGAS USA, LLC	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$123.32
51653	BIGOTIRES	LEEDS WEST GROUPS DBA BIG O TI	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$222.29
51654	BLADESGROUP	BLADES GROUP LLC	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$2,239.00
51655	CHRISKEOUGH	CHRIS KEOUGH	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$3,865.36
51656	CINTAS	CINTAS	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$45.89
51657	COLORADOANALYTI	COLORADO ANALYTICAL LAB	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$1,618.00
51658	COLORADODOR	Colorado Department of Revenue	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$540.58
51659	HEROINDUSTRIES	HERO INDUSTRIES, INC	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$890.00
51660	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$1,804.36
51661	HYDROCORP	HYDROCORP INC	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$459.45
51662	L.N.CURTISANDSO	L.N. CURTIS AND SONS	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$58.29
51663	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$4,500.00
51664	MIDLAND	Midland Credit Management, Inc	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$458.94
51665	SPRINGSMOUNTAIN	Springs Mountain Water	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$60.85
51666	T2SYSTEMS	T2 SYSTEMS CANADA INC.	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$105.00
51667	UNIONPACIFICRAI	UNION PACIFIC RAILROAD COMPANY	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$61.25
51668	UNCC	UTILITY NOTIFICATION CENTER OF	5/7/2026	COBANK-CKG 9495	PMCHK00000285	\$33.19
51670	ACTIVE911,INC.	Active911, Inc.	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$416.25
51671	ALERT360	ALERT 360	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$32.03
51672	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,925.00
51673	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$70.00
51674	CKT	COMMON KNOWLEDGE TECHNOLOGY	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$5,552.80
51675	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$8,882.00
51676	COREANDMAIN	CORE & MAIN LLP	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,829.04
51677	EMPLOYERSCOUNCI	EMPLOYERS COUNCIL	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$4,492.17
51678	ESO	ESO SOLUTIONS, INC.	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$2,651.56
51679	GALLS	GALLS, LLC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,355.94
51680	INTERSTATECHEMI	INTERSTATE CHEMICAL CO., INC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$535.66
51681	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$281.15
* 51682	JVAM	JVAM PLLC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$38,079.50
51683	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$3,906.20
51684	BRANDL	Michael Brandl	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,250.00
51685	MONARCHMERCHAND	MONARCH MERCHANDISING	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$126.99
51686	MYFLEETCENTER	MYFLEETCENTER	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$112.17
51687	PALMERLAKESANIT	PALMER LAKE SANITATION	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,141.20
51688	PIKESPEAKCHIEFS	PIKES PEAK CHIEFS FORUM	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$100.00
51689	DPCINDUSTRIES	PVS DX, INC.	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$70.00
51690	REPUBLICSERVICE	REPUBLIC SERVICES #653	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$1,037.86
51691	TLECC	TIMBER LINE ELECTRIC & CONTROL	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$450.00
51692	YPTC	Your Part-Time Controller, LLC	5/14/2026	COBANK-CKG 9495	PMCHK00000286	\$12,371.25
51693	4RIVERSEQUIPMEN	4 RIVERS EQUIPMENT, LLC	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$1,073.73
51694	AT&TMOBILITY	AT & T MOBILITY	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$1,787.24
51695	CENTURYLINK	CENTURYLINK	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$655.99
51696	COLORADODOR	Colorado Department of Revenue	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$513.55
51697	CKT	COMMON KNOWLEDGE TECHNOLOGY	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$2,899.00
51698	GALLS	GALLS, LLC	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$127.12
51699	HINKLE&COMPANY	HINKLE & COMPANY, PC	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$2,415.00
51700	JRENGINEERING	JR ENGINEERING, LLC	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$350.00
51701	MIDLAND	Midland Credit Management, Inc	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$382.94
51702	OREILLY	O'Reilly Automotive, Inc.	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$160.86
51703	SHOEMAKERGHISEL	Shoemaker, Ghiselli & Schwartz	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$1,524.00
51704	TRILAKESCHAMBER	TRI-LAKES CHAMBER OF COMMERCE	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$250.00
51705	USABBLUEBOOK	USABBLUEBOOK	5/21/2026	COBANK-CKG 9495	PMCHK00000287	\$143.20
51706	ADAMSON	Adamson Police Products	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$372.66
51707	CBKCONSULTING	CBK CONSULTING LLC	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$3,000.00
51708	DIETZEANDDAVIS	Dietze and Davis, PC	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$1,890.00

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
51709	HIGHERSTANDARD	HIGHER STANDARD PAINTING COMPA	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$2,160.00
51710	HABITATMANAGEME	HMI, LLC	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$5,123.00
51711	LYONSGADDIS	LYONS GADDIS	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$106.50
51712	ORKIN	Orkin	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$699.51
51713	SYMBOLARTSLLC	SYMBOLARTS LLC	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$942.50
51714	THRIFTYTHRONES	THRIFTY THRONES	5/27/2026	COBANK-CKG 9495	PMCHK00000288	\$1,445.00
Total Checks:	62	Total Amount of Checks:				\$93,696.84



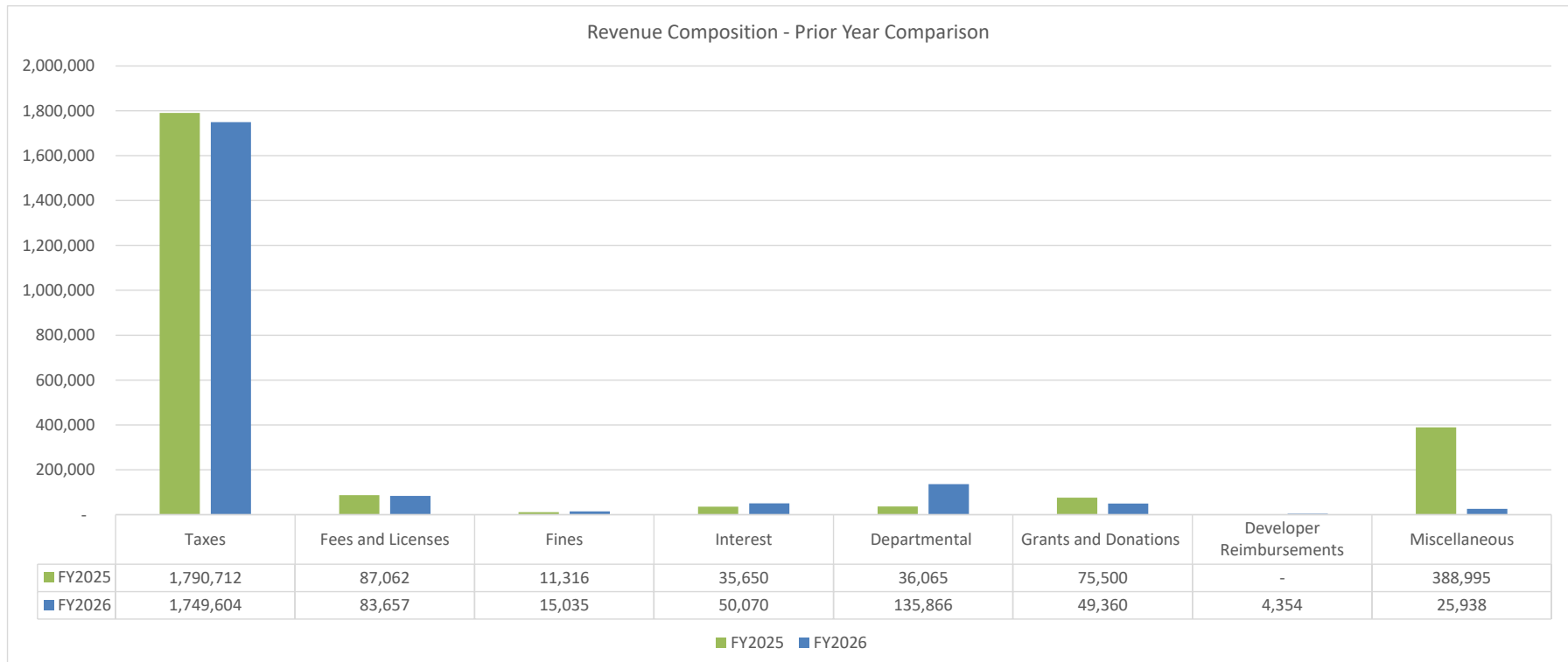
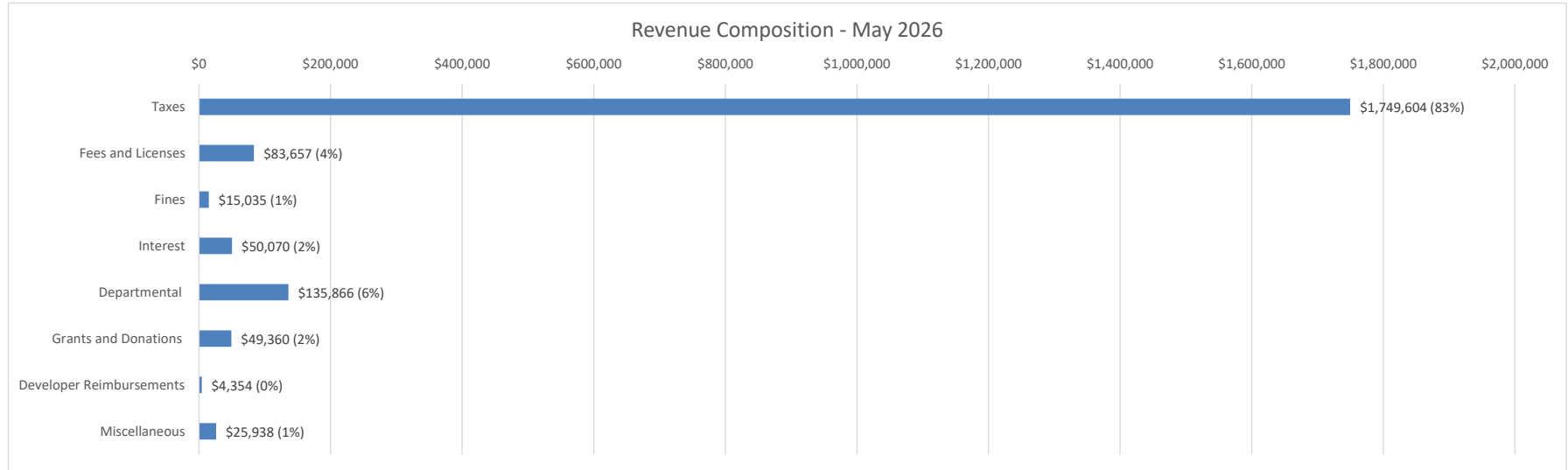
Charts

May 2026

TOWN OF PALMER LAKE

REVENUE CHARTS GENERAL FUND

For the Five Months Ended May 31, 2026
UNAUDITED



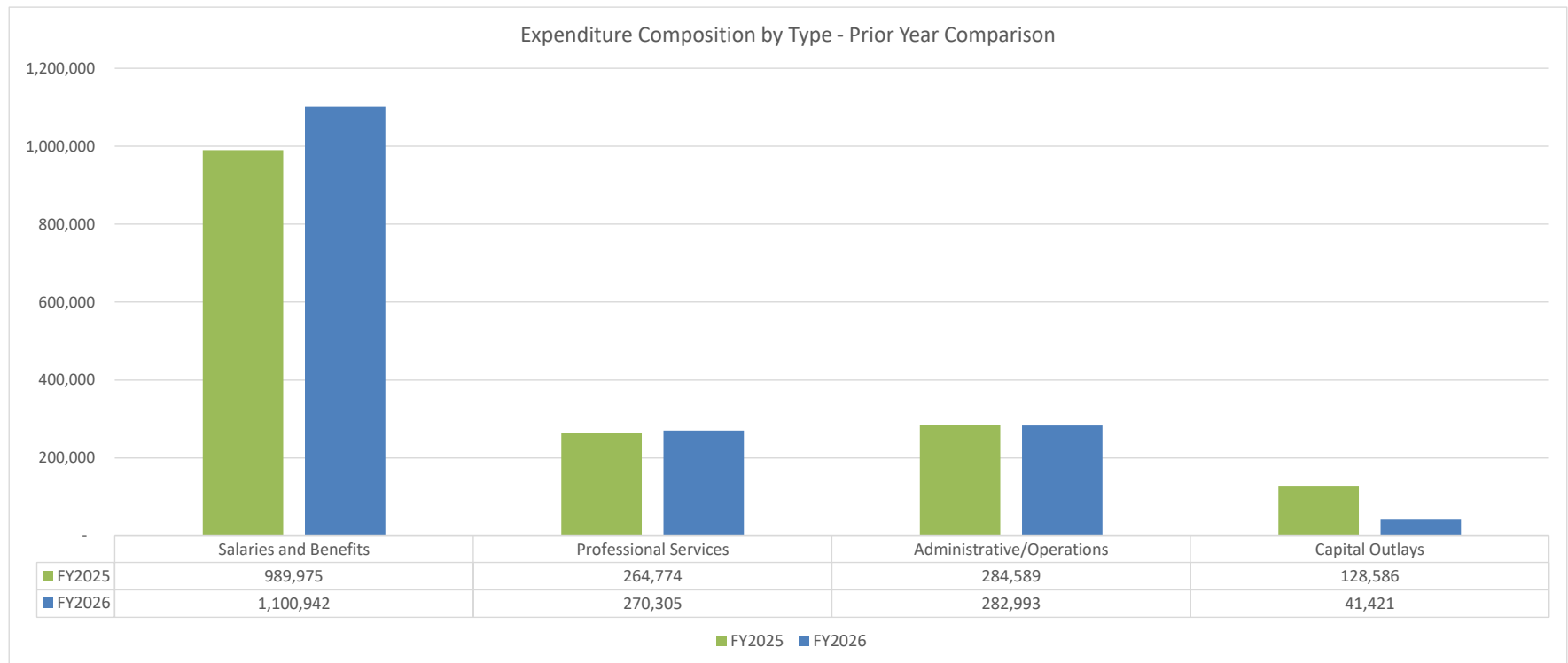
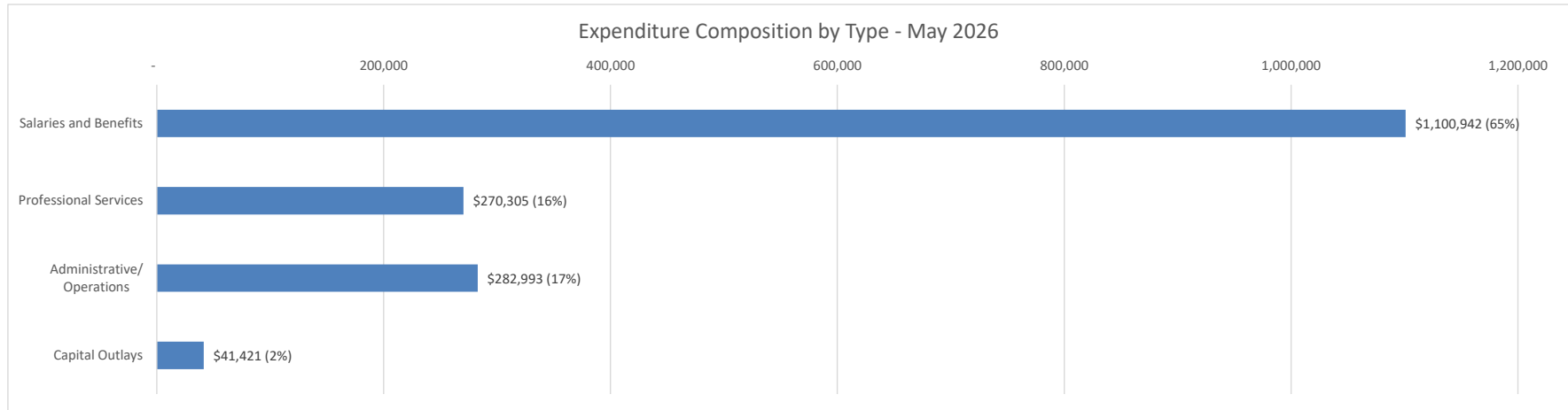
TOWN OF PALMER LAKE

