BOARD OF TRUSTEES MEETING

Thursday, January 09, 2025

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 – REVISED 1/7/2025

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:*

A) 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 review (EcoSpa); and

B) receiving legal advice from the Town attorney pursuant to section 24-6-402(4)(b) and (e), C.R.S., regarding specific questions related to the filing of a complaint against the Town with the Colorado Attorney General and concerns that have been raised regarding the Board's annexation eligibility determination, and matters that are subject to negotiation, all in connection with Buc-ee's/Monument Ridge West annexation petitions.

Reconvene to Open Session about 5:45 pm to open doors for Regular Meeting at 6 pm

Roll Call

Pledge of Allegiance

Presentations

1. Acknowledge Ms. Olivia Hayes - Miss Palmer Lake
2. Administer Oath of Office, Chief Glen Smith

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.*

3. Minutes from December 12, 2024 Meeting
4. Checks Over $15,000 - Krob Law ($21,402.50) for Legal fees; Meyer & Sam's/GMS ($20,419.00) for Hwy 105 walkway and general engineering; West Fork Construction ($75,000.00) for elephant rock demolition work

5. Financials (November 2024)
6. Resolution 1-2025 to Designate Posting Sites
7. Resolution 2-2025 to Appoint Town Officers
8. Resolution 3-2025 to Re-appoint Members to Planning Commission
9. Resolution 4-2025 to Re-appoint Members to Parks and Trails Commission
10. Resolution 5-2025 to Re-appoint Members to Board of Adjustment
11. Resolution 6-2025 to Appoint Board Official to PPACG
12. Resolution 7-2025 to Appoint Board Official to PPRBD

Staff/Department Reports

13. Water
14. Public Works including Roads & Park Maintenance
15. Police
16. Fire
17. Administration
18. Attorney
19. Administrator/Clerk

Public Hearing – M*ayor will introduce the item and hear the applicant request. Mayor will ask if any public member wishes to speak for or against the request. Public should address the Board members directly while members listen. Applicant may provide closing remarks and members may ask questions of the applicant. Mayor will close the hearing and members will discuss the item, take action or continue the hearing to a particular date.*

20. Application for Master Plan Resubdivision for Lakeview Heights (continued from 12/12/24)

Business Items

21. Resolution 8-2025 Considering Resubdivision - Master Plan, Lakeview Heights
22. Resolution 9-2025 to Authorize Agreement with UC Health (Clinician)
23. Resolution 10-2025 to Authorize Agreement with Chavez Consulting
24. Resolution 11-2025 to Authorize Services with Hydro Corp, Cross Connection/Backflow
25. Resolution 12-2025 to Renew MOU Regarding Investigation of Incidents Including Other Use of Deadly Force
26. Consider Nomination of Mayor Pro Tem
27. Consider Nomination of Board Member to El Paso--Teller 9-1-1 Authority
28. Distribute/Review Employee Handbook Revisions
29. Distribute/Review Draft Master Fee Schedule for 2025
30. Direction Relating to Single Hauler Collection Service Request

31. Direction for ER Advisory Committee, Citizen Volunteers

Public Comment - *Public comments are encouraged to be emailed to the Town office at info@palmer-lake.org 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 (1/23) and Future Items

Convene to Executive Session if needed to complete discussions above

Reconvene to Open Session

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, December 12, 2024

SOCIAL at 5:00 PM / REGULAR MEETING at 6:00 PM

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

MINUTES

Call to Order. Mayor Pro Tem Stern called the meeting to order at 6 pm.

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

Pledge of Allegiance. Trustee Ehrhardt led the pledge.

Public Hearing. Mayor Pro Tem Stern read a statement about the format for the hearing and taking item 3., eligibility for annexation first.

3. Eligibility for Annexation for Petition Submitted by Maria Larsen – Eligibility. Ms Nina Ruiz, representative for the proposed annexation, presented evidence of eligibility per the C.R.S. She reviewed the 1/6 contiguity of each portion. She showed the distance of 1.47 miles to the site, less than 3 miles. Ms Ruiz stated reasons the proposed annexation meets the criteria of the community master plan and 3 mile plan. She added there was no other petition to annex along the flagpole portion. Mayor Pro Tem opened the floor for comments, beginning with Palmer Lake residents, land and business owners.

Mr. Roger Moseley provided comments about the maps not meeting the C.R.S. criteria, noting half of the County Line/Palmer Divide right-of-way instead of the entire width. He stated the exhibits are an inaccurate survey. Ms Martha Brodzik stated the maps are inaccurate due to the disconnect of the United Congregational Church property, thereby making it ineligible. She stated that there was no record of the hearing notice sent by certified mail to either Douglas or El Paso County. Mr. John Sweet stated the town is not physically able to extend fire and police services with current operations. He stated this proposal violates C.R.S., extending further than 3 miles. Mr. Paul Olivier offered his background serving the town. He explained an annexation considered in 1980-90 including Douglas County, noting that law enforcement activity would be split between Douglas and El Paso County, thereby any consideration failed. He stated this is an important decision that will have impact on the town. Mr. Jeremy Ferranti stated the C.R.S. criteria included much more than the points raised by the applicant. He suggested that the findings portion should impose additional terms and conditions, suggesting that police and fire services should have a mandatory condition for another station. Mr. Matt Dunston suggested the annexation is a good opportunity for the town and important to consider. Mr. Jeff Dunston stated that the proposed annexation is a proper use of land and meets the statutory criteria. He suggested that members seek legal review of the proposal. Mr. Kurt Ehrhardt offered facts

that this property will be developed in a dense use regardless. He stated the proposed annexation could benefit the town although there will be issues to mitigate. Mr. Charlie Ihlenfeld stated that the property is in the 3 mile plan and favored the annexation. Ms. Alexandra Olivier stated her concerns about the inability to have water service at the south end of town and the proposed sign not meeting the town code. Mr. Matthew Beverly stated the proposal does not meet the criteria and reviewed C.R.S. Jaimie Murphy offered an exhibit of the town boundary, stating as of November 22, the petition is ineligible due to the United Congregational Church disconnect from the town. Mr. Roy Martinez referenced the GMS PER noting this area was not planned to loop the water system and stated that it does not meet the criteria for water services. Ms. Kim Greer referenced the exceptions mentioned do not apply and that services should also be considered for property owners along the flagpole. Mr. Kane Cotton stated it does not meet statutory criteria, and he stated the town did not meet requirements to hold the hearing. He referenced the 3 mile plan not being updated and incomplete impact report. Robin Wright stated it does not meet criteria and that the past actions have set a precedence (referencing Dollar General). Mr. Bill Normile stated that criteria 4c is not eligible and expressed concern about emergency services, noting that a train event will slow response. He cautioned members to a serious event on Monument hill. Mr. Dustin Bender stated the annexation is not eligible because "t" was not crossed and "i" not dotted; stating that water will be an issue. Mr. Ian Griffis stated the applicant signed as an individual not the LLC and suggested that Larkspur and Douglas County should have been informed. He stated that condemnation will be required to enlarge the ramps and that the proposal is abuse of the spirit of the regulations, noting that it violates the community master plan. He stated it is shameful to place at the Greenland open space and negatively impact wildlife. Kelley Kopycinski echoed words that it does not meet eligibility due to width of right of way. She stated that all are part of Tri-lakes area and does not want to see the town in litigation. Mr. David Young stated he does not believe it is eligible, adding more travel is irresponsible. Mr. Travis Dezellem stated he has a petition against the project and expressed concerns about the water strain on the system and too much traffic. Ms. Christie Beverly stated it fails to meet the criteria, referencing a prescriptive easement at the 30 ft public highway, stating the contiguity cannot be made to the town boundary. She stated the annexation is legally not possible. Ms. Beth Harris thanked members and echoed Mr. Cotton's remarks about the 3 mile plan. She questioned why it was not reviewed in 2023 and 2024, noting that it contradicts the community master plan with incompatible land use. Mr. Chase Olivier stated his concerns about the impact to the future of the town. He stated the 3 mile plan is not updated, and he stated it is outside the 3 mile limit. He commented that he does not want to be disappointed in leaders and does not support the annexation. Ms. Trina Shook stated the flagpole is not legal due to not having an updated 3 mile plan. She stated she does not want Buc-ees. Mr. Tyler Woodward remarked that he wants the Board to set aside the emotion and suggested that members consider any new information presented.

Mayor Pro Tem Stern asked Ms. Nina Ruiz to provide any closing comments. She reviewed the statutes applied, explaining that C.R.S. states *platted* right of way. She stated the maps are in compliance with contiguity through the right of way and explained that the applicant completed the annexation impact report on behalf of the town. Trustee Dreher asked about the entire width of the roadway. It was explained that the northern portion of the right of way (County Line/Palmer Divide) is not platted as well as Beacon Lite Rd. Ms Ruiz stated the applicant has no issue adding the additional right of way. For the record, Attorney Krob clarified that there are a variety of C.R.S. requirements for annexation but only 104 and 105 apply to the eligibility stage. He stated there is one technical correction to the presentation, regarding the three exceptions, that the applicant must satisfy 2 of the 3. He further

explained that the applicant identified the northern portion of the right of way not being platted and that annexation is a voluntary process involving a negotiation of a mutually acceptable agreement between the property owner and the Town, and that Douglas and El Paso County would be involved in those discussions as they relate to County Line road. He referenced a case that ruled that the 3 mile plan can be satisfied with the community master plan and that it does not prohibit eligibility, because the deadline for a valid 3 mile plan to be in effect is the date of the annexation, which will not occur, if at all, for several months.

Mayor Pro Tem Stern closed the hearing.

1. Application for Resubdivision/Replat Largo Terrace, Poco Ave -- *requested to continue to January 23 meeting.* MOTION (Padgett, Ball) to continue the hearing until January 23, 2025. Roll call vote – aye 5; nay 0. Motion passed.

2. Application for Master Plan Resubdivision, Lakeview Heights -- *requested to continue until January 9 meeting.* MOTION (Padgett, Dreher) to continue the hearing until January 9, 2025. Roll call vote – aye 5; nay 0. Motion passed.

Mayor Pro Tem Stern called for a brief recess. The meeting was reconvened at 7:51 pm.

Old Business Items

4. Resolution 60-2024 to Determine Eligibility for Annexation. Trustee Ball commented about her involvement with the community master plan and the 3 mile plan. She asked members to set aside any emotion about this topic to consider the facts. She stated to get more information, this is the first step in the process. Trustee Ehrhardt commented on the diplomatic process, thanked the public for their involvement, and inquired about the disconnected property. Attorney Krob stated the contiguity is through the right of way. Ms. Ruiz referenced the first map. MOTION (Ball, Dreher) to approve Resolution 60-2024 finding the property eligible for annexation. Roll call vote – aye 4; nay 1 (Padgett). Motion passed.

5. Ordinance 14-2024 to Repeal and Replace Planned Development (PD) Code. Collins referenced the Planning Commission recommendation to approve the revised PD code. Ms. Martha Brodzik inquired whether this was all zoning. Collins responded that the revised code is the Planned Development (PD) zoning code only for consideration. MOTION (Dreher, Padgett) to approve Ordinance 14-2024 to repeal and replace the PD code. Roll call vote – aye 5; nay 0. Motion passed.

Mayor Pro Tem returned to the balance of the agenda.

Consent Agenda. MOTION (Ball, Ehrhardt) to approve the consent agenda including 6) Minutes from November 14, 2024 Meeting; 7) Checks over $15,000 including Community Matters Institute ($15,410.00) for land use revision and land development review; West Fork Construction LLC ($70,207.92) for remaining balance and retainer for PLES; GMS Inc ($25,033.64) for engineering services; 8) Financials (October). Roll call vote – aye 5; nay 0. Motion passed.

Staff/Department Reports

9. Water

10. Public Works including Roads & Park Maintenance

11. Police – Mayor Pro Tem introduced Police Chief Glen Smith.

12. Fire – Chief John Vincent stated training on the elephant rock structures went well and that all structures are down this week. The debris is being removed.

13. Administration

14. Attorney – none.

15. Administrator/Clerk – Collins introduced Police Chief Glen Smith, noting that he brings 30 years of law enforcement experience to the town. She stated that a ceremonial oath of office will take place in January. Advertisements and review of applicants for the Deputy Town Clerk, Accounting Clerk, and the Water ORC continue. PD will schedule the roof repair and gutter replacement for under $9000. Demolition of the seven structures at elephant rock took place this week. Notices for the water billing annual increase will be distributed this month and be effective with the February billing. Collins acknowledged water technician Andrew Rudnicki for completing his class D certification for water operator, noting that he is a great addition. Offices will be closed December 24, 25 and January 1. She noted a correction of the next Board meeting – to be January 9.

Mayor Pro Tem presented certificates of appreciation to outgoing Trustees – Nick Ehrhardt, Sam Padgett. He mentioned Jessica Farr as well, who delivered a baby girl early that morning.

Mayor Pro Tem called a brief recess. The meeting was reconvened at 8:21 pm.

Administer Oath of Office to New Town Officials. Collins administered the oath of office to new Board members – Tim Caves, Amy Hutson and Atis Jurka. Mayor Havenar's oath of office was administered prior to her departure. New members took their seats.

Roll Call. Present: Trustees Amy Hutson, Atis Jurka, Shana Ball, Tim Caves, Kevin Dreher, and Mayor Pro Tem Dennis Stern.

New Business Items

16. Ordinance 19-2024 to Adopt 2025 Budget and Appropriate Funds. Collins reviewed the slight modifications to the final version of the proposed budget. She thanked the new members for taking time to review the budget. Ms. Marty Brodzik referenced the town code for a separate water capital fund. Collins stated that will be prioritized to review with the Board to determine policy. MOTION (Ball, Hutson) to approve Ordinance 19-2024 to adopt the 2025 budget as presented. Roll call vote – aye 6; nay 0. Motion passed.

17. Resolution 61-2024 to Certify Mill Levies. Collins explained that town code required the mill levy to be considered by resolution. MOTION (Ball, Dreher) to adopt Resolution 61-2024 to certify the mill levy. Roll call vote – aye 6; nay 0. Motion passed.

18. Resolution 57-2024 to Award Design of Spruce Mountain Road, JR Engineering. Collins explained the awarded grant to fund the Spruce Mountain roadway improvement, the review of qualifications of the four firm submittals and the negotiation of fees with the recommended firm. She stated that CDOT has reviewed and approved the qualifications and cost for the design work. Ms. Brodzik commented that these are federal funds for the project. MOTION (Dreher, Ball) to approve Resolution 57-2024 to award design to JR Engineering. Roll call vote – aye 6; nay 0. Motion passed.

19. Resolution 58-2024 to Authorize Volunteer Plan Affiliation Agreement, Fire and Police Pension Association (FPPA). Collins stated this agreement is for the FPPA to manage the pension funds.

MOTION (Dreher, Hutson) to approve Resolution 58-2024 authorizing agreement with FPPA. Roll call vote – aye 6; nay 0. Motion passed.

20. Resolution 59-2024 to Authorize PAH for Financial Audit Service. Collins explained that Green & Associates will no longer serve municipal clients and offered a recommendation for similar financial services. Discussion was raised about issuing a request for proposals. Attorney Krob stated it is not required to issue RFP. Collins stated that staff sought a similar level of service and PAH provided a similar cost. MOTION (Ball, Dreher) to approve Resolution 59-2024 to authorize the financial audit with PAH. Roll call vote – aye 6; nay 0. Motion passed.

21. Notice of Vacant Seats for Appointment. Collins announced the three vacant seats for Planning Commission and two regular plus one alternate seat for Parks and Trails Commission. Interested citizens residing in the town for more than one should apply by December 21. Appointments will be considered in January.

22. Consider Retreat, Training and Joint Potluck Dates in January. Discussion ensued about various dates to schedule a Board retreat, training and a joint potluck with all town officials. The topic of an ethics code was raised. Attorney Krob stated he will distribute samples of ethics code. Collins will distribute a schedule of proposed dates.

Public Comment. None.

Board Reports. Trustee Ball stated that she and Cindy Powell continue to seek grant funds for town departments needing equipment that is not funded in the budget.

Next Regular Meeting (1/9) and Future Items. It was noted that the hearing for the Lakeview Heights master plan application will be on the January 9 agenda along with numerous routine resolutions.

Adjourn. MOTION (Dreher, Ball) to adjourn at 8:57 pm. Motion passed.

