



PLANNING COMMISSION

Wednesday, March 18, 2026 at 5:00 PM

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

LIVE STREAM available on Town website

AGENDA

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

The Commission values public comment on issues relevant to Town government. To permit the fair and orderly expression of such comments, the Commission will adhere to the following rules for public comment, whether for an agenda item or during public comment for non-agenda items brought by the public.

A speaker must be recognized by the Chair to step to the podium, sign in, use the microphone, state name and address for the record, and address comments solely to the Commission, as a whole.

Each speaker is limited to 3 minutes, cannot pool time with another, and each speaker may only speak once per topic. Civility and respect is required. Comments should not be directed to Town staff, individual Commission members or to public members. Comments or disruption from audience members not recognized by the Chair are prohibited. Points already made should not be duplicated. Only written comments limited to one page will be permitted. Public members are also invited to submit comments by email to be distributed to the Commission separately. Note that comments submitted to the Town Commission are public record. Please understand that the Commission will listen and consider public comments; however, members will not discuss or take action on your comment but may refer it to staff and/or a future meeting for discussion.

Thank you for your cooperation.

Call to Order

Roll Call

Pledge of Allegiance

Approval of Minutes

- [1.](#) Minutes from November 19, 2025
- [2.](#) Minutes from December 3, 2025

Business Items

- [3.](#) Sign Permit Application
- [4.](#) Discussion/Update Town of Palmer Lake Updated Zoning Map
- [5.](#) Discussion/Update on ADU's in Palmer Lake
- [6.](#) Discussion/Update on Public Street and Paper Platted ROW
- [7.](#) Discussion/Update on Illumination Point

8. Discussion/Review and Possible Recommendation – Planning Commission Applications
9. Discussion/Update on Application for Replat/Resubdivision of Eco Spa
10. Discussion/Update on Rezoning & Re-Subivision of Highbrook
- [11.](#) Discussion/Update Community Institute Matters - Planning Consultants

Public Comment - *This time is reserved for the public to speak to items not on the agenda.*

Next Meeting and Future Items

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.



PLANNING COMMISSION

Wednesday, November 19, 2025 at 5:00 PM

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

MINUTES

Call to Order/ Roll Call

- 5:00PM
- Present: Matt Stephen, Richard Kuehster, Charlie Ihlenfeld, Bill Fisher.
- Not Present: Herb Tomitsch,

Pledge

Approval of Minutes

1. Minutes October 15, 2025
 - **Motion to approve.** (Kuehster Stephen) "Aye" Vote. Motion passed unanimously.

Public Hearing

2. Highbrooke rezoning & re-subdivision from PD to R-3 for residential units at 0 Brook Street - Applicant Requests a Continuance (December 3, 2025) to complete required public notice
 - **Motion to continue this matter until December 3, 2025 at 5:00pm.** (Ihlenfeld, Stephen) "Aye" Vote.
 - Motion Passed
3. The Eco Spa LLC, Planned Development Plan for Zoning -Applicant Requests a Continuance (December 3, 2025) to complete required public notice.
 - **Motion to continue this matter until December 3, 2025 at 5:00pm.** (Ihlenfeld, Kuehster) "Aye" Vote.
 - Motion Passed

Business Items

4. Accept Resignation of Planning Commissioner Michael Beeson
 - Motion to accept resignation of Michael Beeson. (Fisher, Stephen) "Aye" Vote.
 - Motion Passed
5. Discussion of and Nomination of Planning Commission Vice-Chair
 - Nomination for Commissioner Stephen to be Planning Commission Vice-Chair. (Ihlenfeld, Fisher) "Aye" Vote.
 - Motion Passed

6. Discussion on Planning Commission Vacancy and Appointment
 - Question to Deputy Town Clerk Grant Massey on Beeson's term end date.
 - o Deputy Town Clerk Massey will follow up with more information to the Commission.
 - Commission decided that applications will be open until the position is filled. Upon an application it will be heard at the next regular meeting of Planning Commission.
7. Discussion/Update Illumination Pointe
 - Update from Interim Town Administrator Glen Smith. Certain items have not been complied with, Interim Town Administrator Smith asked for guidance on whether the Commission would like to hold them in violation.
 - Commissioner Fisher directed clarifying questions on screening, drainage and CDOT issues directed to Interim Town Administrator Smith.
 - Interim Town Administrator Smith was directed by commission to work with John Chavez to produce a list of violations and assess next steps.

Public Comment - *This time is reserved for the public to speak to items not on the agenda.*

- Comment From Richard Willan - Brought in some drawings to show the Planning Commission.
- Comment From Beverly Voelker - What is the best way to address concerns with zoning changes.
 - o Town Staff responded that the best place would be the contact us email on the Town website.

Next Meeting and Future Items

- Question from Commission about HayCo fence.
- Request from Commissioner Stephens for a review of the non-compliance process and procedure for land use matters.
- Planning Commission Special Meeting December 3, 2025

Adjourn

- Motion to Adjourn meeting. (Fisher, Stephen) "Aye" Vote
- Meeting adjourned at 5:41PM.



SPECIAL PLANNING COMMISSION MEETING

Wednesday, December 03, 2025 at 5:00 PM

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

MINUTES

Call to Order 5:00PM

Pledge

Roll Call

- Present: Richard Kuehster, Andre Bergeron, Matt Stephen, Bill Fisher
- Absent: Charlie Ihlenfeld, Herb Tomitsch

Presentation

1. Presentation on MS4 requirements, including Town Liabilities. By town Consultant John Chavez.
 - Mr. Chavez provided a high-level summary of the Municipal Separate Storm Sewer System (MS4) permit, a five-year permit issued by the Colorado Department of Public Health and Environment.
 - The permit covers the town's entire jurisdictional boundary and requires six minimum controls, including public education, illicit discharge detection, and construction site runoff control.
 - Construction sites disturbing more than one acre must implement control measures and undergo inspections every 14 to 90 days.
 - Palmer Lake participates in a regional outreach campaign organized by Colorado Springs, contributing \$1,250 annually.
 - Mr. Chavez highlighted the risks of non-compliance by citing a consent decree involving Colorado Springs, which has cost that city over \$226 million to date.
 - Following the presentation, the Commission held a question-and-answer session covering the permit's scope, personnel definitions, and operational logistics. Key discussion points included the clarification that the permit covers the entire town, the definition of field staff and certified pesticide applicators, and the distinction that fire mitigation is not considered a land-disturbing activity unless stumps are removed. Additionally, the Commission reviewed the town's current compliance status, the oversight inspection process, and the reimbursement structure for Chavez consulting, with no major concerns raised regarding the upcoming 2026 permit renewal.

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.