EXPENDITURE CHARTS

GENERAL FUND

For the Five Months Ended May 31, 2026

UNAUDITED



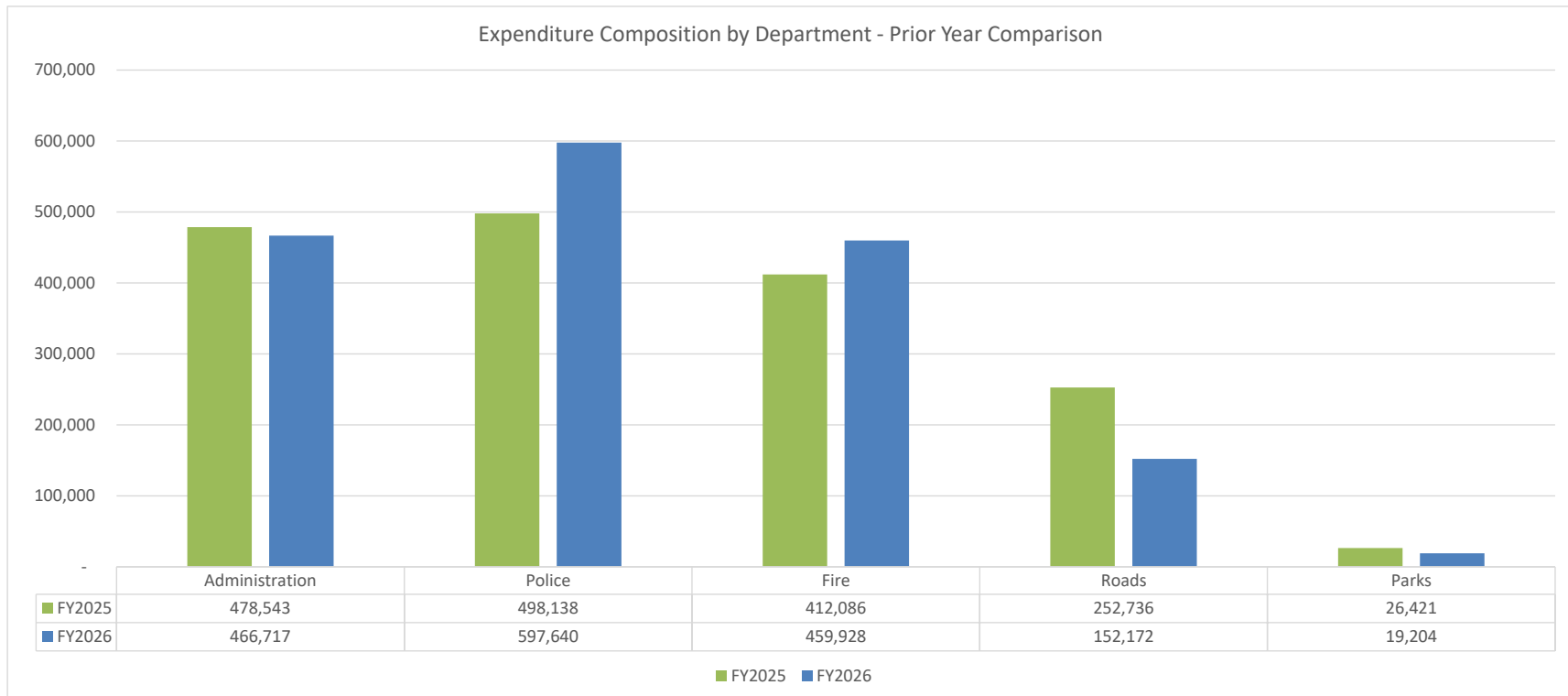
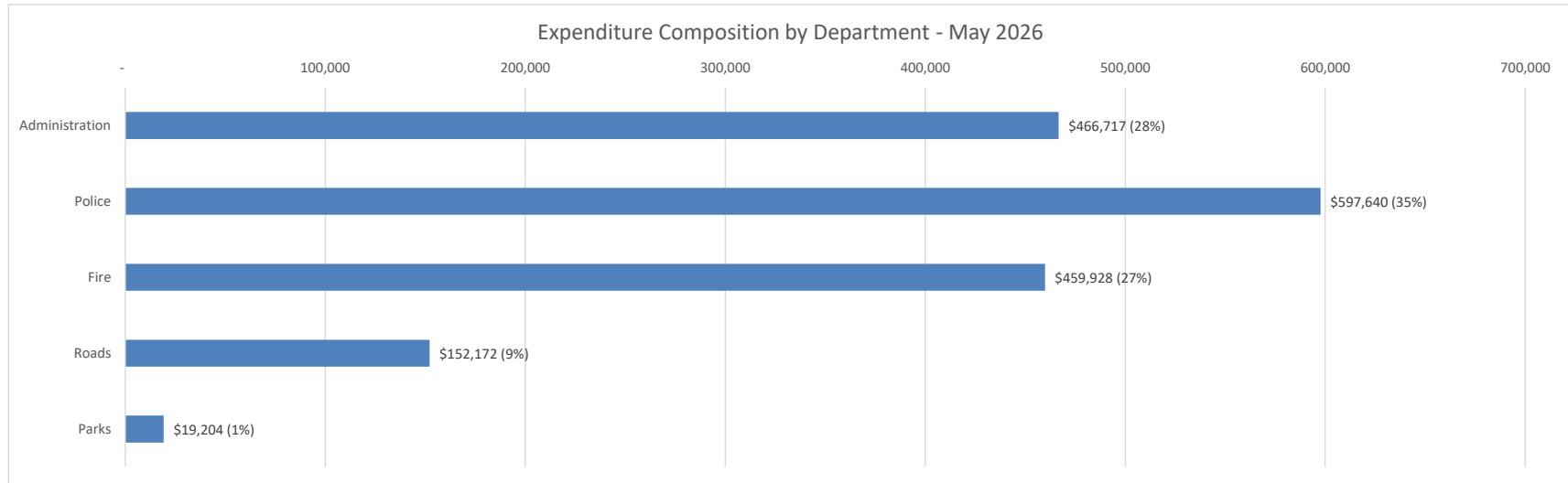
TOWN OF PALMER LAKE

EXPENDITURE CHARTS

GENERAL FUND

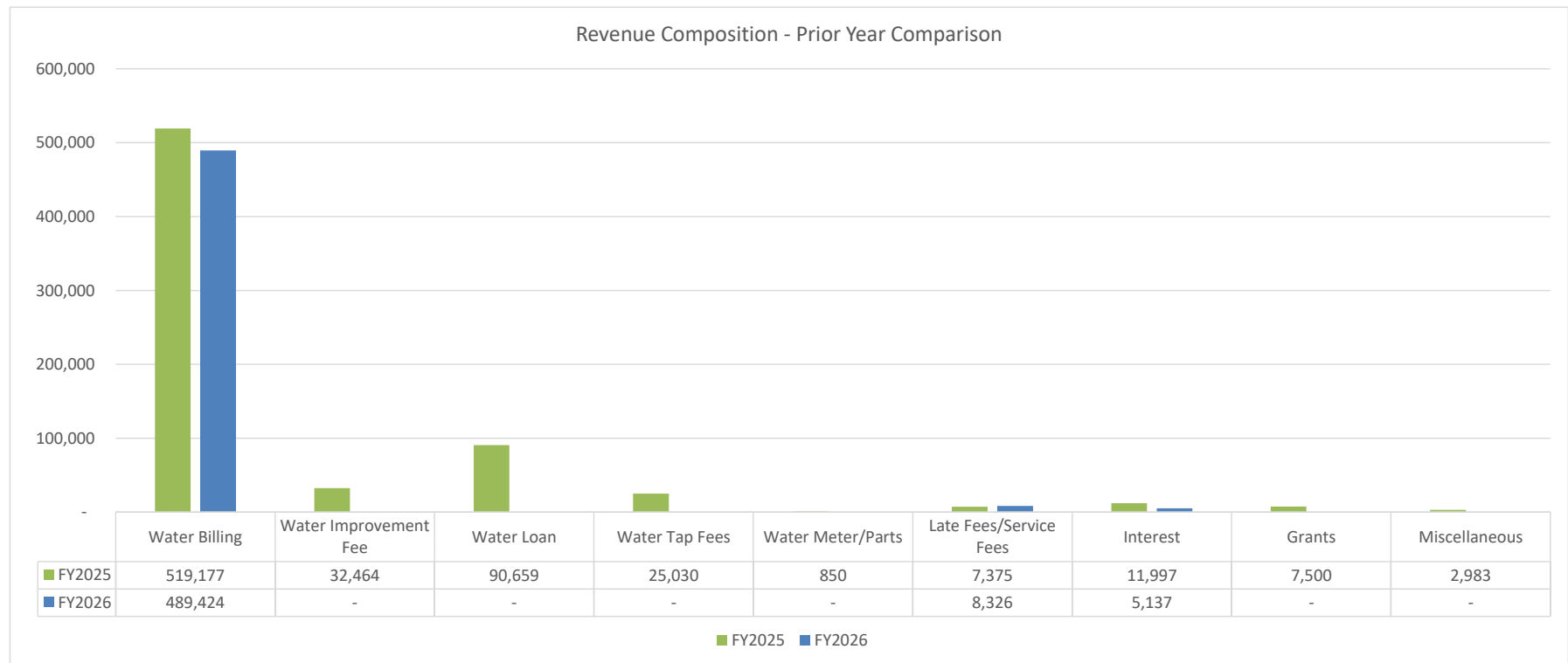
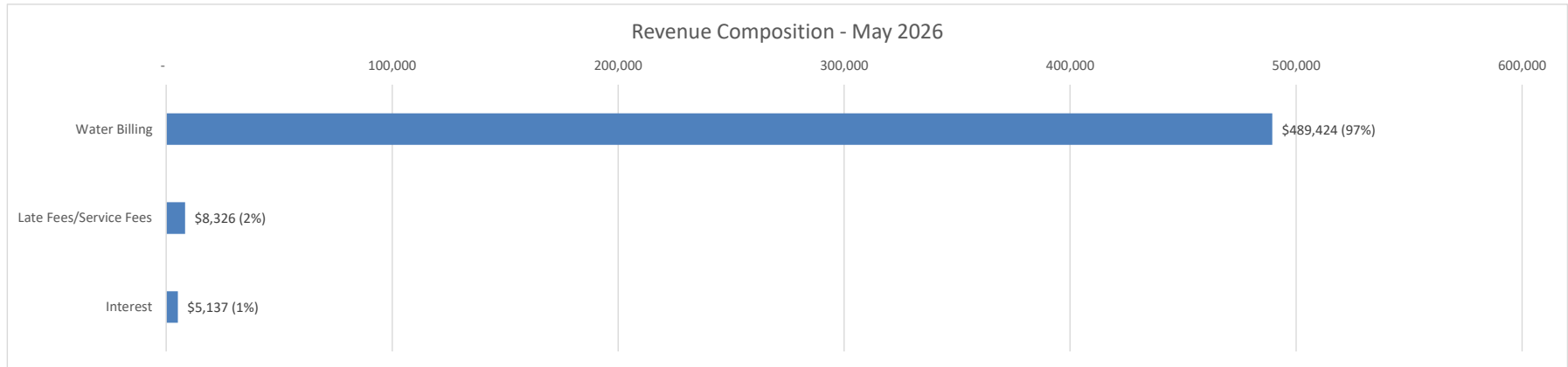
For the Five Months Ended May 31, 2026