Mayor Glant Havenar *ATTEST: Dawn A. Collins, Town Clerk*

Vendor ID	Name	Payment Number	Check Date	Check Number
KROBLAWOFFICES	KROB LAW OFFICE, LLC	0002744	12/27/2024	50347

Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid
1097	12/20/2024	Legal fees	$9,747.50	$9,747.50	$0.00	$9,747.50
1127	12/20/2024	Legal fees	$11,655.00	$11,655.00	$0.00	$11,655.00
Totals:			$21,402.50	$21,402.50	$0.00	$21,402.50

LMP100 M/P CHECK

INVOICE

Date: 12/20/2024

KROB LAW OFFICE, LLC
Attorneys at Law

8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111
Phone: (303) 694-0099

Town of Palmer Lake

Town of Palmer Lake-General Legal Services

General Legal Services

Attorney	Date	Notes	Quantity	Rate	Total
SPK	10/01/2024	Finish PowerPoint presentation for Colorado and Supreme Court case law update	1.00	$175.00	$175.00
SPK	10/02/2024	Receive and review email from Town regarding ownership of Town property and nautre of Town as municipal corporation, Draft brief explanation regarding same and email to D. Collins with cover to circulate to Town Board, Telephone conference with D. Collins regarding same, agenda preparation, and pending matters, Review file for municipal court defendant Penhollow, Telephone conference with Penhollow's attorney regarding disposition	1.50	$175.00	$262.50
SPK	10/03/2024	Receive and review draft agenda, Telephone conference with D. Collins to discuss agenda prep and pending matters	1.00	$175.00	$175.00
SPK	10/04/2024	Attend agenda prep, Update list of pending matters	0.90	$175.00	$157.50
SPK	10/07/2024	Receive, review and repsond to email from D. Collins regarding DRC pre-meeting for Willans CUP, Work on dispositions for municipal court cases, Email proposed dispositions to municipal court defendantsArnold, Miranda, McGuire, Penhollow, Kaufman, and Harrigan with covers	2.80	$175.00	$490.00
SPK	10/08/2024	Receive, review and revise fire regulations, resolution approving flat fee for limited land use application, and resolution approving demotion award, Email to D. Collins with cover, Receive, review and respond to emails from D. Collins regarding legislative and case law updates, Receive and review email from CIRSA counsel regarding	2.50	$175.00	$437.50

		request for mediation in Vanderpool case, Receive and review final drafts of stipulation and order regarding UCC disconnection case, Email to D.Collins regarding same			
SPK	10/09/2024	Telephone conference with D. Collins regarding election issues, Moselely CORA requests, and pending matters	0.30	$175.00	$52.50
SPK	10/10/2024	Telephone conference with D. Collins and CIRSA counsel regarding request for mediation and CORA request in Vanderpool matter, Work on ordinance regulating natural medicines, Receive and review BOT agenda and packet, Receive and review emails regarding campaign issues, Office conference with D. Collins regarding election issues and pending matters, Prepare for and attend BOT meeting and executive session	5.40	$175.00	$945.00
SPK	10/11/2024	Receive and review election complaint by S. Wolbrueck against S. Ball and and motion to dismiss, Review notes from BOT meeting, Memos to files regarding same	0.90	$175.00	$157.50
SPK	10/12/2024	Receive, review and respond to email from C. Joyce regarding stipulation in UCC case and Town's lack of further participation, Forward same to D. Collins	0.30	$175.00	$52.50
SPK	10/14/2024	Telephone conference with municipal judge regarding policies and procedures for municipal court	0.80	$175.00	$140.00
SPK	10/16/2024	Receive, review and respond to email from D. Collins regarding resolution approving EcoSpa lease, Receive and review EcoSpa lease and option agreements and resolution approving same, Telephone conference with D. Collins regarding same and other Town leases and pending matters, Receive and review other multi-year leases with Historical Society, Library, and CORE Electric, Telephone conference with municipal court Defendant Veuthey	1.90	$175.00	$332.50
SPK	10/17/2024	Review plan and materials regarding Red Rock Acres, emails, and B. Cole comments, Prepare for and participate in Teams meeting with DRT and Developer's engineers, Receive and review email from S. Ball regarding trustee and mayoral election concerns	1.80	$175.00	$315.00
SPK	10/18/2024	Telephone conference with D. Collins regarding election emails and items for agenda prep	0.30	$175.00	$52.50
SPK	10/19/2024	Receive and review emails from D. Collins regarding agenda and scheduling issues and respond regarding same, Review agendas for work session and BOT meeting	0.30	$175.00	$52.50
SPK	10/19/2024	Receive and review multi-year leases, Review statute regarding approval of multi-year leases by ordinance, Draft memo to BOT regarding same, Draft ordinances for reaffirmation of multi-year leases with EcoSpa, CORE, historical society	2.00	$0.00	$0.00
SPK	10/21/2024	Receive and review revised Chapter 2.28 regarding burn	1.70	$175.00	$297.50

		permits, Finalize revisions, Draft Ordinance 17-2-2025 approving burn permits and restrictions and email to D. Collins with redline and final version of Chapter 2.28 as amended, Telephone conference with Mayor and D. Collins regarding agenda preparation and attorney presentation			
SPK	10/22/2024	Work on legislative update, Receive and review revised agenda and packet for BOT meeting, Receive and review citizen complaint regarding use of stove by trustee, receive and review response email regarding same	1.50	$175.00	$262.50
SPK	10/23/2024	Telephone conference with D. Collins regarding complaint about trustee conduct and response from trustee, Telephone conference with D. Collins to follow up on earlier discussion and regarding BOT meeting and pending matters, Work on legislative and case law update presentations	1.40	$175.00	$245.00
SPK	10/24/2024	Continue to prepare case law update, Review Town code regarding camping bans and impact fees, Review Town code regarding impact fees and exactions, Review emails regarding Trustee conduct complaint, Email to D. Collins regarding impact fees and trustee complaint, Finish case law update, Honorable mention list of legislation, and legislative update, Email materials to D. Collins with cover, Office conference with D. Collins regarding election complaint, BOT meeting, and land use issues, Prepare for and attend BOT meeting and present legislative update and dase law update	7.60	$175.00	$1,330.00
SPK	10/25/2024	Telephone conference with D. Collins regarding trustee investigation and pending matters	0.20	$175.00	$35.00
SPK	10/28/2024	Receive and review follow up email from S. Ball regarding trustee conduct issue	0.30	$175.00	$52.50
SPK	10/30/2024	Receive and review email from G. McNeil and property owner regarding moving sig/posting for Lakeview Heights, Receive and review email and attachments from D. Collins regarding fire department training at Elephant Rock and request from R. Willans to keep one cabin, Telephone conference with Mayor and Chief Vincent regarding same, Draft and send email to D. Collins, G. McNeil, Chief Vincent, and Mayor regarding same, Review of materials related to complaint against trustee and trustee's response	1.70	$175.00	$297.50
SPK	10/31/2024	Finish review of emails related to Trustee complaint and send follow up email to complaining party, Receive and review reply from complaining party, Telephone conference with Chief Vincent regarding expiring temporary certificate of occupancy for TLCA and upcoming scheduled event, Receive and review cease and desist order from Chief Vincent and send email regarding same, Telephone conference with municipal court defendant Veuthey, Draft proposed disposition and email	2.10	$175.00	$367.50

		to defendant with cover			

Subtotal **$6,685.00**

10-21-5103

Town of Palmer Lake-2024 Annexation

2024 Annexation

Attorney	Date	Notes	Quantity	Rate	Total
SPK	10/02/2024	Review town Code regarding water service, Prepare for and attend zoom call with S. Ratcliff and Town staff regarding water study and how to proceed, Confer with D. Collins and M. Morton regarding County Line road ROW issues	2.10	$175.00	$367.50
SPK	10/04/2024	Receive, review and respond to email from M. Morton regarding scope of work and timeline for water study	0.30	$175.00	$52.50
SPK	10/10/2024	Prepare for and attend executive session with developer, Follow up discussions in executive session with BOT	1.60	$175.00	$280.00
SPK	10/11/2024	Review notes from executive session with applicant, work on list of issues, notes to file regarding same	0.50	$175.00	$87.50
SPK	10/16/2024	Receive and review timeline for annexation and public meetings from Developer, Telephone conference with D. Collins regarding same, Receive and review follow up amended timeline	0.30	$175.00	$52.50
SPK	10/17/2024	Telephone conference with N. Ruiz from Vertex regarding annexation timeline issues	0.30	$175.00	$52.50
SPK	10/19/2024	Receive and review emails between M. Morton and developer regarding water system analysis, Receive and review email from D. Collins regarding update of pending matters request from CMI, Update list of pending matters	0.80	$175.00	$140.00
SPK	10/21/2024	Draft initial resolution accepting annexation petitions and setting eligibility hearing, Receive and review 6 petitions for annexation and annexation maps, Email to developer regarding absence of Exhibit C list of adjoining landowners, Receive, review and respond to email from D. Collins regarding same, Receive and review EPS proposal for Economic and Fiscal Impact analysis	2.20	$175.00	$385.00
SPK	10/22/2024	Receive and review emails from N. Ruiz and D. Collins regarding Exhibit C, adjacent landowners, for annexation petition, Participate in Teams meeting with D. Collins and fiscal impact consultant	0.60	$175.00	$105.00
SPK	10/25/2024	Telephone conference with D. Collins regarding publication of initial resolution	0.30	$175.00	$52.50

SPK	10/28/2024	Expand annexation timeline based on statutes	0.60	$175.00	$105.00
SPK	10/29/2024	Work on annotating annexation timeline and drafting content for notices to abutting landowners and publication notice, Email to G. McNeil regarding same	1.90	$175.00	$332.50
SPK	10/30/2024	Finish timeline for anexation with language for notices and email to D. Collins and G. McNeil with cover, Telephone conference withG. McNeil regarding notice to abutting land owners, Draft and send email to N. Ruiz regarding notice to abutting land owners and certificate to Town clerk, Follow up telephone conference with G. McNeil regarding newspaper publication, Email to G. McNeil regarding same and publication notice, Follow up discussions with G. McNeil regarding publication, Draft and send email to applicant regarding estimate of publication costs, Receive, review and respond to follow up email from N. Ruiz regarding same	4.20	$175.00	$735.00
SPK	10/31/2024	Receive and review updated quote from newspapers for publication, Forward to N. Ruiz with cover, Receive and review follow up emails from staff and applicant regarding same, Receive and review subsequent emails from newspaper and applicant regarding same, Review statute and draft and send email to N. Ruiz regarding publication risks, Receive and review CMI summary of tasks from B. Cole and emails from M. Morton regarding fiscal and traffic studies and follow up emails regarding same, Draft and send email to N. Ruiz regarding publication of maps and provisions of the statute	1.80	$175.00	$315.00

Subtotal **$3,062.50**

REIMB
10-21-5103-040
MRC

Total **$9,747.50**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1097	12/20/2024	$9,747.50	$0.00	$9,747.50
			Outstanding Balance	**$9,747.50**
			Total Amount Outstanding	**$9,747.50**

Please make all amounts payable to: Krob Law Office, LLC

Payment is due upon receipt.

INVOICE

Date: 12/20/2024

KROB LAW OFFICE, LLC
Attorneys at Law

8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111
Phone: (303) 694-0099

Town of Palmer Lake

Town of Palmer Lake-General Legal Services

General Legal Services

Attorney	Date	Notes	Quantity	Rate	Total
SPK	11/01/2024	Telephone conference with Chief Vincent, Mayor and Mayor pro tem regarding TLCA TCO and extension with submission of plans to PPRBD, Receive and review recent emails from consultants and D. Collins regarding Lakeview Heights, Review subdivision code regarding land dedication requirements, Draft and send email to DRC regarding and need for copy of old subdivision regulations, Receive and review old Town code regarding same	1.80	$175.00	$315.00
SPK	11/02/2024	Receive and review email from B. Cole regarding Lakeview Heights	0.20	$175.00	$35.00
SPK	11/04/2024	Attend municipal court and confer with municipal court judge (no charge)	1.50	$0.00	$0.00
SPK	11/04/2024	Meet with municipal court defendants and reach dispositions in pending trials, Telephone conference with D. Collins regarding Lakeview Heights and pending matters	1.20	$175.00	$210.00
SPK	11/05/2024	Review notes and emails, Prepare for meeting with DRC, Participate with DRC regarding response to 4th submittal and materials and preparation for PC meeting	0.70	$175.00	$122.50
SPK	11/06/2024	Receive notes and correspondence regarding applicability of new vs old regulations and land decidatoin requirements, Review GMS comments regarding Lakeview submittal, Prepare for and participate in telephone conference with M. Morton regarding Largo Terrace plat, Receive, review and repsond to email from A. Hutson regarding completeness issue and possible	4.90	$175.00	$857.50

		conflict issue for Lakeview Heights, Prepare for and participte in virtually meeting with D. Collins and Chief Vincent regarding TLCA, Prepare for and participate in virtual meeting with D. Collins and C. Dorsey regarding vacation or conveyance of Jack Property, Prepare for and participate in conference call with D. Collins regarding Largo Terrace replat, election related issues, Complaint against trustee, Bucees update, Lakeview Heights comments memo for DRC, water capital improvements, and pending matters			
SPK	11/07/2024	Telephone conference with D. Collins regarding pending matters, Receive review and respond to email from C. Joyce regarding UCC hearing, Review template from CMI for Lakeview Heights review and outline legal section	1.40	$175.00	$245.00
SPK	11/08/2024	Draft legal section of memo to PC for Lakeview Heights, Email to DRC with cover and comments, Receive, review and respond to email from B. Cole regarding KLO section and issues, Telephone conference with B. Cole regarding old versus new regulations, completion versus submission, ROW versus easement, and impact of sprinklering requirement on non-applicant owned parcels, Telephone conference with D. Collins regarding same and pending matters, Prepare for and participate in agenda preparation with D. Collins, Mayor and Mayor Pro Tem, Review and revise letter from D. Collins to TLCA regarding use, Receive and review comments from J. Chavez and M. Morton regarding Lakeview Heights memo, Revise KLO section and email with cover to D. Collins and DRT	7.50	$175.00	$1,312.50
SPK	11/09/2024	Receive, review and respond to M. Morton email regarding ROW dedication/easement issue for Lakeview Heights, Receive and review text from B. Cole regarding development standards for Lakeview Heights, Receive and review email from B. Cole with suggested revisions to KLO section of Sepp memo, Email to D. Collins regarding same, Receive and review GMS section of Lakeview memo and CMI comments, Review code and address master plan and transfer of ownership issues, Receive, review and respond to email from B. Cole regarding Lakeview Heights development standards, Receive and begin review of materials regarding amendment of 2024 budget and adoption of 2025 budget, Research requirements for adoption of budgets and amendment of budgets	2.90	$175.00	$507.50
SPK	11/09/2024	Finish review of EcoSpa, Library District, CORE Electric, and Historical Society leases regarding affirmation by ordinance, Finalize memo to BOT regarding same, Finalize ordinances affirming the leases and email to D. Collins with cover (no charge)	1.20	$0.00	$0.00
SPK	11/10/2024	Receive and review budget amendment and budget adoption materials, Review statute and code regarding	1.50	$175.00	$262.50

		adoption and amendment of budget, Draft resolution amending 2024 budget and ordinance adopting 2025 budget, Email to D. Collins with cover			
SPK	11/11/2024	Receive, review and edit revised draft from B. Cole and email to DRT with cover, Receive, review and respond to email from D. Collins regarding executive sessions related to Mabe property and Jacks ROW, Prepare for and participate in zoom meeting with DRT regarding memo to Lakeview Heights	4.10	$175.00	$717.50
SPK	11/12/2024	Receive and review additional comments from DRT regarding revisions to memo, Do final reading and edits of memo to Lakeview Heights developer, Email to D. Collins with cover, Receive and reveiw D. Collins email of same to developer	1.00	$175.00	$175.00
SPK	11/13/2024	Receive complaint from A. Farr, responses from S. Ball, and reply from A. Farr, Review State statute regarding conduct, Confer with D. Collins regarding same, Draft and send response to A. Farr, Mayor and Trustees, Receive and review BOT packet	2.20	$175.00	$385.00
SPK	11/14/2024	Receive and review proposed 2nd amendment to PSA for Twenty1Five sale, Review executed PSA, Outline options and impact of 2nd amendment, Provide memo to BOT regarding same, Review CORA request from Monument regarding items subject to negotiation, Research and draft suggested response, Telephone conference with D. Collins regarding Stolfus contract status, Farr trustee complaint response, PD amendments from B. Cole and developer, Memo to PC regarding Lakeview Heights, and pending matters, Draft and send email to DRT regarding review of PD regulations, Prepare for and attend BOT meeting	7.10	$175.00	$1,242.50
SPK	11/15/2024	Review notes from DRT and memo to developer, Draft memo to PC regarding Lakeview Heights Master Plan, Email to DRT with cover, Receive, review and respond to email from D. Collins regarding resopnse to Monument CORA request	2.30	$175.00	$402.50
SPK	11/20/2024	Telephone conference with D. Collins regarding neighbor concern with road width in Lakeview Heights, Review memo to PC, Letter to applicant, Letter from Fire Chief and background materials for Lakeview Heights Master Plan review, Prepare for and attend PC meeting primarily regarding Lakeview Heights Master Plan	6.30	$175.00	$1,102.50
SPK	11/21/2024	Review proposed revisions to PD section of code	1.60	$175.00	$280.00
SPK	11/22/2024	Continue to review PD sections of code amendments, Prepare for and attend zoom meeting with D. Collins and B. Cole regarding PD amendments and ordinance	3.30	$175.00	$577.50
SPK	11/24/2024	Review notes from discussions with DRT regarding PD section of code, Receive and review email from B. Cole regarding same, Draft language regarding PDs that do not	1.30	$175.00	$227.50

		comply with Master Plan and email with memo to DRT, Review files and update pending matters			
SPK	11/26/2024	Receive and review emails from D. Collins and B. Cole regarding next steps and revisions for PD section of Code, Receive and review email from D. Cole regarding request for concept review by O Brook Street developer, Receive and review emails from B. Cole and D. Collins regarding referrals in connection with Lakeview Heights, Review statutes regarding same and provide response to D. Collins, Telephone conference with D. Collins regarding Lakeview Heights, PD, and pending matters, Receive and review municipal court Wilson matter, Draft and send email to T. Veja regarding list of fines and surcharges for reduced charges, Receive, review and respond to emails from B. Cole and D. Collins regarding notice under new or old code for Lakeview Heights subdivision, Receive and review emails from B. Cole regarding revised PD section	2.60	$175.00	$455.00
SPK	11/27/2024	Read and edit final draft of PD section for PC review, Receive and review emails from B. Cole regarding same, Research statute regarding advisory or binding nature of comp plans	2.20	$175.00	$385.00
				Subtotal	**$9,817.50**

10-21-5103 VAL

Town of Palmer Lake-2024 Annexation

2024 Annexation

Attorney	Date	Notes	Quantity	Rate	Total
SPK	11/01/2024	Continue to monitor emails regarding publication notice	0.50	$175.00	$87.50
SPK	11/02/2024	Receive and review traffic report proposal from Stolfus and provide comments to DRC	1.00	$175.00	$175.00
SPK	11/04/2024	Confer with D. Collins regarding KRDO contact with questions about annexation process, Telephone conference with KRDO reporter regarding same, Telephone conference with N. Ruiz regarding neighborhood meeting and next steps in processes, Telephone conference with D. Collins regarding media, neighborhood meeting, comments from BOT, packet of materials provided by applicant and anticipated applicant presentation at eligibility hearing	1.30	$175.00	$227.50
SPK	11/05/2024	Review notes and emails and prepare for meeting with DRC	2.00	$175.00	$350.00
SPK	11/08/2024	Telephone conference with D. Collins regarding Town of Monument CORA request related to Bucees, Receive and	0.40	$175.00	$70.00

		reveiw emails regarding same			
SPK	11/09/2024	Receive, review and revise professional service contract with GMS for water study, Receive, review and revise resolution approving same, Receive and review professional service contract with EPS for fiscal study, Receive review and revise resolution approving same, Receive, review, and revise professional service contract with Stolfus, Receive, review and revised resolution approving same, Email contracts and resolutions with cover to D. Collins	3.30	$175.00	$577.50
SPK	11/10/2024	Receive and begin review of list of items to be completed by N. Ruiz	0.40	$175.00	$70.00
SPK	11/13/2024	Receive and review edits proposed by Stolfus to services contract for traffic study and provide response regarding same to D. Collins	0.60	$175.00	$105.00
SPK	11/14/2024	Receive, review and provide edits for annexation impact report, Review emails regarding post annexation submissions, Telephone conference with D. Collins regarding same	0.80	$175.00	$140.00
SPK	11/25/2024	Receive, review and respond to email from D. Collins regarding inquiry from El Paso County regarding actual anticipated annexation date	0.20	$175.00	$35.00

Subtotal **$1,837.50**

REIMB
10-21-5103-040

Total **$11,655.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1097	12/20/2024	$9,747.50	$0.00	$9,747.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1127	12/20/2024	$11,655.00	$0.00	$11,655.00
			Outstanding Balance	**$21,402.50**
			Total Amount Outstanding	**$21,402.50**

Vendor ID	Name	Payment Number	Check Date	Check Number
MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS IN(	0002745	12/27/2024	50348

Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid
08	12/19/2024	Hwy 105 Sidewalk Improvem(	$14,000.00	$14,000.00	$0.00	$14,000.00
57	12/19/2024	General engineering	.$6,419.00	$6,419.00	$0.00	$6,419.00
Totals:			$20,419.00	$20,419.00	$0.00	$20,419.00

LMP100 M/P CHECK

MEYER & SAMS, INC.
dba GMS, INC., CONSULTING ENGINEERS
611 N. Weber Street, Suite 300
Colorado Springs, CO 80903-1074
719-475-2935 - 719-475-2938 (Fax)

Town of Palmer Lake
P.O. Box 205
Palmer Lake, CO 80133

December 19, 2024
Invoice No: 8

Project 2024-052 Town of Palmer Lake - Highway 105 Sidewalk Improvements

Professional Services from October 26, 2024 to November 29, 2024

Phase .401 Lump Sum Design

Drainage calculations and basin delineations, analysis of drainage flows and sizing and design of stormwater management infrastructure; prepare drainage report, compiling basin maps and associated figures; attend a meeting with CDOT representatives to discuss the design elements of the sidewalk and parking alignments on the south end; discussions with both staff and CDOT representatives to review various design options for the sidewalk, parking, and curb and gutter; examine design options to incorporate suggestions and the downtown vision provided by the Planning Commission; modify design, alignments and layouts to align with the overall project vision.

