



BOARD OF TRUSTEES MEETING

Thursday, September 28, 2023

Executive Session at 5:00 PM / **Regular Meeting at 6:00 PM**

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

LIVE STREAM available at Town website

AGENDA

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

Call to Order & Roll Call

Convene to Executive Session

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – Town Administrator Employment Agreement; ER property lease; and for personnel matter under C.R.S. 24-6-402(4)(f) - Town Administrator evaluation.

Reconvene to Open Session by 5:45 pm for Regular Meeting to Begin at 6:00 PM

Roll Call

Pledge of Allegiance

Consent Agenda

Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.

- [1.](#) Minutes from September 14, 2023 Meeting
2. Checks over \$15,000 - Meyer & Sams dba GMS (\$26,236.40); Bradley Excavating (\$99,034); CIRSA (\$30,876.59)
- [3.](#) Financials (August)

Staff/Department Reports

4. Attorney
5. Administrator/Clerk

Public Hearing - Chair will introduce the item and hear the applicant request. Chair will ask if any public member wishes to speak for or against the request. Public should address the Commission members directly while members listen. Applicant may provide closing remarks and members may ask questions of the applicant. Chair will close the hearing and members will discuss the item, move a recommendation, and/or continue the hearing to a particular date.

- [6.](#) Application for a Conditional Use for Residential Dwelling in C1 Zone
- [7.](#) Consider Revised Application to Vacate El Moro Town Right of Way

Business Items

- [8.](#) Resolution 68-2023 to Approve Conditional Use for a Residential Dwelling in C1 Zone, Vale St
- [9.](#) Ordinance 21-2023 to Vacate Portion of El Moro Right of Way
- [10.](#) Resolution 61-2023 to Appoint Board Member to the Community Development Advisory Board
- [11.](#) Resolution 66-2023 to Authorize Professional Service Agreement for Accounting Service (Kelly Books)
- [12.](#) Resolution 67-2023 to Authorize a Professional Service to Rewrite Land Use Critical Issues (CMI)
- [13.](#) Resolution 55-2023 to Authorize Lease Agreement for 2.8 Acres at Elephant Rock Property
- [14.](#) Ordinance 22-2023 to Regulate RV Storage and Use on Private Property
- [15.](#) Consider Letter of Support for CPW Non-motorized Grant for Parks Commission
- [16.](#) Consideration to Support a Board Appointment to a Wildfire Resiliency Code Board (Division of Fire Prevention & Control) - Trustee Ball

Public Comment - Public comments are encouraged to be emailed to the Town office with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please step to the microphone, state your name and address for the record, and address the Board on matters not on the agenda. Please note that the Board will not take action on your comment but may refer it to staff and/or a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!

Board Reports

Next Meeting (10/4 workshop; 10/12 meeting) and Future Items

Convene to Executive Session for unfinished discussion

Reconvene to Open Session

- 17. Consideration of Employment Agreement for Town Administrator/Clerk

Adjourn

Americans with Disabilities Act

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



BOARD OF TRUSTEES MEETING

Thursday, September 14, 2023 at 6:00 PM

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

MINUTES

Call to Order. Mayor called the meeting to order at 6:06 pm.

Pledge of Allegiance. Trustee Dreher led the pledge.

Roll Call. Present: Mayor Glant Havenar; Trustees Nick Ehrhardt, Shana Ball, Sam Padgett, Kevin Dreher, Jessica Farr, Dennis Stern.

Presentations

Mayor suggested taking item 2 first.

2. PLPD Recognition of Officer Ramirez (Life Saving Medal). Chief Vanderpool acknowledged Officer Ramirez for a life saving act and read the account of the incident for the Board.

1. 2023 Creek Week Proclamation. Mayor Havenar read the proclamation for Creek Week September 30 through October 8, 2023.

Consent Agenda

MOTION (Ball, Farr) to approve the consent agenda including items 3) Minutes from August 24, 2023 Meeting and 4) Checks over \$15,000 - Schmidt Construction. Roll call vote – aye 7; nay 0. Motion passed.

Staff/Department Reports

5) Water; 6) Public Works including Roads & Park Maintenance; 7) Police; 8) Fire; 9) Administration – in packets with no questions.

10. Attorney – none.

11. Administrator/Clerk. Collins

Business Items

Mayor Havenar announced taking item 16 first.

16. Special Event Application - Palmer Lake Outdoor Classic (1/5-7). Ms. Jill Bradley addressed the Board with the plans for the hockey classic tournament, sharing a promotional video, and reviewing the weekend events beginning with set up on Thursday and following with a Friday evening youth camp, Saturday high school hockey tournament, and adult hockey on Sunday, January 5-7. Details for possible low profile fireworks are being reviewed for Saturday evening. Discussion took place about an

alternate date depending on weather and ice condition as well as waiving the fee. Collins mentioned that PD will be assigned and Fire on standby for the activity on Saturday. MOTION (Padgett, Dreher) to approve the event and waive the application fee. Roll call vote – aye 7; nay 0. Motion passed.

12. Special Event Application - Monument Academy Cross Country (9/28). Collins provided the background for the cross country event on September 28. MOTION (Padgett, Farr) to approve the cross country event and waive the application fee. Roll call vote – aye 7; nay 0. Motion passed.

13. Special Event Application - Funky Little Theater Production of Sleepy Hollow (10/13-14). Collins provided the details for the one man performance of the Legend of Sleepy Hollow with two shows the weekend of October 13. MOTION (Padgett, Farr) to approve the event and waive the application fee. Roll call vote – aye 7; nay 0. Motion passed.

14. Special Event Application - Creepy Crawl 5K Fun Run, YMCA (10/28). Collins explained the annual event with PD assignment. MOTION (Padgett, Stern) to approve the annual fun run event on October 28 and waive the application fee. Roll call vote – aye 7; nay 0. Motion passed.

15. Special Event Application - Rat Rods and Rust Car/Bike Show (10/28). Mr. Jeremiah King provided his background to the Board and explained the trend of rat rod events. This request is for a first of annual car/bike shows beginning in 2024. It will include a children's costume contest and trunk or treat from 2-6 pm. Discussion took place about the morning event and parking overlap. Staff noted that the area will be noticed for the event. Discussion about total attendees took place and Mayor Havenar suggested that as it got closer, if numbers were high, that the event planner add a portable toilet for the event. MOTION (Padgett, Dreher) to approve the car/bike show. Roll call vote – aye 7; nay 0. Motion passed.

17. Resolution 64-2023 to Appoint Alternate Member to Parks Commission. Collins stated that the Parks Commission recommended the appointment of alternate member Garcia Wood to the Parks Commission. MOTION (Dreher, Ehrhardt) to approve Resolution 64-2023 appointing Ms. Wood as alternate member. Roll call vote – aye 7; nay 0. Motion passed.

18. Resolution 61-2023 to Appoint Member to the Community Development Advisory Board (CDAB). Discussion took place about Trustees Shana Ball and Sam Padgett being interested in the appointment. Trustee Padgett stated she was unaware of the messaging for the proposed appointment. MOTION (Ball, Padgett) to table Resolution 61 until the next meeting. Trustee Padgett will review the commitment with her family. Roll call vote – aye 7; nay 0. Motion passed.

19. Resolution 62-2023 to Authorize Agreement - PLPD and EPC for Incinerator Use and Restrictions. Chief Vanderpool explained the use of the agreement to appropriately destroy evidence. MOTION (Ball, Stern) to approve Resolution 62-2023 authorizing the agreement. Roll call vote – aye 7; nay 0. Motion passed.

20. Resolution 65-2023 to Renew Memo of Understanding to Collaborate on Services to Victims of Crime, PD and EPC Sheriff. Chief Vanderpool reviewed the need for victim services. MOTION (Padgett, Dreher) to approve Resolution 65-2023 renewing the MOU. Roll call vote – aye 7; nay 0. Motion passed.

21. Resolution 63-2023 to Consider New Flushing Water Rates. Collins explained the purpose for the flushing water rates and background arriving at the rates comparable to bulk water rates. MOTION (Dreher, Stern) to approve Resolution 63-2023 as presented. Roll call vote – aye 5; nay 2 (Padgett, Farr). Motion passed.

22. Ordinance 20-2023 to Disconnect Parcel from Town (Fitzgerald). Mayor Havenar explained the item and asked if any public member wanted to speak to this item. There was none. MOTION (Farr, Stern) to approve Ordinance 20-2023 to disconnect the parcel. Roll call vote – aye 7; nay 0. Motion passed.

23. Ordinance 21-2023 to Adopt Ch.17.76 Sign Code. Discussion took place among Board members that the code was an overreach. Members discussed what to do about signs that have not complied with code. Attorney Krob suggested the Board consider a workshop to hear the public and clarify options that may take place with existing signs. Ms. Brenda Quinones on behalf of Alpine Essentials questioned how non-compliance will be addressed. She also inquired about wave banners and the allocation of signs for multiple licenses. Collins noted that there is a process for an exception written into the code. Mr. Jeremiah King inquired about temporary signs for events. Collins noted the code addresses temporary signs. MOTION (Farr, Padgett) to table the sign code to a workshop on October 4. Roll call vote – aye 7; nay 0. Motion passed.

Public Comment. None.

Board Reports. Trustee Ehrhardt updated the Board on the activity from the Parks Commission meeting. Trustee Ball provided a summary to the Board of the cooperative meetings she is attending (handout). Trustee Padgett inquired about a report of the retail marijuana revenue. Attorney Krob responded that staff will check directly with the establishments to report it. Mayor Havenar reported on attending the PPACG meeting.

Next Meeting (9/28) and Future Items

Convene to Executive Session. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – Elephant Rock property lease; for conference with Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) - release of confidential discussions in executive sessions; and personnel matter under C.R.S. 24-6-402(4)(f) - Town Administrator evaluation and contract review. MOTION (Farr, Padgett) to convene to executive session at 7:47 pm. Roll call vote – aye 7; nay 0. Motion passed.

Reconvene to Open Session. MOTION (Stern, Farr) to reconvene to open session at 9:47 pm. Roll call vote – aye 7; nay 0. Motion passed.

Adjourn. MOTION (Stern, Farr) to adjourn at 9:47 pm. Motion passed.

Mayor Glant Havenar

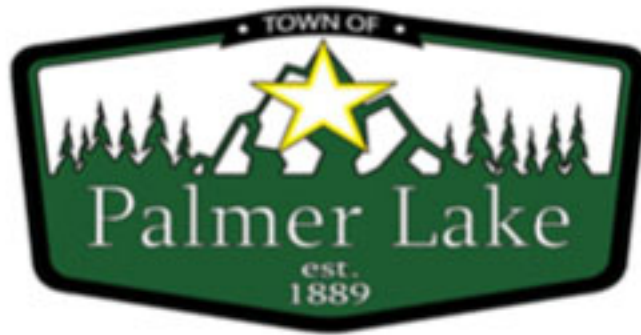
ATTEST: Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
Financial Statements
August 2023
Unaudited



CASH POSITION

August 31, 2023



TOWN OF PALMER LAKE					
Schedule of Cash Position					
August 31, 2023					
FINANCIAL INSTITUTION	TYPE OF ACCOUNT	CHECKING / SAVINGS	BANK RATE	BALANCE	
OPERATING FUNDS:					
Community Banks of CO	General Fund Operating	Checking	n/a	\$	1,030,985
* Restricted - Operating Reserve - 3 months (\$582,475)					
Community Banks of CO	Water Fund Operating	Checking	n/a	\$	1,368,893
* Restricted - Operating Reserve - 3 months (\$236,018)					
Colorado Trust (ColoTrust)	General Fund	Savings	5.29%	\$	1,472,614
Subtotal - Operating Funds				\$	3,872,493
RESTRICTED FUNDS:					
Colorado Trust (ColoTrust)	Water Reserve 2010	Savings	5.29%	\$	187,581
Colorado Trust (ColoTrust)	Water Loan Reserve	Savings	5.29%	\$	207,812
Colorado Trust (ColoTrust)	Water Savings	Savings	5.29%	\$	208,458
Colorado Trust (ColoTrust)	Police CIP Reserve	Savings	5.29%	\$	7
Colorado Trust (ColoTrust)	Fire CIP Reserve	Savings	5.29%	\$	62,586
Colorado Trust (ColoTrust)	CTF Reserve	Savings	5.29%	\$	28,499
Colorado Trust (ColoTrust)	Roads CIP Reserve	Savings	5.29%	\$	10,423
Subtotal - Restricted Funds				\$	705,366
TOTAL				\$	4,577,858

GENERAL FUND

August 2023



TOWN OF PALMER LAKE

SCHEDULE OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND

For the Eight Months Ended August 31, 2023
UNAUDITED

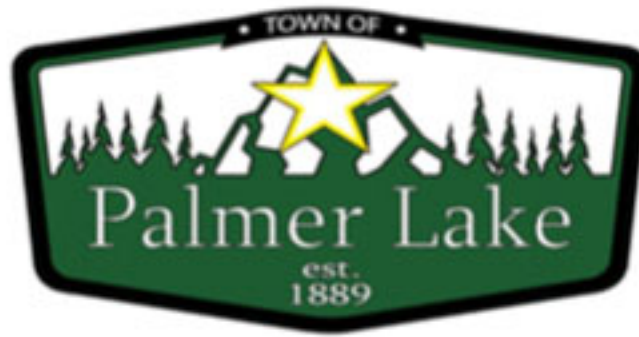
Item 3.