Hearing Opened at 5:41PM

2. Application for Rezoning & Re-Subdivision of Highbrook (Applicant)
 - Presentation by Calvin Berstler and Doug Allen
 - Project Overview and Vision: The applicants, local residents with multi-generational ties to the area, expressed their intent to build personal residences rather than pursuing high-density commercial development. They proposed rezoning the land from PUD (Planned Unit Development) to R3 (Medium Density) to better align with the "Old Town" master plan, subdividing the 1.67 acres into four residential lots.
 - Adherence to Hillside Ordinance: A central focus of the presentation was the commitment to the Town's Hillside Ordinance. The applicants stated they are not seeking variances; instead, they have designed homes with footprints that stay well within the 15% maximum allowable disturbance (currently ranging from 6% to 13% per lot).
 - Topography-Based Design: Addressing concerns regarding steep terrain, the developers confirmed that the homes are being custom-designed to fit the hillside rather than using flat-site designs that require large retaining walls. They emphasized that while two lots are flatter, the others will be built responsibly into the slope to stabilize areas that were left in poor condition by past excavations.
 - Easement Rectification: The applicants are working to fix historically inaccurate easements, including a town water tower access road that currently incorrectly runs through existing neighboring townhomes.
 - Utility & Access Protection: They proposed granting new, beneficial easements to neighbors to ensure permanent garage access and to the town to protect existing electric and drainage infrastructure found on the property.
 - Road Maintenance: The town's maintenance road to the water storage tank will remain its current width, with the addition of a wider turning radius, requested by the Town Engineering consultant, to improve access for maintenance vehicles.

- Commitment to the Community: The applicants pledged to leave the land in better condition than they found it, including cleaning up historical debris (pallets and logs) and addressing long-standing erosion issues on the Brook Street ridge through proper grading and erosion control plans (developed by Drexel, Barrell & Co.).

Public Testimony: *All members of the public giving testimony were sworn in by the planning chair prior to giving testimony.*

- Beverly Voelker – raised concerns regarding the geological composition of the mountain's "front face," describing it as "scree" that lacks stable vegetation and is prone to continuous sloughing once disturbed. She argued that no development should be considered until extensive geotechnical surveys determine the depth of the stable bedrock. Furthermore, she questioned the R3 zoning, suggesting that only lower-density R1 (single-family) zoning might be feasible without causing the "entire mountain to come down," and urged the Commission to require comprehensive engineering studies before making any final land-use decisions.
- Alysse Forde – spoke in opposition, questioning why town rules are not being followed despite the clear restrictions of the Hillside Ordinance. She highlighted historical precedent, noting that the Planning Commission unanimously denied a similar proposal in 2019 due to excessive land disturbance, reportedly 30% to 60%, far exceeding the 15% allowable limit. Significant concerns were raised regarding the geological instability of the "soft and slippery" terrain and the potential for severe watershed issues, citing the 1965 flood and recent 2023 runoff that caused deep ruts on their property. She concluded by asking for the record whether a new engineering study has verified a disturbance rate under 15%, who would be liable for future road and property damage caused by runoff, and what specific watershed mitigation projects have been approved to prevent the town from being "washed out."
- Kellie Currie – spoke in opposition to the development, emphasizing the geological instability of the hillside and the potential for property damage. She noted that her real estate agent had previously indicated the land would never receive water taps, a factor in her decision to purchase her home, and expressed frustration over the \$300 cost to access historical records regarding previous development restrictions on the property. She highlighted that the current land remains in "terrible condition" from past disturbances, noting she personally mitigated fire hazards by clearing logs and crates—and argued that the town's own documentation appears to shield the municipality from liability while leaving current residents vulnerable. She concluded by stating that she can feel the mountain shake when trains pass, raising concerns about existing foundation issues in the neighborhood and promising to seek legal and financial recourse if the approval of this land use results in any future damage to her property.
- Heather Kruger – a fifth-generation resident of Palmer Lake, raised concerns regarding the potential for setting a legal or procedural precedence by altering the application of the Hillside Ordinance. She questioned whether allowing changes to accommodate this specific development would enable future developers to subdivide and build multiple homes on other protected lands, such as the area behind the "Star" on the mountain. She argued that if the Commission permits a shift from the current standards to fit a

specific project, it could lead to a cumulative transformation of the town's landscape and eventually obstruct the visibility of iconic landmarks like the Star.

Applicant Response:

- **Geotechnical Reporting:** The applicant confirmed that extensive soil samples have been taken at the four proposed lot locations. He noted that while a formal geohazard report is currently an open item, they have consulted with a geotechnical expert and possess stamped Colorado engineering reports for the house foundations based on those soil samples. He expressed willingness to pay for a "full-blown" report if formally requested by the Commission but asserted that the existing engineering plans already account for the ground conditions.
- **Compliance with Hillside Ordinance:** The applicant explicitly stated that they are not seeking a variance to the Hillside Ordinance. He provided estimated disturbance rates for the four lots—two at 13%, one under 6%, and one at 8%—all of which fall below the 15% maximum allowable limit. He contrasted this with a failed 2019 proposal for eight units, which would have required over 8,000 square feet of disturbance per unit, making it impossible to meet town standards.
- **Response to Public Concerns:** Addressing resident comments, the applicant argued that the property is stable for the four planned residences and that his team intends to "fix" the hillside by compacting soil and taking down the slope rather than just digging into it. He noted that Pikes Peak Regional Building Department reviewed the project and anticipated minimal impact.
- **Drainage and Infrastructure:** The applicant explained that while a formal grading and erosion plan is a later step in the process, they intend to direct water flow responsibly, potentially using "water gardens" on certain lots to manage runoff more effectively than the current natural state of the hillside. He also confirmed that the developer is working with the town to legally record essential easements for drainage, water lines, and access roads as separate documents prior to the final plat.

Hearing closed at 6:51

Discussion on zoning:

- Comment from Commissioner Fisher – this was originally zoned for multifamily. It is surrounded by R3, and that at this point, rezoning it to R3 feels appropriate.
- Comment from Commissioner Kuehster – Stated that this might be better that it could go to a smaller zoning, as it could address existing issues with the property that might not be addressed otherwise.

- Comment from Commissioner Bergeron – Complaint about not getting packet until the night before same with public comments. Agreed with Commissioner Fisher’s comments about zoning.
- **Motion to recommend the rezoning of the property to R3** (Fisher, Kuehster) “Aye” vote. Motion passed unanimously.

- **Motion to recommend approval to the Board of Trustees under the provision that all of the conditions stated in the XX-2025 resolution are satisfied with the addition of a Geo-Hazard study.** (Resolution numbered by Records Custodian as 74-2025 at a later date) (Fisher, Bergeron) Roll Call Vote. Motion Passed unanimously.

- 3. Application for Planned Development Plan for Eco Spa, LLC (Applicant)
 - **Motion to continue this to the Regular meeting in January.** (Kuehster, Fisher) “Aye” vote. Motion passed unanimously

Business Items

- None

Public Comment - *This time is reserved for the public to speak to items not on the agenda.*

- Alyse Forde – Question to the Commission if disturbance rates are cumulative.
 - o The Commission responded that it is determined from the overall lot size, and that it would have to stay under 15% across all properties on a lot.
- Kellie Currie – Stated that she has tried for over a month to communicate with the Planning Commission. Stated that she has gotten no response.
- Carly McAdam – Stated that if you’ve ever had a child say that I’ll do that after I get what I want it doesn’t happen. Stated that people don’t have a problem before they get what they want. When they get what they want, they have a problem with all of these other things.
- Beverly Voelker – Stated her frustration that her written public comment was not specifically addressed. Asked what a better way to know what she is submitting is being addressed. Stated that the only confirmation she received was a receipt from the Deputy Town Clerk. Continued with a question how she could express her concerns going forward.
 - o Response from the Commission is that next opportunity would be when it goes to the Board of Trustees.

Next Meeting and Future Items

Adjourn

- **Motion to adjourn** (Fisher, Kuehster)
- Adjourned at 7:27PM



42 Valley Crescent
 PO Box 208
 Palmer Lake, CO 80133
 Phone: (719) 481-2953
 Fax: (719) 488-9305
www.townofpalmerlake.com

TOWN OFFICE USE ONLY

Item 3.