Phase Fee	$218,000.00	
Fee Previously Billed	$56,950.00	
Fee Currently Due	$14,000.00	
Fee to be Billed	$147,050.00	
	Total This Phase	**$14,000.00**

Total this Invoice	**$14,000.00**

Outstanding Invoices

Number	Date	Balance
7	12/04/2024	$22,000.00
Total		**$22,000.00**

MMOF REIMB 10-51-6000-015

MEYER & SAMS, INC.
dba GMS, INC., CONSULTING ENGINEERS
611 N. Weber Street, Suite 300
Colorado Springs, CO 80903-1074
719-475-2935 - 719-475-2938 (Fax)

Town of Palmer Lake
P.O. Box 205
Palmer Lake, CO 80133

December 19, 2024
Invoice No: 57

Project 17071 Town of Palmer Lake-General Engineering

Professional Services from October 26, 2024 to November 29, 2024

Phase .000 General

Compile documents related to the communications on Buc-ee's development for the CORA request received by the Town; research files and provide a breakdown of water and roadway costs associated with each bid item of the PLES project.

Professional Services

	Hours	Rate	Amount	
Senior Professional Engineer	3.00	$196.00	$588.00	
Executive Assistant	.10	$98.00	$9.80	
	3.10		$597.80	
Total Labor				**$597.80**
			Total This Phase	**$597.80**

Phase .502 Lakeview Heights REIMB Sepp

Review and discussions with the Design Review Team (DRT) on outside agency referral comments on the 4th submittal package of the Master Plan; prepare for and attend teleconferences with the DRT to review the 4th submittal package and prepare comments; coordinate with the DRT on submittal changes in preparation for the Planning Commission (PC) meeting and public hearing; prepare a summary and recommendations letter for the PC regarding the Master Plan package submittal; revise the 4th submittal comments letter and the recommendations letter; provide supporting information and citations related to second access requirements and dead-end road definitions; review the attorney's letter to the Planning Commission and coordinate with the DRT on comments; prepare for and attend the PC meeting to consider the Lakeview Heights master plan development.

Professional Services

	Hours	Rate	Amount	
Senior Professional Engineer	23.20	$196.00	$4,547.20	
	23.20		$4,547.20	
Total Labor				**$4,547.20**

Total This Phase **$4,547.20**

Phase .517 Commercial Development I25/CL Road REIMB Travel Center 10-21-5109-040

Compile a draft scope of services for the water system extension PER and coordinate with Buc-ee's representatives; review the proposed scope of work for the third party TIS and FIA reports related to the development, coordinate with the Design Review Team (DRT), and provide feedback on each scope; correspond with staff regarding citizen comments on the development and questions about the construction requirements; review the annexation impact report prepared by the Developer's design team and provide feedback to the Town's DRT; review referral agency comments from CDOT and EPC Planning Department on the Buc-ee's development.

Professional Services

	Hours	Rate	Amount	
Senior Professional Engineer	4.60	$196.00	$901.60	
	4.60		$901.60	
Total Labor				**$901.60**
			Total This Phase	**$901.60**

Phase .519 Largo Terrace (201 Poco Avenue)

Prepare for and attend meeting with applicant team and staff on replat proposal and additional data needed for review; prepare for and attend teleconference with Town's attorney on replat requirements.

Professional Services

	Hours	Rate	Amount	
Senior Professional Engineer	1.90	$196.00	$372.40	
	1.90		$372.40	
Total Labor				**$372.40**
			Total This Phase	**$372.40**

Total this Invoice **$6,419.00**

Outstanding Invoices

Number	Date	Balance
56	12/04/2024	$2,638.84
Total		**$2,638.84**

10-21-5109 = 5512.40

Vendor ID	Name	Payment Number	Check Date	Check Number
WESTFORKCONSTRU	WEST FORK CONSTRUCTION LLC	0002750	12/27/2024	50353

Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid
1051	12/18/2024	Demolition of structure ER	$75,000.00	$75,000.00	$0.00	$75,000.00
Totals:			$75,000.00	$75,000.00	$0.00	$75,000.00

LMP100 M/P CHECK

INVOICE

West Fork Construction LLC
PO BOX 88182
Colorado Springs, CO 80908

vlad@westforkconstruction.co
+1 (303) 502-0375

Town of Palmer Lake:Demolition of structure at Elephant Rock

Bill to
Town of Palmer Lake-Elephant Rock
Property

Invoice details
Invoice no.: 1051
Terms: Net 30
Invoice date: 12/18/2024
Due date: 01/17/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Services**	Pay App #1	1	$75,000.00	$75,000.00

Total **$75,000.00**

10-21-5210-007 VAC
(use PO box)

West Fork

APPLICATON FOR PAYMENT

Pay Application No.	1	**Project:**	Elephant Rock Property - Structure Demolition	**Original Contract Amount**	$ 75,000.00
Pay Application Date	12/17/2024	**Project No.**	50-2024	**Contract Adjustment. / Extra Work**	
Pay Estimate Period From	12/1/2024 To: 12/17/2024	**WFC Project Mgr**	Tim Valdez	**Contract Underrun**	
		WFC Project No.	2414	**Contract Overrun**	
				New contract amount:	$ 75,000.00

Company Name: Town of Palmer Lake
Street Address: 42 Valley Crescent
City, State, Zip: Palmer Lake CO 80133
Attn: Dawn Collins

Contract Work	Unit	Plan Quantity	Unit Price	Quantity To Date	Quantity This Est.	Amount Due this Est.	Retainage Held This Estimate 5%	Balance Due this Estimate	Retainage Held to Date	Amount Billed To Date
Demo Existing Buildings (7 each)	LS	1	$ 75,000.00	1	1	$ 75,000.00	$ -	$ 75,000.00	$ -	$ 75,000.00
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -	$ -
					SUB TOTAL	$ 75,000.00	$ -	$ 75,000.00	$ -	$ 75,000.00
Change Orders										
						$ -	$ -	$ -	$ -	$ -
					Subtotal	$ -	$ -	$ -	$ -	$ -
					TOTAL	$ 75,000.00	$ -	$ 75,000.00	$ -	$ 75,000.00

Amount Due This Estimate	$ 75,000.00
Applications Not Yet Paid	
Total Due To-Date	$ 75,000.00

Certification of Engineer/Architect:

I have examined the Application for Payment and certify that it is correct to the best of my knowledge.

By: _____

Date: _____

Contractors Certification:

I certify that to the best of my knowledge the quantities shown were were properly determined and the work has been completed in accordance with the Contract Documents.

By: Tim Valdez

12/17/2024

TOWN OF PALMER LAKE

Financial Statements

November 2024

Unaudited

Schedule of Cash Position
November 2024

TOWN OF PALMER LAKE
Schedule of Cash Position
November 2024

FINANCIAL INSTITUTION	ACCOUNT NAME	CHECKING / SAVINGS	BANK RATE		BALANCE
GENERAL FUND					
GENERAL FUND OPERATING:					
Community Banks of CO	General Fund Operating	Checking	n/a	$	1,510,765
GENERAL FUND RESERVES:					
Colorado Trust (ColoTrust) ** Operating Reserve - 3 months ($775,497)*	General Fund Reserve	Savings	5.02%	$	1,575,275
Colorado Trust (ColoTrust)	Police Reserve	Savings	5.02%	$	7
Colorado Trust (ColoTrust)	Fire Reserve	Savings	5.02%	$	66,949
Colorado Trust (ColoTrust)	Roads Reserve	Savings	5.02%	$	11,149
			General Fund Reserves Subtotal	$	1,653,380
			General Fund Accounts Total	$	3,164,145
WATER FUND					
WATER FUND OPERATING:					
Community Banks of CO	Water Fund Operating	Checking	n/a	$	1,216,341
WATER FUND RESERVES:					
Colorado Trust (ColoTrust)	Water Reserve	Savings	5.02%	$	200,658
Colorado Trust (ColoTrust)	Water Cap Imp Reserve	Savings	5.02%	$	222,990
RESTRICTED FUNDS (WATER FUND):					
Colorado Trust (ColoTrust) ** Restricted - Loan Reserve - 3 months ($216,571)*	Water Loan Reserve	Savings	5.02%	$	222,299
			Water Fund Accounts Total	$	1,862,288
CONSERVATION TRUST FUND					
CONSERVATION TRUST FUND:					
Colorado Trust (ColoTrust)	CTF Reserve	Savings	5.02%	$	30,486
			Conservation Trust Fund Account Total	$	30,486

Financial Reports
November 2024

TOWN OF PALMER LAKE

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

GENERAL FUND

For the Eleven Months Ended November 30, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 92%)
REVENUE				
Taxes	$ 2,869,043	$ 3,441,724	$ 572,681	120%
Fees and Licenses	291,025	199,543	(91,482)	69%
Intergovernmental	7,000	8,658	1,658	124%
Fines	65,000	59,980	(5,020)	92%
Interest	80,000	91,328	11,328	114%
Departmental	65,000	71,373	6,373	110%
Grants and Donations	1,199,782	203,486	(996,296)	17%
Miscellaneous	70,000	60,667	(9,333)	87%
Other Financing Sources	40,300	40,300	-	100%
Total Revenue	$ 4,687,150	$ 4,177,059	$ (510,091)	89%
EXPENDITURES				
Administration				
Salaries and Benefits	$ 246,873	$ 185,750	$ 61,123	75%
Professional Services	373,000	258,041	114,959	69%
Administrative/Operations	332,936	300,561	32,375	90%
Capital Outlays	10,000	11,129	(1,129)	111%
Total Administration	$ 962,809	$ 755,481	$ 207,328	78%
Police Department				
Salaries and Benefits	$ 674,622	$ 599,696	$ 74,926	89%
Professional Services	112,600	25,226	87,374	22%
Administrative/Operations	86,845	115,875	(29,030)	133%
Capital Outlays	80,000	99,634	(19,634)	125%
Total Police Department	$ 954,067	$ 840,431	$ 113,636	88%
Fire Department				
Salaries and Benefits	$ 630,741	$ 589,682	$ 41,059	93%
Professional Services	10,000	12,547	(2,547)	125%
Administrative/Operations	128,600	144,705	(16,105)	113%
Capital Outlays	-	35,145	(35,145)	0%
Total Fire Department	$ 769,341	$ 782,079	$ (12,738)	102%
Public Works Department - Roads				
Salaries and Benefits	$ 334,898	$ 221,969	$ 112,929	66%
Professional Services	40,300	25,365	14,935	63%
Administrative/Operations	167,500	105,700	61,800	63%
Capital Outlays	1,682,357	1,032,389	649,968	61%
Total Roads Department	$ 2,225,055	$ 1,385,423	$ 839,632	62%
Public Works Department - Parks				
Administrative/Operations	$ 42,100	$ 31,717	$ 10,383	75%
Capital Outlays	$ 31,000	$ 35,495	$ (4,495)	115%
Total Parks Department	$ 73,100	$ 67,212	$ 5,888	92%
Total Expenditures	$ 4,984,373	$ 3,830,626	$ 1,153,747	77%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	$ (297,223)	$ 346,433	$ 643,656	
FUND BALANCE - BEGINNING OF YEAR		$ 3,661,915		
FUND BALANCE - END OF YEAR		**$ 4,008,348**		
Recommended Operating Reserve - 3 months		775,497		

TOWN OF PALMER LAKE

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

WATER ENTERPRISE FUND

For the Eleven Months Ended November 30, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 92%)
REVENUE				
Water Billing	$ 1,375,000	$ 1,279,489	$ (95,511)	93%
Water Improvement Fee	74,000	69,326	(4,674)	94%
Water Loan	216,000	198,572	(17,428)	92%
Water Tap Fees	72,000	40,380	(31,620)	56%
Water Meter/Parts	2,550	850	(1,700)	33%
Late Fees/Service Fees	16,000	18,425	2,425	115%
Interest	24,000	30,812	6,812	128%
American Rescue Plan	103,669	103,669	-	100%
PLES Upper Glenway Water Improvement	287,697	-	(287,697)	0%
Miscellaneous	-	795	795	0%
Total Revenue	$ 2,170,916	$ 1,742,318	$ (428,598)	80%
EXPENDITURES				
Salaries and Benefits	$ 519,749	$ 389,657	$ 130,092	75%
Professional Services	137,000	79,790	57,210	58%
Administrative/Operations	438,300	378,156	60,144	86%
Capital Outlays	1,015,995	788,523	227,472	78%
Debt Service	197,515	197,513	2	100%
Other Uses	40,300	40,300	-	100%
Total Expenditures	$ 2,348,859	$ 1,873,939	$ 474,920	80%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	$ (177,943)	$ (131,621)	$ 46,322	
FUND BALANCE - BEGINNING OF YEAR		$ 1,304,220		
FUND BALANCE - END OF YEAR		$ 1,172,599		
Less: Restricted Operating Reserve - 3 months		(216,571)	***Note 1***	
FUND BALANCE - END OF YEAR - Unrestricted		**$ 956,028**		

Note 1: CWR&PDA Loan Requirement

TOWN OF PALMER LAKE

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

CONSERVATION TRUST FUND

For the Eleven Months Ended November 30, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 92%)
REVENUE				
State Shared Revenue	$ 36,140	$ 24,650	$ (11,490)	68%
Interest	1,200	1,453	253	121%
Total Revenue	$ 37,340	$ 26,103	$ (11,237)	**70%**
EXPENDITURES				
Salaries and Benefits	$ 14,380	$ 8,651	$ 5,729	60%
Administrative/Operations	3,000	-	3,000	0%
Capital Outlays	19,000	-	19,000	0%
Total Expenditures	$ 36,380	$ 8,651	$ 27,729	**24%**
NET CHANGE IN FUND BALANCE	$ 960	$ 17,452	$ 16,492	
FUND BALANCE - BEGINNING OF YEAR		$ 59,044		
FUND BALANCE - END OF YEAR - Restricted		**$ 76,496**		

Accounts Payable Reports
November 2024

Item 5.

Ranges:	From:	To:		From:	To:
Check Number	First	Last	Check Date	11/1/2024	11/30/2024
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
50227	4RIVERSEQUIPMEN	4 RIVERS EQUIPMENT	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$1,230.74
50228	AIRGAS	AIRGAS USA, LLC	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$138.81
50229	AMCOBIIT	AMCOBI	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$4,205.50
50230	AMERICANLEAK	AMERICAN LEAK DETECTION OF SOU	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$600.00
50231	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$3,662.50
50232	CITYOFFORTCOLLI	CITY OF FORT COLLINS	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$90.00
50233	COLORADODEPTOFL	COLORADO DEPARTMENT OF LABOR A	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$9,177.00
50234	CKT	COMMON KNOWLEDGE TECHNOLOGY	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$2,710.50
50235	COREANDMAIN	CORE & MAIN LLP	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$8,598.14
50236	ECS	EMPLOYERS COUNCIL	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$238.50
50237	ESO	ESO SOLUTIONS, INC.	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$208.53
50238	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$1,513.00
50239	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$429.59
50240	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$8,472.00
50241	MYFLEETCENTER	MYFLEETCENTER	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$118.12
50242	NEVADATAPMASTER	NEVADA TAP MASTER, INC.	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$9,180.54
50243	PALMERLAKESANIT	PALMER LAKE SANITATION	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$978.80
50244	PIONEER	PIONEER	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$5,219.15
50245	SGS	SGS NORTH AMERICA, INC.	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$394.00
50246	STERICYCLE	STERICYCLE, INC.	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$40.52
50247	TAMELAVERLARE	TAMELA VERLARE	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$75.00
50248	GAZETTE	THE GAZETTE	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$297.89
50249	TROJANTECH	TROJAN TECHNOLOGIES CORP.	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$6,171.45
50250	UTILITYMAINTENA	UTILITY MAINTENANCE INSPECTION	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$5,440.00
50251	UNCC	UTILITY NOTIFICATION CENTER OF	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$56.76
50252	WEARPARTS&EQUIP	Wear Parts & Equipment	11/7/2024	COBANK-CKG 9495	PMCHK00000194	$1,209.53
* 50253	APPLIEDINGENUIT	APPLIED INGENUITY, LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$6,278.42
* 50254	CML	CML	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$1,728.00
* 50255	GRAINGER	GRAINGER	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$197.06
* 50256	ORKIN	Orkin	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$723.90
* 50257	DPCINDUSTRIES	PVS DX, INC.	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$70.00
* 50258	REPUBLICSERVICE	REPUBLIC SERVICES #653	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$1,602.64
* 50259	SYMBOLARTSLLC	SYMBOLARTS LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$502.50
* 50260	WESTFORKCONSTRU	WEST FORK CONSTRUCTION LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000195	$2,972.20
50261	APPLIEDINGENUIT	APPLIED INGENUITY, LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$6,278.42
50262	CML	CML	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$1,728.00
50263	GRAINGER	GRAINGER	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$197.06
50264	ORKIN	Orkin	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$723.90
50265	DPCINDUSTRIES	PVS DX, INC.	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$70.00
50266	REPUBLICSERVICE	REPUBLIC SERVICES #653	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$1,602.64
50267	SYMBOLARTSLLC	SYMBOLARTS LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$502.50
50268	WESTFORKCONSTRU	WEST FORK CONSTRUCTION LLC	11/14/2024	COBANK-CKG 9495	PMCHK00000196	$2,972.20
50269	AIRGAS	AIRGAS USA, LLC	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$47.38
50270	AT&TMOBILITY	AT & T MOBILITY	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$1,601.67
50271	CENTURYLINK	CENTURYLINK	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$657.33
50272	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$30.00
50273	COLORADORURALWA	Colorado Rural Water Associati	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$320.00
50274	DANAKEPNERCOMPA	DANA KEPNER COMPANY, LLC	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$650.00
50275	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$267.75
50276	JENNWILDE	JENN WILDE	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$209.00
50277	CICCOLELLAJOHN	JOHN CICCOLELLA	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$320.00
50278	MONARCHMERCHAND	MONARCH MERCHANDISING	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$155.94
50279	MYFLEETCENTER	MYFLEETCENTER	11/20/2024	COBANK-CKG 9495	PMCHK00000197	$62.02