	2023 Amended Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
REVENUE				
Taxes	\$ 3,664,377	\$ 1,859,561	\$ (1,804,816)	51%
Fees and Licenses	261,435	162,173	(99,262)	62%
Intergovernmental	6,000	6,929	929	115%
Fines	90,000	48,000	(42,000)	53%
Interest income	43,000	58,389	15,389	136%
Departmental	49,500	43,262	(6,238)	87%
Grants and Donations	395,182	77,272	(317,910)	20%
Miscellaneous income	117,200	77,347	(39,853)	66%
Total Revenue	<u>\$ 4,626,694</u>	<u>\$ 2,332,933</u>	<u>\$ (2,293,761)</u>	<u>50%</u>
EXPENDITURES				
General and Administrative				
Salaries and Benefits	\$ 274,996	\$ 137,983	\$ 137,013	50%
Professional Services	305,475	124,468	181,007	41%
General Administration	585,317	238,706	346,611	41%
Total General and Administrative	<u>\$ 1,165,788</u>	<u>\$ 501,157</u>	<u>\$ 664,631</u>	<u>43%</u>
Police Department				
Salaries and Benefits	\$ 781,175	\$ 398,217	\$ 382,958	51%
Professional Services	-	5,093	(5,093)	0%
General Administration	122,399	36,625	85,774	30%
Total Police Department	<u>\$ 903,574</u>	<u>\$ 439,935</u>	<u>\$ 463,639</u>	<u>49%</u>
Fire Department				
Salaries and Benefits	\$ 867,644	\$ 330,742	\$ 536,902	38%
Professional Services	-	2,335	(2,335)	0%
General Administration	289,420	49,000	240,420	17%
Total Fire Department	<u>\$ 1,157,064</u>	<u>\$ 382,077</u>	<u>\$ 774,987</u>	<u>33%</u>
Public Works Department - Roads				
Salaries and Benefits	\$ 315,186	\$ 147,974	\$ 167,212	47%
Professional Services	30,000	5,432	24,568	18%
General Administration	756,875	253,455	503,420	33%
Total Roads Department	<u>\$ 1,102,061</u>	<u>\$ 406,861</u>	<u>\$ 695,200</u>	<u>37%</u>
Public Works Department - Parks				
General Administration	\$ 83,165	\$ 46,929	\$ 36,236	56%
Total Parks Department	<u>\$ 83,165</u>	<u>\$ 46,929</u>	<u>\$ 36,236</u>	<u>56%</u>
Grants & Donations	<u>\$ 395,182</u>	<u>\$ 277,824</u>	<u>\$ 117,358</u>	<u>70%</u>
Total Expenditures	<u>\$ 4,806,833</u>	<u>\$ 2,054,783</u>	<u>\$ 2,752,051</u>	<u>43%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ (180,139)</u>	<u>\$ 278,150</u>	<u>\$ 458,290</u>	
FUNDS BALANCE - BEGINNING OF YEAR		<u>\$ 2,880,403</u>		
FUNDS BALANCE - END OF YEAR		<u>\$ 3,158,553</u>		
Less:				
Restricted:				
Operating Reserve - 3 months		(582,475)	<i>Note 1</i>	
Fire and Roads - CIP Reserve		(73,009)		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u><u>\$ 2,503,069</u></u>		

Note 1: A 12 Month Operating Reserve would be Optimum

WATER ENTERPRISE FUND

August 2023



TOWN OF PALMER LAKE

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

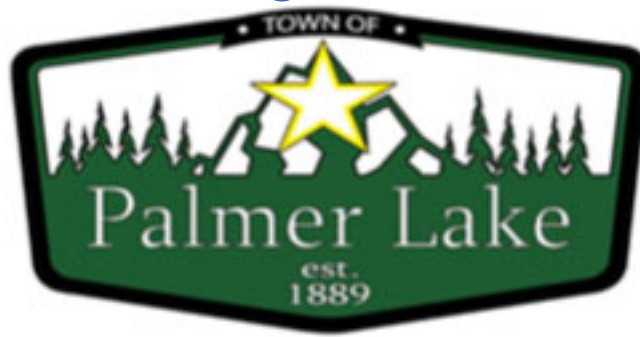
For the Eight Months Ended August 31, 2023
UNAUDITED

	2023 Amended Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
REVENUE				
Water Revenue	\$ 1,156,000	\$ 773,245	\$ (382,755)	67%
Water Fees	55,000	37,405	(17,595)	68%
Water Taps	100,000	8,271	(91,729)	8%
Late Fees/ Service Fees	14,000	12,522	(1,478)	89%
Water Meters	3,000	1,300	(1,700)	43%
ARP Funds	259,238	60,071	(199,167)	23%
Interest	14,000	19,920	5,920	142%
Miscellaneous	10,200	730	(9,470)	7%
Total Revenue	<u>\$ 1,611,438</u>	<u>\$ 913,464</u>	<u>\$ (697,974)</u>	<u>57%</u>
EXPENDITURES				
Salaries and Benefits	\$ 562,906	\$ 252,994	\$ 309,912	45%
Professional Services	183,225	79,799	103,426	44%
Administrative	200,570	105,535	95,035	53%
Operations	222,270	105,089	117,181	47%
Capital	388,525	60,071	328,454	15%
Debt Service	183,229	91,570	91,659	50%
Total Expenditures	<u>\$ 1,740,725</u>	<u>\$ 695,058</u>	<u>\$ 1,045,667</u>	<u>40%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ (129,287)</u>	<u>\$ 218,406</u>	<u>\$ 347,693</u>	
FUNDS AVAILABLE - BEGINNING OF YEAR		<u>\$ 958,494</u>		
FUNDS AVAILABLE - END OF YEAR		<u>\$ 1,176,900</u>		
Less:				
Restricted:				
Operating Reserve - 3 months (CWR&PDA Loan Requirement)		(236,018)	<i>Note 1</i>	
Water Loan Reserve		(207,812)		
Water Reserve - 2010		<u>(187,581)</u>		
FUNDS AVAILABLE - END OF YEAR - Unrestricted		<u><u>\$ 545,489</u></u>		

Note 1: A 12 Month Operating Reserve would be Optimum

CONSERVATION TRUST FUND

August 2023



TOWN OF PALMER LAKE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CONSERVATION TRUST FUND

For the Eight Months Ended August 31, 2023

UNAUDITED

	2023 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
REVENUE				
State Shared Revenue	\$ 36,140	\$ 19,573	\$ (16,567)	54%
Interest/Miscellaneous income	400	940	540	235%
Total Revenue	<u>\$ 36,540</u>	<u>\$ 20,513</u>	<u>\$ (16,027)</u>	<u>56%</u>
EXPENDITURES				
Salaries and Benefits	\$ 20,866	\$ -	\$ 20,866	0%
Administrative	15,674	3,559	12,115	23%
Total Expenditures	<u>\$ 36,540</u>	<u>\$ 3,559</u>	<u>\$ 32,981</u>	<u>10%</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ 16,954</u>	<u>\$ 16,954</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 37,609</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 54,563</u></u>		

GRANTS AND DONATIONS

August 2023



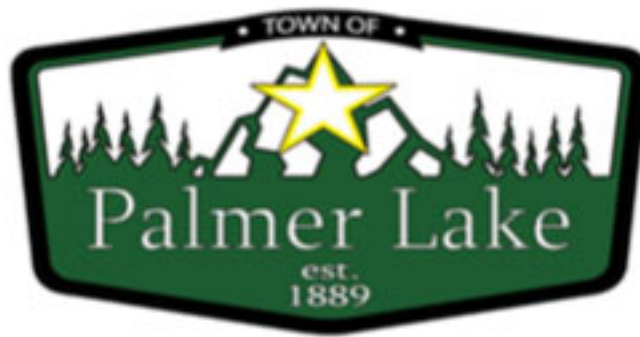
GRANTS & DONATIONS SCHEDULE*For Information Purposes Only*

Item 3.

	2023 Budget	8.31.23 Actual
REVENUE		
Colo. State Historical Society ADA Door	\$ 42,000	\$ -
Police Donations/ Grants	5,000	10,150
CDOT PL Elementary Road Improvement	145,682	16,061
Fire Mitigation Grant	-	48,721
CDOT Overlay Maint.	200,000	-
Parks Donations/ Grants	2,500	2,340
Total Revenue	<u>\$ 395,182</u>	<u>\$ 77,272</u>
EXPENDITURES		
General Administrative		
Colo. State Historical Society ADA Door	\$ 42,000	\$ -
Total General Administrative Expenditures	<u>\$ 42,000</u>	<u>\$ -</u>
Police Department Expenditures		
Grant Expense	\$ 5,000	\$ 7,271
Total Police Department Expenditures	<u>\$ 5,000</u>	<u>\$ 7,271</u>
Fire Department Expenditures		
Grants Expense	\$ -	\$ 541
Total Fire Department Expenditures	<u>\$ -</u>	<u>\$ 541</u>
Roads Department Expenditures		
CDOT Overlay Maint.	\$ 200,000	\$ 241,940
CDOT PL Elementary Road Improvements	145,682	25,900
Total Roads Department Expenditures	<u>\$ 345,682</u>	<u>\$ 267,840</u>
Parks Department Expenditures		
Parks Committee (donations)	\$ 2,500	\$ 2,172
Total Parks Department Expenditures	<u>\$ 2,500</u>	<u>\$ 2,172</u>
Total Expenditures	<u>\$ 395,182</u>	<u>\$ 277,824</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ -</u>	<u>\$ (200,552)</u>

Check Register

August 2023



Town of Palmer Lake
VENDOR CHECK REGISTER REPORT
Payables Management

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	8/1/2023
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		8/31/2023

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
* 49079	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000114	\$116.48
* 49079	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000116	\$116.48
* 49080	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000114	\$116.48
49081	AIRGAS	AIRGAS USA, LLC	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$116.48
49082	AMCOBI	AmCobi	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$2,122.99
49083	AMYHUTSON	AMY HUTSON	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$75.00
49084	BOBCATOFTHEROCK	BOBCAT OF THE ROCKIES	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$65.98
49085	CDPHE	CDPHE	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$820.00
49086	CITYOFFORTCOLLI	CITY OF FORT COLLINS	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$90.00
49087	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$70.00
49088	COREANDMAIN	CORE & MAIN LLP	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$3,830.87
49089	COREELECTRICCOO	CORE ELECTRIC COOPERATIVE	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$6,672.23
49090	DPCINDUSTRIES	DPC INDUSTRIES, INC.	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$70.00
49091	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$414.30
49092	ECS	EMPLOYERS COUNCIL	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$108.25
49093	ENVIROTECH	ENVIROTECH SERVICES, INC.	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$4,602.24
49094	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$1,463.00
49095	FOUNTAINCREEKWA	Fountain Creek Watershed, Floo	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$1,287.00
49096	HACHCOMPANY	HACH COMPANY	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$12,356.00
49097	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$586.80
49098	IRENEJARAMILLO	IRENE JARAMILLO	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$125.00
49099	KELLYBOOKSLLC	KellyBooks LLC	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$3,018.75
49100	LYONSGADDIS	LYONS GADDIS	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$206.50
49101	MCKENNAWILDER	MCKENNA WILDER	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$75.00
49102	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$3,222.65
49103	MUNSONLANDSCAPI	MUNSON LANDSCAPING & EXCAVATIN	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$6,462.50
49104	OREILLY	O'REILLY	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$286.42
49105	PIONEER	PIONEER	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$5,805.64
49106	RHINEHARTOIL	RHINEHART OIL CO., LLC	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$3,364.45
49107	SGS	SGS NORTH AMERICA, INC.	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$240.58
49108	ORCUTT,STEVE	STEVE ORCUTT	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$839.95
49109	T2SYSTEMS	T2 SYSTEMS CANADA INC.	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$70.00
49110	GAZETTE	THE GAZETTE	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$157.34
49111	TRILAKESMONUMEN	Tri-Lakes Monument Fire Protec	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$1,088.36
49112	UNCC	UTILITY NOTIFICATION CENTER OF	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$45.15
49113	WATTSUPFITTINGI	WATTS UPFITTING INC.	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$2,100.00
49114	RUSSERT, WAYNE	WAYNE RUSSERT	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$75.00
49115	WEARPARTS&EQUIP	Wear Parts & Equipment	8/10/2023	COBANK-CKG 9495	PMCHK00000118	\$1,281.56
49116	AMCOBIIT	AMCOBI	8/10/2023	COBANK-CKG 9495	PMCHK00000117	\$3,866.50
49117	COREANDMAIN	CORE & MAIN LLP	8/10/2023	COBANK-CKG 9495	PMCHK00000117	\$296.73
49118	BIBLICA	Biblica	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$100.00
* 49119	BNWCONTRACTING	BNW Contracting	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$75.00
* 49120	CENTURYLINK	CENTURYLINK	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$220.26
49121	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$225.00
* 49122	CKT	COMMON KNOWLEDGE TECHNOLOGY	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$2,348.00
49123	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$4,500.00
* 49124	COREANDMAIN	CORE & MAIN LLP	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$1,488.32
* 49125	DARCIEFARROW	Darcie Farrow	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$125.00
49126	DUKESELECTRIC	DUKES ELECTRIC, INC.	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$600.00
49127	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$32.03
49128	ESO	ESO SOLUTIONS, INC.	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$208.53
49129	INTELLICHOICE	Intellichoice, Inc.	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$2,140.37
49130	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$255.00
49131	LUMEN	LEVEL 3 COMMUNICATIONS, LLC	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$532.76
49132	NEWLIFECHURCH	New Life Church	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$75.00
49133	OREILLY	O'REILLY	12/22/2023	COBANK-CKG 9495	PMCHK00000119	\$27.00

System: 9/19/2023 9:37:01 AM
User Date: 9/19/2023

Town of Palmer Lake
VENDOR CHECK REGISTER REPORT
Payables Management

Page: 2
User ID: mkelly

Item 3.

