

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 67-2023

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT FOR SERVICES TO REWRITE CRITICAL ISSUES IN THE TOWN LAND USE CODE, PALMER LAKE, COLORADO

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

WHEREAS, the Town Board of Trustees has authority over agreements for the Town; and

WHEREAS, the Town requires revision to critical issues in the land use code; and

WHEREAS, grant funds were secured to conduct the revision of critical issues; and

WHEREAS, the Town solicited proposals to complete the critical land use code revision and one submittal was received which meets the needs of the Town.

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

1. The Town Board of Trustees hereby authorizes a professional services agreement for services to rewrite critical issues in the land use code from Community Matters Institute for services and fees outlined in the enclosed exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.


INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF SEPTEMBER 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

Grant Havenar
Mayor

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 29 day of September, 2023, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town seeks to complete critical revisions to the Town Land Use Code.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

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

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an hourly wage in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include a breakdown for all charges.

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF SERVICES

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

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. COMPLIANCE WITH LAW

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

IX. INDEMNIFICATION

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

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

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

X. INSURANCE

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

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

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

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

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

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

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

XI. NONASSIGNABILITY

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

XII. TERMINATION

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

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. NOTICE

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

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

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

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

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

TOWN OF PALMER LAKE, COLORADO

By: *Alvin Stevenson*, Mayor

CONSULTANT

By: _____
 Title: _____

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

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

 Notary

My Commission Expires: _____ (SEAL)

Phase I: Project Initiation, Diagnosis, and Key Measures of Success.

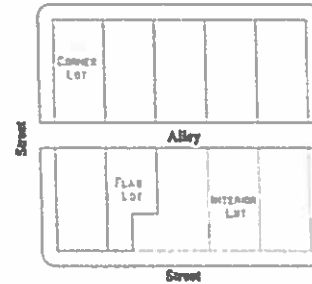
STEP IA- PROJECT INITIATION, EXPECTATIONS, AND MEASURE OF SUCCESS

Our first step after being selected will be to meet with the appropriate staff and other officials to refine the work program with specific time schedules and expectations for the project. We will want to clearly define measures of success. This meeting will ensure we have a precise picture of the Town's expectations, needs, and key goals for the Land Use Code update. This also will be an opportunity to make any needed revisions to the scope of services. Prior to this meeting, Community Matters will undertake an initial review of relevant policies, update our initial Land Use Code diagnosis, and discuss recently observed code issues with Town staff.

Who: Community Matters--Cole and Davenport

Products:

- Zoom Meeting with staff (and appointed and elected officials as directed by staff).



TYPES OF LOTS

STEP IB- VIRTUAL WORKSHOP WITH THE PLANNING COMMISSION AND STAFF (GOALS 1-5)

- Workshop to revisit the findings from this past Spring, discuss development review procedures, and discuss questions that the Planning Commission has about the development review process.
- A chart indicating the time schedule for meetings and project completion, including monthly status reports to the Town Administrator to assist with grant reporting requirements.

Who: Community Matters--Cole and Davenport

Products:

- A workshop summary memo.
- An updated list of key development issues to be addressed in the new Code.
- A strategy for making the needed revisions within the political and financial constraints of the community.

Phase II: Code Review

Overview: We will complete a full redlined code diagnosis. We will flag elements of the code that create barriers to investment, particularly in the downtown area, and note those areas of the code that may result in unintended consequences.

STEP II-A: RESEARCH AND ANALYSIS (GOALS 3, 4, 5)

Our analysis will incorporate issues identified by the Town Administrator and Town Attorney. There will be an analysis of each chapter, enumerating modifications that are necessary to achieve the goals established for this update. We will work with staff to locate gaps within the regulations that will also impact other Articles in the Code. There are also sections of primarily Chapter 5 and Chapter 14 that could potentially be moved to the new Land Use Code for ease of reference. This includes Annexation (not included except for note in Chapter 13), Short-term rentals (Chapter 5.08), Recreational Vehicles (adopted 8-2023 – Chapter 10.14), Lighting Requirements (Chapter 14.20), Landscape requirements, and ensuring the Zone District requirements are aligned with the Community Master Plan.

Community Matters will utilize its own database, the Department of Local Affairs (DOLA) Model Land Use Code¹, recent court cases, and changes to land use law to outline provisions for use in the Code Update. The information will then be evaluated for suitability with respect to Town objectives.

Who: Community Matters--Cole and Davenport

Products:

- Zoom meeting with staff in order to review their code issues and suggestions (Town Administrator/Clerk, Town Engineer, and Town Attorney).
- Redline comments on the existing Chapters 16 and 17 with suggested changes and questions for the Planning Commissioners.
- Updated Code Diagnosis memo, summarizing issues and a worksheet for Planning Commissioners to respond to.

STEP II-C: COORDINATION WITH PLANS AND OTHER CODE REGULATIONS (GOALS 1, 3, 4, AND 5)

It is important to understand how those areas requiring amendment 'fit' with and are consistent with the Community Master Plan, adopted Public Works Manual (ECC) as well as other Chapters and sections of the Municipal Code.