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount

Total Checks: 53 Total Amount of Checks: $88,852.38

Town of Palmer Lake
ACH REGISTER REPORT
Payables Management

	From:	To:
ACH Date	11/1/2024	11/30/2024
Checkbook ID	COBANK-CKG 9495	COBANK-CKG 9495

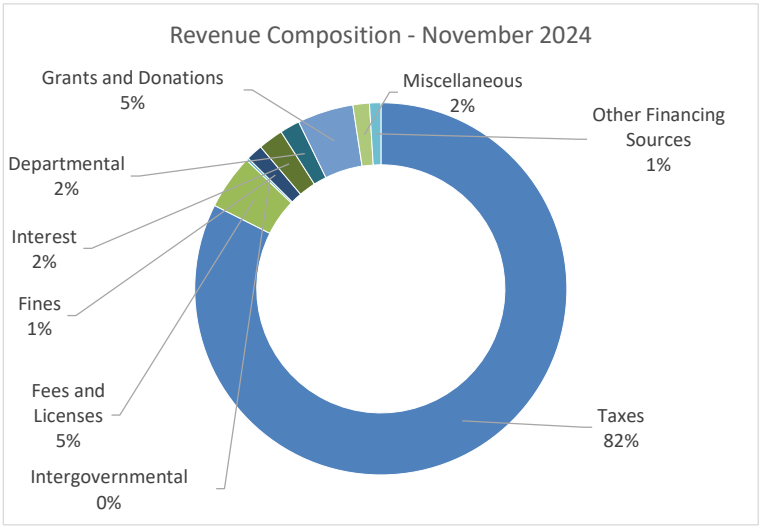
Sorted By: Date

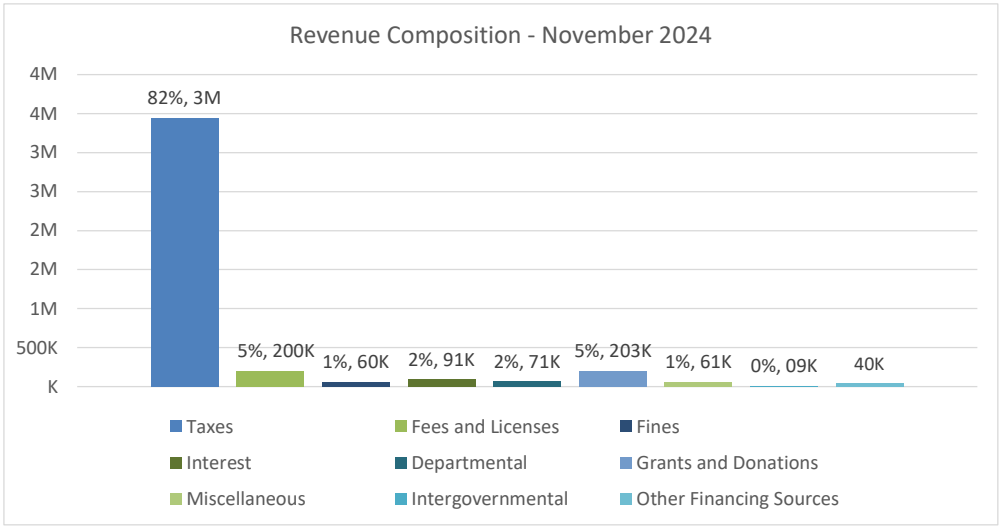
Trx Date	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name	Amount
11/4/2024	CMTRX00000172	Bank Transaction Entry	WDL000001686	Parking Kiosk Fee	196.33
11/6/2024	CMTRX00000172	Bank Transaction Entry	WDL000001683	CORE Electric	9,302.96
11/6/2024	CMTRX00000172	Bank Transaction Entry	WDL000001687	WEX Fuel	3,131.61
11/7/2024	CMTRX00000172	Bank Transaction Entry	WDL000001685	Humana	1,247.95
11/7/2024	CMTRX00000172	Bank Transaction Entry	WDL000001688	PCS	1,426.81
11/12/2024	CMTRX00000172	Bank Transaction Entry	WDL000001674	Black Hills Energy	136.57
11/12/2024	CMTRX00000172	Bank Transaction Entry	WDL000001684	HealthEquity	7.50
11/12/2024	CMTRX00000172	Bank Transaction Entry	WDL000001691	FPPA	7,084.58
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001675	Black Hills Energy	79.75
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001676	Black Hills Energy	40.32
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001677	Black Hills Energy	39.57
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001678	Black Hills Energy	36.60
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001679	Black Hills Energy	35.84
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001680	Black Hills Energy	30.66
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001681	Black Hills Energy	25.44
11/13/2024	CMTRX00000172	Bank Transaction Entry	WDL000001682	Black Hills Energy	25.44
11/14/2024	CMTRX00000173	Bank Transaction Entry	WDL000001694	Paycom	62,179.76
11/18/2024	CMTRX00000172	Bank Transaction Entry	WDL000001693	Visa Cardmember Services	11,424.63
11/20/2024	CMTRX00000172	Bank Transaction Entry	WDL000001690	PCS	1,494.07
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001661	Amcobi	1,514.11
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001662	Amcobi	771.21
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001663	Amcobi	211.24
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001664	Amcobi	140.65
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001665	Amcobi	122.65
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001666	Amcobi	114.37
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001667	Amcobi	113.53
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001668	Amcobi	91.72
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001669	Amcobi	90.04
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001670	Amcobi	89.20
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001671	Amcobi	88.36
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001672	Amcobi	85.00
11/21/2024	CMTRX00000172	Bank Transaction Entry	WDL000001692	FPPA	7,249.65
11/26/2024	CMTRX00000172	Bank Transaction Entry	WDL000001673	Anthem	8,376.85
11/27/2024	CMTRX00000173	Bank Transaction Entry	WDL000001695	Paycom	64,002.08
Total ACHs:	**34**			**Total Amount of ACHs:**	**$ 181,007.05**

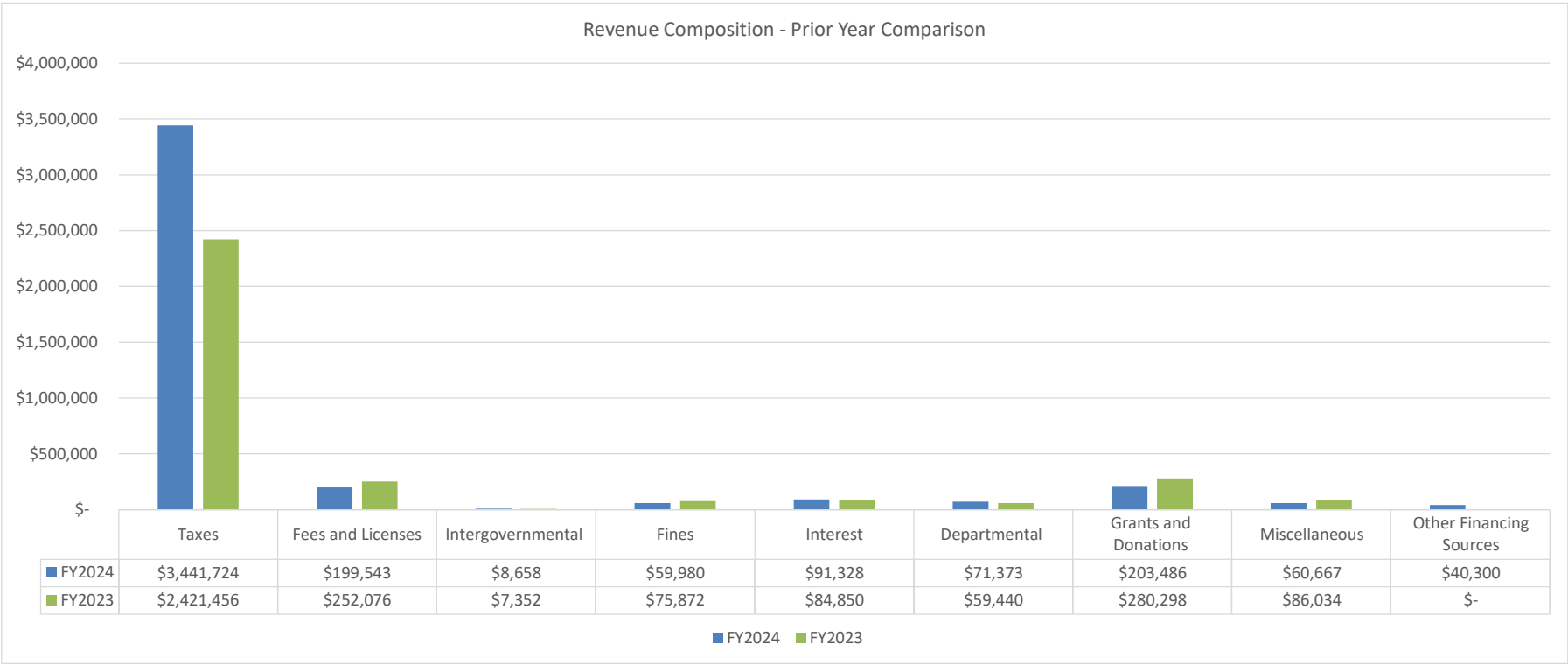
Charts
November 2024

TOWN OF PALMER LAKE

REVENUE CHARTS
GENERAL FUND
For the Eleven Months Ended November 30, 2024
UNAUDITED



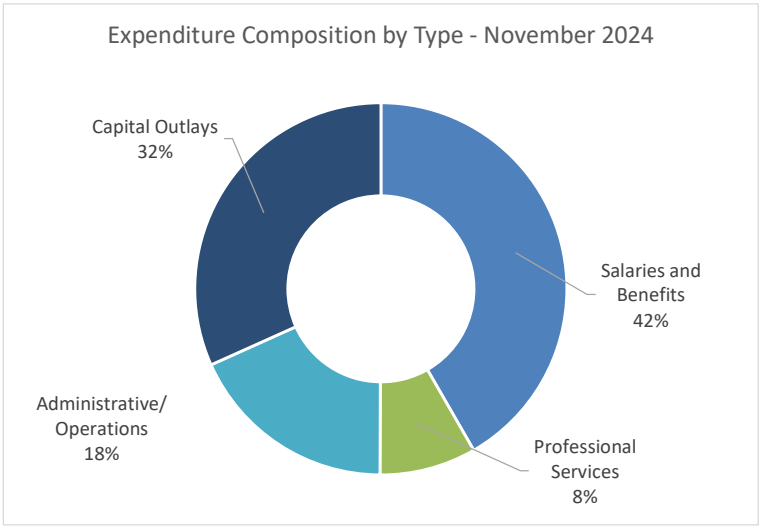


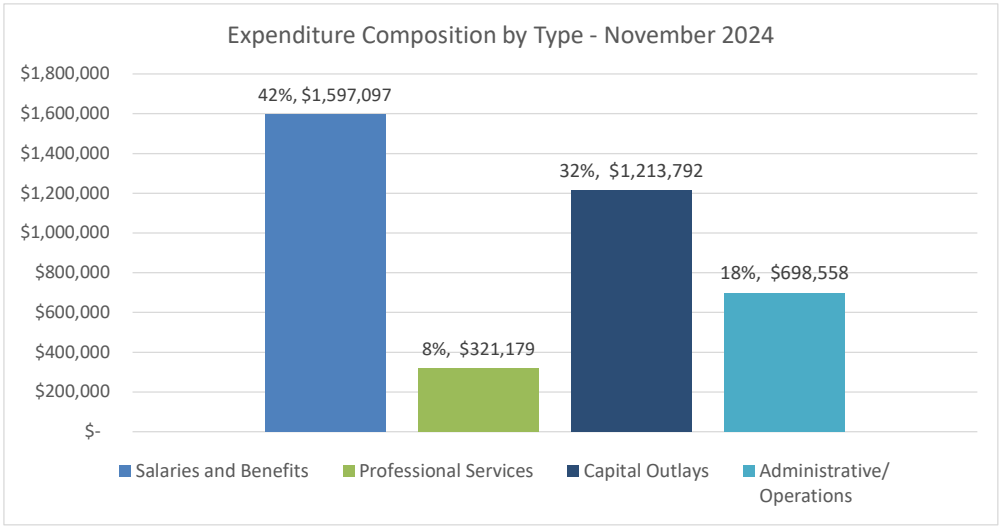


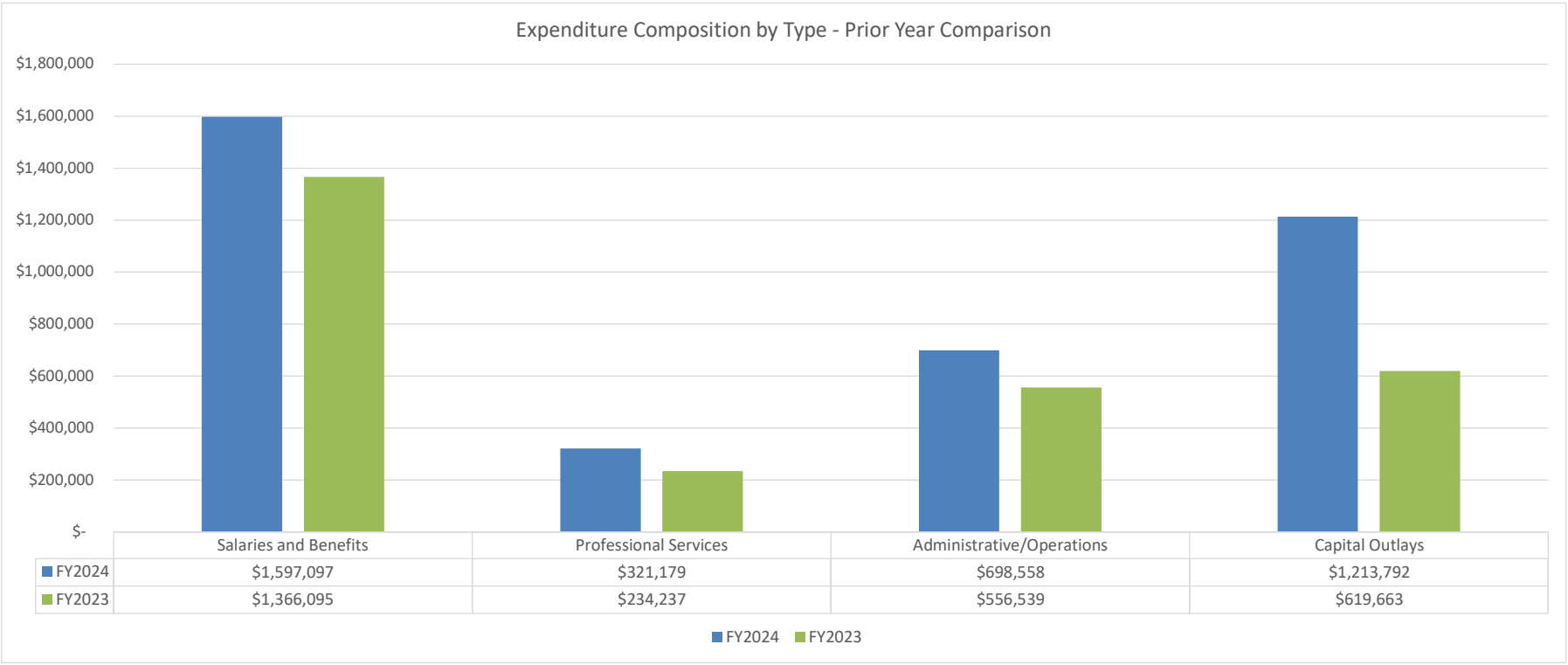
	Taxes	Fees and Licenses	Intergovernmental	Fines	Interest	Departmental	Grants and Donations	Miscellaneous	Other Financing Sources
FY2024	$3,441,724	$199,543	$8,658	$59,980	$91,328	$71,373	$203,486	$60,667	$40,300
FY2023	$2,421,456	$252,076	$7,352	$75,872	$84,850	$59,440	$280,298	$86,034	$-

TOWN OF PALMER LAKE

EXPENDITURE CHARTS
GENERAL FUND
For the Eleven Months Ended November 30, 2024
UNAUDITED