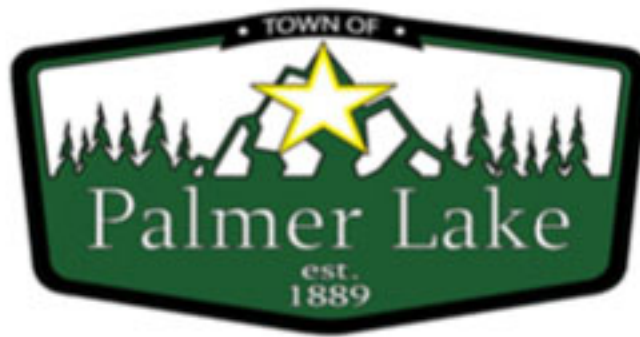
* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
49134	OASISLANDSCAPE	OASIS LANDSCAPE & IRRIGATION I	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$284.56
49135	PALMERLAKESANIT	PALMER LAKE SANITATION	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$1,659.48
49136	RHINEHARTOIL	RHINEHART OIL CO., LLC	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$58.88
49137	RICKAUSMUSTRUCK	RICK AUSMUS TRUCKING	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$1,564.28
49138	T2SYSTEMS	T2 SYSTEMS CANADA INC.	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$1,130.00
49139	COUNTYFIREPROTE	THE COUNTY FIRE PROTECTION GRO	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$909.37
49140	BNWCONTRACTING	BNW Contracting	8/23/2023	COBANK-CKG 9495	PMCHK00000120	\$75.00
49141	CENTURYLINK	CENTURYLINK	8/23/2023	COBANK-CKG 9495	PMCHK00000120	\$220.26
49142	CKT	COMMON KNOWLEDGE TECHNOLOGY	8/23/2023	COBANK-CKG 9495	PMCHK00000120	\$2,348.00
49143	COREANDMAIN	CORE & MAIN LLP	8/23/2023	COBANK-CKG 9495	PMCHK00000120	\$1,488.32
49144	DARCIEFARROW	Darcie Farrow	8/23/2023	COBANK-CKG 9495	PMCHK00000120	\$125.00
49145	BIGOTIRES	Big O Tires	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$2,195.55
49146	BRAINERDCHEMICA	BRAINERD CHEMICAL	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$1,444.19
* 49147	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$60.00
* 49148	COLORADOSTORMWA	COLORADO STORMWATER COUNCIL	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$518.59
49149	DPCINDUSTRIES	DPC INDUSTRIES, INC.	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$70.00
49150	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$4,565.20
49151	GRAINGER	GRAINGER	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$1,697.59
49152	LEADENSCONTRACT	LEADENS CONTRACTING, INC.	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$500.00
49153	MONARCHMERCHAND	MONARCH MERCHANDISING	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$186.95
49154	OREILLY	O'REILLY	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$15.98
49155	PIKESPEAKSTATE	Pikes Peak State College	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$3,953.74
49156	PIONEER	PIONEER	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$407.19
49157	PLEDG	PLEDG	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$75.00
49158	REPUBLICSERVICE	REPUBLIC SERVICES #653	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$805.38
49159	SCHMIDTCONSTRUC	Schmidt Construction Company	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$199,921.68
49160	SPRINGSMOUNTAIN	Springs Mountain Water	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$66.93
49161	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	8/28/2023	COBANK-CKG 9495	PMCHK00000122	\$60.00
49162	COLORADOSTORMWA	COLORADO STORMWATER COUNCIL	8/28/2023	COBANK-CKG 9495	PMCHK00000122	\$518.59

Total Checks:	85	Total Amount of Checks:				\$302,422.45
=====						

Voided Check Register

August 2023



System: 9/19/2023 9:38:49 AM
User Date: 9/19/2023

Town of Palmer Lake
VENDOR CHECK REGISTER REPORT
Payables Management

Page: 1
User ID: mkelly

Item 3.

Ranges: From: To: From: To:
Check Number First Last Check Date 8/1/2023 8/31/2023
Vendor ID First Last Checkbook ID First Last
Vendor Name First Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
* 49079	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000114	\$116.48
* 49079	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000116	\$116.48
* 49080	AIRGAS	AIRGAS USA, LLC	8/8/2023	COBANK-CKG 9495	PMCHK00000114	\$116.48
* 49119	BNWCONTRACTING	BNW Contracting	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$75.00
* 49120	CENTURYLINK	CENTURYLINK	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$220.26
* 49122	CKT	COMMON KNOWLEDGE TECHNOLOGY	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$2,348.00
* 49124	COREANDMAIN	CORE & MAIN LLP	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$1,488.32
* 49125	DARCIEFARROW	Darcie Farrow	8/22/2023	COBANK-CKG 9495	PMCHK00000119	\$125.00
* 49147	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$60.00
* 49148	COLORADOSTORMWA	COLORADO STORMWATER COUNCIL	8/28/2023	COBANK-CKG 9495	PMCHK00000121	\$518.59

Total Checks:	10			Total Amount of Checks:		\$0.00
						=====

ACH Register

August 2023



Town of Palmer Lake
ACH REGISTER REPORT
Payables Management

ACH Date	From:	To:
Checkbook ID	8/1/2023	8/31/2023
	COBANK-CKG 9495	COBANK-CKG 9495

Sorted By: Date

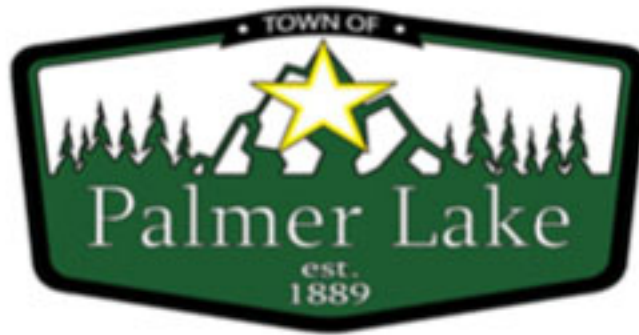
Trx Date	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name	Amount
8/7/2023	CMTRX00000076	Bank Transaction Entry	WDL000000775	ABG	1,870.32
8/7/2023	CMTRX00000076	Bank Transaction Entry	WDL000000779	Humana	1,081.50
8/8/2023	CMTRX00000076	Bank Transaction Entry	WDL000000762	WEX	4,073.52
8/8/2023	CMTRX00000076	Bank Transaction Entry	WDL000000780	Health Equity	5.00
8/9/2023	CMTRX00000076	Bank Transaction Entry	WDL000000770	Black Hills	81.75
8/9/2023	CMTRX00000076	Bank Transaction Entry	WDL000000776	FPPA	6,670.38
8/10/2023	CMTRX00000077	Bank Transaction Entry	WDL000000782	Pinnacol Assurance	8,272.00
8/10/2023	CMTRX00000080	Bank Transaction Entry	WDL000000792	Paycom	60,734.98
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000763	Black Hills	25.05
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000764	Black Hills	20.14
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000765	Black Hills	20.14
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000766	Black Hills	58.55
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000767	Black Hills	36.48
8/14/2023	CMTRX00000076	Bank Transaction Entry	WDL000000768	Black Hills	29.95
8/23/2023	CMTRX00000076	Bank Transaction Entry	WDL000000777	FPPA	6,549.52
8/24/2023	CMTRX00000080	Bank Transaction Entry	WDL000000793	Paycom	58,368.32
8/28/2023	CMTRX00000077	Bank Transaction Entry	WDL000000781	Anthem	6,407.71
8/29/2023	CMTRX00000076	Bank Transaction Entry	WDL000000761	Pitney Bowes	440.94
8/30/2023	CMTRX00000076	Bank Transaction Entry	WDL000000774	ABG	2,003.59
8/31/2023	CMTRX00000076	Bank Transaction Entry	WDL000000759	Comcast	193.35
8/31/2023	CMTRX00000076	Bank Transaction Entry	WDL000000760	Xfinity	9.96
8/31/2023	CMTRX00000076	Bank Transaction Entry	WDL000000778	FPPA	6,088.22