- Identify land use code regulations that could be added or changed to better align with the newly adopted Community Master Plan and work to ensure that future development aligns with the vision of the Plan.
- Identify conflicting provisions between each section of Chapter 16 and Chapter 17, and cross-reference by topic to other sections in applicable Chapters of the Municipal Code. Draft amendments to sections in other Chapters to ensure consistency throughout the Municipal Code in consultation with staff and the Town Attorney.

Who: Community Matters—Cole with input from GMS and Krob Law

STEP II-D: FINAL ORGANIZATION AND CROSS REFERENCES (GOAL 1 AND 5)

As noted in the Request for Quotes (RFQ), we will:

- Review the current organizational structure of the Town's land use regulations and recommend an improved structure.
- Cross Reference related Chapters of the Municipal Code



Who: Community Matters—Cole

Products:

- Review the previous Planning Commissioner agreement on Code Organization and Table of Contents in memo form which includes an annotated outline of the Land Development Code, with recommended changes.

Who: Community Matters—Cole

¹ CMI as a not-for-profit organization has been invited to participate in the testing of DOLA's new model land use code for small and medium size communities.

Phase III: Final Code Reorganization and Code Preparation

STEP III-A: CODE REORGANIZATION, REWRITE (GOALS 1-5)

Community Matters will reorganize the code, based on the agreed-upon outline. Individual code sections will be drafted, and in some cases rewritten, and then presented for review and discussion with staff and Planning Commissions. As noted in the RFQ, this will include:

- Draft code revisions and new regulations per the Goals of the RFQ. All text changes and new text shall be annotated and provided to staff as needed throughout the review and approval process.
- Address the pyramid-style zoning in the land use regulations in a manner that creates as few non-conformities as possible upon adoption of the updated LUC with the aid of GIS mapping.

Who: Community Matters—Cole and Davenport with In-kind review by Institute Board Member(s)

Products:

- Drafts of New Code Sections.
- Initial Draft of New Code showing all revisions.

STEP III-B: DEVELOP SUBMITTAL REQUIREMENTS, VIRTUAL WORK SESSION WITH PLANNING COMMISSION (GOALS 1, 3, AND 4)

Application, and submittal requirements, including missing sections noted in Goal 3.

Who: Community Matters—Davenport

Products:

- Submittal Checklists.
- Virtual work session with the Planning Commission

STEP III C: DRAFTING OF PROCEDURES FOR APPLICATIONS, ENFORCEMENT, AND ADMINISTRATION (GOAL 1, 3,4 AND 5)

We will work with staff to streamline and organize all procedures and administrative items. Existing review and approval procedures will be evaluated. Palmer Lake does not need big city regulations, particularly given the limited staff resources. Revised procedures will be presented to decision-making bodies and staff for review and discussion. We will also evaluate regulatory processes and procedures that enhance hazard mitigation (wildfire, steep slopes, and flood-prone areas) and guide decisions for future growth. The goal is to incorporate amendments that provide predictability and flexibility into processes, standards, and regulations.

Staff memos and reports will be evaluated to ascertain if there are ways to streamline the process. This includes discretionary items that currently can come before the Planning Commission and Board of Trustees.

Who: Cole and Davenport

Products:

- Mechanisms to ensure timely review for both the applicant and staff.
- Finalize proposed procedures for application, enforcement, and administration with Town Staff.

STEP III-D: COMMUNITY OPEN HOUSE

Community Matters proposes a community-wide 'Open House' with listening posts for each of the substantive code amendment topic areas. This Open House (suggested time 4 pm to 7 pm) will allow those who are not



comfortable speaking in public the opportunity to ask questions on an informal basis. The Open House will include a continuously running PowerPoint presentation highlighting what it means for those who live, own a business, work, invest, or visit Palmer Lake.

We will use a similar format to what was used during the preparation of the Community Master Plan.

Who: Community Matters Institute and Town Staff

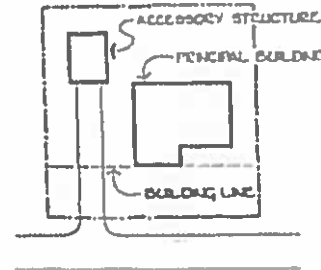
Products:

- Display boards that can be used throughout Town.
- Answers to questions on the Town Website.

Phase IV: Final Land Use Code and Adoption

STEP IV-A: DRAFT OF LAND USE CODE (ALL GOALS INCLUDING GOAL 2)

Community Matters will provide a complete draft of the Land Use Code for review and discussion by staff and decision-makers. We will prepare a revised draft based on comments received from staff, the Planning Commission, and the Board of Trustees.