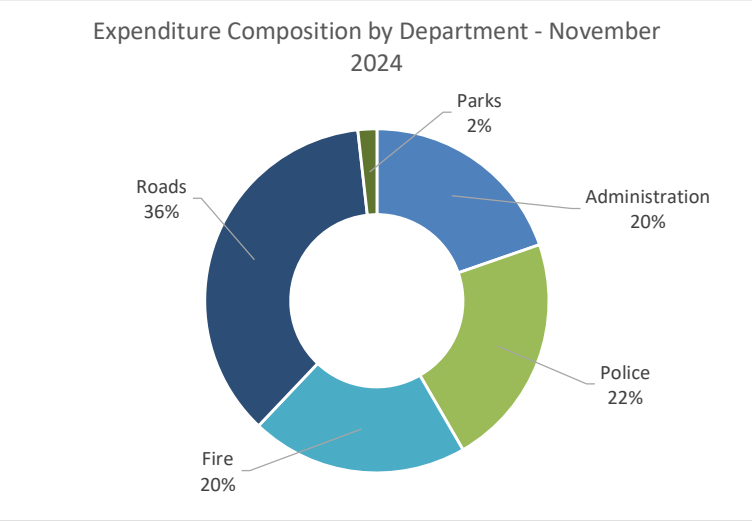


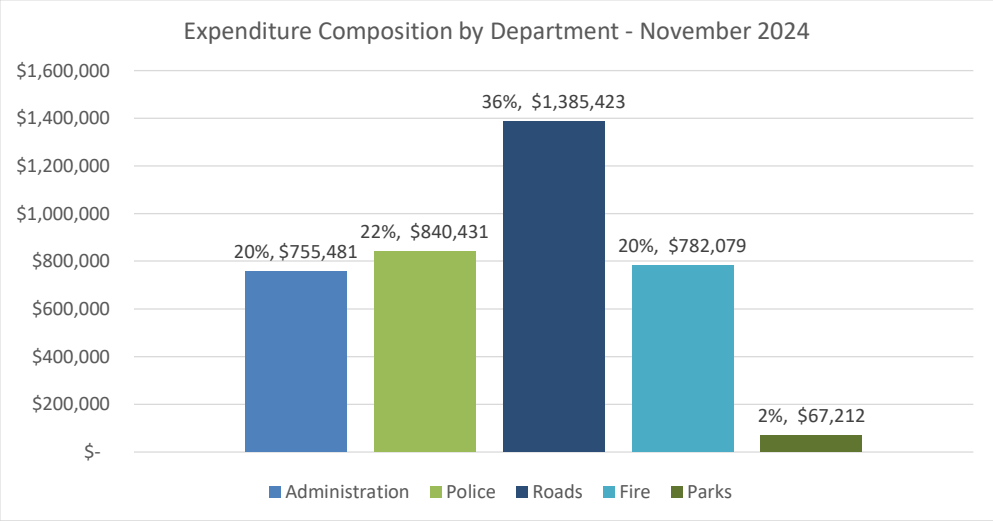


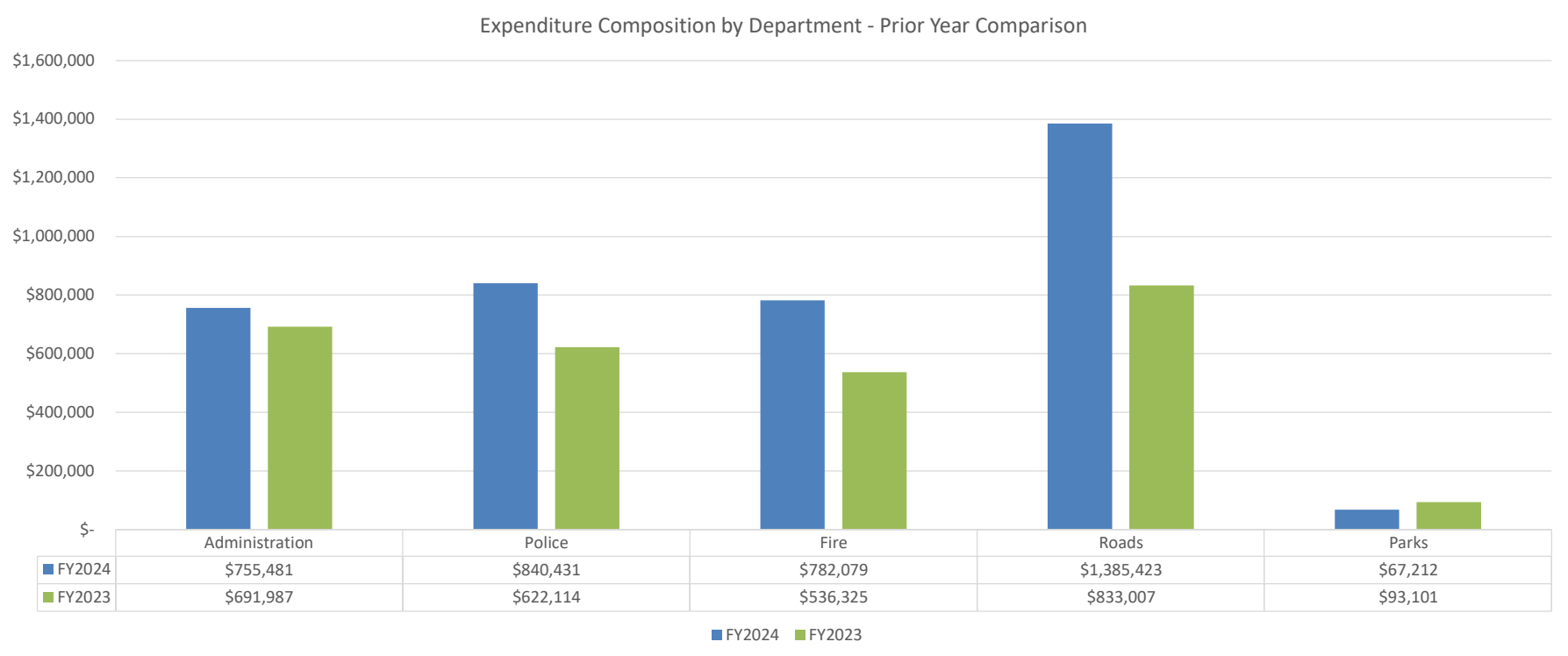
	Salaries and Benefits	Professional Services	Administrative/Operations	Capital Outlays
FY2024	$1,597,097	$321,179	$698,558	$1,213,792
FY2023	$1,366,095	$234,237	$556,539	$619,663

TOWN OF PALMER LAKE

EXPENDITURE CHARTS
GENERAL FUND
For the Eleven Months Ended November 30, 2024
UNAUDITED



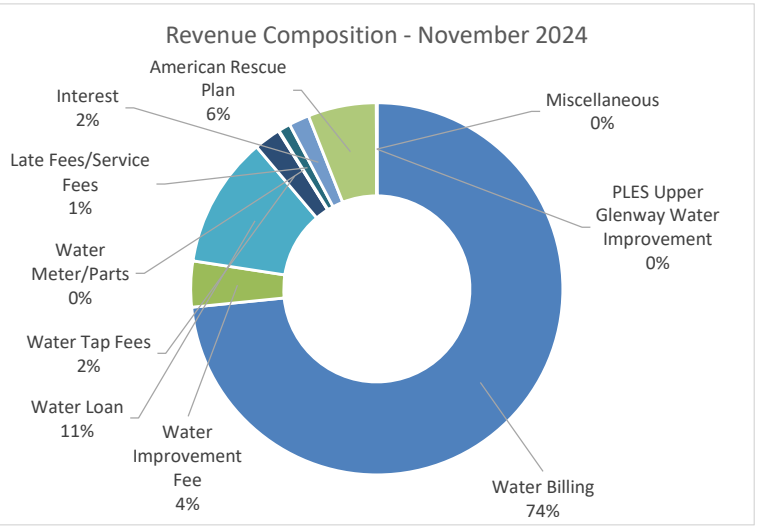


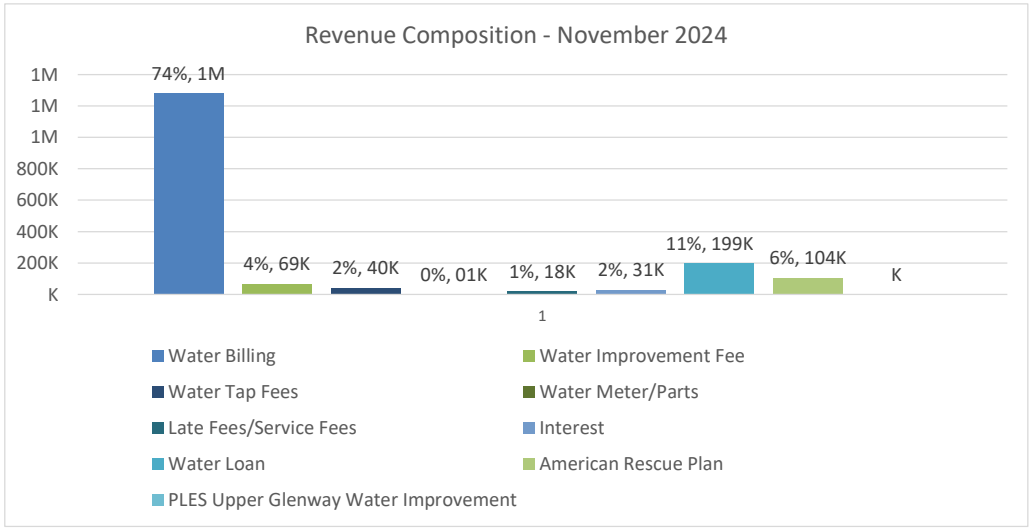


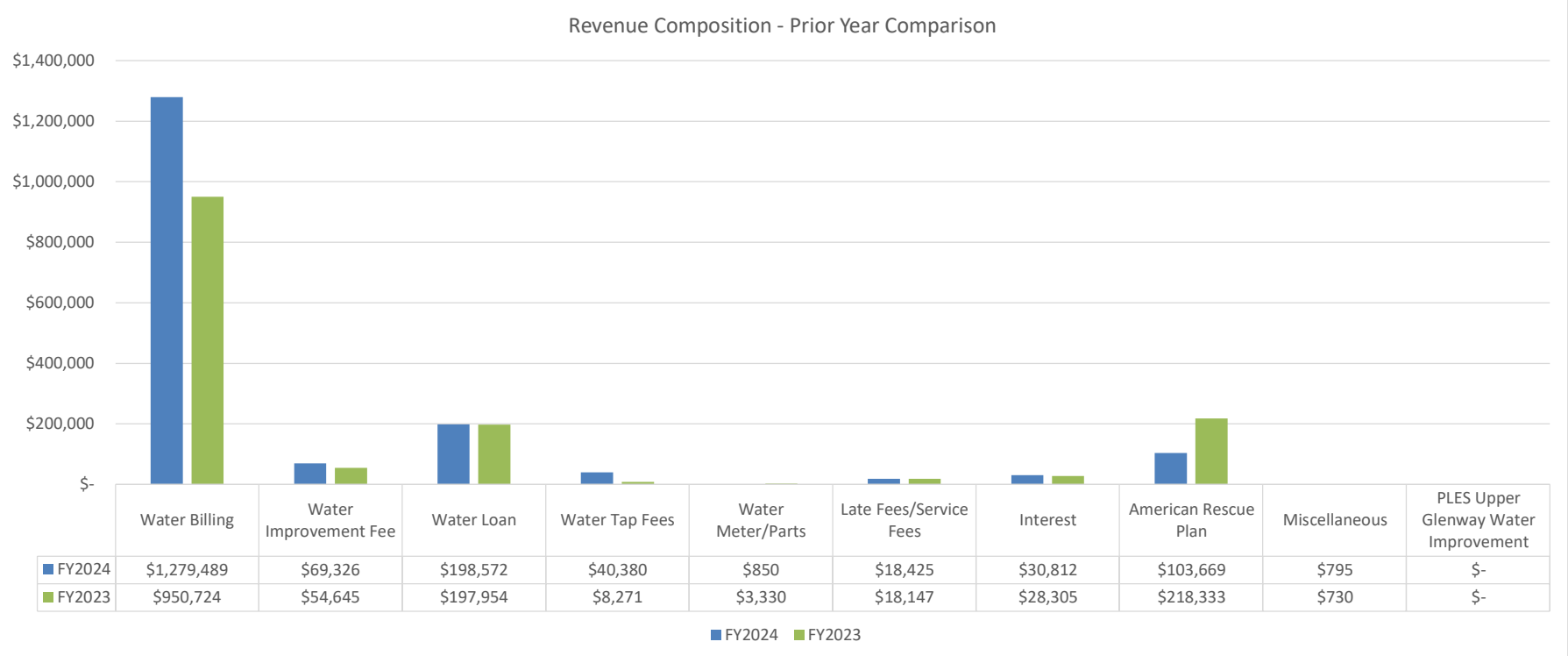
	Administration	Police	Fire	Roads	Parks
FY2024	$755,481	$840,431	$782,079	$1,385,423	$67,212
FY2023	$691,987	$622,114	$536,325	$833,007	$93,101

TOWN OF PALMER LAKE

REVENUE CHARTS
WATER ENTERPRISE FUND
For the Eleven Months Ended November 30, 2024
UNAUDITED



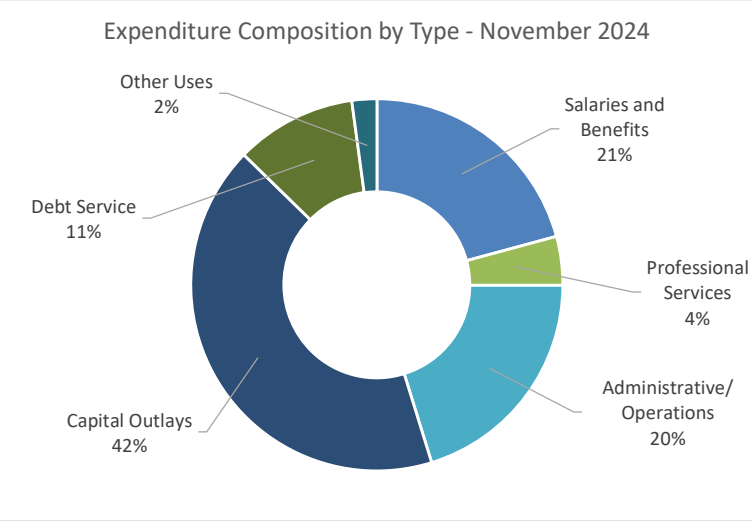


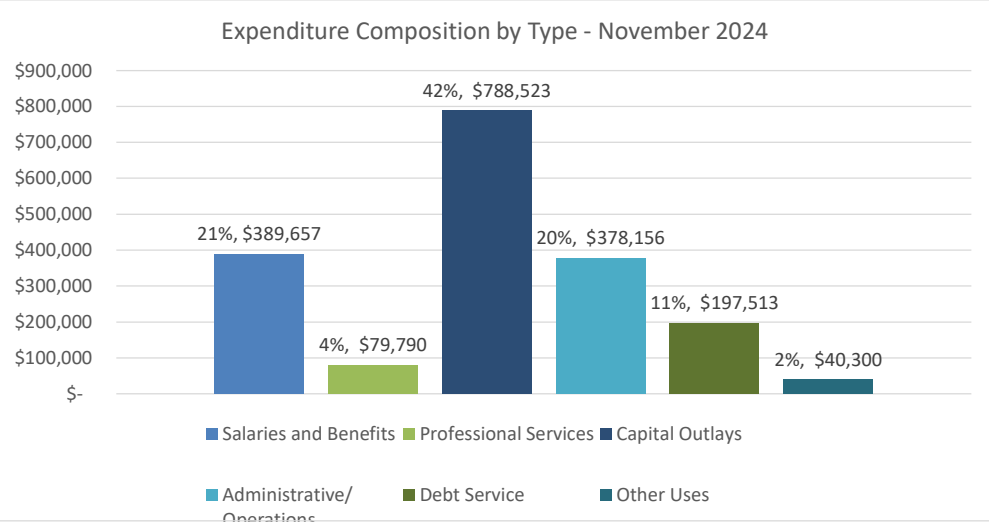


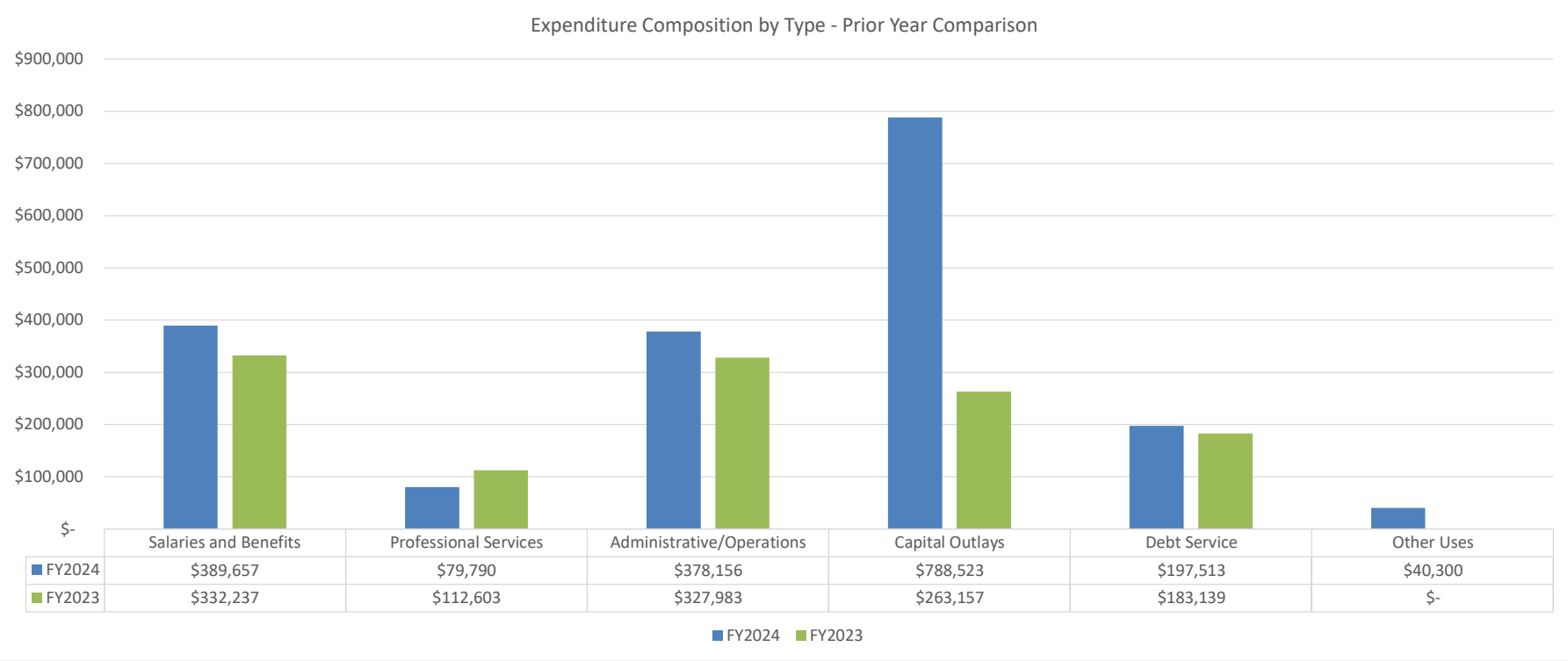
	Water Billing	Water Improvement Fee	Water Loan	Water Tap Fees	Water Meter/Parts	Late Fees/Service Fees	Interest	American Rescue Plan	Miscellaneous	PLES Upper Glenway Water Improvement
FY2024	$1,279,489	$69,326	$198,572	$40,380	$850	$18,425	$30,812	$103,669	$795	$-
FY2023	$950,724	$54,645	$197,954	$8,271	$3,330	$18,147	$28,305	$218,333	$730	$-

TOWN OF PALMER LAKE

EXPENDITURE CHARTS
WATER ENTERPRISE FUND
For the Eleven Months Ended November 30, 2024
UNAUDITED







	Salaries and Benefits	Professional Services	Administrative/Operations	Capital Outlays	Debt Service	Other Uses
FY2024	$389,657	$79,790	$378,156	$788,523	$197,513	$40,300
FY2023	$332,237	$112,603	$327,983	$263,157	$183,139	$-

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 1 - 2025

A RESOLUTION DESIGNATING POSTING LOCATIONS FOR PUBLIC NOTICE OF TOWN MEETINGS, PALMER LAKE, COLORADO

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

WHEREAS, C.R.S. 24-6-402(2)(C) requires all local public bodies, at the first regular meeting of each calendar year, to designate posting places for posting notices of public meetings.