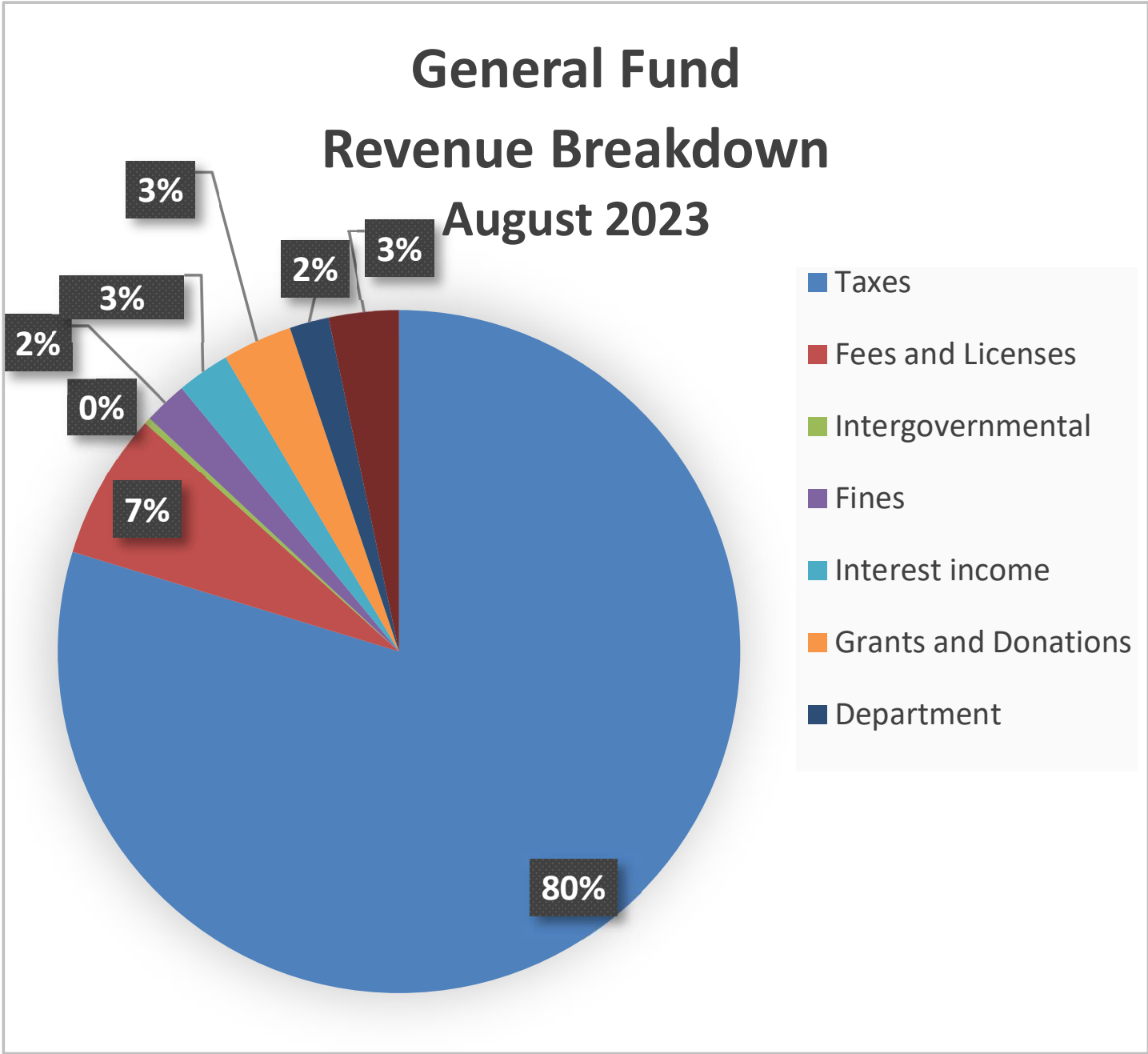
Total ACHs: 26

Total Amount of ACHs: \$ 172,335.12

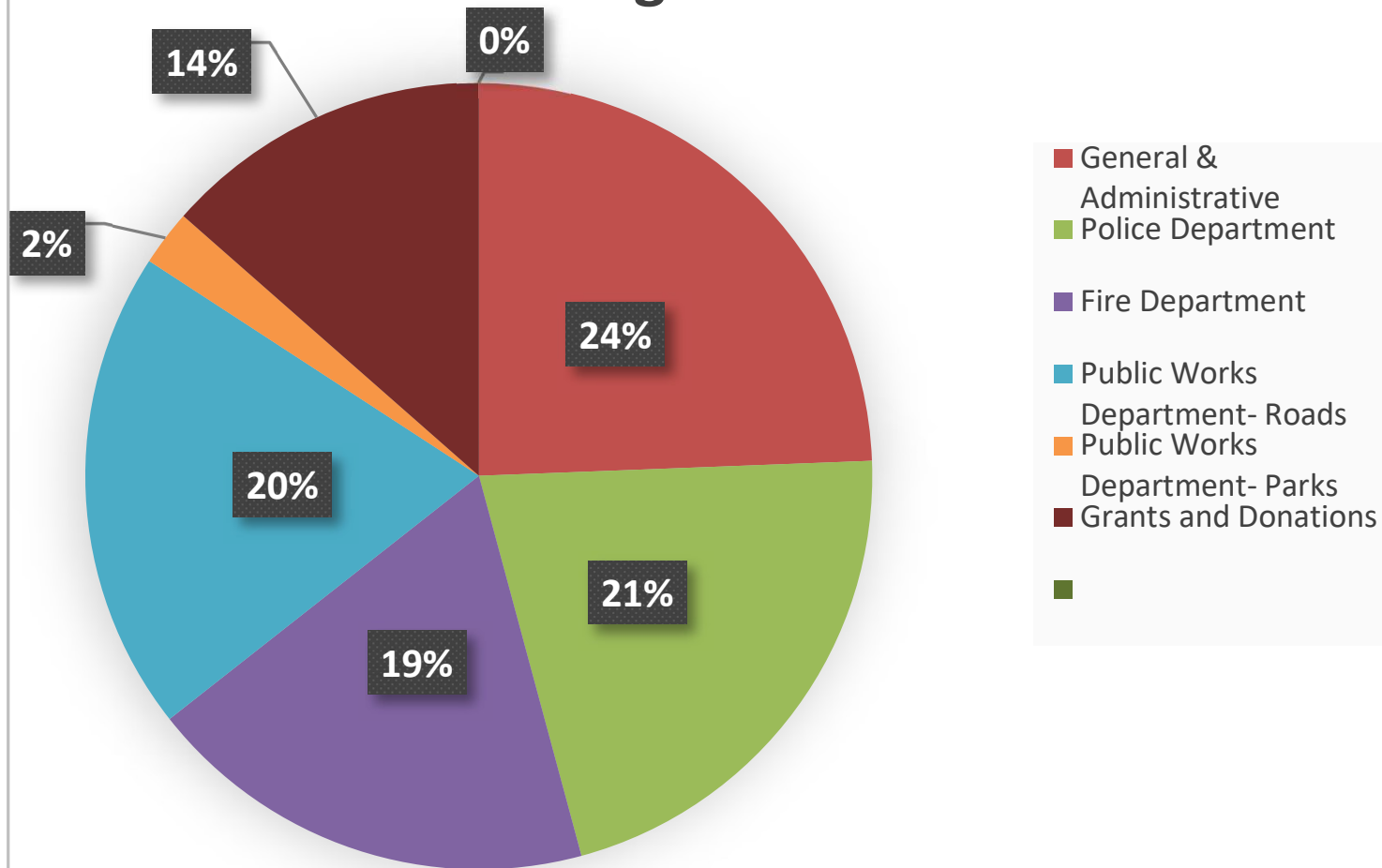
CHARTS

August 2023

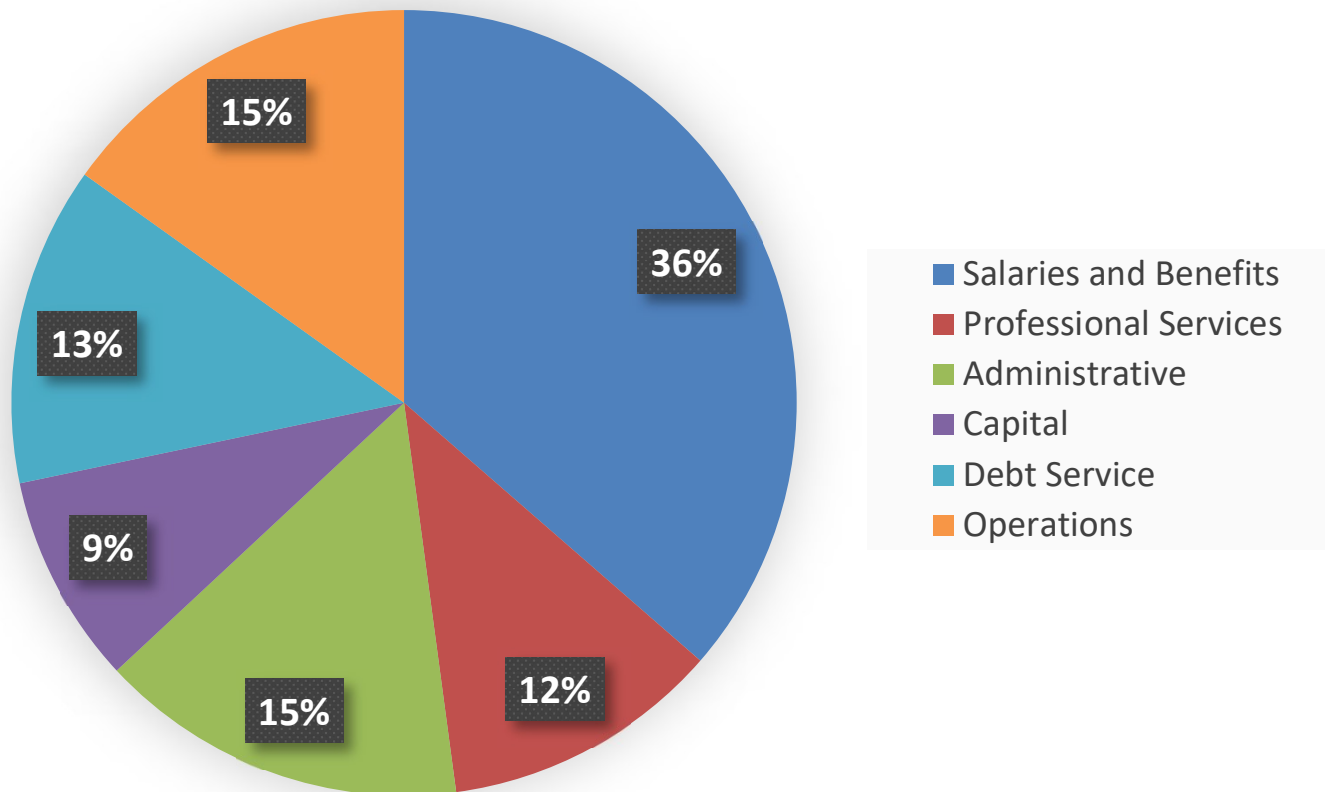




General Fund Expenditure Breakdown August 2023



Water Enterprise Fund Expenditure Breakdown August 2023



received
8/5

Item 6.



42 Valley Crescent
PO Box 208
Palmer Lake CO 80133
719-481-2953 – office

Office Use Only

Case Number: _____

Date: 8-24-23

Fees: \$250.00

Check #: #099

Rec'd By: [Signature]

Application Complete: MC 8/5

Conditional Use Application Form

Name of Applicant/Property Owner: Anette Galaviz Ruiz

Address: 14655 Silverton Rd, Colorado Springs, CO. 80921 Phone#: (719) 646 8244

Email: agalaviz2619@gmail.com

Name of Proposal: Residential - Single Family Home Proposal

Legal Description or Address: 0 Vale St Palmer Lake, CO 80133

Note: If the applicant is someone other than the property owner, the applicant must provide a notarized letter from the property owner giving permission to be represented in this action.

This is a Conditional Use – A request for a use not permitted under certain zoning categories subject to review by the Planning Commission and consideration by the Board of Trustees.

Criteria for approval of a conditional use – Include a “site plan” or building design where a structure is involved to address the following criteria in which the Planning Commission and the Board of Trustees must find evidence, both factual and supportive, provided by the applicant.

- The site for the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this ordinance.
- The site for the proposed use relates to streets and highways adequate in width and degree of improvement to handle the quantity and kind of vehicular traffic that would be generated by the proposed use.
- Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other ordinance standards or other reasonable conditions of approval.
- If of benefit to the community, any proposed structures will be of a design complimentary to the surrounding area.



By signing this application, parties agree to the following:

- Town of Palmer Lake staff or its consultants may enter the property to inspect the property and evaluate the proposal.
- The applicant/petitioner is liable for all non-refundable fees and costs associated with the Town's review of this application. Fees may include, but are not limited, to engineering and consultant fees, public notice costs, publication/recording fees, and any other fees paid by the Town in connection with, or related to, review of this application.
- Payment of fees as described is due within 10 days of the date of filing and, if not received within 30 days will be considered past due. Payment of the above fees shall not relieve the payment of any other fees imposed by the Town.

As owner/applicant, I affirm the information contained in this application is accurate, and I agree to the above conditions.

Applicant Signature: *Arthur Corbin* Date: 07/31/2023

If the applicant is not the owner:

As owner of the above property, I agree to the application.

Owner – Print: _____

Owner – Signature: _____ Date: _____

August 11, 2023

Anette Galaviz Ruiz
14655 Silverton Rd
Colorado Springs, CO 80921

Subject: Letter of Intent for New Construction of a Single Family Home in Palmer Lake

I am writing to formally express my intent to submit a proposal for the construction of a new single family home at 0 Vale St. in Palmer Lake, Colorado. Our aim is to obtain a conditional use permit for residential development and contribute positively to the local community.

The primary objective of this endeavor is to establish a comfortable single family residence in Palmer Lake. My fiancé and I have recently become engaged and we are eager to set down our roots in this town. As both of us are nurses, we are also actively exploring employment opportunities in close proximity to Palmer Lake.

The selection of Palmer Lake as the site for our prospective home is a reflection of our admiration for its natural beauty and charming community. We are genuinely excited about the prospect of joining the Palmer Lake's residents and integrating ourselves into its unique environment.

Thank you for considering this letter of intent. We are eagerly anticipating the opportunity to present a comprehensive proposal and collaborate with the Planning Commission and Board of Trustees to make this vision a reality. Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,



Anette Galaviz Ruiz



No Photo Available



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

NOTICE OF PUBLIC HEARING**TOWN OF PALMER LAKE**

Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on Wednesday, September 20, 2023, at 5 PM at the Town Hall, 28 Valley Crescent, Palmer Lake, to consider a Conditional Use application for a residential dwelling at Lot D, French's Hill Sub, parcel ID 7105408066, in C1 zone. A recommendation will be made to the Board of Trustees on the same matter scheduled for Thursday, September 28, 2023, at 6 PM. A copy of the complete application is on file at the Town Clerk office at 719-481-2953. /s/ Dawn A. Collins, Town Clerk



42 Valley Crescent
PO Box 208
Palmer Lake CO 80133
719-481-2953 – office

Office Use Only

Item 7.