UNAUDITED



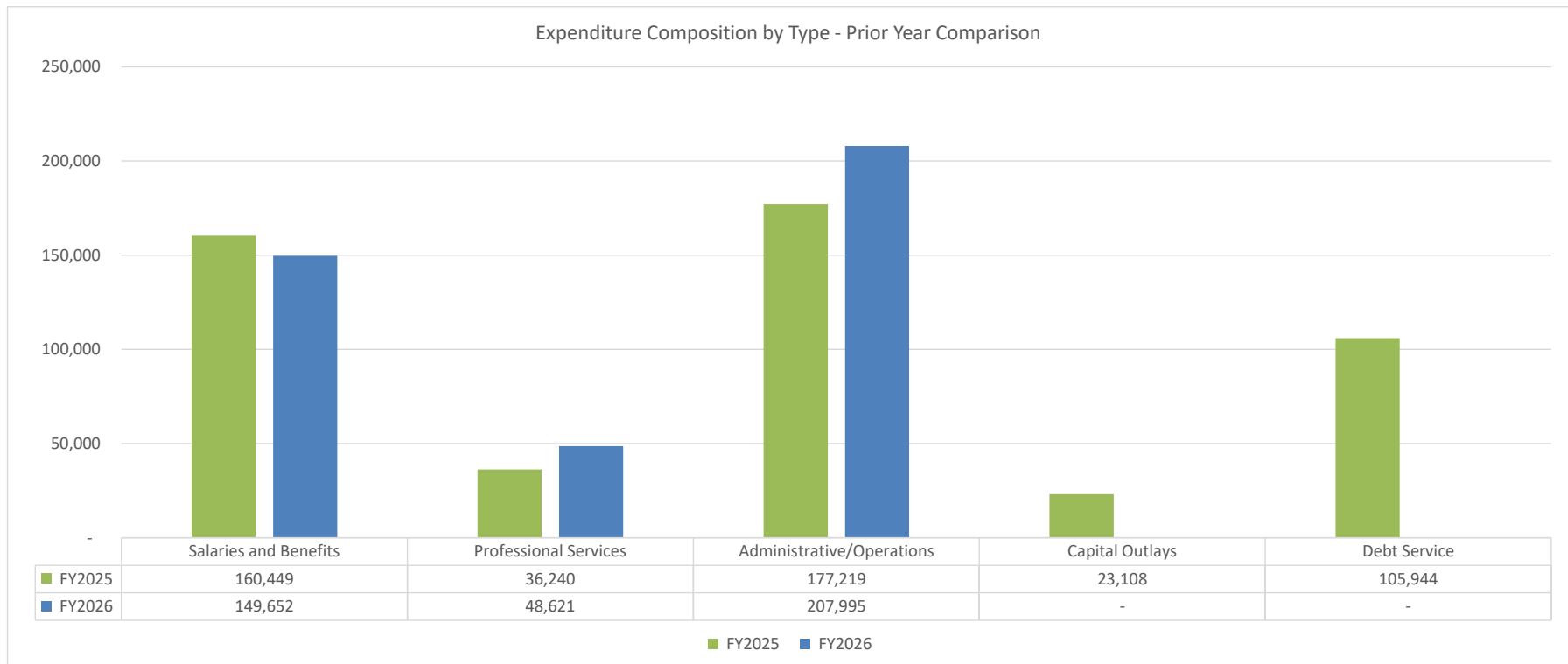
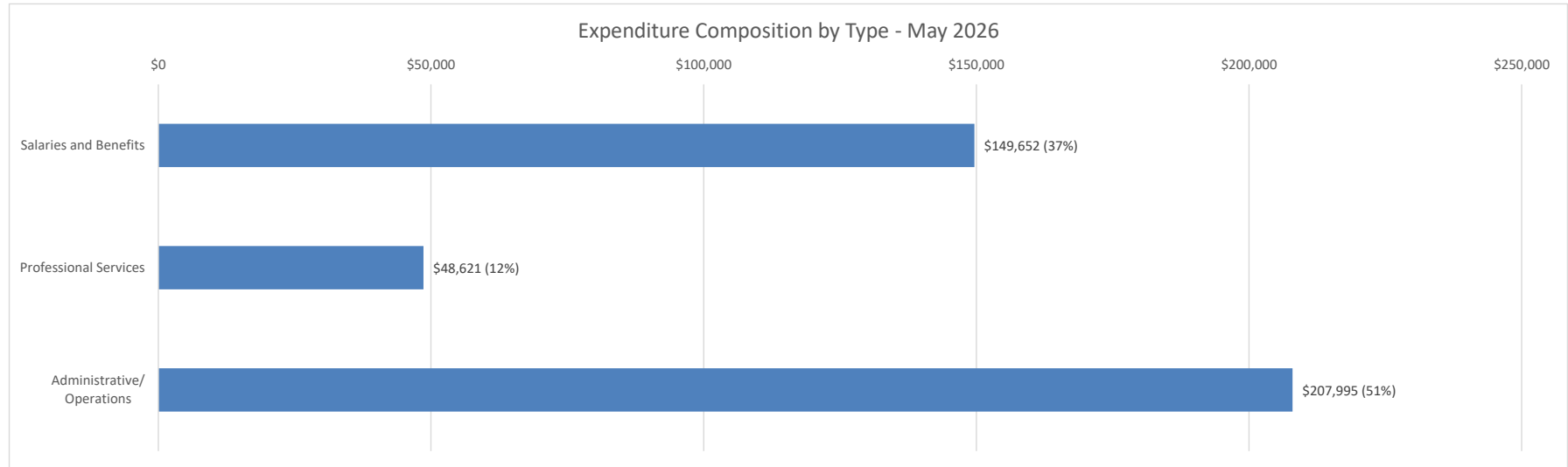
TOWN OF PALMER LAKE

REVENUE CHARTS WATER ENTERPRISE FUND For the Five Months Ended May 31, 2026 UNAUDITED



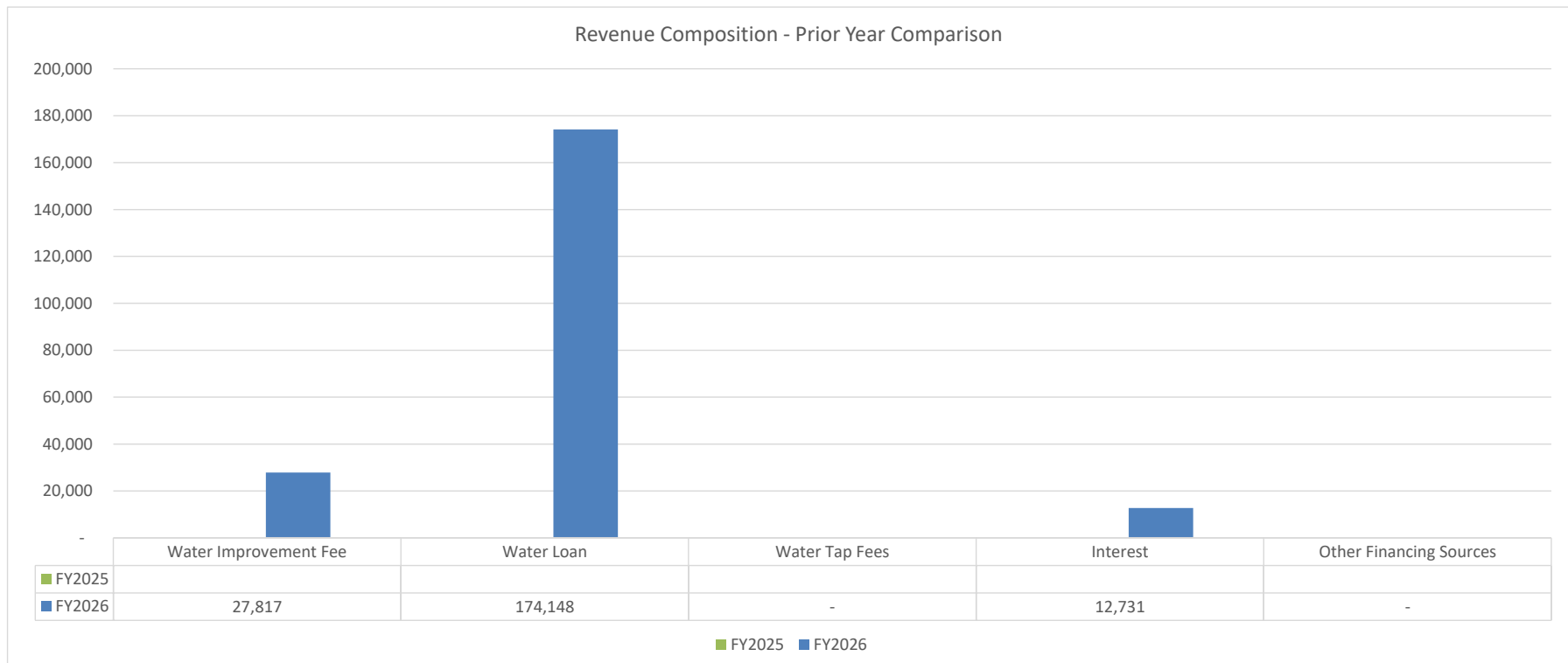
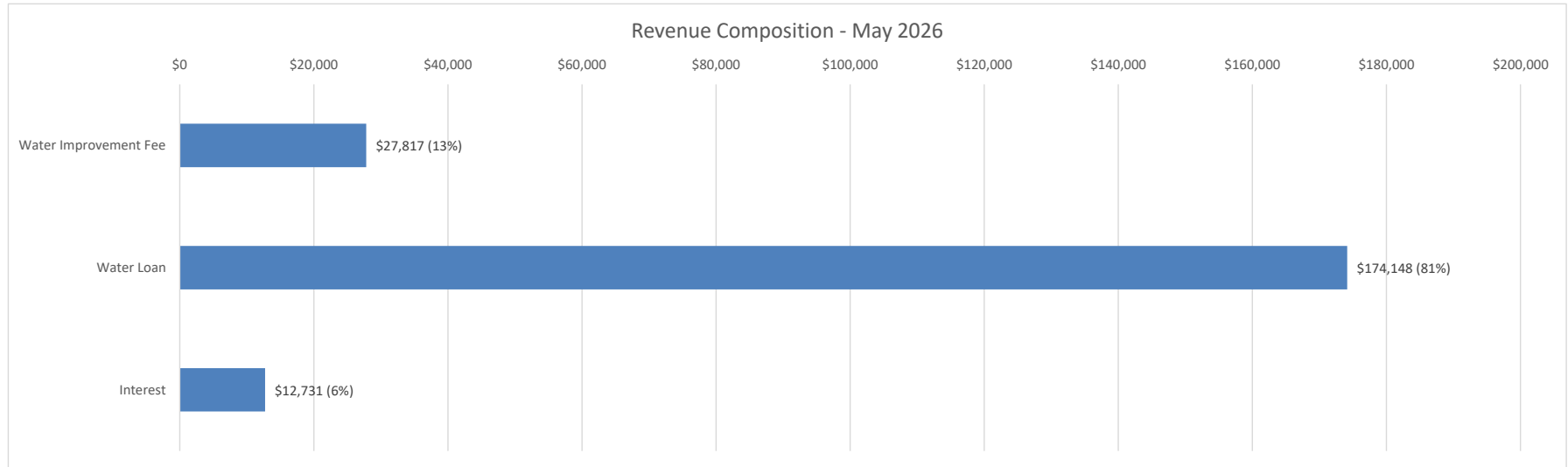
TOWN OF PALMER LAKE

EXPENDITURE CHARTS WATER ENTERPRISE FUND For the Five Months Ended May 31, 2026 UNAUDITED