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. Notices of all meetings of the local public bodies of the Town of Palmer Lake, including the Town Board of Trustees, Planning Commission, Board of Adjustment, and Parks & Trails Commission and any committee thereof, shall be posted on the Town's website calendar. In addition, the historic practice of posting a paper copy of the meeting agenda will continue as a courtesy at the following:

- Town office located at 42 Valley Crescent and/or Town hall located at 28 Valley Crescent
- Palmer Lake Post Office located at 10 Primrose St (Hwy 105)

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

Section 3. 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 4. **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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 2 - 2025

A RESOLUTION APPOINTING THE TOWN OFFICERS FOR PALMER LAKE, COLORADO

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 municipal code section 2.08.010, Officers Appointed, the officers listed below are appointed at the first regular calendar meeting.

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. Offices of the Town include the following and the individuals appointed to the positions.

- Municipal Judge — John Ciccolella
- Town Administrator, Clerk, Treasurer — Dawn A. Collins
- Town Attorney — Krob Law Office

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 3 - 2025

A RESOLUTION TO APPROVE APPOINTMENTS TO PLANNING COMMISSION, PALMER LAKE, COLORADO

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 the Town Planning Commission.

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 identifies the re-appointment for a two-year term to the Planning Commission for the Town of Palmer Lake:

Two-Year term (ending January 2027)
- Charlie Ihlenfeld
- Bill Fisher
- Mark Bruce

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 4 - 2025

A RESOLUTION TO APPROVE APPOINTMENTS TO PARKS & TRAILS COMMISSION, PALMER LAKE, COLORADO

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 the Town Parks & Trails Commission.

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 identifies the re-appointment for a two-year term to the Parks & Trails Commission for the Town of Palmer Lake:

Two-Year term (ending January 2027)
- Mike Pietsch
- Jennifer Nilson

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 5 - 2025

A RESOLUTION TO APPROVE APPOINTMENTS TO BOARD OF ADJUSTMENT, PALMER LAKE, COLORADO

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 the Town Board of Adjustments.

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 identifies the individual terms of re-appointment to the Board of Adjustment for the Town of Palmer Lake:

Two-Year term (ending January 2027)

- Kurt Ehrhardt
- Charlie Ihlenfeld (Planning Commission member)
- Bob Radosevich (Alternate)

One-Year term (ending January 2026)

- Kevin Dreher (Board of Trustee member)

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 6 - 2025

A RESOLUTION TO APPROVE A BOARD APPOINTMENT TO THE PIKES PEAK AREA COUNCIL OF GOVERNMENT FOR PALMER LAKE, COLORADO

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 Pikes Peak Area Council Area Council of Government (PPACG).

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 PPACG for the Town of Palmer Lake:

One-Year term (ending January 2026) – Mayor Glant Havenar

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 7 - 2025

A RESOLUTION TO APPROVE BOARD OF TRUSTEE APPOINTMENT TO THE PIKES PEAK REGIONAL BUILDING DEPARTMENT (PPRBD) ADVISORY BOARD

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 PPRBD Advisory Board.

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 PPRBD Advisory Board for the Town of Palmer Lake:

One-Year term (ending December 2025) – Trustee Dennis Stern

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

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

Town of Palmer Lake Monthly Water Usage **Month** **December**
Year **2024**

	Gallons	Acre Ft
Surface Water	**1,878,000**	**5.76**
Well A2	**0**	**0**
Well D2	**1,730,000**	**5.31**
Total	**3,608,000**	**11.07**
Avg. Gal/Day	**116,000**	**0.37**

Release To Lake 0 AF Max Allowed = 0 AF / Month
Release Glen Park Evaporation 0 AF
Water system 0 AF
Total 0 Af

Town of Palmer Lake Water Use 2024

	Surface Water	Ground Water	Total/Month
	Gallons		
January	1,951,000	2,143,000	4,094,000
febuary	1,886,000	1,621,000	3,507,000
March	2,273,000	1,132,000	3,405,000
April	2,204,000	1,863,000	4,067,000
May	2,467,000	2,181,000	4,648,000
June	3,008,000	3,016,000	6,024,000
July	2,465,000	4,222,000	6,687,000
August	1,883,000	3,971,000	5,854,000
September	1,903,000	3,685,000	5,588,000
October	1,113,000	3,579,000	4,692,000
November	1,836,000	1,824,000	3,660,000
December	1,878,000	1,730,000	3,608,000

Surface Water Total	24,867,000	Raw SW is not metered sepratly from finished water.
Ground Water Total	30,967,000	Flush cycle for skids , add 8,000 gal / day to finihed water meter .
Total	55,834,000	
Acre Feet	171.36	

Town of Palmer Lake Water Use
1989 - 2024
Reservoir Capacity = 144.2 Ac. Ft.
46,988,000 Mil. Gal.

Year	# Taps	Total Mil. Gal.	SW Ac. Ft.	GW Ac. Ft.	Total Ac. Ft.
1989	580	80,979,000	248.52		248.52
1990	589	75,160,000	230.66		230.66
1991	597	73,103,000	224.34		224.34
1992	604	76,815,000	235.74		235.74
1993	626	82,157,000	252.13		252.13
1994	667	78,869,000	242.04		242.04
1995	680	74,091,000	227.38		227.38
1996	696	83,245,000	255.47		255.47
1997	715	73,504,000	225.57		225.57
1998	742	78,954,000	242.3		242.3
1999	781	80,029,000	245.6		245.6
2000	794	90,293,000	277.1		277.1
2001	845	84,721,000	260		260
2002	884	66,958,000	205.49		205.49
2003	899	68,351,000	209.76		209.46
2004	911	70,729,000	176.86	40.20	217.06
2005	923	74,460,000	158.41	70.10	228.51
2006	935	77,210,000	176.75	60.20	236.95
2007	942	78,461,662	196.09	44.70	240.79
2008	944	81,378,028	179.97	69.77	249.74
2009	944	70,429,435	145.73	70.41	216.14
2010	948	71,742,615	124.16	96.01	220.17
2011	948	66,819,006	107.58	97.48	205.06
2012	951	70,963,831	133.98	83.8	217.78
2013	953	61,936,835	130.17	59.92	190.09
2014	955	59,209,646	152	29.72	181.72
2015	959	65,472,079	155.18	45.76	200.94
2016	966	67,554,127	140.47	66.86	207.33
2017	974	66,472,375	166.71	37.3	204.01
2018	983	58,388,557	133.04	46.16	179.2
2019	1001	63,084,000	121.81	71.8	193.61
2020	1023	64,723,000	120.12	78.52	198.64
2021	1035	68,205,000	123.61	85.69	209.3
2022	1039	60,700,000	107.83	78.46	186.29
2023	1040	56,091,462	102.33	69.82	172.15
2024	1049	55,834,000	76.31	95.04	171.36

Town of Palmer Lake

Board of Trustees Summary Sheet

	December 2024
Title	**Public Works Monthly Report**
Date	January 3, 2024
Contact	Stacy DeLozier
Summary	Grade and Mag Roads Dust control Cut drainage ditches on roads around PL City Limits Fill deep ditches in preparation of snow plow season Cold Patch Asphalt Potholes Clean out various road culverts Cut tree limbs/ brush from roadways and parks Replace and repair applicable road signs Perform routine maintenance on all equipment Empty trash cans at Lake Rec. area, parks and trailhead daily Fix and maintain split rail fences around lake and town Maintain Trailhead parking Kiosk daily, added 3 new Park signs Attended lots of various meetings Maintain lights all around town The bridge bathroom project is having siding and roofing installed. Sheetrock is done. Coordinate placement of Port A Potty's around town and move when needed for Parks Winter cleaning around the shop/yard Helped with lots of small projects at Town Hall, PLFD and PLPD Several street-cut permits issued throughout PL City limits Monthly playground maintenance and inspection Work with parks and Awake The Lake on various projects Did the monthly repairs/ maintenance on all Parks lawn mowers/ equipment. New section of EZ Dock has been bought and is at our PW yard now, will install come early Spring
Training	Ongoing weekly/ monthly safety training and meetings

Town of Palmer Lake

Other Activity	PLES roadway project is all finished up, we finished before the deadline and under budget! I am completing the last required documents so CDOT can close out the project. Will having meeting next week with CDOT. Had a meeting with CDOT about “spring water issue” on 105. They will come in and cut ditches on both sides of the road for now to see if this will help divert the water and not get under the roadway. Basically, assess till next spring and then see if other actions need to take place. (They dug a more pronounced ditch on the South side of 105 in the last few weeks?) CDOT has come in and cleared the sides of the road and dug a drainage ditch. They applied another few layers of asphalt in the bad area. Called CDOT and they came and patched the bad spots in the freshly laid asphalt. Still in bad shape… Westfork has finished the demo of the ERock cabins. Roofing company has staged equipment/ materials to start the new roof install on ERock Pavilion. Starting the design phase with engineering company on Spruce Mt. Road. When we have time we are excavating and making a road/loop at the Motorcycle track for the PLFD to have a community burn pit. Had a meeting with CDOT and GMS on the design work for 105/ PL main street sidewalk design.

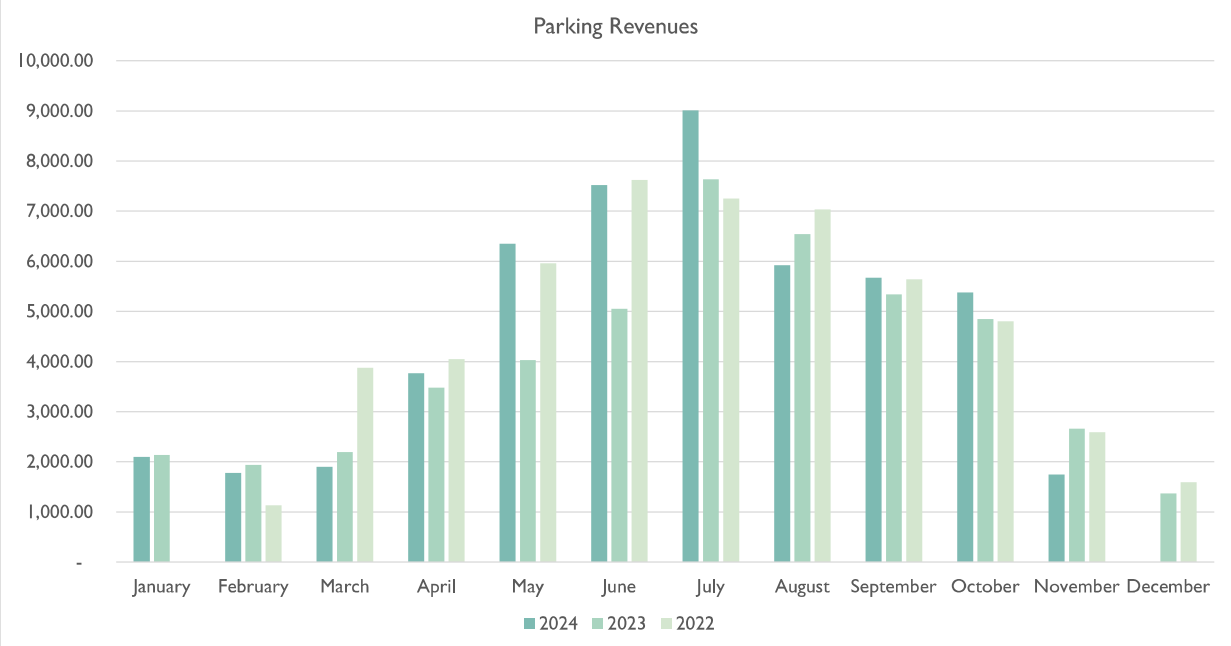
Town of Palmer Lake

Board of Trustees Summary Sheet

	November & December 2024
Title	**PARKS Report**
Date	1/6/2025 Board meeting; 1/13/2025 Parks meeting
Contact	Parks & Trails Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 11.50 hr. Clerical (email, calls, grants, spreadsheets) : 47.75 hr. Miscellaneous Meetings (other than Parks) : 1.5 hr.
Total Volunteer Time	Total = 60.75 hours
Upcoming Activity	Parks Meeting 1/13, Workshop (none at this time)

Parking Revenues

Month	2024	2023	2022
January	2,098.80	2,135.90	-
February	1,780.80	1,939.80	1,132.50
March	1,897.40	2,194.20	3,874.10
April	3,768.30	3,476.80	4,043.90
May	6,349.40	4,028.00	5,957.20
June	7,514.40	5,050.90	7,616.10
July	9,004.70	7,632.00	7,245.10
August	5,920.10	6,540.20	7,033.10
September	5,668.42	5,337.10	5,639.20
October	5,374.20	4,844.20	4,796.50
November	1,749.70	2,660.60	2,591.70
December	-	1,367.40	1,590.00
Total	**51,126.22**	**47,207.10**	**51,519.40**



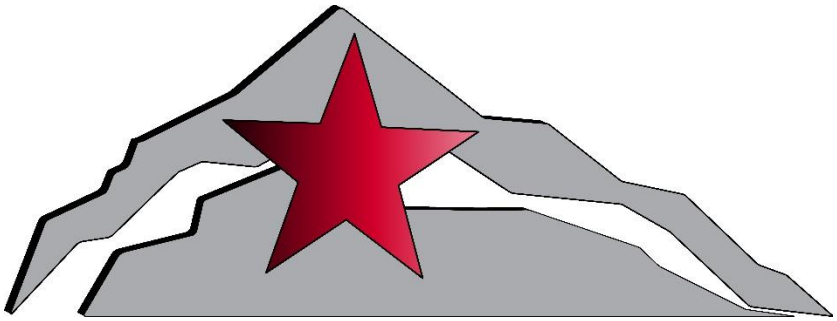
Parking Revenue & Expenditures

	2024	2023	2022
Revenue	51,126.22	47,207.10	51,519.40
Expenditures	2,878.24	6,042.32	4,241.27
Revenue (Less) Expenditures	48,247.98	41,164.78	47,278.13
Beginning Fund Balance	88,442.91	47,278.13	-
Ending Fund Balance	136,690.89	88,442.91	47,278.13

Board of Trustees Summary Sheet

	January 2025
Title	**Police Monthly Report**
Action	N/A
Date	12/01-12/31/2024
Contact	Lieutenant A. Lundy
Summary	In the Month of December 2024, the PLPD made 87 traffic stops and issued 25 citations. Also, in the month of December 19 reports were taken and there were 3 traffic accidents. PLPD officers charged 0 domestic violence cases in the month of December. PLPD made 22 citizen contacts.
Training	All remaining Officers, who were in need, participated in 40mm Less than Lethal certification.
Other Actions	The PLPD welcomed Chief Glen Smith to the ranks in the month of December. PLPD finalized the 2025 budget. PLPD coordinated an all-hands effort in response to a Buc-ee's hosted meeting at Town Hall. The meeting was well secured and ended without incident. PLPD held a quarterly Blood Drive which had a good turnout, and lives will be saved as a result. PLPD in conjunction with MPD and El Paso County

	successfully executed the annual Santa on Patrol charity event. PLPD and Town administration progressed with UC Health securing a clinician to assist with the progressive BHCON program.
Active investigations	PLPD officers are actively investigating drug activity in the 600 block of Hwy. 105. PLPD with MPD and El Paso County has begun surveillance in a troubled section of town to gain intelligence for current ongoing cases in that area.
Calls for service	PLPD officers responded to 603 calls for service in the month of December.
S.T.E.P.	S.T.E.P. was instituted in March of 2021 and has made a great impact on police operations and overall street safety of Palmer Lake. Accidents are more infrequent and speeds through town have slowed dramatically during these shifts. This program has provided a consistent avenue for extra duty while keeping speeds down and the streets safer for residents. Proceeds from the S.T.E.P. program have been utilized to alleviate the PLPD fleet.