Case Number: _____

Date: 7/26

Fees: \$500.00 – request waive

Check #: _____

Rec'd By: PAZ

Note: A minimum of ten days are required to process this application

Right-of-Way Application

Name of Applicant/Property Owner: Duran Walton Ventures LLC, Cindy Powell & Marilyn Redwine

Address: PO Box 1005, Palmer Lake, CO 80133 Phone#: 719-659-7149 (Duran Walton Ventures LLC)

msgs4maria@live.com DW Ventures LLC

719-482-5481 (Cindy Powell)

719-551-6992 (Marilyn Redwine)

Email: cindyeducate@yahoo.com (Cindy Powell) xredwine.x@yahoo.com

Name of Proposal: Vacate ~~El Morro~~ undeveloped right-of-way

Legal Description or Address: _____

(If the applicant is someone other than the property owner, the applicant must provide a notarized letter from the property owner giving permission to be represented in this action).

This is a Right-of-Way Vacation – A Right of Way vacation is the termination of the **public** interest in a right-of-way (built or unbuilt); it extinguishes the easement for **public** travel that is represented by the right-of-way. The Right of Way is equally divided.

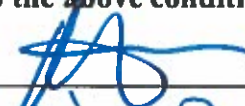
Criteria for approval of a Right-of-Way Vacation - In order to approve any Right-of-Way vacation, the Planning Commission must find, based upon evidence, both factual and supportive, provided by the applicant that the vacation sought will not leave any lands adjoining without an established right of way. and that the portion of the right of way sought to be vacated has now become useless to the property owners, the general public, and the Town of Palmer Lake, and that the Final Plat meets all of the criteria stated in Section 16 of the Palmer Lake Municipal Code.

By signing, Applicant agrees to the following:

- Town of Palmer Lake staff or its consultants may enter the property to inspect the property and evaluate the proposal.
- The applicant/petitioner is liable for all fees and costs associated with the Town's review of this application. These may include, but are not limited, to engineering and consultant fees, public notice / recordation fees, and any other fees paid by the Town in connection with or related to this application.

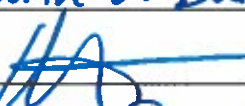
Payment of the above fees shall not relieve the applicant of any other fees incurred by the Town.

As owner/applicant, I understand and affirm the information contained in this application is accurate, and I agree to the above conditions.

Applicant Signature:  Date: 7/26/23
 Applicant Signature: Cindy Powell Date: 7/26/23
 (if needed)
 Applicant Signature: Marilyn D. Redwine Date: 26 July 2023

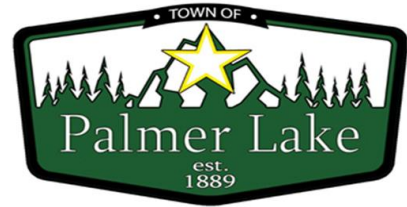
If the applicant is not the owner:

As owner of the above property, I agree to the application.

Owner – Print: Maria L. Duran for DuranWalton/Ventures LLC
 Owner – Signature:  Date: 7/26/23
 Owner – Print: Cindy Powell
 Owner – Signature: Cindy Powell Date: 7-26-23
 Owner – Print: Marilyn D Redwine
 Owner – Signature: Marilyn D Redwine Date: 26 July 2023

NOTICE OF PUBLIC HEARING**TOWN OF PALMER LAKE**

Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on September 20, 2023, at 5 PM at the Town Hall at 28 Valley Crescent, Palmer Lake, to reconsider a request to vacate the undeveloped El Moro Ave right of way, Glen Park. A recommendation will be made to the Board of Trustees on the same matter scheduled to be heard on September 28, 2023, at 6 PM. A copy of the complete application is on file at the Town Clerk office, at 719-481-2953. /s/ Dawn A. Collins, Town Clerk



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Resolution to Approve Conditional Use for SF Residential Dwelling
Presented by: Town Administrator /Clerk		

Background

This request is for a single family dwelling to be built on a parcel in a C1 zone.

The Planning Commission reviewed the application and recommended approval by 6-0 vote on 9/20/2023, minutes as follows –

3. *Application for Conditional Use for Single Family Residential Dwelling. Chair Ihlenfeld introduced the hearing and Ms. Galaviz reviewed the request for conditional use to build a single-family dwelling in a C1 zone. A neighbor Brittany Claypool stated that with clarification, she is supportive of a home in the commercial zone. Chair Ihlenfeld closed the hearing and took business item 5 next.*

5. *Consideration of Conditional Use for Single Family Residential in C1 Zone. Discussion took place about the area being primarily residential. MOTION (Hutson, Bruce) to recommend approval of conditional use for a residential dwelling. Motion passed 6-0.*

Recommended Action

Staff recommendation is to support the recommendation of the Planning Commission to approve the conditional use for a single family residential dwelling in a C1 zone.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 68-2023

A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW A SINGLE FAMILY RESIDENTIAL DWELLING ON A PROPERTY ZONED GENERAL BUSINESS AND COMMERCIAL (C1) LOCATED AT VALE ST (“PROPERTY”)

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, Section 17.44.020 of the Palmer Lake Municipal Code provides that a Single Family Residential dwelling is determined a conditional use in the General Business and Commercial (C1) Zone District; and

WHEREAS, the Planning Commission makes recommendations of approval or denial of conditional uses to the Board of Trustees, which has the final authority to grant or deny such applications; and

WHEREAS, on September 20, 2023, the Palmer Lake Planning Commission recommended approval of the conditional use for a single family residential dwelling.

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

1. The application for a conditional use permit is approved for a single family residential dwelling in a C1 zone on parcel 7105408066, located on Vale Street, is hereby approved.
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.

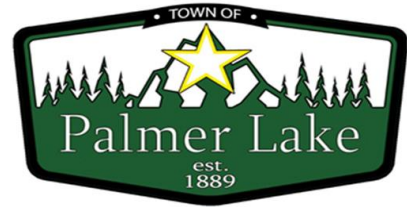
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF SEPTEMBER 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Ordinance to Reconsider Request to Vacate El Moro Right of Way
Presented by: Town Administrator /Clerk		

Background

This request is before the Board to reconsider. The Board previously approved the vacation of El Moro right of way (ROW) for two applicants with a ten-foot permanent trail easement along the (Virginia) Lot 8 property; however, prior to the vacation being filed with the county, the Virginia property sold and the new landowner learned of the ROW vacation and wanted to participate in it.

The Planning Commission reviewed the application and recommended approval by 6-0 vote on 9/20/2023, minutes as follows –

4. *Reconsider Vacation of Undeveloped El Moro Right of Way. Ms. Maria Duran provided the change to the revised application for the vacation of right of way El Moro. One of the three landowners abutting the right of way sold the residential property and the new owner was interested in participating in the vacation. Collins noted this is the traditional way that right of way vacation is conducted with abutting property owners getting a portion of the right of way. No person spoke for or against the vacation request. Chair Ihlenfeld closed the hearing.*

6. *Reconsider the Vacation of Undeveloped El Moro Right of Way. MOTION (Miner, Caves) recommended approval of the revised request to vacate El Moro right of way. Motion passed 6-0.*

This is the traditional way that a right of way vacation is conducted with abutting property owners receiving a portion of the ROW.

Recommended Action

Staff recommendation is to support the recommendation of the Planning Commission to approve the vacation as requested.

Note: Staff also recommends that the Board waive the fee for the vacation application due to re-work and multiple applications and drawings completed for this request.

PALMER LAKE, COLORADO

ORDINANCE NO. 21 - 2023

AN ORDINANCE VACATING A PORTION OF EL MORO STREET RIGHT OF WAY WITHIN THE TOWN OF PALMER LAKE

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

WHEREAS, in November of 2022 the Town received an application for Vacation of a street, right of way or easement;

WHEREAS, C.R.S. §43-1-301 *et seq.* permits a municipality, by ordinance, to vacate any roadway or easement or part thereof located within the corporate limits of said municipality;

WHEREAS, the portion of the Right of Way located within the Town's corporate limits is not regularly utilized by the public as and it is not anticipated the right of way will be utilized by the Town for the foreseeable future;

WHEREAS, the Planning Commission held a duly noticed public hearing on June 21, 2023 and recommended approval of the vacation request;

WHEREAS, the Board of Trustees had a duly noticed public hearing on June 22, 2023; and

WHEREAS, the Board of Trustees finds it in the best interest of the citizens of the Town of Palmer Lake to vacate the portion of the right of way within the Town's corporate limits.

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

1. The Board of Trustees hereby vacates, renounces and disclaims a 9,865 square feet (0.2265 acres) right of way of El Moro, more particularly described in Exhibit A, attached hereto. Upon the recording of this Ordinance and Exhibit, title to the vacated right of way as described in Exhibit A shall vest to the two applicants.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared

unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance. This Ordinance specifically repeals and replaces Ordinance 16-2023.

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

ATTEST:

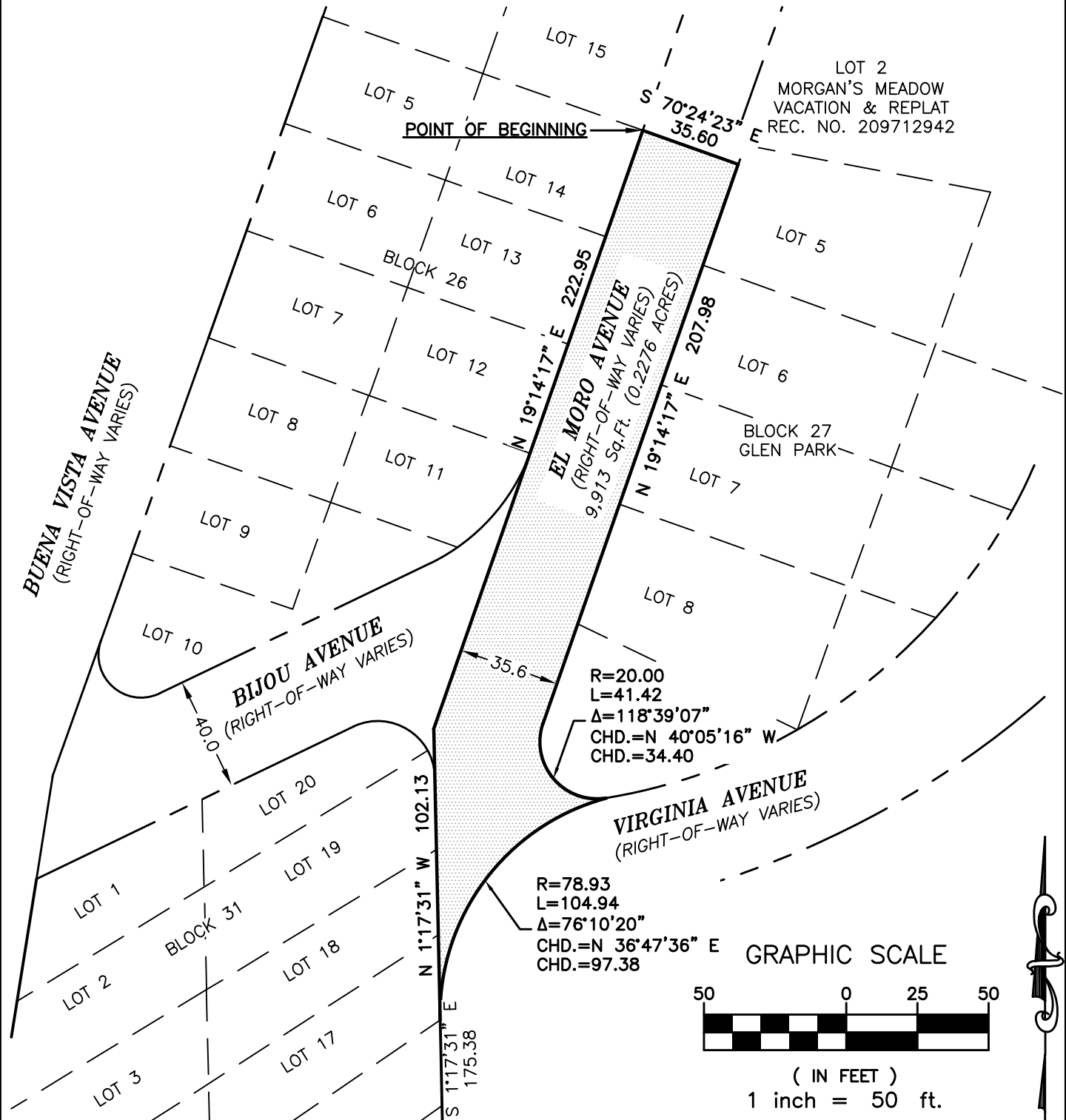
TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

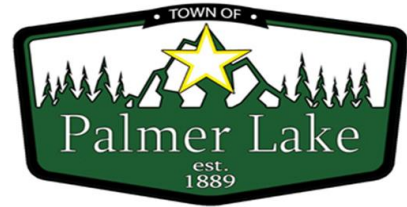
EXHIBIT A

SHEET 1 OF 1



P.O. Box 7123
Woodland Park, CO 80863
(719) 687-8385
info@gouldls.com
GouldLandSurveying.com

Project No.: 22056
August 7, 2023



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Resolution to Appoint Board Member to CDAB
Presented by: Town Administrator /Clerk		

Background

Subsequent to renewing the CDBG program, it was suggested that Palmer Lake be represented on the Community Development Advisory Board (CDAB) and members were sent information about the advisory board, which reconvenes again beginning in October.