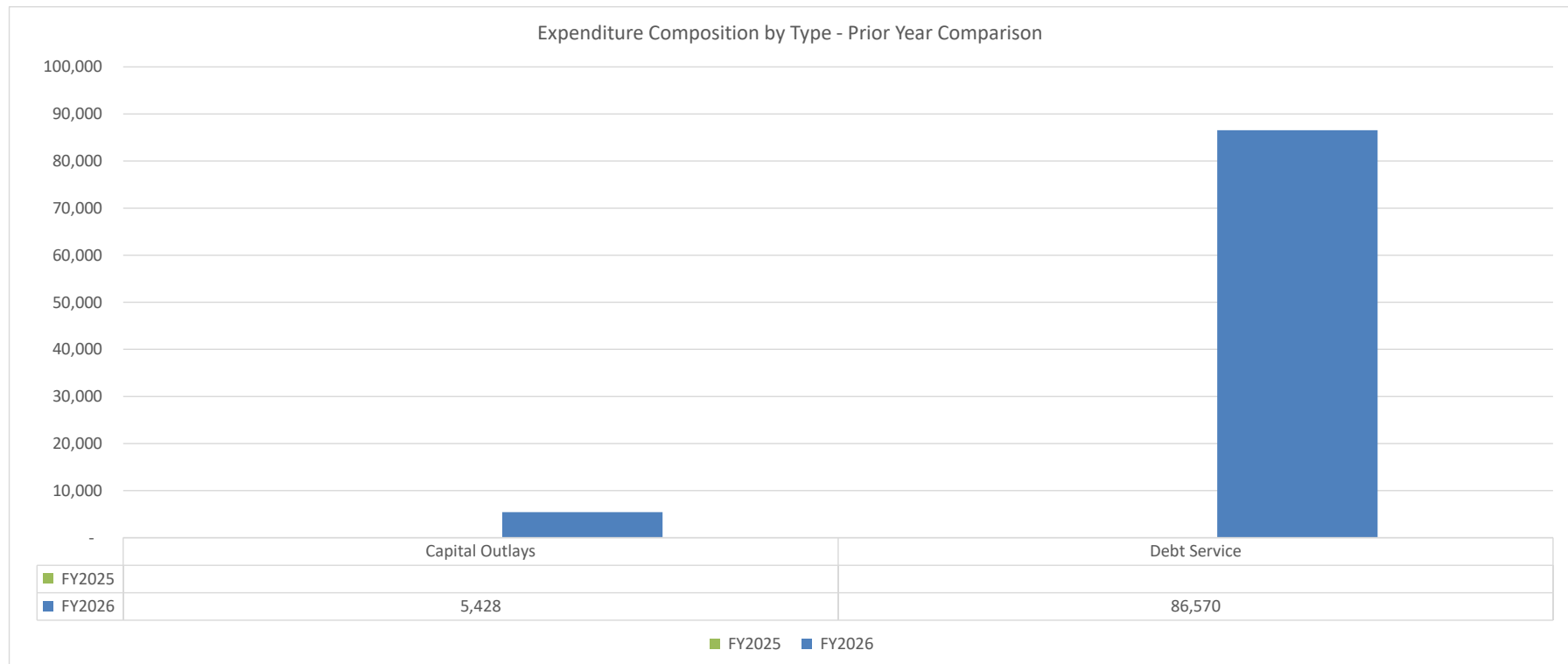
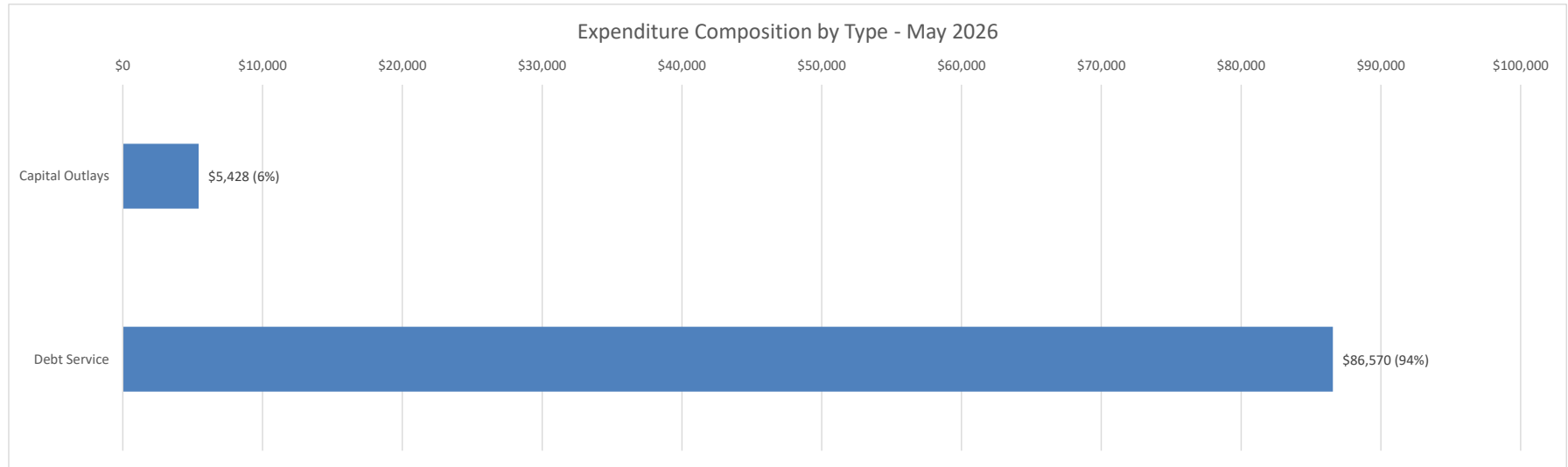
TOWN OF PALMER LAKE

REVENUE CHARTS WATER ENTERPRISE CAPITAL FUND For the Five Months Ended May 31, 2026 UNAUDITED



TOWN OF PALMER LAKE

EXPENDITURE CHARTS WATER ENTERPRISE CAPITAL FUND For the Five Months Ended May 31, 2026 UNAUDITED



**BOARD OF TRUSTEES SPECIAL MEETING****Thursday, June 18, 2026 at 5:00 PM**

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

MINUTES**Call to Order/Roll Call**

Meeting called to order at 5:00PM

Present: Atis Jurka, Tony Beltran, Dennis Stern, Mike Beeson, John Marble

Absent: Beth Harris, Roger Moseley

After meeting was called to order Roger Moseley arrived.

Invocation – Tony Beltran**Pledge of Allegiance****Business Items**

1. Discussion and Update Regarding the Retention of Special Legal Counsel for Land Use Matters

The Board discussed the matter including their rates, their billing practices and the locality of the firm.

Motion to approve Lyons Gaddis as special legal counsel for land use matters. (Beeson, Marble) Roll Call Vote.

Accept: Jurka, Moseley, Beltran, Stern, Beeson, Marble

Deny:

Motion passed unanimously.

Public Comment

Josh Mabe – Requested clarification on what the order of priorities for land use issues now that legal counsel had been reached.

2. Discussion, Consideration, and Possible Direction Regarding the Retention of General Legal Counsel and Issuance of a Request for Proposals

Public Comment

Matt Stephen - Recommended leaving the RFP open until filled rather than imposing a strict deadline, as a rolling application process would provide greater flexibility and potentially attract a larger, more diverse pool of interested firms

The Board discussed the RFP process and gave staff direction to proceed with the RFP as presented with one update of setting the deadline date to July 6th.

3. Discussion and Approval Checks over \$15,000 to JVAM

Motion to Approve the Payment of JVAM's Invoices (Stern, Beltran) Roll Call Vote

Accept: Beeson, Beltran, Stern,

Deny: Marble, Moseley, Jurka,

Tie vote. Motion fails.

This matter was continued to the next Board of Trustees meeting.

Public Comment

No Public comment was received.

Trustee Beltran requested that a special recognition of Dino Salvatore be added as an agenda item at the following meeting.

Motion to Adjourn. (Marble, Moseley) "Aye" Vote. Motion passed unanimously.

Meeting adjourned at 6:28PM

Town Clerk- Erica N. Romero

Mayor Dennis Stern



Board of Trustees Meeting

Thursday, June 25, 2026

Special Meeting at 4:30 PM

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

[*Live Stream Link*](#)

Minutes

Call to Order and Roll Call

Meeting Called to Order at 4:30PM.

Present: Board of Trustees Member Michael Beeson, Board of Trustees Member Tony Beltran, Board of Trustees Member Roger Moseley, Mayor Dennis Stern, Board of Trustees Member Atis Jurka

Absent:

Excused: Board of Trustees Member Elizabeth Harris, Board of Trustees Member John Marble

Convene to Executive Session

Pursuant to C.R.S. § 24-6-402(4)(f), for the purpose of discussing personnel matters related to the recruitment process and qualifications for the position of Town Administrator, and to meet with the recruitment firm (SGR) assisting the Town in that process.

Dennis Stern moved to enter Executive session. Michael Beeson seconded.

Voting Yes: Michael Beeson, Tony Beltran, Roger Moseley, Dennis Stern, Atis Jurka

Voting No: None

Abstaining: None

Motion Passed (5 - 0)

Adjourn

Dennis Stern moved to Adjourn. Roger Moseley seconded.

Voting Yes: Michael Beeson, Tony Beltran, Roger Moseley, Dennis Stern, Atis Jurka

Voting No: None

Abstaining: None

Motion Passed (5 - 0)

Meeting Adjourned at 5:58PM.

Mayor Dennis Stern

Attest: Erica N. Romero, CMC Town Clerk

DRAFT



James B. Godbold
jgodbold@lyonsgaddis.com
303-776-9900

July 8, 2026

VIA EMAIL

erica@palmer-lake.org, gsmith@palmer-lake.org

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

Re: *Engagement Letter of Lyons Gaddis, P.C.*

Dear Sir or Madam:

Thank you for asking Lyons Gaddis, P.C. to represent you in the matters described below. We look forward to working with you. This letter describes the scope of the services we will provide during this engagement, the terms and conditions of the engagement, as well as our understanding of our representation of you.

The attached **Terms of Representation** set forth our firm's general policies and practices regarding representation of clients and the payment of our fees. The paragraphs below explain the specifics relating to your legal matter:

1. **Client.** Town of Palmer Lake will be our client. You confirm that the work that Lyons Gaddis has agreed to perform is for the named client only, and not for any affiliated entities or individuals.
2. **Scope of Representation.** My understanding of our representation is as follows:
 - (a) to provide legal counsel, analysis, support, and such other legal services as may be reasonably necessary in connection with: (i) advising and representing the Town with respect to a pending labor and employment investigation; and (ii) advising the Town regarding requests submitted pursuant to the Colorado Open Records Act ("CORA"), including the preparation and review of the Town's responses thereto; and
 - (b) other matters requested by you and agreed to in writing (including by email) by Lyons Gaddis.

Please be advised that when a request for any such legal work is made, Lyons Gaddis will screen any potential adverse and related parties for conflicts of interest and will proceed with the work if there is no conflict of interest. Before providing our legal services, we will ask you to confirm the scope of work you have requested us to perform. If the above is not

Town of Palmer Lake
July 8, 2026
Page 2

a correct summary of what you have asked us to undertake, please let me know immediately.

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments and respond to your inquiries. To enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.
4. **Duty to Client.** Please keep in mind that our ethical responsibility will be to the organizational entity, and not to any individual constituents (for example, founders, officers, individual directors, or other agents). As the organization's authorized representative, you will be responsible for payment and coordination of all legal services provided by the firm to the organization under this engagement.
5. **Fees and Expenses.** We bill for our services on an hourly basis, generally recording our time in six-minute increments. The hourly rates for the attorneys who will work on your matter vary depending on several factors, including the attorney's experience, expertise and subject area involved. In this regard, my hourly rate is \$375.00. The current hourly rates of our shareholders range from \$300.00 to \$610.00; our associate and special counsel attorney rates range from \$285.00 to \$495.00. We also bill for the services of paralegals that assist the attorneys. Their rates are significantly lower than the rates of the attorneys involved and range from \$100.00 to \$225.00 per hour. The rates reflected in this letter are our 2026 rates. Our rates and flat fee schedules generally change each year on January 1st. In the event our rates should change, the bills you receive from us after that time will reflect that rate adjustment. We include separate entries on our bills for services such as photocopying, messenger delivery services, travel, computerized research, and search and filing fees.

Our customary practice, which I will follow with respect to this engagement, is to bill for our services and expenses monthly. We expect payment of our statements upon your receipt of them. The attached Terms and Conditions statement contains a more complete description of how we charge and bill for our services and expenses. The expenses described in that attachment are due in addition to any flat fees that are charged. You must pay, and Lyons Gaddis will be entitled to, reimbursement of such expenses even if our engagement is terminated prior to completion of a task that is subject to a flat fee arrangement. I welcome any questions you may have, whether now or in the future, about our billing procedures or any statement we send to you as work progresses.



Town of Palmer Lake
July 8, 2026
Page 3

6. **No Firm Fee Estimate.** We cannot provide a firm cost estimate but will endeavor to keep fees as low as possible while providing you with quality advice and work product. Any estimates provided by Lyons Gaddis in this matter are not guarantees or promises. If you wish to have Lyons Gaddis seek your prior approval before exceeding any total, please make such request in writing and we will be glad to honor it.
7. **Your Contacts at the Firm.** During our representation of you, we will keep you apprised of all aspects of your matter. We are also available to address any questions you have. Below is a list of individuals that will be involved in various aspects of your representations.

Feel free to reach out to me regarding specific legal issues and to any of the others on the list with questions about their areas of responsibility. We may all be reached through the main phone line at 303.776.9900.

James B. Godbold, Counsel: jgodbold@lyonsgaddis.com

Kennedy D. Sheetz, Associate: ksheetz@lyonsgaddis.com

Robyn L. Smith, Associate: rsmith@lyonsgaddis.com

Cade M. Duncan, Legal Assistant: cduncan@lyonsgaddis.com

Heather Mack-Sawliidi, Billing Specialist: hmack-swalidi@lyonsgaddis.com

We hope this letter and the attached Terms of Representation adequately explain the scope of our services, as well as the payment terms of our fees. If they do and you agree with them, please indicate your affirmation by signing this letter and returning it to me for our files.



Town of Palmer Lake
July 8, 2026
Page 4

We appreciate the opportunity to work with you and look forward to a mutually beneficial relationship.

LYONS GADDIS, P.C.

By: _____
James B. Goldbold

JBG:cmd

APPROVED AND AGREED TO ON _____.

Town of Palmer Lake

By: _____

_____, Mayor

Town of Palmer Lake
July 8, 2026
Page 5

TERMS OF REPRESENTATION

Confirmation of Services. Lyons Gaddis, P.C. is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

Scope of Representation. The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

Fees Not Contingent and Due Within 30 Days. Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. Payment is to be made by check or draft payable to "Lyons Gaddis, P.C."

If any of our statements remain unpaid for more than 30 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

Failure to promptly pay any statement shall relieve this firm of any further obligation to furnish legal services on your behalf. A service charge of eighteen percent (18%) per annum, compounded monthly, will be charged on any amount more than thirty (30) days past due.

Methods of Communication. We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the

Town of Palmer Lake
July 8, 2026
Page 6

recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means.

The Lyons Gaddis, P.C. Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary. In addition to traditional communication technologies, Lyons Gaddis may utilize AI-enabled tools to streamline certain aspects of legal service delivery.

Attorney-Client Communication. Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

Payment of Third-Party Expenses. The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process, although they may concern, do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

Town of Palmer Lake
July 8, 2026
Page 7

Estimates of the Cost of Services to be Performed. From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an “educated guess” and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation.

Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

Client Confidences/Representation in Other Matters/Future Conflicts. Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Lyons Gaddis, P.C. is a large law firm and represents many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client’s corporate group by acting as counsel to the client.

We may utilize secure artificial intelligence (AI) tools to support legal service delivery, including document analysis, research, and drafting. These tools are used solely to assist attorneys and paralegals and never operate as a substitute for professional judgment. We do not transmit client-confidential information to public or unvetted AI platforms. All AI-related usage is subject to the same ethical and confidentiality standards that govern our traditional methods of practice. If you have any concerns regarding the use of AI in your matter, please notify us in writing.

Town of Palmer Lake
July 8, 2026
Page 8

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Binding Agreement. The accompanying Engagement Letter and these Terms of Representation represent the entire agreement between the client and Lyons Gaddis, P.C. with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms of Representation have been carefully reviewed and its content understood, and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter.

No change or waiver of any of the provisions of the Engagement Letter or these Terms of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

Acceptance of Terms of Representation. If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.



Board of Trustees Summary Sheet

	July 2026
Title	Police Monthly Report
Action	N/A
Date	5/1/26-5/31/2026
Contact	Lieutenant A. Lundy
Summary	In the month of June 2026, the PLPD made 53 traffic stops and issued 92 citations. Also, in the month of June 25 reports were taken and there were 3 traffic accidents. PLPD Officers charged 1 domestic violence case in the month of June. PLPD made 25 citizen contacts.
Training	All officers were assigned to CPR and SFST training. Command staff and selected officers were assigned Lexipol on board training. 3 Officers completed Drone certification training. PLPD hosted a "wet lab" in which Officers were able to apply practical SFST training.
Drone	There was one drone call out in the month of June.
Other Actions	The HVE/DUI grant was awarded for the 5 th year in a row. Officers attended a car show at Dead Flowers to raise awareness of DUID ramifications. PLPD hosted another successful blood drive. The blood drive had 16 donors, 14 scheduled and 2 walk ins. There was one first-time donor and 2 deferrals. The blood drive produced 14 whole blood

	donations. 42 lives can be saved with those 14 units.
Calls for service	PLPD officers responded to 204 calls for service in the month of June.
B.H.C.O.N.	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 PLPD BHCON unit together responded to 36 calls for service in the month of June and took 6 case reports.
S.T.E.P.	S.T.E.P. was instituted in March of 2021 and has made a great impact on police operations and overall street safety of Palmer Lake. 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.
H.V.E.	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. The PLPD HVE program responded to 10 calls for service in the month of June and took 1 case report.



Board of Trustees Summary Sheet

	July 2026																																																																																															
Title	Administration																																																																																															
Date	07/09/2026																																																																																															
Contact	Administration																																																																																															
Kiosk Revenue	<table><tr><th>Month</th><th>2022</th><th>2023</th><th>2024</th><th>2025</th><th>2026</th></tr><tr><td>January</td><td>-</td><td>2,135.90</td><td>2,098.80</td><td>1,367.40</td><td>2,268.40</td></tr><tr><td>February</td><td>1,132.50</td><td>1,939.80</td><td>1,780.80</td><td>1,514.71</td><td>2,607.60</td></tr><tr><td>March</td><td>3,874.10</td><td>2,194.20</td><td>1,897.40</td><td>3,366.99</td><td>4,489.10</td></tr><tr><td>April</td><td>4,043.90</td><td>3,476.80</td><td>3,768.30</td><td>3,704.70</td><td>5,241.70</td></tr><tr><td>May</td><td>5,957.20</td><td>4,028.00</td><td>6,349.40</td><td>5,936.00</td><td>5,400.70</td></tr><tr><td>June</td><td>7,616.10</td><td>5,050.90</td><td>7,514.40</td><td>8,434.50</td><td></td></tr><tr><td>July</td><td>7,245.10</td><td>7,632.00</td><td>9,004.70</td><td>7,859.20</td><td></td></tr><tr><td>August</td><td>7,033.10</td><td>6,540.20</td><td>5,920.10</td><td>5,077.40</td><td></td></tr><tr><td>September</td><td>5,639.20</td><td>5,337.10</td><td>5,668.42</td><td>5,972.16</td><td></td></tr><tr><td>October</td><td>4,796.50</td><td>4,844.20</td><td>5,374.20</td><td>3,625.20</td><td></td></tr><tr><td>November</td><td>2,591.70</td><td>2,660.60</td><td>1,749.70</td><td>3,509.80</td><td></td></tr><tr><td>December</td><td>1,590.00</td><td>1,367.40</td><td>2,104.10</td><td>2,506.90</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Total</td><td>51,519.40</td><td>47,207.10</td><td>53,230.32</td><td>52,874.96</td><td>20,007.50</td></tr></table>						Month	2022	2023	2024	2025	2026	January	-	2,135.90	2,098.80	1,367.40	2,268.40	February	1,132.50	1,939.80	1,780.80	1,514.71	2,607.60	March	3,874.10	2,194.20	1,897.40	3,366.99	4,489.10	April	4,043.90	3,476.80	3,768.30	3,704.70	5,241.70	May	5,957.20	4,028.00	6,349.40	5,936.00	5,400.70	June	7,616.10	5,050.90	7,514.40	8,434.50		July	7,245.10	7,632.00	9,004.70	7,859.20		August	7,033.10	6,540.20	5,920.10	5,077.40		September	5,639.20	5,337.10	5,668.42	5,972.16		October	4,796.50	4,844.20	5,374.20	3,625.20		November	2,591.70	2,660.60	1,749.70	3,509.80		December	1,590.00	1,367.40	2,104.10	2,506.90								Total	51,519.40	47,207.10	53,230.32	52,874.96	20,007.50
Month	2022	2023	2024	2025	2026																																																																																											
January	-	2,135.90	2,098.80	1,367.40	2,268.40																																																																																											
February	1,132.50	1,939.80	1,780.80	1,514.71	2,607.60																																																																																											
March	3,874.10	2,194.20	1,897.40	3,366.99	4,489.10																																																																																											
April	4,043.90	3,476.80	3,768.30	3,704.70	5,241.70																																																																																											
May	5,957.20	4,028.00	6,349.40	5,936.00	5,400.70																																																																																											
June	7,616.10	5,050.90	7,514.40	8,434.50																																																																																												
July	7,245.10	7,632.00	9,004.70	7,859.20																																																																																												
August	7,033.10	6,540.20	5,920.10	5,077.40																																																																																												
September	5,639.20	5,337.10	5,668.42	5,972.16																																																																																												
October	4,796.50	4,844.20	5,374.20	3,625.20																																																																																												
November	2,591.70	2,660.60	1,749.70	3,509.80																																																																																												
December	1,590.00	1,367.40	2,104.10	2,506.90																																																																																												
Total	51,519.40	47,207.10	53,230.32	52,874.96	20,007.50																																																																																											
Land Use permits Issued	Type: Single Family; Qty: 0 Other; Qty: 2																																																																																															
Business Licenses	BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE		2026	2026																																																																																												
			Jun	Jun																																																																																												
	Business Type		STR	other																																																																																												
	New Licenses		2	1																																																																																												
	Licenses Renewed		5	10																																																																																												
	Licenses Expired		0	0																																																																																												
	Businesses Closed		0	0																																																																																												
	CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)		43	142																																																																																												
	TOTAL CURRENT BUSINESS LICENSES (New + Renewed)		185																																																																																													

SCHEDULED TO RENEW IN July 2026:

300 General Palmer LLC
All Phase Roofing
Cavalry Capital Management, LLC
Coldwater Media, Inc.
Dentaltemps of the Rockies
Festool USA LLC
Greater Grounds Landscaping, LLC
Hennessey Roofing, LLC
Holly Sly dba Body Therapy
JR & CO., Inc.
Meghan Workman
Monumental Impact
MookeDeville LLD dba 105 Social House
OEL Worldwide Industries
O'Shea Construction dba Sean O'Shea
Rebecca Angelo Duke, CMT
Risepointe, Inc

Water Billing

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	41,405,900	11
2023	Jan-Dec	1018	44,855,150	7
2024	Jan-Dec	1022	47,011,334	0
2025	Jan-Dec	1023	43,083,171	7
2026	Jan	1023	3,086,400	0
	Feb	1023	2,986,100	0
	Mar	1023	2,817,400	0
	Apr	1023	3,378,600	0
	May	1023	3,392,700	1
	June	1023	4,253,700	0
	YTD	1023	19,914,900	1

Grant Activity Updates

No updates.

Upcoming Approved Special Events**JULY 2026 – EVENTS**

7/10 Summer Adventure Party/Concert
7/24-7/26 & 8/15 Arts and Music Festival
7/31-8/9 Savannah Sipping Society

Code Enforcement	Code Compliance Report		
	June 2026		
	Code Activity:		
	<u>Issue</u>	<u>Reported</u>	<u>Resolved</u>
	Business License	1	0
	Junkyards and dumping/unsafe yard	2	0
	Trash/Animals	3	3
	Miscellaneous	6	2
		12	5



TOWN OF PALMER LAKE BOARD OF TRUSTEES - AGENDA MEMO

DATE: July 9, 2026	ITEM NO.	SUBJECT: Town Clerk /Updates/Follow Up
Presented by: Erica Romero Town Clerk		

Follow up questions & Items

SGR – Town Administrator Recuriment

- SGR - By July 10 SGR will provide the Board with links to the semi-finalists' information.
- July 23: Executive Session to review the semi-finalists and determine the finalists for the position.
- Finalist Interviews: August 3 for the in-person finalist interviews

Depending on the number of finalists selected, the interviews may be completed in one evening or may require two consecutive evenings.

Full participation from all Board members is essential throughout the interview process to ensure a fair, consistent, and thorough evaluation of each candidate. Please review your schedules and confirm your availability for the proposed dates at your earliest convenience so we can finalize the interview schedule. Please let me know by July 10, 2026, if you have a conflict.

Fee Schedule – Forthcoming once legal is retained is reserved for Town of Palmer Lake Fire Department Workshop with Monument Fire and Palmer Lake Fire Association.

Treasurer/Financial Updates

- Audit Status – Hinkle
 - On track with applicable deadlines

Workshop Calendar Items –

- Development Review Committee 1/22- Completed
- CML/Board Training 1/22 Completed
- Interview BOT Applicants 2/12 Completed
- Setting the Agenda policy (Title 2)- tbd (AMM Select Implementation) - TBD
- Board Conduct – Scott presented samples waiting for direction
- Dark Sky – tbd Trustee Jurka is working with someone and will follow up with a date perhaps in March
- Financial Stewardship- Completed
- Town Revenue – tbd
- Water Workshop – tbd
- Town of Palmer Lake Fire Department Workshop with Monument Fire and Palmer Lake Fire Association. 7/23
- Parks Commission Request for Workshop
- SGR 8/3

2026 Coordinated Election – Pending



Palmer Lake Water Department

June 2026 Operational Report

Submitted by: Charles Roubidoux, Water Department Supervisor

June 2026 Operational Report

- GWTP is back to 100% operability. Media and underdrain project was completed 6/1/26 – 6/3/26
- Monument Creek has dried up entirely; SWTP is shut down until we get consistent, measurable precipitation. All demand is being met from non-tributary sources (A2/D2)
- New outdoor watering restrictions went into effect on July 1st. The watering days remain the same for residents, but the morning watering time block has been removed (6am – 9am). Notifications were included in the most recent water bills and in the Town newsletter. I can't overemphasize the importance of residents abiding by the restrictions - it significantly eases water demand on the system.
Residents on private wells are exempt from these watering restrictions

Palmer Lake Accounting Form

Weekly Period: 6/1/2026 6/8/2026

User input signified with*

1	Total municipal water use (all sources)		
a.	In-priority surface diversion	<u>1.17</u>	AF
b.	Out-of-priority surface diversions	<u>0.00</u>	AF
b.1	Out-of-priority storage	<u>0.00</u>	AF
b.2	In-priority storage	<u>0.00</u>	AF
c.	Out-of-priority alluvial well (QAL-4)	<u>0.00</u>	AF
d.	Nontributary well (used directly in system)	<u>3.57</u>	AF
e.	Reservoir release	<u>0.00</u>	AF
f.	TOTAL = 1a+1b+1b1+1c+1d+1e =	<u>4.74</u>	AF
2	Base weekly water use (November – March average)	<u>2.78</u>	AF*
3	Measured Palmer Lake effluent from Tri-Lakes WWTP	<u>5.55</u>	AF
4	Net sewage return: lesser of (line 3) or (.90 X line 2)	<u>2.50</u>	AF
5	Total out-of-priority diversion: line 1b + line 1b1 + line 1c	<u>0.00</u>	AF
6	Percent out-of-priority diversion: (line 5 ÷ line 1f) X 100	<u>0.00</u>	100%
7	Percent nontributary well: [(.98 X line 1d) ÷ line 1f] X 100	<u>73.81</u>	100%
8	Return flow credits		
a.	Out-of-priority diversion: (line 6 X line 4) ÷ 100	<u>0.00</u>	AF
b.	Nontributary well: (line 7 X line 4) ÷ 100	<u>1.85</u>	AF
c.	Total	<u>1.85</u>	
9	Replacements requirement to Monument Creek: Line 5 – line 8c (if greater than zero)	<u>0.00</u>	AF
10	Nontributary well pumped directly to Monument Creek To satisfy line 9:	<u>0.00</u>	AF*
11	Excess credit / deficit: Line 8c - Line 5	<u>1.85</u>	AF