Date Received: _____ By: _____
 Payment #: _____ Fee: \$ _____
 Approved By: _____
 Denied Date: _____

**TOWN OF PALMER LAKE
 SIGN PERMIT APPLICATION**

The following application is pursuant to Municipal Code Chapter 14.50 and must be completed for all types of signage in the Town of Palmer Lake. The application fee is \$100.00, which includes a nonrefundable \$15.00 fee for application processing, regardless of approval, denial, or applicant withdrawal.

The following documents must be submitted for this application to be considered:

- Completed Sign Permit Application
- Applicable fees
- Sketch of sign, including colors, dimensions, wording, and specific location of sign

This application and all required associated documents shall be submitted to the Town of Palmer Lake prior to scheduling before the Planning Commission. The Planning Commission meets monthly on the third Wednesday. Submission of application does not guarantee approval.

Note: A minimum of 10 days is required to process this application.

APPLICANT/BUSINESS OWNER INFORMATION

Business Name/Owner: El Paso County Signs, DBA Pinnacle Signs & Graphics

Phone: 719-597-0601 Email: office@pinnaclesignsinc.com

Street Address: 2275 Waynoka Road City: Colorado Springs State: CO Zip: 80915

Legal Address: Lot(s): _____ Block: _____ Subdivision: _____

Mailing Address (if different than physical location): _____

City: _____ State: _____ Zip: _____

Applicant Name (if other than owner): Doug Higgins (Customer's address is placement of signage)

Phone: (719) 331-9335 Email: dsh@timbernorth.com

Street Address: 613 & 615 County Line Road City: Palmer Lake State: CO Zip: 80132

SIGN & FEE INFORMATION

The fee for this application is \$100.00. If requesting more than one sign, a separate application must be completed for each sign.

A sketch of the intended sign, including colors, dimensions, and location of the building or structure to which the sign will be attached, must be included with this application.

TYPE OF SIGN (check all that apply):

- Double-Faced Free-Standing Multi-Faced
- Projecting Single-Faced Wall-Mounted

SIGN CATEGORY (check all that apply):

- Business Comprehensive Sign Plan Directory Sign
- Marquee Master Plan PUD Sign
- Temporary Sign Other: _____

Sign Wording: Multi tenant panels on a monument, please see graphics

Specific Location of Sign: 613 & 615 County Line Road, see site map for footprint

Dimensions of Sign: L 60" W 4 x H 111" Dimensions of Sign Structure: L _____ x W _____ x H _____

Colors: black, white and red Materials: Metal posts and maxmetal faces

Will sign be illuminated? Yes No If yes, describe: _____

How will the sign be mounted/affixed? Welded metal posts with maxmetal faces, posts set into concrete

THIS APPLICATION HAS BEEN EXAMINED AND COMPLETED BY ME. ALL OF THE INFORMATION COMPLETED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AM AWARE OF AND FULLY UNDERSTAND THE TOWN OF PALMER LAKE REGULATIONS.

Kara D Knott
Signature

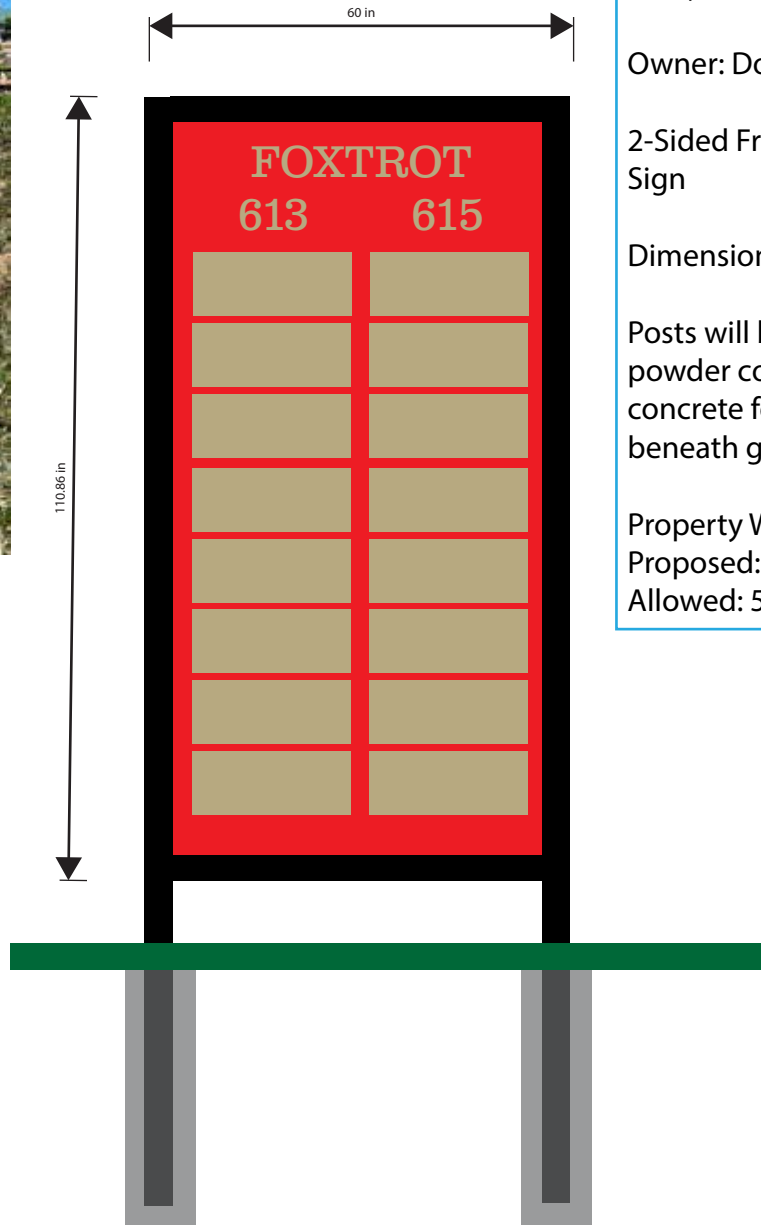
Kara D Knott
Printed Name

12/8/2025
Date

TOWN OFFICE USE ONLY
Scheduled PC meeting date: _____

FoxTrot Buildings Freestanding Sign Plan Image

Item 3.



Notes:

FoxTrot Buildings
613 and 615 Highway 105, Palmer Lake, Colorado, 80132

Owner: Douglas Higgins

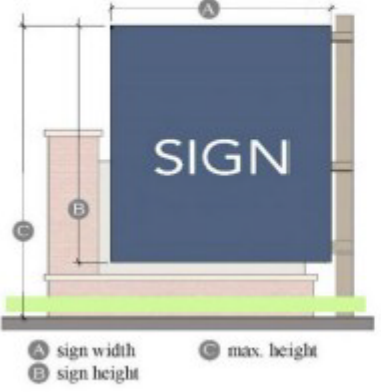
2-Sided Freestanding Panel Sign

Dimensions: 60" w X 111" h

Posts will be 3" steel, welded, powder coated, and set in 8" concrete forms going down 36" beneath ground-level

Property West Frontage: 396'
Proposed: 46.25sqft
Allowed: 50sqft

J) Freestanding Signs

Type	quantity	max area	height /clearance
<p>Freestanding Sign:</p>  <p> A sign width B sign height C max. height </p>	1 per property or complex with multiple buildings, businesses, or other occupancies	50 square feet (A x B)	(C) No higher than of 10' feet

*Sizing based on Palmer Lake Sign Ordinance 17.76.060 SIGN TYPES - Section J

- (1) Location: Freestanding Signs shall be set back from all lot lines a minimum of five feet.
- (2) Adjacent lot owners may erect a joint freestanding sign on their common lot line if both property owners have provided written permission.
- (3) Singular, metal pole or column sign supports without a decorative cover shall be prohibited.
- (4) Freestanding Signs shall be placed at least 2 feet from sidewalks and outside of the public right-of-way, clear vision sight triangles, and easements, unless an alternative location is authorized with a Town approved revocable encroachment agreement.
- (5) The base of Freestanding Signs shall be landscaped a minimum of 24" all around the sign pole.
- (6) All freestanding signs, except directional signs, shall be separated by a distance of no less than 50 feet unless the freestanding signs are separated by a street right-of-way.