The recommendation of appointment by the Board will be placed on the Board of County Commissioners meeting agenda for final approval.

Staff would like to see this appointment finalized prior to the start of the October CDAB meetings.

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

RESOLUTION NO. 61 - 2023

**A RESOLUTION TO APPROVE BOARD OF TRUSTEE APPOINTMENT TO THE COMMUNITY
DEVELOPMENT ADVISORY BOARD (CDAB), EL PASO COUNTY**

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

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for outlying agencies, including the Community Development Advisory Board (CDAB) with El Paso County Economic Development.

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

Section 1. The following Board official is appointed to the CDAB for the Town of Palmer Lake:

Five-Year term (ending December 2028) – Trustee Sam Padgett

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

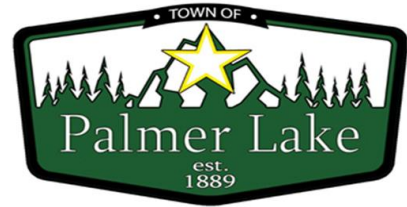
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF SEPTEMBER 2023.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Administrator/Clerk



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Resolution to Authorize Professional Service Agreement – Accounting Services
Presented by: Town Administrator /Clerk		

Background

Staff received one submittal of three inquiries for accounting services. Maria of Kelly Books LLC is currently assisting in the interim to set up the town finances in Great Plains, assisted by Knaster Group. She is also assisting with Accounts Payable and Accounts Receivable functions and restructuring the budget for 2024.

Her assistance has been vital and once an accounting clerk is hired and established, it is anticipated that accounting services will be reduced from weekly functions to monthly reconciliation and oversight of the monthly financials. It is anticipated to further develop the budget documents and monthly financial data for departments, Board members and public.

This service agreement is a monthly contract currently established on an as needed basis with both rates presented. It is anticipated that Maria will assist in training the accounting new hire and establish clear responsibilities going forward. This agreement may subsequently be modified to reflect the modified role.

Recommended Action

Staff recommends that the Board of Trustees approve the service agreement with Kelly Books LLC for accounting services.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 66-2023

**A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT FOR
ACCOUNTING SERVICES TO THE TOWN,
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 accounting services; and

WHEREAS, a request was solicited for accounting services and the Town received one submittal; and

WHEREAS, the proposal received was complete and 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 Accounting services from KellyBooks for the services outlined in the enclosed exhibit at the hourly wage outlined.
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: _____
Glant Havenar
Mayor

MARIA KELLY

Owner, KellyBooks LLC

(720) 525-5887
mkelly@kellybooksllc.com
PO Box 50804, Co. Spgs.

9th September 2023

Dawn Collins
Town Administrator, Town of Palmer Lake

(719) 481-2953
dawn@palmer-lake.org
PO Box 208, Palmer Lake, CO 80133

REQUEST FOR PROPOSAL: FINANCIAL SERVICES

Dear Dawn,

I am writing to express my strong interest in providing financial services for the Town of Palmer Lake. With my educational background, professional experience, and dedication to excellence in finance and accounting, I am confident in my ability to make a valuable contribution to the team.

Throughout my academic journey, I have developed a deep understanding of accounting practices and financial management. I graduated from the University of Colorado, Colorado Springs with a Bachelor's degree in Accounting and from CSU Global with a Master's in Professional Accounting. During this time, I obtained my CPA license and decided to enter the world of Public Accounting.

My 8 years of experience in public accounting, gained through various roles, has provided me with the opportunity to apply my academic knowledge in real-world settings. I have successfully managed financial records for multiple clients, prepared detailed financial statements, and conducted comprehensive audits. Furthermore, my experience has honed my ability to identify cost-saving opportunities and ensure compliance with all relevant regulations and standards.

At my most recent role as an Auditor at Hoelting & Co., I had the opportunity to specialize in nonprofit and governmental accounting. I performed financial audits for various governmental entities such as school districts, charter schools, and other special districts. During this time, I was also performing monthly bookkeeping tasks for small special districts. In the past year, I decided to establish my own firm with the goal of providing financial services to governments and nonprofits.

I understand the Town of Palmer Lake is looking for a firm that can provide accurate, timely, and reliable financial services. I believe I am qualified to fulfill this request as I possess both educational and professional experience in governmental fund accounting, and I am committed to help achieve the financial goals of the Town. Key strengths and qualifications I offer include:

- **Financial Analysis:** Proficient in analyzing financial data to provide actionable insights and support informed decision-making.
- **Budget Management:** Skilled in creating and monitoring budgets to optimize financial performance.
- **Operational Accounting:** Proficient in managing and performing periodic accounting duties such as accounts payable, accounts receivable, cash management, and general ledger maintenance.
- **Financial Statement Preparation:** Skilled in preparing governmental financial reports at various levels of detail.
- **Audit Expertise:** Proven track record in conducting audits with meticulous attention to detail and accuracy.
- **Technology Proficiency:** Adept at using accounting software and tools to streamline financial processes.

Enclosed is my resume, which provides further details of my education and professional background. Thank you for considering my application. I look forward to the possibility of contributing to the success of the Town of Palmer Lake.

Sincerely,

Maria Kelly





PRICE LIST

MONTHLY BOOKKEEPING

\$75/Hour

Recording and categorizing transactions
Accounts payable/receivable processing and maintenance
Vendor/customer maintenance
Other administrative tasks

ACCOUNTING SERVICES

\$100/Hour

General ledger maintenance
Month-end closing activities
Financial statement preparation
Budget assistance and preparation
Fixed asset and loan maintenance
Assistance during yearly audit & tax return
1099 preparation

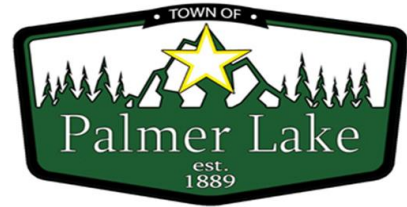
PRICE LIST

2.5/10/12

For the purpose of this price list, the following definitions shall apply:
1. "Price" means the price of the goods or services as shown in this price list.
2. "Quantity" means the quantity of goods or services as shown in this price list.
3. "Unit" means the unit of measurement for the goods or services as shown in this price list.

2.5/10/12

For the purpose of this price list, the following definitions shall apply:
1. "Price" means the price of the goods or services as shown in this price list.
2. "Quantity" means the quantity of goods or services as shown in this price list.
3. "Unit" means the unit of measurement for the goods or services as shown in this price list.



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Resolution to Authorize Professional Service Agreement – Rewrite Critical Issues in Land Use Code
Presented by: Town Administrator /Clerk		

Background

Staff received one submittal of three inquiries to rewrite the critical issues of the land use code. Community Matters Institute has assisted the town with review of new development applications, the sign code, and previously identified the critical issues in the land use code.

There are \$25,000 funds from DOLA to assist with this project. Admin has matching \$25,000 to complete the revision of critical issues previously reviewed with the Board.

Enclosed with the agreement is a scope of service and timeline, with slight revision from staff after review with Planning Commission members and CMI.

Recommended Action

Staff recommends that the Board of Trustees approve the service agreement with CMI to rewrite the critical issues of the land use code.

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: _____
Glant Havenar
Mayor

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

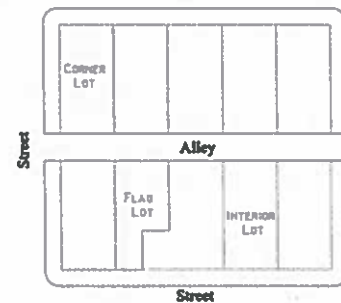
STEP IA- PROJECT INITIATION, EXPECTATIONS, AND MEASURE OF SUCCESS

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:

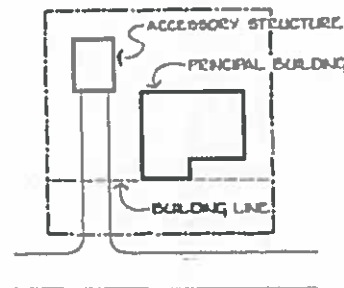
- Display boards that can be used throughout Town.
- Answers to questions on the Town Website.

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.



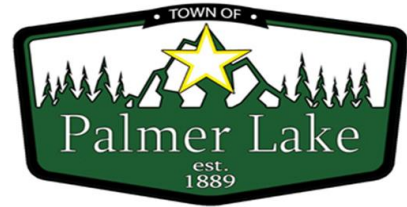
TABLE: BUDGET AND SCHEDULE: PALMER LAKE'S TOTAL COST = \$50,000

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					





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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Lease Agreement and Option to Purchase - Elephant Rock 2.8 Acre (Willans)
Presented by: Town Administrator /Clerk and Town Attorney		

As directed by the Board, staff has been committed to working with the Willans to draft a mutually agreed to lease agreement and option to purchase approximately 2.8 acres on the Elephant Rock property. These documents are the best reflection to date.

Control of the 2.8 premises will allow the tenant to plan accordingly for required detailed plans to amend the PUD, as laid forth in Ch. 17.72, specifically –

(3) *Amendments to the approved PUD plan.* Minor changes in siting of buildings, interior access, or arrangement of parking or open space may be approved by the planning commission. Determination of whether an amendment to the approved PUD plan is necessary shall be made by the planning commission. Major changes as described below require an amendment to the PUD plan to be resubmitted, reviewed by the planning commission and approved by the board of trustees. If changes are slightly in excess of the criteria below but would result in minimal impact on the development and its surroundings, the requirement for an amendment may be waived by the planning commission.

- a. Increased density.
- b. Relocation of points of access.
- c. Decreased perimeter setbacks.
- d. Major changes in building location, arrangement of parking, or open space.
- e. Change in unit type (townhouse to apartments, etc.).
- f. In projects over 20 acres:
 - 1. Over ten percent reduction in area of open space.
 - 2. Over ten percent increase in building lot coverage.
- g. In projects under 20 acres:
 - 1. Over five percent reduction in area of open space.
 - 2. Over five percent increase in building lot coverage.



Recommended Action

Staff recommends approval of the lease agreement and option to purchase as negotiated the past several months.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 55-2023

**A RESOLUTION TO AUTHORIZE A LEASE AGREEMENT AND OPTION TO
PURCHASE AGREEMENT WITH ECOSPA TO ALLOW ECOSPA TO SEEK TO
AMEND THE PUD FOR LAND USE OF 2.8 ACRES AT THE TOWN
ELEPHANT ROCK PROPERTY, HWY 105,
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 Town property; and

WHEREAS, the Town Board and EcoSpa LLC desire to enter into a Lease Agreement and Option to Purchase Agreement to allow EcoSpa the use of 2.8 acres of the Elephant Rock Property, located at Hwy 105, as a tenant to the Town of Palmer Lake; and

WHEREAS, the tenant will need to amend the current Planned Unit Development (PUD) on the property with said PUD amendment following all Town processes including being reviewed and approved by the Board of Trustees at a public meeting for which the Town will require a further Redevelopment Agreement with the tenant.

**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 signature to a Lease Agreement and Option to Purchase Agreement with EcoSpa, LLC as attached herein, including exhibits thereto.
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: _____
Glant Havenar
Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement" or "Lease", is made and entered into as of the ____ day of September, 2023, by and, between the **TOWN OF PALMER LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and EcoSpa, LLC, a Colorado limited liability company, hereinafter "EcoSpa."

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvements thereon located at 290 Hwy 105, Palmer Lake, CO, consisting of approximately 28 acres, commonly known as "the Elephant Rock Property, (hereinafter, "Elephant Rock Property"); and

WHEREAS, the Town desires to lease a portion of the Property to EcoSpa consisting of approximately 2.8 acres more fully described in Exhibit A ("2.8 Acres" or "Leased Property").

WHEREAS, EcoSpa intends to develop the 2.8 Acres pursuant to a Redevelopment Agreement with the Town and use the Leased Property to operate a business on the 2.8 Acres, as more fully set out in paragraph 1.2 below.