NOTES/REMARKS: **Reservoir Elevation:** 7780.00 *

Reported by : C. Roubidoux

Palmer Lake Accounting Form

Weekly Period: 6/9/2026 6/15/2026

User input signified with*

1	Total municipal water use (all sources)		
a.	In-priority surface diversion	<u>1.70</u>	AF
b.	Out-of -priority surface diversions	<u>0.00</u>	AF
b.1	Out-of-priority storage	<u>0.00</u>	AF
b.2	In-priority storage	<u>0.00</u>	AF
c.	Out-of-priority alluvial well (QAL-4)	<u>0.00</u>	AF
d.	Nontributary well (used directly in system)	<u>3.14</u>	AF
e.	Reservoir release	<u>0.00</u>	AF
f.	TOTAL = 1a+1b+1b1+1c+1d+1e =	<u>4.84</u>	AF
2	Base weekly water use (November – March average)	<u>2.78</u>	AF*
3	Measured Palmer Lake effluent from Tri-Lakes WWTP	<u>4.73</u>	AF
4	Net sewage return: lesser of (line 3) or (.90 X line 2)	<u>2.50</u>	AF
5	Total out-of-priority diversion: line 1b + line 1b1 + line 1c	<u>0.00</u>	AF
6	Percent out-of-priority diversion: (line 5 ÷ line 1f) X 100	<u>0.00</u>	100%
7	Percent nontributary well: [(.98 X line 1d) ÷ line 1f] X 100	<u>63.58</u>	100%
8	Return flow credits		
a.	Out-of-priority diversion: (line 6 X line 4) ÷ 100	<u>0.00</u>	AF
b.	Nontributary well: (line 7 X line 4) ÷ 100	<u>1.59</u>	AF
c.	Total	<u>1.59</u>	
9	Replacements requirement to Monument Creek: Line 5 – line 8c (if greater than zero)	<u>0.00</u>	AF
10	Nontributary well pumped directly to Monument Creek To satisfy line 9:	<u>0.00</u>	AF*
11	Excess credit / deficit: Line 8c - Line 5	<u>1.59</u>	AF
NOTES/REMARKS: Reservoir Elevation:		<u>7780.00</u>	*

Reported by : C. Roubidoux

Palmer Lake Accounting Form

Weekly Period: 6/16/2026 6/23/2026

User input signified with*

1	Total municipal water use (all sources)		
a.	In-priority surface diversion	<u>1.13</u>	AF
b.	Out-of-priority surface diversions	<u>0.10</u>	AF
b.1	Out-of-priority storage	<u>0.00</u>	AF
b.2	In-priority storage	<u>0.00</u>	AF
c.	Out-of-priority alluvial well (QAL-4)	<u>0.00</u>	AF
d.	Nontributary well (used directly in system)	<u>4.37</u>	AF
e.	Reservoir release	<u>0.00</u>	AF
f.	TOTAL = 1a+1b+1b1+1c+1d+1e =	<u>5.60</u>	AF
2	Base weekly water use (November – March average)	<u>2.78</u>	AF*
3	Measured Palmer Lake effluent from Tri-Lakes WWTP	<u>5.17</u>	AF
4	Net sewage return: lesser of (line 3) or (.90 X line 2)	<u>2.50</u>	AF
5	Total out-of-priority diversion: line 1b + line 1b1 + line 1c	<u>0.10</u>	AF
6	Percent out-of-priority diversion: (line 5 ÷ line 1f) X 100	<u>1.79</u>	100%
7	Percent nontributary well: [(.98 X line 1d) ÷ line 1f] X 100	<u>76.48</u>	100%
8	Return flow credits		
a.	Out-of-priority diversion: (line 6 X line 4) ÷ 100	<u>0.04</u>	AF
b.	Nontributary well: (line 7 X line 4) ÷ 100	<u>1.91</u>	AF
c.	Total	<u>1.96</u>	
9	Replacements requirement to Monument Creek: Line 5 – line 8c (if greater than zero)	<u>0.00</u>	AF
10	Nontributary well pumped directly to Monument Creek To satisfy line 9:	<u>0.00</u>	AF*
11	Excess credit / deficit: Line 8c - Line 5	<u>1.86</u>	AF

NOTES/REMARKS:

Reservoir Elevation:

7780.00 *

Reported by : C. Roubidoux

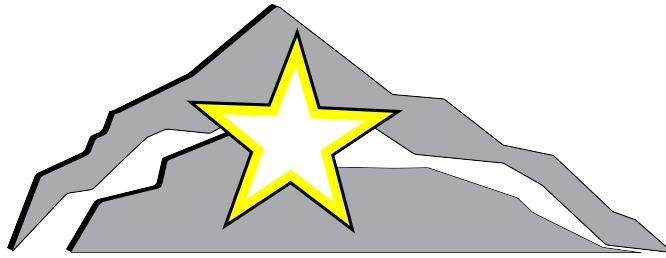
Palmer Lake Accounting Form

Weekly Period: 6/24/2026 6/30/2026

User input signified with*

1	Total municipal water use (all sources)		
a.	In-priority surface diversion	<u>0.00</u>	AF
b.	Out-of-priority surface diversions	<u>0.55</u>	AF
b.1	Out-of-priority storage	<u>0.00</u>	AF
b.2	In-priority storage	<u>0.00</u>	AF
c.	Out-of-priority alluvial well (QAL-4)	<u>0.00</u>	AF
d.	Nontributary well (used directly in system)	<u>4.34</u>	AF
e.	Reservoir release	<u>0.00</u>	AF
f.	TOTAL = 1a+1b+1b1+1c+1d+1e =	<u>4.89</u>	AF
2	Base weekly water use (November – March average)	<u>2.78</u>	AF*
3	Measured Palmer Lake effluent from Tri-Lakes WWTP	<u>4.56</u>	AF
4	Net sewage return: lesser of (line 3) or (.90 X line 2)	<u>2.50</u>	AF
5	Total out-of-priority diversion: line 1b + line 1b1 + line 1c	<u>0.55</u>	AF
6	Percent out-of-priority diversion: (line 5 ÷ line 1f) X 100	<u>11.25</u>	100%
7	Percent nontributary well: [(.98 X line 1d) ÷ line 1f] X 100	<u>86.98</u>	100%
8	Return flow credits		
a.	Out-of-priority diversion: (line 6 X line 4) ÷ 100	<u>0.28</u>	AF
b.	Nontributary well: (line 7 X line 4) ÷ 100	<u>2.18</u>	AF
c.	Total	<u>2.46</u>	
9	Replacements requirement to Monument Creek: Line 5 – line 8c (if greater than zero)	<u>0.00</u>	AF
10	Nontributary well pumped directly to Monument Creek To satisfy line 9:	<u>0.00</u>	AF*
11	Excess credit / deficit: Line 8c - Line 5	<u>1.91</u>	AF
NOTES/REMARKS:	Reservoir Elevation:	<u>7780.00</u>	*

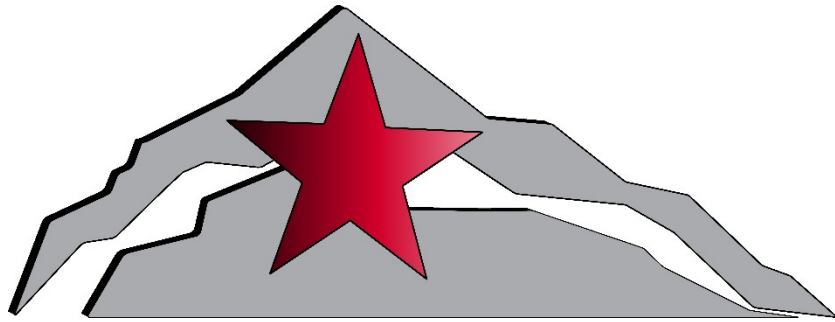
Reported by : C. Roubidoux



Town of Palmer Lake

Board of Trustees Summary Sheet

	July 2026
Title	Public Works Monthly Report
Date	July 6, 2026
Contact	Stacy DeLozier
Summary	Monthly Parks Commission Meeting Patch Maintenance was completed on County Line Rd. The Troll under the bridge has been installed Assist Parks commission, MHYC and volunteer work Assist PLFD with fire mitigation, tree and brush removal in Glen Park Town Hall setup, tear down, clean and restock as needed for meetings and special events Completed the annual CIRSA Town audit. Assisted with the annual 4th of July Special Event. Maintenance on County Line – Restriping will be completed July 8th We had DES come in for 2 days and clean out some major Town culverts and sediment catch basins over by the Elementary School.
Training	Ongoing weekly/ monthly safety training, meetings, PPACG, Monthly safety meetings, MS4
Other Activity	Spruce Mountain Road meeting with CDOT and engineering firm went well. Still trying to come up with a new design that works well for all traffic conditions and for future growth.



PALMER LAKE FIRE DEPARTMENT

Title	Fire Department Report- April 2026
Date	7/6/2026
Contact	Lt. Weston Oesterreich
Summary	3 members passed their Fire Fighter 2. JPR 1 member has deployed to Alaska 2 trucks deployed with 3 staff members on fire incidents. Department ran 66 calls in the month of June 13 critical calls 1 house fire
Training	SEE attached training report from Lt. Derrick Forn
Photographs	House Fire May 31 st
Other Action	3 fire academy students passed Wildland certification and Firefighter 1 Graduation set for 8/7/26
Code Enforcement	



Please find below the Palmer Lake Fire Department Training Recap for June 2026.

Throughout the month of June, department personnel participated in 200 hours of company training, with a primary focus on Firefighter II competencies and continuing education opportunities that enhanced operational readiness, technical proficiency, and interagency collaboration.

Firefighter II Training

Members continued progressing through Firefighter II objectives, building upon Firefighter I fundamentals with advanced training in fireground operations, technical rescue, incident scene responsibilities, fire cause preservation, leadership, and coordination with partner agencies.

Vehicle Extrication Training

Personnel conducted hands-on vehicle extrication training using donated vehicles staged at the Town Yard. Training emphasized:

- Vehicle stabilization
- Patient access and disentanglement
- Safe operation of hydraulic rescue tools
- Modern vehicle safety systems
- Scene safety and hazard recognition

These realistic scenarios strengthened firefighters' ability to safely remove trapped occupants while protecting both responders and patients.

Joint Training with Monument Fire District

Palmer Lake Fire Department partnered with Monument Fire District at the Grace Best Education Center for a multi-company apartment fire simulation.

Training objectives included:

- Coordinated fire attack
- Primary search and rescue
- Crew communication
- Incident coordination
- Multi-agency teamwork

Joint training continues to strengthen our interoperability and effectiveness during mutual-aid incidents.

El Paso County HazMat Air Monitoring Training

Members participated in specialized hazardous materials training presented by the El Paso County HazMat Team covering:

- Air monitoring equipment
- Hazard identification
- Atmospheric monitoring techniques
- Residential and commercial HazMat response
- Airborne contaminant safety

This training expanded our capabilities for safely managing hazardous materials emergencies.

North Group Medical Training – Toxicology

Personnel attended regional EMS training hosted by the North Group in partnership with CommonSpirit Health. The course focused on:

- Common poisonings and overdoses
- Recognition of toxicological emergencies
- Treatment considerations
- Patient assessment
- Emerging toxicology trends

IV Skills Refresher

Firefighter/EMT Emma Borlen provided department members with an IV therapy refresher covering:

- IV equipment setup
- Patient assessment
- Venipuncture techniques
- Fluid administration
- Advanced EMS proficiency

We appreciate Emma's commitment to continuing education and helping maintain our department's advanced medical skills.

Annual Hose Testing

Department personnel completed the annual hose testing program by inspecting, pressure-testing, documenting, and returning hose to service in accordance with department procedures. This annual process helps ensure our hose inventory remains reliable, safe, and ready for emergency operations.

Monthly Summary

June's training program significantly enhanced firefighter proficiency in fire suppression, rescue operations, hazardous materials response, emergency medical care, and equipment readiness. Through realistic hands-on exercises, regional partnerships, annual equipment testing, and continuing education, Palmer Lake Fire Department remains committed to providing professional, effective, and safe service to the Town of Palmer Lake and our surrounding communities.

June 2026 Training Total: 200 Company Training Hours, 3 hours of driver, 10 hours of hazmat

Please let me know if you have any questions or would like additional information regarding any of this month's training activities.

Respectfully,

Lt. Derrick Forn

Training Officer

Palmer Lake Fire Department



PALMER LAKE FIRE DEPARTMENT
12 VALLEY CRESCENT ST. PALMER LAKE CO, 80133

Wildfire Condition & Risk Report: Northern El Paso County (Zone 226)

Date of Report: July 9, 2026

Report Created by: Lieutenant Weston Oesterreich

1. Local Fire Conditions & Restrictions (Zone 226)

Northern El Paso County (Fire Weather Zone 226), encompassing communities like Palmer Lake, Monument, and Black Forest, is currently experiencing **elevated to critical fire behavior risks**. This is driven by high seasonal temperatures, low relative humidity, and dry, receptive fuel beds consisting of timber litter, mountain brush, and cured grasses.

Active Restrictions: Stage II Burn Restrictions

Due to the dangerous combination of low fuel moisture and volatile weather patterns, the El Paso County Sheriff's Office has placed unincorporated El Paso County under **Stage II Fire Restrictions**.

- **Prohibited Activities:** All open burning, campfires (including in developed campgrounds), charcoal grilling, and smoking outdoors except within enclosed vehicles or developed building structures.
- **Fireworks:** *All fireworks that leave the ground, fly, or explode are strictly illegal.* Even permissible ground-based fireworks are highly discouraged given the current ambient risk.

2. National & Regional Wildland Fire Preparedness

The heavy strain on firefighting resources across the Western United States has escalated readiness protocols.