We will facilitate a work session with the appropriate Town officials and interested citizens followed by a Public Hearing to review the draft code emphasizing the land use regulations have served the community for 50 years. The first public hearing is primarily intended as a mechanism to gather constructive feedback on possible changes to the ordinance. It will also provide an opportunity for people who may not be as involved in the development process to get a better understanding of how the Land Use Code directly affects the way their community looks and functions.

As we prepare the final code amendments, we will work closely with staff, the Planning Commission, Town Attorney, and the Board of Trustees to ensure the new Code is defensible and acceptable.

Who: Cole, Davenport, and Haywood (who will address economic development opportunities with staff and elected officials); assumes review by Town Attorney and staff prior to adoption

Products:

- Complete Draft of the Land Use Code.
- Summary explaining the proposed Code amendments and the process used.
- Joint Planning Commission/Trustee Worksession followed by a public hearing.
- A summary of the workshop and public hearing proceedings and any resulting actions that we need to take.

STEP IV-B: ADOPTION PROCESS

As described above, final revisions will be made to the Code, based on the first public hearing and final staff review. This task assumes that the revisions will be minor and will not include a major shift in form, structure, or content.

- All text changes and new text shall be annotated and provided to staff and the Planning Commission as needed throughout the review and approval process.
- Provide an adoption timeline that incorporates advertising and public hearing requirements.

- Include at least one joint work session with the Planning Commission and Board of Trustees prior to the scheduled public hearings.
- Provide one digital and editable copy of all working documents, illustrations, GIS files, tracked changes and edits, photos, and presentations.

Who: Community Matters Institute—Cole and Davenport

Product:

- A revised final draft of the Land Use Code in a form appropriate for review through final public hearing and adoption.
- Adoption timeline that incorporates public notice and public hearing requirements.
- At least one work session each with Planning Commission and Board of Trustees prior to the scheduled public hearing.

TASK IV-C PUBLIC HEARINGS

Community Matters will assist staff prepare, present, and educate the community during the public hearing process. We have allocated 20 hours to this task.

STEP IV-D: FINAL REVISIONS (GOALS 1-5)

We will incorporate any revisions to the Code as adopted, in a form appropriate for final review as to form by the Town Attorney. Graphics will be included once approved by the Town Attorney. The Community Development Director and Town Attorney will provide direction as to whether the Code Update will either be drafted as one ordinance, or as a series of ordinances.

Who: Community Matters—Cole and Davenport

Product:

- Final Ordinance(s) in PDF format and Word format with graphics.
- The final format of the adopted Code shall be the responsibility of MuniCode.

TABLE: BUDGET AND SCHEDULE: PALMER LAKE'S TOTAL COST = \$50,000					
Key: BOT -- Board of Trustees, PC -- Planning Commission, CMI -- Community Matters					
* Number of asterisks in Schedule column indicates the number of meetings, workshops, etc.					
	Description	By Whom	CMI Hours	Costs	Schedule
Phase I: Project Initiation, Diagnosis, and Key Measures					
I-A	Project Initiation, Community Expectations, and Measures of Success	CMI, staff	4	560	Month 1*
I-B	Preparation for and facilitation of Virtual Workshop with Planning Commission, memo outlining direction and response to questions	Cole	25	3,500	Month 1*
Subtotal			30	4,060	
Phase II: Code Review					
II-A	Research and Analysis	CMI, staff	20	2,800	Month 2
II-B	Analysis of Procedures	CMI	20	2,800	Month 2
II-C	Coordination with Plans and Other Regulations	CMI	16	2,240	Month 2
II-D	Final Organization with cross references	Cole	16	2,240	Month 2
Subtotal				10,080	
Phase III: Code Reorganization and Code Preparation					
III-A	Code Reorganization, Rewrite	Cole, Davenport	100	14,000	Months 3 and 4
III-B	Development Submittal Requirements tables+ Work session with Planning Commission	Davenport, Cole	20	2,800	Months 3 and 4
III-C	Procedures	Cole, Davenport	14	1,960	Month 5
III-D	Community Open House	CMI, staff, PC	25	3,500	Month 5
Subtotal				22,260	
Phase IV: Final Land Use Code and Adoption					
IV-A	Final Draft of Land Use Code	CMI	30	4,200	Month 6
IV-B	Adoption Process- work sessions	CMI	20	2,800	Month 6
IV-C	Public Hearings	CMI, staff, PC, BOT	20	2,800	Month 6
IV-D	Final Revisions	CMI, staff	25	3,500	Month 6
Subtotal				13,300	
Summary					
Professional Services Total				49,700	
Reimbursable expenses up to a maximum				\$300	
NOT OF EXCEED TOTAL COST				50,000	
Labor rates 2023- (80% of normal billing rate as required for Private Not-for-Profit 501 c 3 Foundations)					
Cole, Davenport, or Haywood - \$140/hour /Other CMI staff - \$75/hour					
Expenses (out of pocket, no additional administrative cost), no markup on any costs					
Vehicle use (per IRS) - \$0.65.5/mile Copying (per vendor) - \$0.07/page Plotting (such as maps) - \$7.00/square foot approximate					