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the Town hereby leases to EcoSpa and EcoSpa leases from the Town, the following described real property situated in the Town of Palmer Lake, County of El Paso, and State of Colorado, to-wit:

A 2.8 Acre portion of the Elephant Rock Property as depicted on Exhibit A which is attached hereto and incorporated herein;

and all improvements and appurtenances; however, tenants will reserve one bay of the maintenance garage for storage to be used by the Town of Palmer Lake Parks Commission (hereinafter referred to as "2.8 Acres" or the "Leased Property") on the following terms and conditions:

ARTICLE 1 TERM, RENT AND USES

- 1.1 Term: The term of this Lease shall commence on the ____ day of September, 2023 ("Commencement Date"), and shall continue for a period of eight (8) years thereafter, expiring on the ____ day of September, 2031("Term").

- 1.2 Termination. During the Term of this Lease, the Town may terminate the Lease after providing EcoSpa notice of such intent to terminate the Lease and an opportunity to be heard by the Board of Trustees. If EcoSpa can cure or otherwise address the issue, the Lease may continue. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, the Board may terminate the Lease. This Agreement may be terminated after the Lease expires by either party, with or without cause, in the sole discretion of such terminating party, by the terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ninety (90) days prior to the stated termination date. If this Agreement is terminated, EcoSpa's accrued liability to the Town arising under this Agreement prior to the effective date of such termination shall survive the termination, and the Town may re-enter, take possession of the Leased Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages or pursuant to any other authority granted pursuant to Colorado law.

Holding Over. In the event that EcoSpa, or its successor in interest, if any, shall remain after the Term of this Lease, and provided that this Lease has not been terminated pursuant to "Termination", above, it is the intention of the parties and it is hereby agreed that the right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The Lease may be terminated by either party during the hold over period upon 30 days written notice. Notwithstanding any other provision to the contrary, EcoSpa shall not have a right to hold over should the Town terminate this lease prior to the expiration of the Term, above.

- 1.3 Rent: EcoSpa agrees to pay the Town as rent for the Leased Property as follows:
- a. EcoSpa shall pay to the Town monthly rent in an amount equal to \$50.00 per month during the Term of the Lease. Rent is due on the first day of each month; and
 - b. An amount equal to \$2.00 for each sale of a product or service not subject to sales tax ("Transaction") in a business conducted on the Leased Property ("Service Fee"). EcoSpa shall account to the Town for the Service Fees collected for each calendar month and remit the Service Fees accrued within ten (10) days of the last day of the month.
 - c. Payments not received by the Town by the 15th day of each month constitute a breach of the Agreement. A late fee of \$25 will be added to each payment on all payments not received by the 15th day of each month.
 - d. Payment for all rent and fees shall be by check or money order payable to the order of "The Town of Palmer Lake".

- 1.4 Uses: EcoSpa shall have the exclusive use of the Leased Property for those uses more fully set out in Exhibit B which is attached hereto.

ARTICLE 2

ECOSPA'S DUTIES WITH RESPECT TO THE LEASED PROPERTY

- 2.1 Designation of Smoking Areas. The Leased Property shall remain a non-smoking area.
- 2.2 Compliance with Applicable Laws And Directives. EcoSpa agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Palmer Lake municipal ordinances, as well as all rules and regulations adopted by the Town or any of its Boards, Divisions, Departments, Commissions having jurisdiction over the Elephant Rock Property.
- 2.3 Days and Hours Of Operation. Days and hours of operation shall be determined by mutual agreement of the parties memorialized by a separate memorandum.
- 2.4 EcoSpa Personnel. EcoSpa shall control the conduct and demeanor of its agents, independent contractors, and employees. Upon objection from the Town concerning the conduct or demeanor of any such person, EcoSpa shall immediately take all lawful steps to remove the cause of the objection.
- 2.5 Physical Interference. EcoSpa shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Leased Premises unless otherwise agreed to in writing by the Town.
- 2.6 Taxes. EcoSpa agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may be due. EcoSpa shall not cause, permit or otherwise allow any lien to be levied against the Property.
- 2.7 Licenses. EcoSpa agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.
- 2.8 Record keeping and Inspection of Books. EcoSpa shall keep books and records of the Transactions subject to the Service Fee in accordance with good accounting practices.

Those books and records shall be made available to Town upon request, after 24 business hours' notice.

ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. EcoSpa shall have the right of ingress and egress to and from the Leased Premises for EcoSpa's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of EcoSpa's business under this Lease. Areas designated as restricted areas by the Town will be excluded from such ingress and egress. Keys to the Property and Buildings will be provided to EcoSpa and if EcoSpa changes the locks to any portion of the Property, EcoSpa will provide a copy of said key to the Town. EcoSpa assumes all responsibility and liability associated with actions of those individuals who EcoSpa provides keys to the Leased Premises.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the Property, presently or hereafter used as such. However, such notice of closure shall immediately be addressed to resolve, avoid, and not be unreasonably imposed.

ARTICLE 4 IMPROVEMENTS, MAINTENANCE AND UTILITIES

- 4.1 Acceptance. On the date of commencement of EcoSpa's occupancy of the Leased Premises, EcoSpa shall acknowledge that it accepts the Leased Premises as well as any Town equipment and fixtures "AS IS."
- 4.2 Maintenance And Repair. EcoSpa shall improve, maintain and repair the Leased Premises, equipment and fixtures. The Town shall not in any way be liable to EcoSpa for failure to make repairs to the Leased Property.
- 4.2.1 EcoSpa shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by any condition of the Property, known or unknown, including but not limited to defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Leased Premises, whether said breakage or stoppage results from freezing or otherwise.
- 4.3 Cleaning. EcoSpa shall keep the Leased Premises, its fixtures, and all areas used in clean and in good sanitary condition as required by the ordinances, resolutions, statutes and

health, sanitary and police regulations of the Town of Palmer Lake and State of Colorado and policies of the Town.

- 4.3.1. EcoSpa is responsible for the ongoing cleanliness of the Leased Premises in order to provide a clean and orderly appearance for the public, including but not limited to, busing and cleaning tables, chairs, deck, floor areas, windows, and removing trash accumulations to designated trash containers.
- 4.3.2 EcoSpa is responsible to provide and pay for all cleaning supplies used in connection with its obligation to maintain the cleanliness of the Leased Premises.
- 4.4 Utilities: EcoSpa shall pay the utility charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Leased Premises shall be metered separately and paid directly to the respective utility as billed. Payments not made each month constitute a breach of the Agreement and may, in the discretion of the town, constitute a basis for terminating the Agreement.
- 4.5 Installation Of Equipment And Trade Fixtures. Equipment, trade fixtures, signs or other personal property used by EcoSpa in its business, or any improvements thereon, shall be installed without the prior written approval of the Town for the interior. Exterior fixtures are subject to respective town code and/or regulation (ie., sign permit). In any event, the installation of Equipment and/or Trade Fixtures shall be done in compliance with any rules, regulations, or laws.
- 4.6 Removal Of Equipment And Trade Fixtures. EcoSpa shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the rent or fees and any other amounts due from EcoSpa to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by EcoSpa upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 4.7 Title To Improvements. No improvements shall be made to the Leased Property without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Leased

Property and are subject to the terms applicable to the Leased Property within this Agreement.

- 4.8 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by EcoSpa shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 5 DAMAGE BY ECOSPA

5.1 The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to the Leased Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's his direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Leased Property, Tenant shall continue to be liable for the Leased Property Rental Fee and all other charges provided for in this Agreement, even if the Leased Property has been rendered untenable or unusable.

5.2 Tenant shall deposit with the Town a security deposit in the amount of \$100.00. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Leased Property, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 6 TOTAL OR PARTIAL DESTRUCTION

6.1 Leased Property Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Leased Property or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

6.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Leased

Property and his interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenability or non-usability

- 6.1.2 In the event the Town elects not to exercise its option in 6.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Tenant shall repair the Leased Property.
- 6.2 Removal Of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment, and other items of its personal property within thirty (30) days after receipt of written request by the Town.
- 6.3 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 6.4 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of or other Town property, however the necessity may occur.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

- 7.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within the Leased Property by EcoSpa, its agents, employees or contractors.
- 7.2 Indemnification By EcoSpa. EcoSpa covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of EcoSpa. As used herein, the terms "EcoSpa" and "the Town " includes the respective directors, officers, agents, employees and contractors of EcoSpa and the Town.

- 7.3 EcoSpa Insurance. Without limiting any of EcoSpa's obligations hereunder, EcoSpa shall provide and maintain comprehensive liability insurance coverage naming the Town as an additional insured under this Agreement with a minimum aggregate limit of \$1,000,000.00. EcoSpa shall supply the Town with a certificate of insurance.
- 7.4 Precautions Against Injury. EcoSpa shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 7.5 Failure To Insure. Failure of EcoSpa to take out and/or maintain, or the taking out and/or maintenance of any required insurance, shall not relieve EcoSpa from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of EcoSpa concerning indemnification.
- 7.6 No Waiver of Governmental Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 8 NO ASSIGNMENT/SUBLET

EcoSpa shall not assign this Agreement and shall not sublet or otherwise allow any person to take possession of all or any portion of the Leased Premises. Any transfer by operation of law of EcoSpa's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town, which shall not be unreasonably withheld.

ARTICLE 9 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

- 9.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to EcoSpa's operation as is reasonably practicable) to enter upon any part of the Leased Property to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether EcoSpa has complied with and is complying with the terms and conditions of this Agreement with respect to such premises or to perform or cause to be performed maintenance and make repairs or replacements as the Town deems necessary.

- 9.2 Obstruction By EcoSpa. In the event that any personal property of EcoSpa shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, EcoSpa shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If EcoSpa shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 9.3 No Eviction Or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of EcoSpa, nor be made the grounds for any abatement of the Rent nor any claim or demand for damages against the Town, consequential or otherwise.

ARTICLE 10

DEFAULT, RIGHTS OF TERMINATION

- 10.1 Default By EcoSpa. Time of payment and performance is of the essence in this Agreement. EcoSpa shall be in default under this Agreement upon the occurrence of any one or more of the following nonexclusive list of events:
- 10.1.1 EcoSpa's failure to pay the Rent or any fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 10.1.2 EcoSpa's failure to maintain the insurance required above.
- 10.1.3 EcoSpa's assignment of any right hereunder or attempt to sublet the Leased Property, a violation of Article 8.
- 10.1.4 EcoSpa's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.
- 10.1.5 The filing by EcoSpa of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against EcoSpa, the taking of possession of all or substantially all of EcoSpa's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of EcoSpa's

assets and the failure of EcoSpa to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

10.1.6 The abandonment for a period of fourteen (14) days by EcoSpa of the conduct of all its business operations during the terms of this Agreement.

10.1.7 The assignment by EcoSpa of its assets for the benefit of creditors.

10.1.8 The death or disability of EcoSpa or a principal of EcoSpa.

10.1.9 Any other significant and material breach of this Agreement.

10.2 The Town's Remedies On Default.

10.2.1 In the event of a default by EcoSpa, the Town may terminate this Agreement by notice in writing to EcoSpa. In the alternative, the Town may elect to keep the Agreement in force and work with EcoSpa to cure the default. If this Agreement is terminated, EcoSpa's liability to the Town for damages and fees, including but not limited to the Rent, shall survive the termination, and the Town may re-enter, take possession of the Leased Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

10.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Leased Premises by others, and in that connection may make any suitable alterations or refurbish the Leased Property, but the Town shall not be required to make such arrangement for any use or purpose.

10.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the parties may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town or EcoSpa, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 11.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 11.3 Non-liability of Individuals. No member, director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 11.4 Limitation on Use. EcoSpa shall not use, or permit the use of the Leased Property, or any part thereof, for any purpose or use other than those authorized by this Agreement and Exhibit B. Neither shall EcoSpa permit nor suffer any disorderly noise or nuisance whatsoever about the Leased Property, or other Town property.
- 11.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Palmer Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 11.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and EcoSpa and is not made for the benefit of any third party.
- 11.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 11.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 9.
- 11.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 11.10 Entire Agreement. This Agreement and Exhibits, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or

promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 11.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or EcoSpa in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 11.12 Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with the above, unless this Agreement is renewed or replaced.
- 11.13 The Town Representative. The Town designates the Town Administrator, or designee, as its representative who shall make, within the scope of her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to EcoSpa.
- 11.14 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To EcoSpa: EcoSpa, LLC
Attn: Richard and Lindsay Willan
P.O. Box 216
Palmer Lake, CO 80133
digbycrofts@gmail.com
719 648-1419

To the Town: Town of Palmer Lake
Attention: Dawn Collins
42 Valley Crescent
PO Box 208

Palmer Lake, CO 80133
dawn@palmer-lake.org
Palmer Lake, CO

Copy To: Matthew Z. Krob, Town Attorney
8400 E. Prentice Avenue
Penthouse
Greenwood Village, CO 80111
matt@kroblaw.com
303 694 0099

- 11.15 Paragraph Headings. Paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.
- 11.16 Schedules And Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.
- 11.17 Force Majeure. Neither the Town nor EcoSpa shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 11.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 11.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of EcoSpa.
- 11.20 At the time of this Lease, the Town anticipates leasing other portions of the Elephant Rock Property to additional Tenant(s). This will necessitate terms regulating the use and maintenance of common or shared spaces that will be applicable to all Tenants. Tenants agree to abide by these terms as will be determined in the sole discretion of the Town.