- **National Preparedness Level: PL 4** (on a scale of 1 to 5).
- **Implications:** PL 4 indicates that multiple geographic areas are experiencing major wildfire incidents that heavily commit national mobilizing resources. More than 35 large, uncontained fires are active across the country, stretching personnel and air support thin.
- **Rocky Mountain Area:** Currently operating at an elevated response capacity. Major active complexes in neighboring regions—such as the massive *Aspen Acres* fire southwest of Pueblo (surpassing 91,000 acres)—are demanding substantial regional resources, reducing the immediate availability of localized reinforcements for new starts.
- **Active Advisory:** A *Fuels and Fire Behavior Advisory* remains in effect for the Front Range and West Slope of Colorado due to critically dry vegetation and rapid-rate-of-spread potential.

***PALMER LAKE FIRE DEPARTMENT
12 VALLEY CRESCENT ST. PALMER LAKE CO, 80133***

2026 Red Flag Warning Frequency

The explosive start to the 2026 fire season is visually reflected in the historic number of Red Flag Warning days issued by the National Weather Service.

- **Regional Impact:** As of early July 2026, Southern Colorado (including parts of El Paso County) has already recorded **25 Red Flag Warning days**.
- **Context:** This volume of warnings has broken a **20-year regional record** for the first half of a calendar year. In neighboring Front Range zones (like Boulder and Denver), county emergency offices report hitting 21+ Red Flag days so far—a frequency nearly matching the total counts of 2024 and 2025 combined.
- **The "Red Flag Fatigue" Risk:** Fire officials and the El Paso County Sheriff's Office have issued explicit warnings regarding public complacency. Because nearly one in three days over the late spring and early summer have carried active fire weather alerts, residents are heavily urged not to let these notifications become "white noise." Every Red Flag day under the current D2/D3 drought models carries a severe risk of catastrophic, uncontained fire spread.

3. Current Drought Models & State Proclamations

The extreme fuel receptivity in Zone 226 is directly tied to an ongoing severe multi-month moisture deficit.

U.S. Drought Monitor Category Percent of Colorado Area Impacted

D0 – Abnormally Dry	7.04%
D1 – Moderate Drought	13.44%
D2 – Severe Drought	40.32%
D3 – Extreme Drought	29.88%
D4 – Exceptional Drought	9.32%

Regional Breakdown

- **Local Drought Index:** The Front Range and El Paso County fall heavily into the **D2 (Severe) to D3 (Extreme) Drought** brackets. This stems from a combination of a historically low winter snowpack and abnormally high spring/summer temperatures that rapidly accelerated soil evapotranspiration.
- **Outlook:** While the late-summer North American Monsoon offers hope for the Western Slope, long-term models indicate drought conditions are heavily favored to persist along the Front Range urban corridor and eastern plains through July.

Emergency Note for Residents: High-altitude, wind-driven runs are highly possible with any new ignition. Ensure your family's "Go-Bag" is packed, monitor local emergency radio alerts, and remain hyper-vigilant regarding any outdoor spark-producing activities.

***PALMER LAKE FIRE DEPARTMENT
12 VALLEY CRESCENT ST. PALMER LAKE CO, 80133***



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

DATE: July 9, 2026	ITEM NO.	SUBJECT: Town Attorney RFP Submittals
Presented by: Glen Smith Interim Town Administrator		

The Town has received two submittals for the Town Attorney RFP; they are as follows.

Dan Slater (Sole practitioner)

James B. Godbold (Lyons Gaddis)

Mr. Slater is a sole practitioner and does not carry liability insurance and addresses this in his proposal to the Board.

James Godbold is currently service as special counsel for land use, CORA and process related to trustees and appointed officials.

One additional response was received from Avi Rocklin, but no proposal was submitted by the deadline.

LYONS GADDIS, P.C.

Attorneys & Counselors | Serving Northern Colorado for more than 50 years

PROPOSAL FOR GENERAL COUNSEL LEGAL SERVICES

Submitted to the Town of Palmer Lake, Colorado

Submitted by:

James B. Godbold, Counsel

Lyons Gaddis, P.C. | 515 Kimbark Street, Second Floor, Longmont, CO 80501
303-776-9900 | jgodbold@lyonsgaddis.com | www.lyonsgaddis.com

July 6, 2026

July 6, 2026

Glen Smith, Interim Town Administrator
Erica N. Romero, Town Clerk
Board of Trustees, Town of Palmer Lake

Re: Proposal to Serve as General Counsel to the Town of Palmer Lake

Dear Mr. Smith, Ms. Romero and Members of the Board:

Thank you for the opportunity to be considered as General Counsel to the Town of Palmer Lake. Lyons Gaddis would be pleased to serve in that role. We already have the privilege of assisting the Town as special counsel on its land use and real estate matters, water law and on several other pending matters, and we have seen firsthand the issues the Town is working through. We would welcome the chance to support the Board and staff more broadly and to bring the full depth of our firm to the Town's work.

We want to be candid about one point up front, because we understand it is important to the Board's decision. With two regular meetings each month, our firm would not be able to commit to having an attorney at every meeting, and particularly not in person at every meeting. What we can offer instead is a flexible and dependable arrangement: a single, responsive point of contact who knows the Town's matters; participation in meetings when the agenda calls for it, most often remotely; and in-person attendance approximately once each quarter or as specific matters require. In exchange, the Town gains access to a full-service firm of more than 30 attorneys with deep experience in local government, land use, water, employment, litigation, and the other areas a Town routinely needs, without having to retain separate specialists.

The balance of this proposal describes our firm, our understanding of the role, the scope of services we would provide, our proposed team and staffing approach, our relevant experience, and our fees. We would be glad to discuss any part of it with the Board.

Respectfully submitted,

James B. Godbold
Lyons Gaddis, P.C.

1. Executive Summary

Lyons Gaddis, P.C. is a full-service Colorado law firm that has served the Northern Front Range for more than 50 years. From offices in Longmont, Louisville, Littleton, and Fort Collins, our attorneys represent municipalities, special districts, school districts, and other governmental entities across the state. We propose to serve as the Town's General Counsel under a flexible engagement that pairs a dedicated primary attorney with the on-call resources of the firm's local government, real estate and land use, water, employment, and litigation groups.

Because our firm already serves the Town as special counsel, we can step into the General Counsel role with immediate some familiarity and less learning-curve cost to the Town. Our proposed hourly rates are \$375 for senior attorneys and \$300 for junior attorneys, the same rates under which we currently serve the Town.

2. About Lyons Gaddis

Lyons Gaddis is a full-service firm of more than 30 attorneys practicing across a broad range of disciplines. For over five decades we have advised businesses, individuals, and public entities throughout Colorado, with a particular focus on the Northern Front Range communities we call home. Our size and breadth mean that whatever issue arises for the Town, we very likely have an attorney who handles that issue every day.

Practice areas relevant to the Town

- **Local Government:** board governance, ordinances and resolutions, elections and ballot issues, TABOR, Open Meetings and Open Records, Governmental Immunity, intergovernmental agreements, and general day-to-day municipal counsel.
- **Real Estate, Land Use and Zoning:** annexation, zoning and subdivision, development and construction, leasing, conservation easements, and real property acquisition, including easements and condemnation.
- **Water Law:** water rights, adjudication, and water court litigation, an area of particular strength for the firm and of ongoing importance to the Town.
- **Employment Law and Litigation:** personnel matters, grievances, harassment and hostile-work-environment claims, and related litigation.
- **Litigation:** land use and zoning, real estate, employment, and complex civil litigation, including constitutional claims.
- **Business, Contracts, and Financing:** contract drafting and administration, bond issuances, and lease-purchase and other financing arrangements.

Offices: Longmont (principal), Louisville, Littleton, and Fort Collins. Main line: 303-776-9900.

3. Understanding of the Role

The Town needs a General Counsel who can advise the Board of Trustees and staff on the full range of matters a Colorado statutory town encounters, provide timely and practical guidance, and coordinate specialized work when it arises. Based on our current work with the Town, we

understand the Board also values independence, clear communication, and disciplined handling of sensitive personnel, records, and litigation matters. Our approach is built to meet those needs.

4. Scope of General Counsel Services

As General Counsel, Lyons Gaddis would provide, among other things:

- Legal advice to the Board of Trustees, Planning Commission, and Town staff on governance, procedure, and day-to-day operations.
- Drafting and review of ordinances, resolutions, contracts, intergovernmental agreements, and Town policies.
- Guidance on the Colorado Open Meetings Law and Open Records Act, including executive session procedure and records responses.
- Land use, zoning, subdivision, annexation, and real estate matters, including the Town's ongoing projects.
- Employment and personnel counsel, coordinated as appropriate with specialized labor counsel.
- Oversight and coordination of litigation and specialized matters, drawing on the firm's practice groups.
- Attendance and participation at Board and other meetings as provided in Section 5, and availability to the Town Administrator, Town Clerk, and staff between meetings.

5. Proposed Approach and Meeting Arrangement

We want to set clear and honest expectations about meeting attendance. The Town holds two regular meetings each month. Our firm cannot commit to having an attorney present at every meeting, and cannot commit to in-person attendance at every meeting. Rather than promise something we cannot reliably deliver, we propose the following arrangement, which we believe serves the Town well:

- **A single primary attorney** as the Town's day-to-day General Counsel and point of contact, supported by a small, consistent team so the Town is never without coverage.
- **Meeting participation as needed**, most often by remote/video attendance, focused on meetings and agenda items that call for legal counsel.
- **In-person attendance approximately once per quarter**, or more often as specific matters require.
- **Prompt availability between meetings** to the Administrator and staff, with agreed response-time expectations.
- **Advance agenda review** so we can flag items that need legal attention and determine whether attendance is warranted.

If the Board prefers a more traditional arrangement with counsel present in person at every meeting, we would understand if the Board selected a firm better positioned for that model. But if the Board is comfortable with the flexible arrangement above, we are confident it will give the Town responsive, high-quality counsel at a sensible cost.

6. Proposed Team

James B. Godbold would serve as the Town’s primary General Counsel and point of contact. Mr. Godbold already represents the Town on its land use, real estate, and special counsel matters and is familiar with some of the Town’s current issues. He would be supported by the firm’s local government group and by specialists as matters require, including:

- **Local government team:** Adele L. Reester, Catherine A. Tallerico, Chad A. Kupper, John Chmil, Rachel Amspoker and Daniel Davis.
- **Specialty support:** water law, employment and labor, litigation, and real estate/land use attorneys drawn from across the firm as needed.

7. Relevant Experience

Our attorneys have represented a range of Colorado governmental entities and have assisted with essentially all aspects of government operations, including:

- Board and commission meetings, governance, and procedure.
- Elections, ballot language, and TABOR/Bruce Amendment issues.
- Open Records and Open Meetings compliance and Governmental Immunity Act matters.
- Contract drafting and administration, intergovernmental agreements, and budget matters.
- Bond issuances, financing, and lease-purchase agreements.
- Real estate acquisitions, easements and condemnation, and related land use issues.
- Personnel matters, including grievances and harassment claims, and related litigation.
- Water rights adjudication and water court litigation.

The firm also currently serves the Town of Palmer Lake as special counsel on its land use and real estate matters and on the pending records and investigation matters. Selecting Lyons Gaddis as General Counsel would provide continuity and avoid the cost and delay of bringing new counsel up to speed.

8. Fees

We propose to provide General Counsel services on an hourly basis at the following rates, which are the same rates under which we currently serve the Town as special counsel for matters other than real estate/land use:

Timekeeper	Hourly Rate
Senior attorneys	\$375
Junior attorneys	\$300

These rates reflect the capacity and breadth of a full-service firm: the Town gains access to specialized expertise across many practice areas without retaining separate counsel for each. Work would be staffed at the appropriate level, with routine matters handled by junior attorneys where suitable to manage cost. We would bill monthly with detailed statements, and would charge

only actual out-of-pocket costs (such as recording and filing fees); we do not propose a separate fixed retainer.

9. Independence and Conflicts

As current special counsel to the Town, we are already familiar with the Town's active matters and are not aware of any conflict that would prevent us from serving as General Counsel. We will run a full conflicts check upon engagement and will handle any specialized or sensitive matter, in the manner that best protects the Town, including the use of separate counsel within or outside the firm where appropriate.

10. Transition and Next Steps

Because we already serve the Town, transition would be simplified as opposed to retaining entirely new counsel. Upon selection, we would confirm the scope and meeting arrangement in an engagement letter and coordinate with staff on agenda review and communication protocols. We would welcome the opportunity to answer the Board's questions and to discuss the meeting arrangement in more detail.



Dan Slater

Attorney at Law
1415 Main Street, Suite A
Cañon City, Colorado 81212
(719) 269-3315 ▲ Fax: (719) 269-3317
dan@danslaterlaw.com ▲ www.danslaterlaw.com

June 22, 2026

Via E-Mail (gsmith@palmer-lake.org)

Glen Smith
Interim Town Administrator
Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133

RE: Town Attorney Proposal

Dear Mr. Smith:

It is my pleasure to submit to you this proposal to provide municipal attorney services to the Town of Palmer Lake. I have served governmental entities since my entry into the field of law and am proud to represent several governmental entities at this time.

Of course, please do not hesitate to contact me if you need further information or clarification on any of these sections.

1. Experience With Municipal Law.

Since my first work as an attorney, I've worked for governmental clients. Shortly after starting my own law practice in December 2003, I became a municipal attorney. Since then, my work has been good enough – and my reputation has been solid enough – to earn positions representing the Town of Silver Cliff, the Town of Rockvale, and the Town of Coal Creek. In addition, I am the Custer County Attorney and I serve as the attorney for the Cañon City Area Metropolitan Recreation and Park District, along with a number of other governmental entities.