PALMER LAKE FIRE DEPARTMENT

Board of Trustees Summary Sheet

Title	**Fire Department Report- January 2025**
Date	6 January 2025
Contact	John Vincent, Chief
Summary	Fire Department RMS on-boarding continues. Elephant Rock mitigation continues. Lieutenant Berry obtained 1403 Live Fire Instructor certification. PLFD deployed a total of 18 weeks during 2024 fire season. Average response time for 2024 from time of alarm to vehicle moving is: 0:40 mm/ss. Average response time for 2024 to arrival at scene is: 4:43 mm/ss.
Training	No report
Photographs	N/A
Other Action	N/A
Code Enforcement	N/A

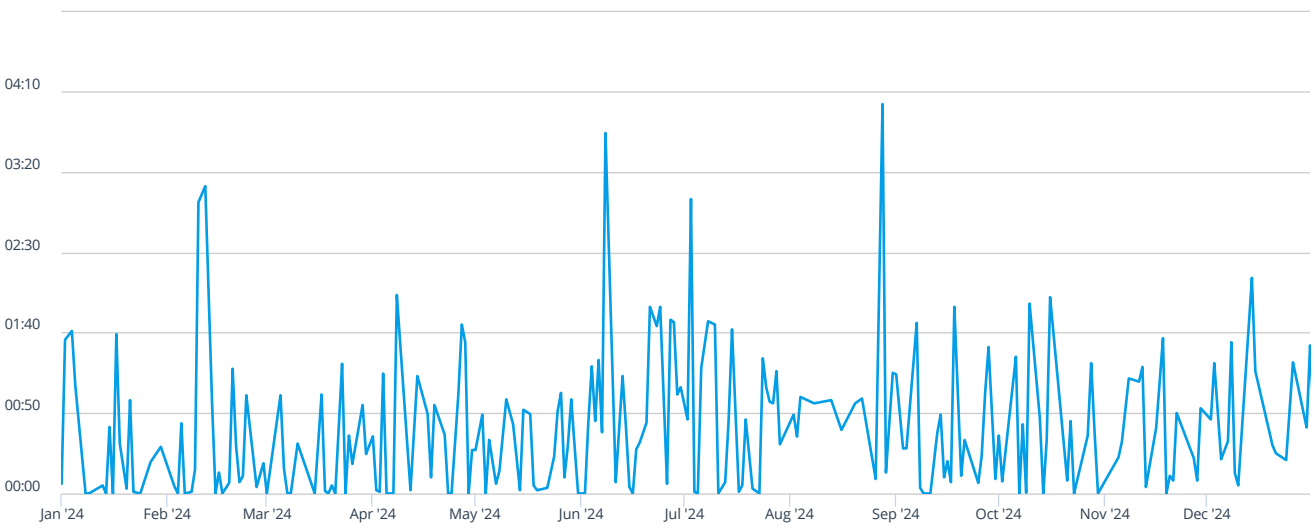
Previous Year Jan 1, 2024 - Dec 31, 2024

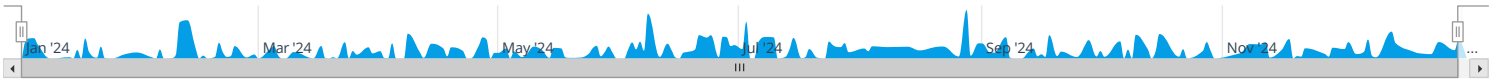
00:40
MM:SS
Average First Apparatus Turnout Time

01:47
MM:SS
90th Percentile First Apparatus Turnout Time

366
DAYS
In Selected Time Slice

374
INCIDENTS
In Selected Time Slice





Counts | % Rows | % Columns | % All

	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Total
00:00 - 00:29	18	27	17	16	22	11	15	5	18	15	16	14		194
00:30 - 00:59	4	4	9	2	10	5	7	7	7	6	7	8		76
01:00 - 01:29	2	4	6	6	3	8	6	3	3	5	4	4		54
01:30 - 01:59	3			4	1	7	4		2	1	1	1		24
02:00 - 02:59	1	1		1	2	1	1		1	2	2	4		16
03:00 - 04:59		2	1	1		2	2	1			1			10
05:00 - 09:59														
Total	28	38	33	30	38	34	35	16	31	29	31	31		374
Exceptions														4

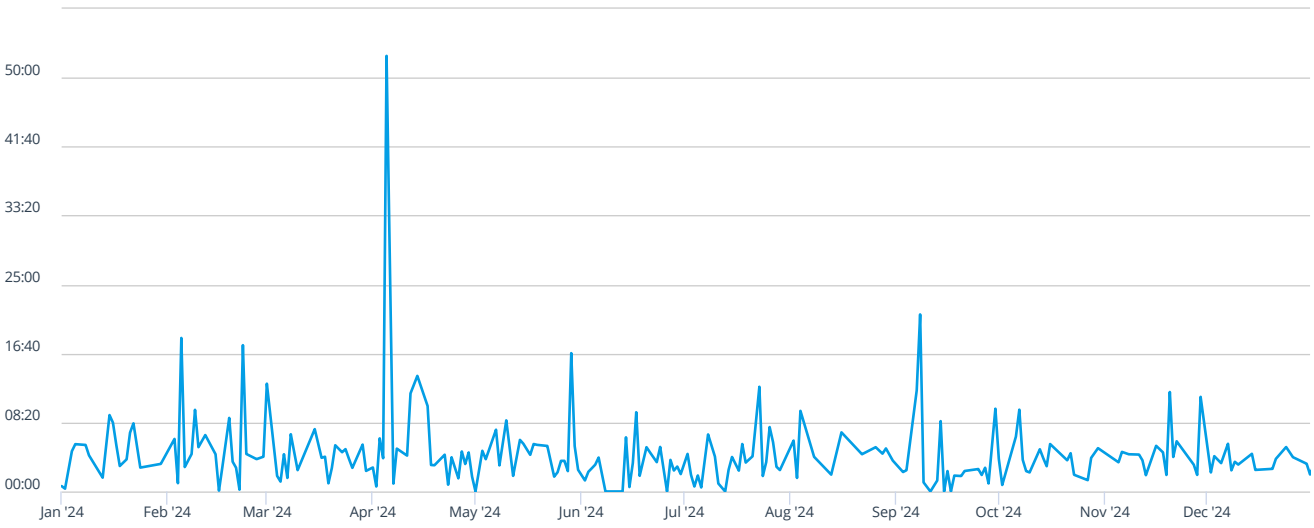
Previous Year Jan 1, 2024 - Dec 31, 2024

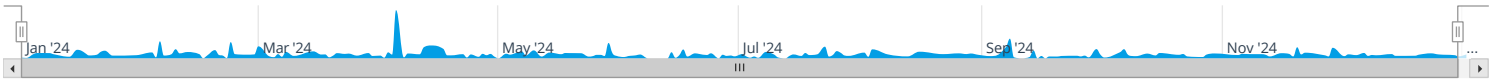
04:43
MM:SS
Average First Apparatus Travel Time

08:14
MM:SS
90th Percentile First Apparatus Travel Time

366
DAYS
In Selected Time Slice

357
INCIDENTS
In Selected Time Slice





Counts | % Rows | % Columns | % All

	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Total
00:00 - 03:59	10	16	18	17	16	23	22	6	23	13	13	17		194
04:00 - 07:59	10	13	14	8	19	8	9	8	2	13	14	9		127
08:00 - 11:59	2	4			2		1		2	1	3	1		16
12:00 - 15:59		1		3		1	2		1		1	1		10
16:00 - 29:59	1		1	1	1	1		1						6
30:00 - 1:29:59		2		1					1					4
Total	23	36	33	30	38	33	34	15	29	27	31	28		357
Exceptions														21

Alert Type	Volume
300 - Rescue/EMS	503
000 - Uncategorized	55
100 - Fire	30
500 - Service	28
700 - False Alarm	22
600 - Good Intent Call	17
400 - Hazardous (No Fire)	10
800 - Weather	2
900 - Special Incident	1

Between	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
00:00 - 01:00	1	2	1	2	2	3	2	13
01:00 - 02:00	0	0	0	2	0	0	0	2
02:00 - 03:00	0	0	1	1	3	8	1	14
03:00 - 04:00	1	2	1	0	2	1	0	7
04:00 - 05:00	0	2	1	0	2	3	4	12
05:00 - 06:00	2	0	0	3	1	0	1	7
06:00 - 07:00	0	3	3	0	0	0	1	7
07:00 - 08:00	5	5	4	3	5	4	3	29
08:00 - 09:00	5	4	7	7	5	2	2	32
09:00 - 10:00	10	3	1	3	9	4	6	36
10:00 - 11:00	6	4	0	4	5	3	2	24
11:00 - 12:00	6	2	7	2	5	2	7	31
12:00 - 13:00	10	11	1	5	8	10	6	51
13:00 - 14:00	7	9	15	9	10	10	3	63
14:00 - 15:00	5	13	3	9	11	5	10	56
15:00 - 16:00	2	12	3	6	4	7	6	40
16:00 - 17:00	4	3	4	7	8	10	2	38
17:00 - 18:00	12	9	9	7	14	5	5	61
18:00 - 19:00	6	5	7	3	10	13	4	48
19:00 - 20:00	1	1	3	1	10	4	2	22
20:00 - 21:00	7	4	0	6	0	0	8	25
21:00 - 22:00	8	2	0	1	1	4	3	19
22:00 - 23:00	5	2	3	2	2	3	1	18
23:00 - 24:00	3	0	4	1	3	1	1	13
TOTAL	106	98	78	84	120	102	80	668

Board of Trustees Summary Sheet

	Dec 2024 – Jan 2025
Title	**Administration**
Date	1/9/2025
Contact	Admin personnel

Kiosk Revenue

December Collections for the Kiosk

$ 2,077.60	Gross Collections	(392 Transactions)
$ (117.60)	Fees	
$ (70.00)	Monthly T2 Svc charge	
$ 1,890.00	Net Collections - December	

YTD Collections 2024 - YTD Transactions: 10,255

$ 54,351.50	Gross Collections
$ (3,076.50)	Fees
$ -	Supplies (Kiosk Paper)
$ (840.00)	Monthly T2 Svc charge
$ 50,435.00	Net Collections
$ (3,916.50)	Total Fees and Maintenance 8%

Contact Us (online)

Created	First Name	Subject
12/3/2024	Mike	Buckees
12/4/2024	Laurel	Buckees
12/5/2024	Bill	Dec 12th board meeting
12/8/2024	Melissa	Buckees
12/9/2024	Bill	Bucee's proposed annexation based on an emergency response perspective
12/13/2024	Bill	Annexation meeting
12/13/2024	Marcus	Permit 650 County Line
12/25/2024	Noha	Free Bookkeeping Service
12/25/2024	Thomas	2025 upcoming events

Land Use permits Issued

October 2024
Type: Single Family; Qty: 1
Other; Qty: 5
Total water taps issued: **1042**

Business Licenses

BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE	2024 Dec	2024 Dec
Business Type	STR	other
New Licenses	1	1
Licenses Renewed	0	11
Licenses Expired	0	0
Businesses Closed	0	0
CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)	40	149
TOTAL CURRENT BUSINESS LICENSES (New + Renewed)	189	

**Note: this will likely reduce going forward due to change of business license regulations*

SCHEDULED TO RENEW IN FEBRUARY 2025:

BUSINESS NAME
Alpine Essentials LLC
Bassett Heating & AC, Inc.
Becoming One Events, LLC dba Pinecrest Weddings
Big Mission Automotive, Inc.
Biggs Contracting Service, Inc.
Central Colorado Builders, Inc.
Imperial Bag & Paper Company, LLC
JoyVida LLC dba Amada Home Care
Masterbilt Homes, Inc.
Rad Extracts
Rock House Ice Cream, Candy and More
Sasquatch Yeti Taqueria, LLC
Summit Builders Inc
Sunflower Mind and Body, LLC
The Drumset Coach
Twisted Tails LLC

Water Billing

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	41,405,900	11
2023	Jan-Dec	1018	44,855,150	7
2024	Jan	1019	3,498,000	0
	Feb	1019	3,031,550	0
	March	1019	2,889,000	0
	April	1019	3,401,100	0

May	1019	3,410,300	0
June	1021	4,560,620	0
July	1021	5,888,918	0
August	1021	4,918,121	0
September	1021	5,145,525	0
October	1022	4,117,600	0
November	1022	3,258,300	0
December	1022	2,892,300	0
YTD		47,011,334	0

Grant Activity Updates

Dept	Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
Parks	*GOCO Conservation Service Corps*	MHYC - Mile High Youth Corp activity (build trails)	4 wks work ($50,000)	$0	Awarded. 3 weeks of chain saw work, 1 week of trail work.

Staffing Activity

- Accepted offers for Accounting Clerk and Deputy Town Clerk – starting week of 1/6/2025
- Continued advertising for Water ORC

LAKEVIEW HEIGHTS
PALMER LAKE, COLORADO
MASTER PLAN

LAKEVIEW HEIGHTS DEVELOPMENT STANDARDS

A. Public Improvements

1. The Developer agrees to construct and install, at its sole expense, the following public improvements with Phase 1 of the Lakeview Heights development:
   a. Roadways. The Developer shall complete the Phase 1 roadway improvements to Lake Avenue, Cathedral Drive, and Carol Drive in accordance with the road cross-section identified in the approved construction drawings. This shall include a temporary turnaround at the east end of Phase 1 as agreed with the Town of Palmer Lake Fire Department, sufficient for emergency equipment.
   b. Water Supply. The Developer will install water lines in Phase 1. Water line quality will match current water line type to ensure proper type/fit and design.
   c. Wastewater. The Developer shall bear all financial responsibility, cost and expense of improvement, expansion and extension of wastewater infrastructure service to the Phase 1 lots, to be owned and controlled by the Palmer Lake Sanitation District.
   d. Drainage. The Developer shall construct all necessary drainage and stormwater infrastructure as related to the Phase 1 lots and public roadways, as depicted on the Master Plan.
   e. Electric. The Developer shall construct all necessary infrastructure to extend electrical service to the Phase 1 lots.
   f. Gas. The Developer shall construct all necessary infrastructure to extend gas service to the Phase 1 lots.
2. Costs will be recovered for the public improvements in A.1 from property owners within Phase 2 per the separate cost recovery agreement.
3. All roadways constructed within Phase 1 shall be dedicated to the Town of Palmer Lake and warrantied for a period of two (2) years.
4. The Developer agrees to provide appropriate collateral until the public improvements in A.1 are completed and accepted by the Town. Improvements will be deemed completed only upon final acceptance by the Town and upon expiration of the 2-year warranty period.
5. None of the Phase 1 lots shall be issued Building permits until the required improvements under A.1 have been commenced in accordance with the approved construction plans. None of the Phase 1 lots shall be issued certificates of occupancy until the required improvements under A.1 have been completed in accordance with the approved construction plans, and initially accepted by the Town. This allows the developer to build homes while infrastructure improvements are underway.

B. Vacation of Internal Lot Lines

1. The Town processes will be followed to eliminate applicable interior lot lines on the Phase 1 lots, as a precondition to issuance of building permits thereon. This process shall include the vacation of utility easements between conjoined lots which will be combined into the Phase 1 lots but will maintain utility easements along all buildable lot boundaries.

C. Fire Augmented Community

1. The Lakeview Heights community is planned as a "Fire Augmented Community", which is a community that is able to shelter in place during a fire event due to the fire mitigation efforts undertaken throughout the community, rather than being required to evacuate. The following minimum standards will apply to both Phases 1 and 2 of the Lakeview Heights development to achieve the Fire Augmented Community status:
   a. Landscape Wildfire Prevention Requirements.

      Recognizing that Lakeview Heights is within a natural forest, the community is designated as a Fire Augmented Community. The goal of a Fire Augmented Community is to protect the homes and the forest by reducing the natural and manmade fuels surrounding a home that are available for a fire should there be one.

      As a Fire Augmented Community, Owners and Residents of the community are required to install and maintain their property so that it remains in compliance with the following Firewise guidelines. The Town of Palmer Lake will conduct routine Firewise inspections with the date determined by the Board. Owners who are not in compliance with Firewise guidelines or have items that require maintenance due to Firewise guidelines will be notified by the Fire Department and provided a set time frame to bring their property back into compliance with Firewise guidelines. The Fire Department, at the direction of an approved Firewise Representative, will make the final decision as to what constitutes compliance.

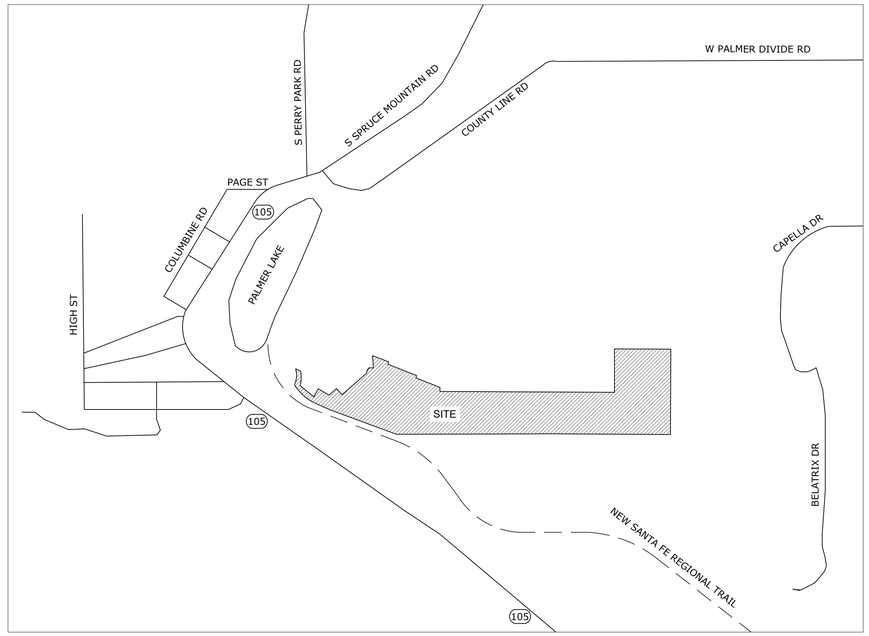
   b. General:
   i. These landscape guidelines are modeled from the Colorado State University Extension fire-wise guidelines; however, these guidelines have been modified to reflect the level of fire-retardant materials used in home construction, which is also a component of the fire-wise preventative measures. The Fire Department reserves the right to make changes or additions to a submitted plan to bring it into Firewise compliance.
   ii. No trees shall be planted within utility easements.
   iii. All submitted landscape plans must show all easements (2) and Zone 1 setback lines for review.
   iv. All plants selected must meet the 'Fire-Wise Species List' appendix. Other plant selections may be proposed and will be assessed for fire-wise compliance.
   v. Adjacent lots must maintain a twenty (20) foot separation between groups of trees. This includes existing trees. (Consider incorporating proposed plantings among existing vegetation.)
   vi. Cul-de-sac lots will be assessed on a case-by-case basis.
   c. Zone 1 Landscaping (High Hazard Areas): Zone 1 is comprised of well irrigated areas within twenty (20) feet of all sides of the home and its attachments (decks, fences and accessory buildings). Requirements for Zone 1 are:

   i. Create a "fuel free" area within five (5) feet of the home by installing landscape rock with either metal or concrete edging. Mulch (wood or rubber), bark or plants are not allowed in this area. Decorative rock and boulders are allowed in this area.
   ii. All trees, whether existing or planted, are to be spaced fifteen (15) feet between tree trunks.
   iii. Deciduous and ornamental trees to be planted at a minimum of fifteen (15) feet from the home, measured at the tree trunk.
   iv. All trees must be maintained to a minimum separation of five (5) feet from the home while maintaining a separation of fifteen (15) feet between tree trunks.
   v. All trees shall be pruned six (6) to ten (10) feet from the ground. Trim back all trees that overhang a home, so as to maintain a 5' separation.
   vi. Plants should be carefully selected; low-growing, free of resins and oils that burn easily. Plants in this zone may be selected from the 'Zone 1' section found in the Fire-Wise Species List appendix. Plants may be selected outside the Fire-Wise Species List but are subject to approval and assessed for Fire-Wise compliance.
   vii. Remove dead vegetation from under decks and within ten (10) feet of the home.
   viii. Firewood stacks are not allowed within Zone 1.
   ix. Annually clear roofs and gutters of pine needles and other flammable debris.
   d. Zone 2 Landscaping (Moderate Hazard Areas): Zone 2 is the area that is twenty (20) to one hundred (100) feet from the home or property boundary. Requirements for Zone 2 are:
   i. Leave fifteen (15) feet between single or clusters of trees, measured at the trunk(s).
   ii. Deciduous and ornamental trees may be planted anywhere within this zone. Coniferous (evergreen) trees to be planted a minimum of twenty (20) feet from the home. (Existing evergreen trees are allowed to remain in place).
   iii. All trees must be maintained to a minimum separation of five (5) feet from the home while maintaining a separation of fifteen (15) feet between tree trunks.
   iv. Plants should be carefully selected; free of resins and oils that burn easily. Plants in this zone may be selected from the 'Zone 2' section found in the Fire-Wise Species List appendix. Plants may be selected outside the Fire-Wise Species List but are subject to approval and assessed for fire-wise compliance.
   v. Prune trees up six (6) to ten (10) feet from the ground.

   e. Zone 3 Landscaping (Low Hazard Areas): Zone 3 is the area that is beyond one hundred (100) feet from the home. Requirements Zone 3 are:
   i. Reduce the density of tall trees so that canopies are not touching.
   ii. Remove smaller conifers that are growing between taller trees.
   iii. Remove heavy accumulations of woody debris.
   f. Maintaining Landscaping; The following are guidelines for maintaining the landscaping around the homes within the Fire Augmented Community:
   i. Keep trees pruned six (6) to (10) feet from the ground.
   ii. Remove leaf clutter and dead or overhanging tree branches
   iii. Mow the lawn regularly and promptly and properly dispose of cuttings and debris.
   iv. Store firewood at least thirty (30) feet away from the home.
   g. Lot-to-Lot Transitions. When applicable with homes in close proximity, Lot-to-Lot Transitions should be smooth, creating a cohesive transition between lots. Sod and planting areas should connect with flowing planting bed edges from one Lot to another. Landforms, and at times retaining walls, should be continued across property lines to create cohesive landforms. Plantings of similar species or type, as well as similar wood mulch or rock should be utilized on both sides of a property line to create a harmonious planting bed and blended at the property line for a smooth transition.