FoxTrot Buildings Site Map



Notes:

FoxTrot Buildings
613 and 615 Highway 105, Palmer
Lake, Colorado, 80132

Owner: Douglas Higgins

2-Sided Freestanding Panel
Sign

Dimensions: 60" w X 111" h

Posts will be 3" steel, welded,
powder coated, and set in 8"
concrete forms going down 36"
beneath ground-level

Sign will be set back from Hwy
105 approximately 12' to 15'

811 and/or Private Locate will be
conducted before any digging to
ensure no utility lines run through
the easement/ ditch in the
location of the sign.

Property West Frontage: 396'
Proposed: 46.25sqft
Allowed: 50sqft

Item 3.

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

		<i>Receipt Confirmation</i>
Description		Amount
Town of Palmer Lake Transaction		\$100.00
Service Fee		\$3.02
TOTAL		\$103.02

Transaction Detail

The following amounts will be remitted back to the agency.

SKU	Description	Unit Price	Quantity	Amount
10-10-4331	Land Use, Street Cut, Peddlers Permit	\$100.00	1	\$100.00
	Service Fee	\$3.02		\$3.02
Total Amount Paid				\$103.02

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of \$.75 plus 2.25% of the order total for credit card payments or \$1 for electronic check payments.

Customer Information

Customer Name	Kara Knott	Receipt Date	9/15/2025
Local Reference ID	9e44dab3-ab48-47ef-875a-ee5188312015	Receipt Time	11:50:17 AM MDT

Payment Information

Payment Type	Credit Card	Credit Card Number	*****5135
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Item 3.

Credit Card Type

VISA

Order ID

256238204

Name on Credit Card

Kara Knott

Billing Information

Billing Address

2275 Waynoka Road

Phone Number

7195970601

Address 2

Suite L

This receipt has been emailed to the address below.

Billing City, State

Colorado Springs, CO

Email Address

office@pinnaclesignsinc.com

Billing Zip/Postal Code

80915

Country

US



Date: Wednesday, March 4, 2026

To: **The Palmer Lake Planning Commission**

Through: Glen Smith, Interim Town Administrator, Town of Palmer Lake (TOPL)

From: **The DRT technical reviewers**
 Barb Cole, Consulting Planners, Community Matters Institute
 Mark Morton, PE, GMS, Inc., Consulting Engineers,

CC: Erica Romero, Town Clerk, Town of Palmer Lake

Re: **Statutory and Code Requirements for the adoption of an Official (Zoning) Map**

Summary

CRS 31-23-301 and 302 authorize zoning regulations and the creation of zoning districts. CRS 31-23-206 requires an 'official map' for municipal planning purposes. In August of 2025, the Board of Trustees approved a new Title 17: Land Use Regulations, replacing the old Title 17: Zoning.

Ordinance 2-2023 to Adopt Official (Zoning) Map for the Town established the Official Map that is currently on display at Town Hall. An Official Zoning Map is required by Sec. 17.2.030. Official Zoning Map. Because the Town is now operating under the new Land Use Code, a new Official Map is required.

GMS and CMI have prepared the following final Official Zoning Map as required by Statute and by the adopted Municipal Code. The new 'Official Zoning Map' is being provided to the Planning Commission (PC) for informational purposes only. The Planning Commission is not required to take action or approve the revised Official Zoning Map. However, as we have done in the past, we value the knowledge of the Planning Commission and feel it is in the best interest of the community to have the Planning Commission members review and comment on the revised Official Zoning Map. This has been past practice.

The new 'Official Zoning Map' accomplishes three main goals:

- Item 1. Update the Official Zoning Map to reflect the revised names of the zone districts as requested by the Planning Commission. The names were changed in the new Title 17 so that they are more descriptive. For example, R-3 is now R-5,000 to reflect the size of a lot that is required.
- Item 2. Correct PD zoning that did not comply with the past PUD ordinance nor the current PD ordinance adopted in 2024, as explained below.



- Item 3. Note properties that were improperly zoned decades ago as M-1 (general industrial), in the middle of a residential area, which does not correlate to the current developed use of the property as single-family residential. (see south east portion of the map).
- Item 4. Added street names for reference as requested by the Interim Town Administrator and Police Chief.

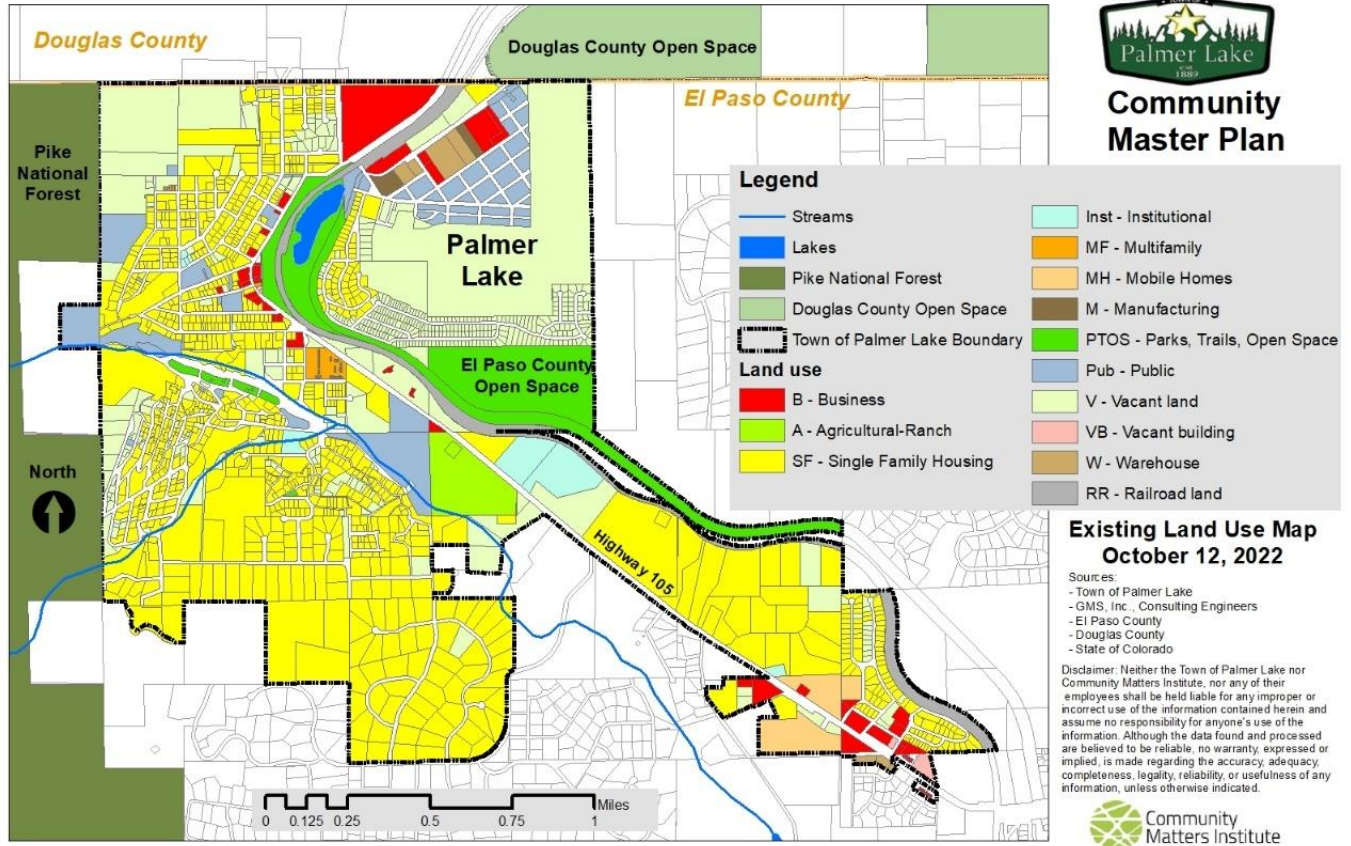
To that end, per the direction of the Planning Commission, most of the names of the zone districts changed as follows:

Previous Zone District	Current Zone District or Minimum lot or parcel size
RA	RA-5: Residential Agricultural
RE Estate (2½ acres or more)	R-2.5: Residential Large Lot
R1 (1 acre or more)	R-1: 1-acre Single Family Detached
R-2- ½ ACRE OR MORE	R-2: 1/2 acre or more
R-10,000 Intermediate Medium Density Residential Zone (10,000 sq. ft. or more)	R-10,000: Medium Density Residential Zone
R3 – (5,000 sq. ft. or more)	R-5,000: Small Lot Residential
R4 - High Density Residential	R-MF: R-15,000 Multifamily
CC Convenience Commercial Zone (6,600 sq. ft. or more)	DMU: Downtown Mixed Use
C1 –General Business and Commercial (6,600 sq. ft. or more)	BI-MU: Business Industrial Mixed-use
C2 – General Business and Commercial Zone (6,600 sq. ft. or more)	VMU: Village Mixed Use
M1 – General Industrial	BI-MU: Business Industrial Mixed Use <i>combines M-1 with C1 per Future Land Use Plan (North End)</i>
O1 – Open	REC: OS Recreation and Open Space
PUD- Planned Unit Development	Planned Development

Expanded details of new 'Official Zoning Map' goals listed above:

- Item 1. There has been no change in Zone district boundaries except the following:
 - a. UCC disconnect
 - b. Susan Miner's property (no change in zoning, but an earlier map was improperly labeled).
- Item 2. Item 2 required researching the status of parcels noted as the previous PUD zoning. Many of the parcels zoned PUD are not noted as PUD in the El Paso County (EPC) Assessor's records. Instead, the records show no zoning designation. Many of the parcels zoned PUD have no recorded TOPL zoning ordinance changing the zone to PUD. Most do not have a Site Plan, including the quantitative data required under the

We have provided you with 11X17 copies of the above map to aid in your review. Below, please find a copy of the CMI map from the Community Master Plan showing existing land use.



Upon reviewing the map at the next Planning Commission meeting, please provide comments to town staff with copies to GMS and CMI. Thank you in advance for your time and effort.

ADU's Update per Statute

REQUIRED CHANGES PER STATUTE (CRS 29-35-402)

LAND USE CODE CHANGES REQUIRED

1. Add to the definition text in Yellow

Accessory Dwelling Unit or ADU. A second, subordinate dwelling unit located on the same lot as a primary dwelling unit or commercial unit. The unit includes its own independent living facilities with provisions for sleeping, cooking, and sanitation, and is designed for residential occupancy independent of the primary dwelling unit or commercial unit. The unit may have a separate entrance or an entrance to an internal common area accessible to the outside. This also may include a caretaker dwelling unit. Recreational vehicles **and mobile homes** are not Accessory Dwelling Units.

2. Remove the following as a Conditional Review Use in all residential districts. This statute only applies to single-family residential districts. All single-family residential districts must list ADUS as a permitted accessory use.

Conditional Review Uses. The following Conditional Review Uses may be permitted as specified:

1. ~~Any permanent accessory structure that exceeds 500 square feet per acre of land including accessory dwelling units, subordinate~~ (NOTE: *This was discussed with the Planning Commission, BUT THIS IS NOT ALLOWED PER STATUTE- every ADU must be reviewed administratively.*)

3. NEW text for Article 5: After This Section Sec. 17.5.380. Plot plan, add a new Section called and add the following text.

17.5.390. Review Procedures for Accessory Dwelling Units (ADUs) in Single-Family residential districts.

- (a) Applicability. Accessory Dwelling Units (ADU) are allowed in all residential districts where single-unit detached dwellings are allowed and are reviewed administratively pursuant to CRS 29-35-402, as may be amended. An ADU plot plan is required to apply for a building permit for any ADU.
- (b) Purpose. The ADU plot plan shows for single-family residential districts where the proposed ADU will be located on the lot or within the principal residential structure, so the Town can ensure the proposed location complies with all Town regulations and the required submittal items for the Pikes Peak Regional Building Department (PPRBD).
- (c) Required Submittal. All applications for an ADU shall submit the materials for a plot plan and follow the plot plan process described in Section 17.5.380 above.
- (d) Development Standards for ADUs per CRS

FRIDAY, MARCH 6, 2026

- (1) ADUs do not require additional parking spaces. Where a parking space is required, it shall be subject to all lot coverage and frontage requirements.
- (2) All ADUs shall be subordinate in size to the principal residence but shall not be less than five hundred square feet (500 sq. ft.).
- (3) Prefabricated homes, such as manufactured homes, are allowed for use as an ADU if placed on a permanent foundation and connected to utility services.
- (4) All ADUs shall comply with the required setbacks enumerated in the applicable zone district.
- (5) ADUs shall comply with the adopted building codes and occupancy standards for residential construction (International Residential Code, or IRC, unless otherwise noted)
- (6) Owner occupancy is not required.
- (7) There is no requirement to include a deed restriction.
- (8) Short-term rentals are not allowed.
- (9) Fire Sprinklers are not required for detached ADUs less than 800 sf.
- (10) The town does not require fire separation for internal or attached ADUs if the Smoke Alarms and Carbon Monoxide Alarms are connected between the ADU and the principal dwelling unit.
- (11) ADUs shall be connected to the principal dwelling unit's utilities unless determined to be unfeasible by the Town Administrator or the utility provider.
- (12) ADUs are subject to the requirements of the utility provider.
- (13) All ADUs require will serve letters from water and sewer providers.
- (14) Sanitary Sewer utility service is provided by Palmer Lake Sanitation District.