In these capacities, I've done a number of things, including:

- a. Prosecution of municipal code violations
- b. Handling sensitive personnel matters
- c. Drafting and/or review of contracts and Intergovernmental Agreements
- d. Reviewing and/or drafting of municipal code revisions or amendments
- e. Preparation of board resolutions and ordinances
- f. Foreclosure of water and special assessment liens
- g. Assisting with municipal elections (including a number of recall efforts)
- h. Advising staff and board members regarding application of municipal code provisions and Colorado statutes
- i. Assisting and advising regarding acquisition of property
- j. Drafting easement agreements

- k. Tracking legislative changes and pro-actively advising clients regarding application of those changes to daily work
- l. Abatement of nuisances
- m. Liquor licensing issues

In addition to the above-described duties specific to municipal and other governmental work, I have specific skills as one of Southern Colorado's leading trial attorneys. In 2004, the Colorado Trial Lawyers Association awarded me the prestigious "Young Lawyer of the Year" award, the first time in the history of the association this award went to somebody outside of the Denver metropolitan area. I have extensive experience litigating and negotiating with insurance companies as well as individuals. My experience includes appellate practice, and arguing cases at all levels of the Colorado state courts, including successful appeals to the Colorado Supreme Court and the Colorado Court of Appeals.

I understand the Colorado Governmental Immunity Act from both the plaintiff and defense side, and I can effectively represent the Town in claims against it under the CGIA (although it is more likely that the Town's insurance carrier would hire outside counsel to handle such suits).

Finally, I served for several years – from 2001 through the beginning of 2006, and again from 2012 through 2016 – as the representative from the Fremont-Custer Bar Association to the Colorado Bar Association Board of Governors. In this capacity, I helped in crafting a direction for a number of areas, from establishment of title standards to encouraging more rural recruitment for young lawyers to practice outside of the metropolitan areas. Last month, I was also selected to the Board of Directors for the Colorado County Attorneys Association.

I believe my wide range of experience helps provide the base on which a very successful representation of the Town of Palmer Lake can be built.

2. Other Municipal (and Local Governmental) Clients.

In the past five years, I have represented the following municipal and governmental entities:

- a. Town of Silver Cliff (2019-present)
- b. Town of Williamsburg (2005-2025)
- c. Town of Rockvale (2004-2009; 2012-present)
- d. Town of Coal Creek (2012-2019; 2025-present)
- e. Custer County (2019-present) (DHS and CSEU 2019-2024; General County Attorney 2023-present)
- f. Cañon City Area Metropolitan Recreation and Park District (2005-present)
- g. Fremont School District RE-2 (Florence) (2016-present) (truancy only)

3. Services / Methods / Approach That Make Me More Qualified

I am, at my base, a small-town lawyer. I grew up in small towns, and I've practiced law throughout my career in a small town. I understand well the dynamics of small towns – not just from working with small towns, but by living in small towns. I believe that may be very helpful to me understanding the unique challenges that government in Palmer Lake faces on a daily basis.

I had initially not planned on presenting a proposal for this position; however, I have noticed that there have been several attempts to locate a Town Attorney for Palmer Lake recently, and it seems that there has been some difficulty nailing down an attorney for this position. With that in mind, I am presenting this proposal. While my distance from Palmer Lake is likely a negative in your consideration, I would point out that the travel time from my office to Palmer Lake is likely no different than that of a law firm applying from the central Denver area, and my hourly rate is likely much more attractive than such a law firm.

4. Public Disciplinary Proceedings

I certify that I have had no public disciplinary proceedings against me or any employee of my firm.

5. Potential Conflicts of Interest

I am unaware of any potential conflicts of interest that currently exist regarding the Town of Palmer Lake.

6. Client References

The following are three client references for your use:

H.A. "Buck" Wenzel
Mayor
Town of Silver Cliff
612 E. Main Street
Silver Cliff, CO 81252
(719) 250-8963

Kyle Horne
Executive Director
Cañon City Area Metropolitan Recreation and Park District
575 Ash Lane
Canon City, CO 81212
(719) 275-1578

Lucas Epp
County Commissioner
Custer County
205 S. 6th Street
Westcliffe, CO 81252
(719) 371-9267

7. Professional Liability Insurance

As a sole practitioner (as opposed to a professional corporation or limited liability company), I do not carry professional liability insurance. If this is an issue, I am happy to discuss this with the Board of Trustees.

8. Team Members

I am a sole practitioner; this proposal presumes that I would be doing the work for the Town as the Town Attorney. I have a single staff member / legal assistant: Suzanne Randolph, who is invaluable in terms of “getting things done.” A copy of my resume is attached.

9. Proposed Schedule of Fees

For local governments, my fees are much lower than for my private clients. While I normally charge \$300.00 per hour for attorney time for “walk-in” private clients in my practice, **I use an hourly rate of \$135.00 per hour for attorney time and \$65.00 per hour for legal assistant time.** In addition, I also charge for mileage (at the standard I.R.S. rate) and travel time, although I have the capacity to attend any meeting by video or telephone as well. In addition, to the extent that the Board of Trustees determines that it would be beneficial for me to attend any conference of the C.M.L. attorneys’ group, I would request that the Town pay only for my lodging and any registration fees; I would not charge for time, mileage, or travel time for such conference.

I am truly excited about the prospect of working with the Town of Palmer Lake. I think my experience, small-town focused outlook, and low costs make me the ideal choice to represent the Town. I look forward to responding to any further questions you may have about this proposal, or my experience level. Please don’t hesitate to contact me with any additional inquiries based on this proposal.

Sincerely,



Dan Slater
Attorney at Law

DAN SLATER

1415 MAIN STREET, SUITE A • CAÑON CITY, COLORADO 81212
719/269-3315 • DAN@DANSLATERLAW.COM • HTTP://WWW.DANSLATERLAW.COM

WORK EXPERIENCE

- Dec 2003 – Present* **Law Office of Dan Slater, Cañon City, Colorado.**
Sole Practitioner.
Represents a wide variety of clients in several areas of law, including civil litigation, local government law, real estate, construction law, and personal injury matters.
- Dec 1998 – Nov 2003* **McDermott Law Firm, Cañon City, Colorado.**
Associate Attorney.
Provided legal assistance to firm's clients in a variety of areas of law, with emphasis on civil litigation and real estate law. Work also included special district law, real estate, and small business organization. Litigation work included personal injury, employment law, civil rights, dependency and neglect court-appointed guardian ad litem, and estate litigation.
- Jan 1996 – Nov 1998* **Kinsella Communications, Ltd., Washington, D.C.**
Media Planner.
Duties for the nation's pre-eminent class action notice advertising and PR firm included development of national television, magazine, radio, and newspaper notice plans, ad design, and calculation of effectiveness. Worked on some of the nation's largest complex litigation cases, including the Dow Corning bankruptcy, Engle and Broin tobacco cases, NASDAQ market-maker litigation, Celotex bankruptcy, polybutylene pipe cases, Masonite hardboard siding litigation, and the L-P hardwood siding litigation. Co-authored article for Glasser LegalWorks 98 entitled, "The Future of Class Action Notice."

EDUCATION

- 1994 – 1998* **The Washington College of Law at American University, Washington, D.C.**
Juris Doctorate.
Coursework focused primarily on civil litigation with an emphasis on environmental law. Courses included trial practice, complex litigation, pretrial practice, environmental litigation, and corporate law. LSAT scores in the 98th percentile. Graduated by attending evening classes while working full-time during the day.
- 1990 – 1994* **The University of Oklahoma, Norman, Oklahoma.**
Bachelor of Arts.
Graduated with major in Political Science and double minors in Communications and History. Recipient of Regents' scholarship and the Award of Excellence.

PROFESSIONAL / COMMUNITY LEADERSHIP & AWARDS

Colorado's "Young Trial Lawyer of the Year," Colorado Trial Lawyers Association, 2004.
Member, Fremont / Custer Bar Association, 1999-present; President, 2012-2016.
Vice Chair, Denver 2008 Host Committee, 2005-2007; Member, Board of Directors, 2005-2009; co-chair, Volunteer Committee, 2007-2008.
Chair, 11th Judicial District Judicial Performance Commission, 2002-2009.
Member, Colorado Bar Association Board of Governors, 2000-2006 / 2012-2016; Nominating Committee, 2001-2003.
Member, Organizational Steering Committee, Heart of Colorado CASA, 2006-2007.
Member, Cañon City Chamber of Commerce, 2007-2008.

DAN SLATER

PAGE TWO.

LICENSE

Licensed to Practice Law:

Colorado, 1998.

U.S. Dist. Colo., 1999.

10th Cir., 1999.

Hawaii, 2012 (vol. inactive status).

PRACTICE AREAS

Local Government

Civil Litigation

Real Estate (Litigation and Transactional)

Construction

Contract

Employment

Probate

Personal Injuries

Dependency & Neglect

REPRESENTATIVE CLIENTS

Custer County

Cañon City Area Metropolitan Recreation and Park District

Town of Silver Cliff

Town of Rockvale

Town of Coal Creek



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

DATE: July 9, 2026	ITEM NO.	SUBJECT: Safe Built Amendment
Presented by: Glen Smith Interim Town Administrator		

Staff are requesting an amendment to the Safe Built contract to include the attached Engineering services.

These services will be required to complete the planned development and subdivision of the Elephant Rock property.

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF PALMER LAKE, COLORADO
AND SAFEbuilt COLORADO, LLC**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between Town of Palmer Lake, Colorado (Municipality) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into that certain Professional Services Agreement (Agreement) on May 19, 2026, establishing the terms and conditions for the provision of services; and

WHEREAS, pursuant to Section 2, changes to the Services that are mutually agreed upon between the Parties shall be made in writing as a signed and fully executed amendment to the Agreement; and

WHEREAS, Parties wish to add Exhibit B; and

WHEREAS, the Parties hereto now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit B, Fee Schedule for Services shall be replaced with and read in its entirety pursuant to Exhibit B hereto incorporated.
3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Colorado, LLC

Town of Palmer Lake, Colorado

Signature: _____

Signature: _____

Name: Matthew K. Causley

Name: _____

Title: Chief Operating Officer

Title: _____

Date: July 2, 2026

Date: _____

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”). Such increases shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Classification

Hourly Billing Rate

Engineering

Principal in Charge	\$273
Principal Engineer	\$247
City Surveyor	\$237
City Engineer	\$242
Project Manager	\$227
Senior Traffic Engineer	\$216
Traffic Engineer III	\$206
Traffic Engineer II	\$196
Traffic Engineer I	\$186
Traffic Engineering Associate II	\$170
Traffic Engineering Associate I	\$160
Transportation Engineer	\$225
Supervising Engineer	\$220
Senior Engineer	\$215
Licensed Land Surveyor	\$205
Engineering Associate III	\$170
Engineering Associate II	\$160
Engineering Associate I	\$150
Survey Technician	\$140
Senior Engineering Technician	\$140
Engineering Technician III	\$140
Engineering Technician II	\$125
Engineering Technician I	\$115
Student Trainee	\$60
Grading Plans Examiner	\$175

**TOWN OF PALMER LAKE, COLORADO
RESOLUTION NO. 28-2026**

**A RESOLUTION CALLING FOR THE NOVEMBER 3, 2026, TOWN OF PALMER LAKE
REGULAR ELECTION TO BE CONDUCTED AS A COORDINATED ELECTION;
APPOINTING THE TOWN CLERK AS THE DESIGNATED ELECTION OFFICIAL;
ADOPTING THE COLORADO UNIFORM ELECTION CODE FOR THIS ELECTION, AND
AUTHORIZING THE TOWN CLERK TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE EL PASO COUNTY CLERK AND RECORDER FOR
CONDUCTING THE ELECTION**

WHEREAS, the Town of Palmer Lake ("Town") is a statutory Town duly organized and existing under CRS Title 31; and

WHEREAS, pursuant to Town of Palmer Lake Municipal Code Section 2.28.010, the Town's regular election is to be held on the Tuesday on which the general statewide election is held in November of each even-numbered year; and

WHEREAS, The Town desires to hold this regular election as a coordinated mail ballot election with El Paso County;

WHEREAS, The Town Board hereby calls for its regular election to be held on Tuesday November 3, 2026, and

WHEREAS, The Town Board hereby adopts the Colorado Uniform Election Code of 1992, Article 1, Title 1, et seq, C.R.S. as amended (the Election Code), and the rules of the Colorado Secretary of State; and

WHEREAS, the El Paso County Clerk and Recorder ("County Clerk") and the Town are required to enter into an intergovernmental agreement ("Election IGA") to administer their respective duties to conduct the 2026 Election, including, if necessary, mailing of notice required by Article X, Section 20 of the Colorado Constitution ("TABOR"); and

WHEREAS, the Town wishes to appoint a Designated Election Official to conduct the 2026 Election in accordance with the provisions of the Election IGA, the Town Municipal Code, the Election Code, and TABOR (jointly, the "Election Laws"), and to act as primary liaison and have primary responsibilities for all 2026 Election procedures handled by the Town in coordination with the County Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF PALMER LAKE, COLORADO THAT:

Section 1. Incorporation. The recitals set forth above are incorporated and resolved as if set forth in this section in full.

Section 2. Call for Election. The 2026 Election of the registered voters of the Town shall be held on November 3, 2026, pursuant to and in accordance with the Election Laws.

Section 3. Designated Election Official. The Town of Palmer Lake Board of Trustees

hereby appoints the Town Clerk as the Designated Election Official for the conduct of any election on behalf of the Town. The Town Clerk is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws, including entering into the Election IGA with the County Clerk for the conduct of the election.

Section 4. Effective Date. This Resolution shall become effective and be in full force and effect immediately upon approval.

Section 5. Severability. If any portion of this Resolution or the application thereof shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications which can be given effect without the invalid portion or application, provided such remaining portions or applications are not determined by the court to be inoperable.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9th DAY OF JULY 2026.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Erica N. Romero, CMC
Town Clerk

BY: _____
Dennis Stern
Mayor