ARTICLE 12

PURCHASE AND FIRST RIGHT OF REFUSAL

12.1 Purchase. The Tenant shall have the right to purchase the property described on Exhibit A, consisting of 2.8 acres beginning on June 8, 2031. The purchase price for such property shall be one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00). The Parties anticipate executing a separate Option to Purchase Agreement followed by a Purchase Contract to effectuate the purchase. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.

Prior to such purchase, the Property must be properly subdivided and the Property parcel created, and any required redevelopment or development agreements must be executed by Tenants as may be required by the Town.

12.2 First Right of Refusal

Should the Tenant decide not to purchase the Property pursuant to 12.1, or decide to terminate this Lease, the Lease will terminate and the Property will revert back to the Town of Palmer Lake with its improvements there on and title to said improvements shall transfer automatically to the Town.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

TOWN OF PALMER LAKE

Glant Havenar, Mayor

ATTEST:

Dawn Collins

ECOSPA

EcoSpa, LLC

By:

Richard Willan, member and manager

Lindsay Willan, member and manager

EXHIBIT A

Legal Description of Leased Premises and Map

EXHIBIT B

Uses

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is made this ____ day of September, 2023, by and between by and between the Town of Palmer Lake, a Colorado statutory town (the "**Town**"), and EcoSpa, LLC, a Colorado limited liability company ("**EcoSpa**"). Town and EcoSpa are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. The Town owns that certain real property commonly referred to as the Elephant Rock Property consisting of approximately 28 acres (hereinafter referred to as the "**Entire Elephant Rock Property**"). The Town acquired the Entire Elephant Rock Property pursuant to that certain warranty deed dated June 8, 2021. The Entire Elephant Rock Property was a gift from Living Word Chapel who expressed the desire that the Town develop "a well-articulated plan for how this property will benefit the residents of Palmer Lake" and "the Town will not sell or otherwise dispose of the property for a period of 10 years."

B. There are certain improvements on approximately 2.8 acres of the Entire Elephant Rock Property that have been leased to EcoSpa ("**Leased Property**") consisting of a gymnasium, maintenance shed, a swimming pool and an outdoor amphitheater ("**Improvements**") which are in disrepair. The Leased Property is more fully described in Exhibit A which is attached.

C. As part of the development of the Leased Property, the Town wishes to provide for the development of the Leased Property for the benefit of the community. EcoSpa wishes to redevelop the Leased Property and refurbish the Improvements and construct additional building(s) and improvement(s) ("**Project**"). The uses of the Leased Property are restful and tranquil.

D. Because the Project will require the investment of significant capital, EcoSpa wishes to purchase the Leased Property. The Town does not wish to sell the Leased Property until after June 8, 2031. To allow the immediate redevelopment of the Leased Property, the Town has leased the Leased Property to EcoSpa ("**Lease**") and EcoSpa desires the Town to grant EcoSpa this Option to Purchase the Leased Property ("**Option Agreement**"). The Town will also require a Redevelopment Agreement once EcoSpa has a more definite plan of Redevelopment and before redevelopment begins.

THEREFORE, the Recitals above are incorporated herein and made a material part of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

OPTION TO PURCHASE

1. The Town grants EcoSpa, LLC the exclusive option to purchase the Leased Property on the following terms and conditions set out below on and after June 8, 2031 or on an earlier date as the Town advises EcoSpa that it may sell and EcoSpa may purchase the Leased Property.
2. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.
3. The purchase price is One Hundred Twenty Thousand dollars (\$120,000.00) (“Purchase Price”). The purchase price is one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00).
4. To exercise its purchase option, EcoSpa shall give the Town written notice of its exercise of the option. The sale shall be closed at place and on a date and time mutually agreeable between the parties which shall be no later than one hundred and twenty (120) days after the exercise of the option and no later than ninety (90) days after the passage of an ordinance by the Town to sell the Leased Property, whichever is later. At the closing, EcoSpa shall pay the Town the Purchase Price in cash, and the Town shall convey the Leased Property to EcoSpa by general warranty deed containing no exceptions or liens, subject only to ad valorem taxes for the year of such conveyance (which will be prorated as of the date of such conveyance), and other restrictions, easements, and encroachments affecting the premises which are required by the Town in its sole discretion.
5. The Lease will continue until the closing and the exercise of its option will not relieve either party of any of its obligations, covenants, or agreements under the Lease until closing. Upon the closing this Lease will terminate. If the then-existing term of the Lease expires while the closing of the purchase of the premises is pending, the Town may in its sole discretion extend the Lease from day to day at the then-existing lease terms until closing has occurred. The Town and EcoSpa agree to cooperate in order to assure the closing of

the sale and purchase of the Leased Property and to take those actions necessary to complete the sale.

6. The terms of this Option Agreement will bind and benefit the Town and EcoSpa and their respective successors. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
7. All offers, acceptances, and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party or available from a document recorded in the chain of title to the Leased Property. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.
8. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and personal representatives of the parties hereto. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
9. This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.
10. Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To EcoSpa: EcoSpa, LLC
Attn: Richard and Lindsay Willan
P.O. Box 216
Palmer Lake, CO 80133
digbycrofts@gmail.com
719 648-1419

To the Town: Town of Palmer Lake
Attention: Dawn Collins
42 Valley Crescent
PO Box 208
Palmer Lake, CO 80133

dawn@palmer-lake.org

Copy To: **Matthew Z. Krob, Town Attorney**
 8400 E. Prentice Avenue
 Penthouse
 Greenwood Village, CO 80111
 matt@kroblaw.com
 303 694 0099

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

TOWN OF PALMER LAKE

Glant Havenar, Mayor

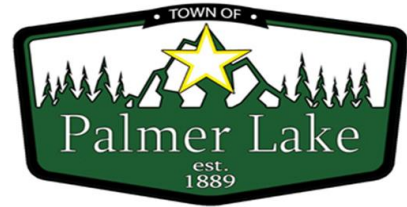
ATTEST:

Dawn Collins

ECOSPA
EcoSpa, LLC
By:

Richard Willan, member and manager

Lindsay Willan, member and manager



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Draft Ordinance to Regulate RV Use/Storage on Private Property
Presented by: Town Administrator /Clerk		

Background

As previously discussed, the Board provided direction for ordinance language to regulate RVs on private property.

For reference, the following was the prior town code used for “house car parking” on private property –

5.20.080 House Cars - On Private Property.

No person shall maintain or permit to be maintained any house car upon any private property within the Town of Palmer Lake when the same is used for living purposes unless the same shall be licensed as a tourist camp.

Following a September workshop, the Board addressed numerous questions to assist staff to revise ordinance language to regulate RV storage and use on private property.

Attorney Krob will review the draft ordinance.

PALMER LAKE, COLORADO

ORDINANCE NO. 22 - 2023

AN ORDINANCE AMENDING CHAPTER 10.14 OF TITLE 10 OF THE PALMER LAKE MUNICIPAL CODE BY ADDING NEW SECTIONS, SECTIONS 10.14.030, 10.14.040, AND 10.14.060, REGULATING STORAGE AND USE OF RECREATIONAL VEHICLES WITHIN THE TOWN OF PALMER LAKE

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

WHEREAS, the Board previously adopted regulations relating to vehicles and traffic, with such regulations appearing in Title 10 of the Palmer Lake Town Code;

WHEREAS, the Board of Trustees desires to establish regulations to provide for the safe and reasonable use and storage of RVs within the Town without allowing RVs to become permanent residences or accessory dwelling units; and,

WHEREAS, the Board of Trustees has determined that it is necessary to establish regulations for the use and storage of Recreational Vehicles within the Town in order to preserve the health safety, and general welfare of the citizens of the Town of Palmer Lake.

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

Section 1.

Chapter 10.14 of Title 10 of the Palmer Lake Municipal Code is hereby amended by adding new Sections, Sections 10.14.030, 10.14.040, and 10.14.060, with such Sections to read in their entirety as follows:

10.14.030. – Storage of Recreational Vehicles on Private Property.

- A. Recreational Vehicles may be stored on Private Property provided there is a primary residence with a valid certificate of occupancy on the property.
- B. Recreational Vehicles may be connected to electric, via an extension cord, and to water via garden hose, but may not be connected to the sewer system.
- C. The RV must be brought to the property via a developed right of way or street. A RV may not be brought onto a property that does not have a developed right of way or street providing access to the property upon which the RV is to be used.

10.14.040. – Use of Recreational Vehicles on Private Property.

- A. Recreational Vehicles may be used on Private Property which has a primary residence with a certificate of occupancy on the property so long as the use of the RV does not constitute a permanent residence or an accessory dwelling unit.
- B. Recreational Vehicles may be used on Private Property which does not have a primary residence with a certificate of occupancy only under the following conditions:
 - 1. The property must have a valid Land Use Permit issued before the RV is used, with such RV use indicated on the Land Use Permit application.
 - 2. The ability to use an RV under this Section 10.14.040(B) may be revoked, after notice to the property owner and an opportunity to be heard, if the Board of Trustees determines that the use of the RV on the property is contrary to the health, safety, and/or general welfare of the surrounding property owners or is contrary to this Chapter 10.14.
 - 3. The RV must be brought to the property via a developed right of way or street. A RV may not be brought onto a property that does not have a developed right of way or street providing access to the property upon which the RV is to be used.

10.14.060. RV use not to constitute permanent residence or accessory dwelling unit.

No provision of this Chapter 10.14 shall be construed to allow the use of RVs in a manner that would constitute a permanent residence or accessory dwelling unit. The use of RVs pursuant to the provisions of this Chapter 10.14 shall only be temporary in nature.

Section 2.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance 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 Ordinance. The Town Board hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3.

Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

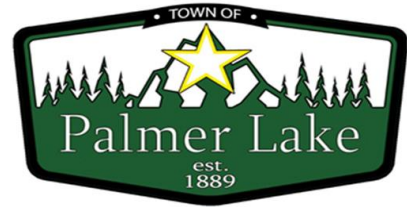
INTRODUCED, READ AND PASSED AT A FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28TH DAY OF SEPTEMBER 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Consider Letter of Support for Non-motorized Grant
Presented by: Town Administrator /Clerk		

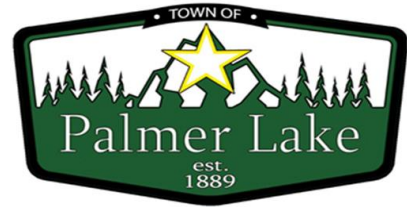
Background

Parks and Trails is writing a grant offered by “The Colorado Parks and Wildlife Non-Motorized Grant Program” which will help pay for the 3 bridges parks intends to build over the next 3 years along Creekside Trail that will connect the upper part of Town down Kent Street and then east into ER property.

One of the requirements is to have letters of support from groups, clubs, organizations that can emphasize the need for the project (bridges that connect the upper and lower parts of Town along trails that provide safe passage, especially for school children and families).

The Board has already passed a resolution that gave Parks the permission to develop the trail and temporary bridges. This would help fund the permanent bridges in cooperation with the USAFA Engineering Department over the next 3 years.

With the grant submission to fund the temporary bridges for the new trail activity from Kent ROW to the elephant rock property, and the design of bridges is underway, this request is to authorize staff to draft and the Mayor to sign a letter of support for the non-motorized grant.



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

DATE: September 28, 2023	ITEM NO.	SUBJECT: Consider Support of Trustee Ball serving Non-motorized Grant
Presented by: Town Administrator /Clerk		

Background

[Senate Bill 23-166](#) established a Wildfire Resiliency Code Board in the Division of Fire Prevention and Control to help enhance community safety and resiliency from wildfires through the adoption of codes and standards. Board Member appointments are to be made no later than September 30, 2023.

Per statute, individuals initially appointed to the Board must reside or work within an area of the state that is at high risk for wildfire as determined with input from the Colorado State Fire Service and subsequently appointed members must reside or work in areas of the state within the Wildland-Urban Interface as defined by the Board pursuant to subsection (4)(b)(I).

Collectively, the board will consist of 21 appointed voting members with specific government or industry qualifications and 3 ex officio non-voting members.

Trustee Shana Ball would like to apply for the following appointment by the **Executive Director of the Department of Public Safety** (Stan Hilkey) -

- 1 municipal and 1 county representative representing a municipality and a county that, prior to September 30, 2023, has adopted a code that provides, minimally, for wildfire resilient structures and best practices