FRIDAY, MARCH 6, 2026

FACT SHEET: UNDEVELOPED PUBLIC RIGHT-OF-WAY (ROWs)

SUMMARY OF STATE STATUTE & TOPL MUNICIPAL CODE REQUIREMENTS REGARDING PUBLIC ROW:

- *A lot that wants to develop and does not have an improved platted public street fronting it must improve the street to Town standards. You cannot build a private road or private driveway within the platted public ROW to use as lot access from another improved public street.*
- **CRS 31-23-214.1** All buildable lots must have access to a public street for both traffic and emergency services..
- **CRS 43-2-147** No driveways or roads shall be allowed to access a public highway without an Access Permit from the Colorado Department of Transportation (CDOT)
- **TOPL 16.40.040** Access to all subdivisions shall be from a public street system. Driveways shall not be permitted to have direct access to arterials or CDOT state highways (principal arterials). See *additional standards regarding curb cuts and driveway width.*

'PAPER PLATTED' STREETS: The Town is aware of many platted streets that have not been developed. There are also paper-plated streets that are not improved to the required Town standards. Many of these paper-platted streets were platted in the 1880s. Many of the streets that appear on the Town's Official Map are located on very steep slopes.


- Definition: A Paper Platted street is a roadway that appears on a recorded subdivision, often in the late 1880' to early 1900's.
- The ROW was legally dedicated to public use on paper but was never physically built. (often no grading, paving, or public use).
- The street legally exists unless it was formally vacated. Vacation of right-of-way is addressed in the State Statute.
- Non- use for 100+ years does not automatically extinguish it, and adjacent owners generally cannot claim adverse possession.
- In Colorado, the cost to improve the paper-platted ROW is almost always at the owner's cost. The Town has no obligation to pay for improvements that it did not initiate.
- It is only with acceptance by the municipality that creates a maintenance responsibility by the Town.
- The Town can only require ROW improvements if they are required as a condition of approval (required access per Statute and Town Code, fire, and drainage).

C.R.S. § 31-15-702

- Authorizes municipalities to grade, pave, or otherwise improve streets.
- Grants municipalities the authority to **assess costs against adjacent properties.**
- Does **not impose a standalone obligation** on property owners to initiate or perform improvements.

C.R.S. § 31-15-703

- Allows municipalities to **order public improvements** and levy assessments after following statutory procedures.
- Any obligation to pay arises **only after municipal action and due process.**

DATE: March 11, 2026
TO: Town of Palmer Lake Planning Commission
FROM: John B Chavez 
CC: Mark Morton, Glen Smith, Erica Romero
RE: Illumination Point

Greater Grounds (Jared Whitely)

Chavez Consulting met with Mr. Whitely on February 13th. During the meeting Mr. Whitely was notified that the Town Board requested a Notice of Hearing to Revoke the Conditional Use be drafted for Tanglewood Trailers and Greater Grounds. Mr. Whitely expressed a willingness to promptly address the remaining issues, which included planting additional trees and installation of screening on the fence. He also offered to include Tanglewood Trailers in his site grading plan. Mr. Whitely committed to addressing the remaining items and submit a Land Use Permit application and a Grading and Erosion Control Plan to the Town for review and approval.

On Wednesday, March 3rd Mode Civil Services submitted the required permit application, a drainage letter, grading and erosion control plan, and required MS4 applicability forms. Next steps include completing the review of the submitted documents and verifying the tree and screening installation are adequately completed and the MS4 Permit requirements are met.

Tanglewood Trailers (Mark Thompson)

Chavez Consulting meet with Mr. Thompson on January 29th. During the meeting Mr. Thompson was notified that the Town Board requested a Notice of Hearing to Revoke the Conditional Use be drafted for Tanglewood Trailers and Greater Grounds. Mr. Thompson stated that he had submitted a site plan to the Town back in 2021. He claimed the Town never responded to his submittal. He was informed that the plan that was submitted was inadequate, and review comments had been provided. Mr. Thompson was informed that he would need to submit a new Land Use Application and a new grading and erosion control plan to the Town for review.

On February 19th Mr. Thompson was contacted by email and was informed that Mr. Whitely was nearly completed with his grading and erosion control plan and that he is willing to incorporate lot 2 grading into his plan, if he was interested. Chavez Consulting suggested this would be a very cost-effective way to get all three lots into compliance with Town Code and the Conditional Use requirements and asked Mr. Thompson to please consider partnering with Jared. A meeting to discuss the arrangements was offered to Mr. Thompson. No response was received from Mr. Thompson. Given the lack of communication and willingness to respond to the request to submit a new land use application and site plan, it is recommended that the Town proceed with drafting the Notice of Hearing for Tanglewood Trailers once a new Town Attorney is hired



MEMO

To: Mayor Dennis Stern, Board of Trustees, and Planning Commission Members

Through: Glen Smith, Interim Town Administrator

From: Robert C. Haywood, Chief Operating Officer, CMI

CC: Erica Romero, Town Clerk, Barbara Cole, Executive Director

Date: Wednesday, February 18, 2026

RE: Accusation of Fraud and operating without a contract by Trustee Roger Mosley at the February 12, 2026, Board of Trustees Meeting

At the Town of Palmer Lakes meeting of the Board of Trustees on Thursday, February 12th, several unfounded allegations were made regarding Community Matters Institute's (CMI) services to the Town.

A transcript of the irresponsible comments by Trustee Roger Mosley and by Marty Broznik are included as Exhibit 1. In summary, two accusations were made. First, that CMI billed the town for uncontracted services, and secondly, that CMI was paid \$12,787.50 twice and "hid" such over-payment. We disagree.

CMI is an IRS-approved 501(c)(3) not-for-profit and charitable organization. We place a high value on our high ethical standards and reputation. Neither of the accusations has the slightest merit. Rather, it should be noted that over the last two years, CMI has provided over 45 hours of professional services to the Town, without charge, to educate Town staff to do their jobs more effectively. According to the Department of Local Affairs (DOLA), the contract for the Comprehensive Plan (aka Community Master Plan), and the rewrite of the over 50-year-old Zoning Code, was \$125,000 less than contracts for such services in Towns of similar size as Palmer Lake by for profit consultancies. This is what it means to work with a not-for-profit organization committed to helping build capacity in communities.

I will deal first with the issue of overpayment. Exhibit 2 is an email chain between CMI and the Town from June 20th, 2025, through July 24th, 2025, regarding payment for invoice PL 25-4 for \$12,787.50. In summary, the original check #50799 was never received, payment was cancelled by Kathy Neal, an Accounting Clerk for the Town of Palmer Lake, and a new check #50879 was issued. (A copy of that check is attached as Exhibit 3.) It is the only check for \$12,787.50 that Community Matters Institute (CMI) has received for payment of Invoice PL 25-04, which is the only invoice for that amount that CMI presented.

Not in the email chain is that CMI received the reissued check #50879 and deposited it in our account on July 30th, 62 days past the payment due date. Because of CMI's high ethical standards, we understand mistakes can happen and did not charge the Town any late payment fees. There was nothing "deceitful", nor "fraudulent", nor any "theft of our money" involved.

On the 23rd of March 2023, the Board of Trustees passed Resolution 27-2023, which "The Board authorizes the Mayor to sign the professional service agreement to utilize CMI in an interim manner to

review current development plans pursuant to the enclosed agreement.” (A copy of this agreement is attached.) Most of our work under this agreement is chargeable to developers under cost reimbursement agreements signed by developers with the Town.

Community Matters Institute has operated under 4 contracts. These are all available from the Town as each included the required resolution. We have included as attachments the two contracts under question.

On 8 May 2025, CMI was awarded a contract to complete Title 17 of its Land Use Code, also known as the Zoning Code. This contract was referred to in discussions with staff and on Invoices as the “Zoning Contract.” While the initial executed contract with DOLA was solely for a critical update, direction from the Planning Commission, and approved by the Board of Trustees, Title 17 was rewritten in its entirety, including one of the strictest Dark Sky Ordinances along the Front Range. This contract certainly exists, and a copy of this agreement is attached as a PDF file. CMI never billed the town under a non-existent contract. We noted in February on the invoice to the Town that there was no longer funding in the DOLA contract, EIAF A00252 Palmer Lake Land Use Code Update (no DOLA contract), and did not charge the Town for any work related to said contract in February. In fact, we once again donated time to assist the Town in understanding its obligations to the DOLA. We did not recommence work on the Land Use Code until we received a signed contract in May of 2025.

Palmer Lake was fortunate to have had dedicated and hard-working staff, some of whom have left due to the increasingly toxic environment being created by elected officials. I understand that the Town has terminated its relationship with one of the best municipal attorneys in the state and is now operating without legal advice or representation.

I have advised Barbara Cole, CMI’s Chief Executive Officer, that CMI should cease providing interim planning services until a more stable governance structure exists in the Town. Our Board of Directors agrees. I have recommended that she give Palmer Lake notice of termination on our remaining contract as soon as possible. The final decision will be made by Barbara.

Sincerely,



Robert Haywood, COO



Robert Haywood
Chief Operating Officer and Founder
Littleton, Colorado
303-730-0396 (office landline)
303-709-6688 (cell)

Exhibit 1
Transcription of Relevant Comments made regarding Community Matters Institute
During Board of Trustees Meeting 2/12/2016.

Citizen Comment by Marty Broznik, Highway 105, Palmer Lake (Time Stamp 3:00:42)

(Preliminary general comments not directly related to CMI are not transcribed)

(Time Stamp 3:01:10) I am going to limit myself to just the Community Matters contracts and invoices, and these are just the invoices. Over the last three years, there are several charges for which I was told there is no contract. A few of the invoices in here, and I can point them out, actually state on the invoice no contract for the associated charges, and still, the town paid the invoices. **Then there are CMI invoices that state that the charges are associated with the zoning contract, but when I submitted the CORA request for the zoning contract,** I was told it doesn't exist, and again, the town paid the invoices. But the **ultimate case was just last year when one of CMI's invoices for \$12,787.50 was paid twice.** Each time with different checks. I understand mistakes happen, but what I am questioning is the ethics of CMI for not reporting this to the town and accepting the second payment...(Time Stamp 3:02:20)

Comments by Trustee Roger Mosely (Time Stamp 3:28:30)

My second item tonight is if the public comment tonight is accurate that **we are paying CMI invoices without contracts,** I don't understand that. That is just beyond me. That we are handing money out in a town that is \$507,000 in the red this year...That is just beyond me.

And **the second thing is that if we have paid twice an invoice for \$12,700** and it was just a simple mistake, and those things just happen, and I completely understand that. **But if that contractor accepted that money and never mentioned it and kept it hidden, that to me is deceitful and fraudulent and is a theft of our money.** I want a hearing on CMI and our dealings with that contractor. I have been unhappy with this contractor for at least two years, and this is just a stake in their heart. I want an absolute agenda item at the next Board meeting where we talk about that, and CMI is invited here to defend themselves on that very issue. Thank you very much. (Time stamp 3:29:47)

Exhibit 2
E-mail Chain. June 20, 2025 thru July 24th, 2025
Regarding Payment of Invoice PL 25-04

NOTE: The following is an email chain from June 20th, 2025, to July 24th, 2025, regarding payment for invoice PL 25-4 for the amount of \$12,787.50. For the sake of reading clarity, I have removed from each of the emails received by the town the following warning:

“ -----WARNING: This email originated from outside the Town of Palmer Lake. DO NOT CLICK on any attachments or links from unknown senders or unexpected emails. Always check the sender's display name and email address are correct before you communicate.-----”

In summary, as indicated by the chain of emails below, the original check #50799 was never received. The Town cancelled payment on the check and reissued a check #50879. Not in the email chain is that CMI received the reissued check #50879 and deposited it in their account on July 30th.

Bob

From: Bob Haywood <bhaywood@communitymattersinstitute.org>
Date: Friday, June 20, 2025 at 6:43 PM
To: Dawn Collins <dawn@palmer-lake.org>
Cc: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Subject: Invoice PL 25-04

Dawn,

My records are showing that we received the payment of \$15,020 for invoice PL 25-05, but that we have not received payment yet for invoice PL 25-04 for \$12,787.50. The invoice and workbook are attached. Can you please check if the payment has been made?

Thanks,
Bob



Bob Haywood
Chief Operating Officer
Community Matters Institute
Littleton, Colorado
303-730-0396 (office landline)
303-709-6688 (cell)

From: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Sent: Wednesday, July 16, 2025 1:03 PM
To: Dawn Collins <dawn@palmer-lake.org>
Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>
Subject: FW: Invoice PL 25-04
Importance: High



Barbara A. Cole
Executive Director and Founder
Community Matters Institute
Littleton, Colorado
303-730-0396 (office landline)
303-730-3173 (cell)

From: Dawn Collins <dawn@palmer-lake.org>
Date: Wednesday, July 16, 2025 at 3:01 PM
To: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>, Erica Romero <erica@palmer-lake.org>
Subject: RE: Invoice PL 25-04

This invoice was issued - check number 50799 for this payment on 6-26-25.
Perhaps allow next week and let Erica know if not received to be voided and reissued. Thanks,

Dawn A. Collins, CMC
Town Administrator/Clerk



Town of Palmer Lake
42 Valley Crescent
PO Box 208
Palmer Lake CO 80133
719.481.2953
dawn@palmer-lake.org
www.townofpalmerlake.com

From: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Sent: Tuesday, July 22, 2025 9:56 AM
To: Erica Romero <erica@palmer-lake.org>
Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>
Subject: FW: Invoice PL 25-04- PLEASE ISSUE A NEW CHECK

Erica- We still have not received payment for our April Invoice. It's been about 1 month since Dawn stated it was issued. Prompt payment would be greatly appreciated. Also, I did not get your cell #. You can message me with that #.



Barbara A. Cole
Executive Director and Founder
Community Matters Institute
Littleton, Colorado
303-730-0396 (office landline)
303-730-3173 (cell)

From: Finance <finance@palmer-lake.org>
Date: Tuesday, July 22, 2025 at 3:33 PM
To: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>, Erica Romero <erica@palmer-lake.org>
Subject: RE: FW: Invoice PL 25-04- PLEASE ISSUE A NEW CHECK

Barb- My name is Kathy Neal and I am the Accounting Clerk for the Town of Palmer Lake. I just wanted to let you know that the Town of Palmer Lake issued a stop order on check #50799 through our bank today. We had originally issued that check to pay for the Community Matters Institute Invoice# PL 25-04 for \$12,787.50. We are re-issuing a replacement check tomorrow to be sent to you. I will reply to this message with the new check number as soon as I have it from our accountant. Please let me know if you have any questions. Thank you!

Kathy Neal
Accounting Clerk
(719) 481-2953



Town of Palmer Lake
42 Valley Crescent/PO Box 208
Palmer Lake, CO 80133
www.townofpalmerlake.com

From: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>
Sent: Tuesday, July 22, 2025 4:10 PM
To: Finance <finance@palmer-lake.org>

Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>; Erica Romero <erica@palmer-lake.org>

Subject: Re: Invoice PL 25-04- PLEASE ISSUE A NEW CHECK

 **CKT Email Security couldn't recognize this email as this is the first time you received an email from this sender barbcole @ communitymattersinstitute.org**

Thanks for taking care of this.



Barbara A. Cole
Executive Director and Founder
Community Matters Institute
Littleton, Colorado
303-730-0396 (office landline)
303-730-3173 (cell)

From: Finance <finance@palmer-lake.org>
Date: Thursday, July 24, 2025 at 7:48 AM
To: Barb Cole at Community Matters Institute <barbcole@communitymattersinstitute.org>, Finance <finance@palmer-lake.org>
Cc: Bob Haywood <bhaywood@communitymattersinstitute.org>, Erica Romero <erica@palmer-lake.org>
Subject: RE: Invoice PL 25-04- PLEASE ISSUE A NEW CHECK

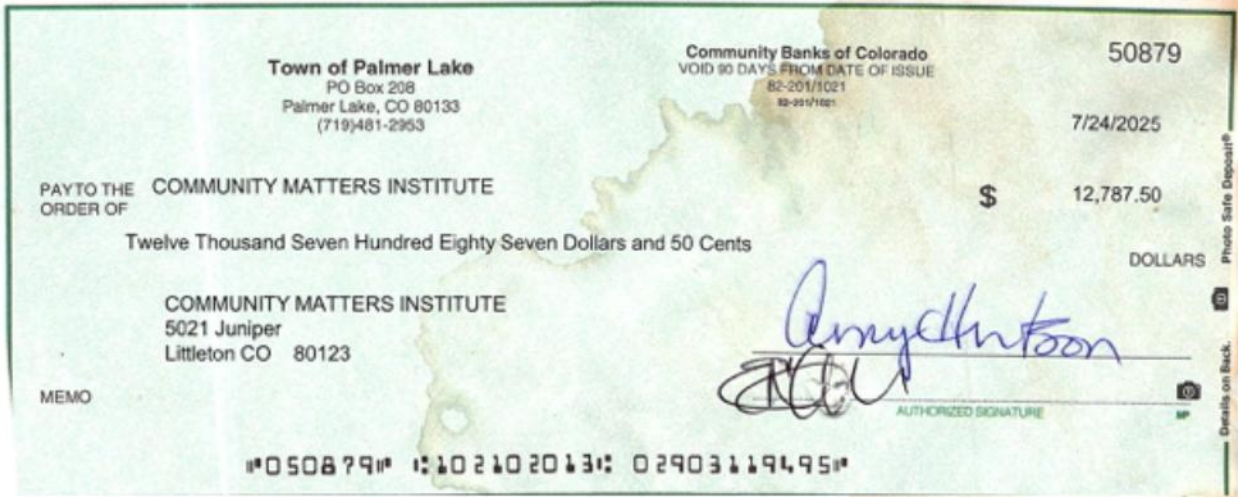
Good morning, Barb. The new check number is #50879 and will be mailed today or tomorrow (based off of timing of getting the required 2nd signature).

Kathy Neal
Accounting Clerk
(719) 481-2953



Town of Palmer Lake
42 Valley Crescent/PO Box 208
Palmer Lake, CO 80133
www.townofpalmerlake.com

Exhibit 3 Check 50879





MEMO

To: Mayor Dennis Stern, Board of Trustees, and Planning Commission Members

Through: Glen Smith, Interim Town Administrator

From: Barbara Cole, Executive Director, Community Matters Institute (CMI)

CC: Erica Romero, Town Clerk, Mike Davenport AICP, AIA, and Robert Haywood, COO, CMI

Date: Wednesday, February 18, 2026

RE: Notice of Termination for Community Matters Institute

This memo is Community Matters Institute's (CMI) Notice of Termination as required by Article V of the January 2026 contract between CMI and the Town of Palmer Lake. CMI will cease providing interim planning services on March 13, 2026, which is 14 days after acceptance of this notice by the Town of Palmer Lake. CMI will invoice the town for services provided up to that date.

We realize that, given the lack of trust among certain Town Officials, we cannot be effective in the current environment. As a 501(c) (3) organization and recognized charity, we hope that Palmer Lake can continue to manage change given the new tools provided to the Town since 2022 to ensure that the vision, goals, and policies outlined in the adopted Community Master Plan are honored.

Sincerely,



Barbara Cole, Executive Director and Founder
Community Matters Institute

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 27-2023

A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT WITH
COMMUNITY MATTERS INSTITUTE FOR DEVELOPMENT REVIEW (INTERIM) FOR PALMER
LAKE, COLORADO

WHEREAS, Palmer Lake is a statutory Town organized under Part 3 of Article 4 of Title 3 1 of the Colorado Revised Statutes; and

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 requires immediate attention by review of current development plans for the benefit of the community; and

WHEREAS, Community Matters Institute (CMI) is familiar with the town land use code and is available to conduct proper review per the town land use code.

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 Board authorizes the Mayor to sign the professional service agreement to utilize CMI in an interim manner to review current development plans pursuant to the enclosed agreement.

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.

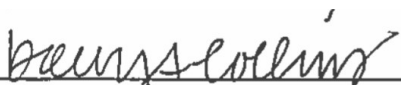
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23rd DAY OF MARCH 2023.

TOWN OF PALMER LAKE, COLORADO



Gian Havenar, Mayor

ATTEST:

By: 

Dawn A. Collins, Town Administrator/Clerk

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day of March 2023 by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and Community Matters Institute, a 501 (C) 3 not-for-profit (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town seeks professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

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

1. SCOPE OF SERVICES

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

11. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

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

111. OWNERSHIP OF INSTRUMENTS OF SERVICE

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

IV. COMPENSATION

A. In consideration for serving as the Town's interim town planner as outlined below, the Town shall pay the consultant:

At the rate of one hundred and thirty dollars (\$130) per hour for all general planning services requested by Town Staff and one hundred and fifty (\$ 150) for all development review

services which for the most part are passed through to an applicant based on the execution of a Invoices will be itemized and include hourly breakdown for all personnel and expenses .

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the services shall be complete and Consultant shall furnish the Town the final invoice for services rendered and expenses incurred.

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Fom

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. COMPLIANCE WITH LAW

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

IX. INDEMNIFICATION

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

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

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

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition

to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to

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

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

Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.

The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days^t prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

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

1. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

2. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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The parties hereto understand and agree that the Town, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. 524-10-101, et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers or its employees.

XI. NONASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. NOTICE

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

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

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

Consultant:
Community Matters Institute
Attn: Barbara Cole
5021 Juniper Street Littleton CO 80123
barbcole@communitymattersinstitute.org

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

TOWN OF PALMER LAKE, COLORADO

By: [Signature], Mayor

CONSULTANT

By: Barbara A. Cole
Title: Executive Director, Community Matters Institute.

STATE OF COLORADO

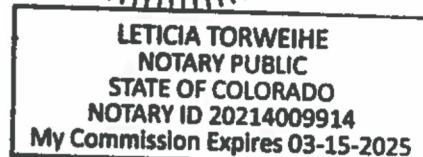
) ss.

COUNTY OF EL PASO

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

[Signature]
Notary

My Commission Expires: 03-15-2025



if acting on behalf of any fictitious legal entity of public or

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