      Homeowners are encouraged to coordinate with their neighbors to create these smooth transitions. Should a homeowner's landscape adjoin an adjacent undeveloped lot, the homeowner should anticipate this lot-to-lot transition and install a landscape to allow for a smooth transition. Homeowners should also plan for and guard against current and future drainage surface flows within their landscape design, by incorporating appropriate rock swales near lot lines to carry these potential surface flows from their lot and any adjoining lots. Also refer to approved plant material lists.

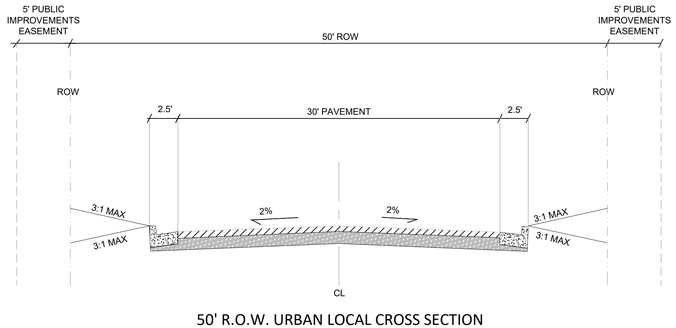
VICINITY MAP



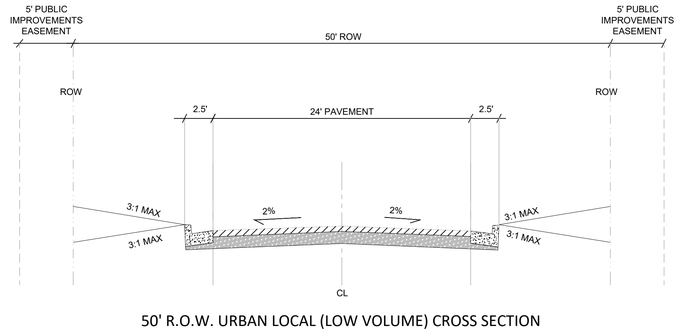
NORTH N.T.S.

GENERAL NOTES

1. THE APPROXIMATE SCHEDULE OF DEVELOPMENT IS TO START CONSTRUCTION SPRING OF 2024 AND BE COMPLETE BY SPRING 2025.
2. MAINTENANCE FOR THE DETENTION POND AND DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LAKEVIEW HEIGHTS METROPOLITAN DISTRICT.
3. THERE SHALL BE NO PARKING ON INTERNAL PUBLIC ROADS.
4. THE PROPERTY IS NOT WITHIN A FEMA 100-YEAR OR 500-YEAR FLOOD ZONE.
5. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE SURFACED SO AS TO PROVIDE ALL WEATHER DRIVING CAPABILITIES, ROADS WILL BE BUILT TO MEET A MINIMUM OF 27,000 LBS SINGLE AXLE WEIGHT AND 75,000 BL TOTAL APPARATUS WEIGHT.
6. PROPOSED SEWAGE TREATMENT SERVICE TO BE PROVIDED BY PALMER LAKE SANITATION DISTRICT. INFRASTRUCTURE TO BE PROVIDED AND INSTALLED BY DEVELOPER.
7. PROPOSED WATER SUPPLY SERVICE TO BE PROVIDED BY TOWN OF PALMER LAKE. INFRASTRUCTURE TO BE PROVIDED AND INSTALLED BY DEVELOPER. EVIDENCE OF WATER RIGHTS, QUALITY, QUANTITY, AND SUPPLY ARE DETAILED IN THE LAKEVIEW HEIGHTS - SEPP WATER RESOURCES REPORT, DATED SEPTEMBER 27, 2023.
8. SITE VEGETATION CONSISTS PRIMARILY OF TALL NATIVE GRASS AND MIXED PRAIRIE PERENNIAL VEGETATION. PORTIONS OF THE SITE PRIMARILY ALONG THE NORTHERN BOUNDARY AND THROUGH THE CENTRAL PORTION OF THE PROPERTY ARE HEAVILY TREED WITH PONDEROSA PINE TREE AND GAMBLE OAKS. THE SITE HAS STEEP SLOPES AND ROCK OUTCROPPINGS ON THE PARTS OF THE NORTHERN BOUNDARY. THE PALMER LAKE MASTER PLAN IDENTIFIES THE SITE WITHIN THE EXPANSIVE SOILS AREA OF THE GEO-HAZARDS MAP AND WITHIN AN AREA OF LOW TO MODERATE RISK ON THE WILDFIRE RISK MAP. SHEET 3 INCLUDES A SLOPE ANALYSIS AND IDENTIFIES EXISTING TREES AND ROCK OUTCROPPINGS.
9. THERE IS NO POTENTIAL RADIATION HAZARD ON THE SITE.
10. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THIS MASTER PLAN AND ARE INCLUDED IN THE TOWN'S FILE FOR THE MASTER PLAN: WATER RESOURCES REPORT, DATED SEPTEMBER 27, 2023; PRELIMINARY TRAFFIC STUDY, DATED SEPTEMBER 28, 2023, REVISED APRIL 26, 2024; MASTER DEVELOPMENT DRAINAGE PLAN, DATED MAY 25, 2023, REVISED OCTOBER 18, 2023.
11. PER INTERNATIONAL FIRE CODE (SECTION D107.1.), IF SPRINKLERS ARE PROVIDED, A SECOND POINT OF ACCESS IS NOT REQUIRED. IT IS THE APPLICANTS' INTENT TO INCLUDE SPRINKLERS IN ALL NEW HOMES WITHIN PHASE 1. ANY LOT OWNER/BUILDER IN FUTURE PHASES WHO FAILS TO COMPLY WITH THIS PROVISION AND THUS TRIGGERS THE REQUIREMENT FOR A SECONDARY ACCESS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS, CONSTRUCTION, AND APPROVALS ASSOCIATED WITH SUCH SECONDARY ACCESS.



50' R.O.W. URBAN LOCAL CROSS SECTION
N.T.S



50' R.O.W. URBAN LOCAL (LOW VOLUME) CROSS SECTION
N.T.S.

SITE DATA

Site Location:	Lakeview Heights Unit 2, 3, & a portion of 4
Existing Zoning District:	R-10,000
Total Acreage:	56.152 Acres
Existing Uses/Buildings:	Vacant Undeveloped Single Family Residential Lots
Proposed Uses:	Single Family Residential (SFR)
Phase 1 & 2 Lot Total:	80 lots
Net Density (Phase 1 &2 Only):	2.53 DU/AC (Excludes Future Phase Area)
Total Potential Lots:	99 lots
Gross Density:	1.76 DU/AC
Maximum Building Height:	30 ft
Maximum Lot Coverage:	As limited by Code Section 17.68.040
Minimum Lot Size:	10,000 SF
Minimum Lot Setbacks:	
Front:	25'
Side:	7.5'
Rear:	25'
Minimum Lot Width:	50'
Utility Providers	
Water:	Town of Palmer Lake
Wastewater:	Palmer Lake Sanitation Dist./OWTS
Electric:	Core Electric Cooperative
Natural Gas:	Black Hills Energy
Land Use Summary	
Phase 1 ROW Area:	7.697 ac
Lot Area:	
Phase 1:	13.472 ac
Phase 2:	8.659 ac
Detention Area:	1.785 ac
Future Phase:	24.539 ac
TOTAL:	56.152 ac

LEGAL DESCRIPTION

LOTS 13-18, 29-47 BLOCK 2 LAKEVIEW HEIGHTS UNIT 2
LOTS 1-44 BLOCK 3 LAKEVIEW HEIGHTS UNIT 2
LOTS 1-26 BLOCK 4 LAKEVIEW HEIGHTS UNIT 2
LOTS 1-11 BLOCK 5 LAKEVIEW HEIGHTS UNIT 2

LOTS 1-17 BLOCK 1 LAKEVIEW HEIGHTS UNIT 3
LOTS 1-34 BLOCK 2 LAKEVIEW HEIGHTS UNIT 3
LOTS 1-16 BLOCK 3 LAKEVIEW HEIGHTS UNIT 3

LOTS 1-2 BLOCK 1 LAKEVIEW HEIGHTS UNIT 4
LOTS 1-43 BLOCK 2 LAKEVIEW HEIGHTS UNIT 4
LOTS 1-11 BLOCK 3 LAKEVIEW HEIGHTS UNIT 4
LOTS 1-31 BLOCK 4 LAKEVIEW HEIGHTS UNIT 4

TRACT IN SE4SE4 OF SEC 5-11-67 LY N OF RR

PROJECT TEAM

OWNER:	Sepp & Affiliates 857 Tailings Drive Monument, CO 80132 719-400-9430 Contact: Eric Sepp II, Owner (See plan sheets 3 & 4 for other ownership information)
CIVIL ENGINEER:	Atwell, LLC 143 Union Blvd. STE. 700 Lakewood, CO 80228 303-462-1100 Contact: Garrett Bales, P.E.
SURVEYOR:	Atwell, LLC 143 Union Blvd. STE. 700 Lakewood, CO 80228 Contact: Vladislav Skrejev
PLANNER :	N.E.S. Inc. 619 North Cascade Avenue, STE. 200 Colorado Springs, CO 80903 719-471-0073 Contact: Brooks Swenson

SHEET INDEX

1 OF 5	COVER
2 OF 5	OVERALL MASTER PLAN
3 OF 5	SLOPE ANALYSIS
4 OF 5	UNIT 2 ENLARGEMENT
5 OF 5	UNIT 3 ENLARGEMENT

NES
N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0073
Fax 719.471.0267
www.nescolorado.com
PLANNING / LANDSCAPE ARCHITECT

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IN ASSOCIATION WITH

LAKEVIEW HEIGHTS

MASTER PLAN

PROJECT INFO

DATE:	7/25/2024
PROJECT MGR:	A. BARLOW
PREPARED BY:	A. LANGHANS

STAMP

ISSUE INFO

DATE:	BY:	DESCRIPTION:
7/5/2023	AL	INITIAL SUBMITTAL
11/14/2023	AL	PER TOWN COMMENTS
7/25/2024	JBS	PER TOWN COMMENTS

ISSUE / REVISION

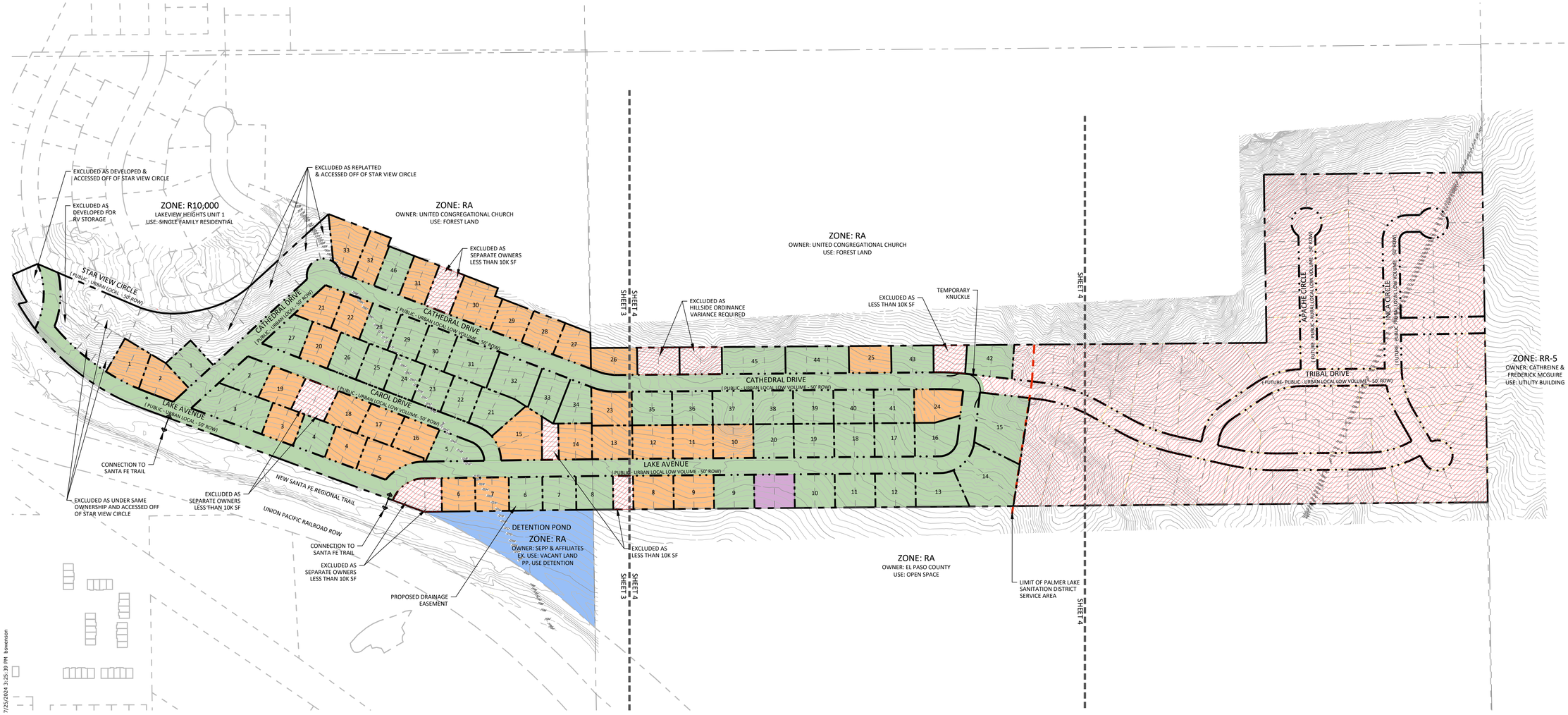
SHEET TITLE
COVER

SHEET NUMBER
1
1 OF 5

PLAN FILE #

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LAKEVIEW HEIGHTS
PALMER LAKE, COLORADO
MASTER PLAN



PROPOSED PHASING

- **Phase 1**: 46 lots owned by Sepp & Affiliates, and construction of road and utility infrastructure to serve these lots.
- **Phase 2**: 33 lots owned by others that can be served off the roads constructed in Phase 1 and that can meet the requirements of the R-10,000 zone without a variance. These will be served by infrastructure constructed with phase 1
- **Future Phase**:
  - 9 potential lots that would require a variance due to the lot size not meeting the zone district minimum lot size. These will be served by infrastructure constructed in Phase 1;
  - 2 potential lots that would require a variance from the hillside ordinance due to slope and resultant buildable area. these will be served by infrastructure constructed with Phase 1;
  - 8 potential lots on the east side of the Master Plan area. This approximately 20-acre area lies east of Palmer Lake Sanitation District Boundary and would have to be served by septic systems for wastewater. The terrain also creates challenges for water service extension, so water would have to be provided by wells. This would require a minimum lot size of 2.5 acres, which would limit the area to 8 lots. These will not be served by infrastructure constructed with phase 1.
  - 1 lot in escrow to be owned by Sepp and Affiliates and included in Phase 1 upon closing.

LEGEND

- PHASE 1 (46 LOTS OWNED BY SEPP & AFFILIATES)
- 1 LOT IN ESCROW (TO BE OWNED BY SEPP & AFFILIATES)
- PHASE 2 (33 LOTS OWNED BY OTHERS)
- STORM WATER DETENTION/DRAINAGE
- FUTURE PHASE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- ROW
- LIMITS OF MUNICIPAL SANITARY SEWER SERVICE

NORTH

0 75 150 300

SCALE: 1" = 150'

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N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903

Tel. 719.471.0073
Fax 719.471.0267

www.nescolorado.com

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PLANNER / LANDSCAPE ARCHITECT

IN ASSOCIATION WITH

LAKEVIEW HEIGHTS

MASTER PLAN

PROJECT INFO

DATE: 7/25/2024
PROJECT MGR: A. BARLOW
PREPARED BY: A. LANGHANS

STAMP

ISSUE INFO

DATE:	BY:	DESCRIPTION:
7/5/2023	AL	INITIAL SUBMITTAL
11/14/2023	AL	PER TOWN COMMENTS
7/25/2024	JBS	PER TOWN COMMENTS

ISSUE / REVISION

SHEET TITLE

MASTER PLAN

SHEET NUMBER

2

2 OF 5

PLAN FILE #

LAKEVIEW HEIGHTS
PALMER LAKE, COLORADO
MASTER PLAN



LEGEND

- ROCK OUTCROPPING
- EXISTING TREES
- 30%+ SLOPE
- FUTURE PHASE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- ROW
- LIMITS OF MUNICIPAL SANITARY SEWER SERVICE

NORTH

0 75 150 300

SCALE: 1" = 150'

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PLANNER / LANDSCAPE ARCHITECT

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MASTER PLAN

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7/5/2023	AL	INITIAL SUBMITTAL
11/14/2023	AL	PER TOWN COMMENTS
7/25/2024	JBS	PER TOWN COMMENTS

ISSUE / REVISION

SHEET TITLE

SLOPE ANALYSIS & NATURAL FEATURES

SHEET NUMBER

3

3 OF 5

PLAN FILE #

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ZONE: R10,000
LAKEVIEW HEIGHTS UNIT 1
USE: SINGLE FAMILY RESIDENTIAL

ZONE: RA
OWNER: UNITED CONGREGATIONAL CHURCH
USE: FOREST LAND

EXCLUDED AS DEVELOPED & ACCESSED OFF OF STAR VIEW CIRCLE

EXCLUDED AS REPLATTED & ACCESSED OFF OF STAR VIEW CIRCLE

EXCLUDED AS SEPARATE OWNERS LESS THAN 10K SF

STAR VIEW CIRCLE
(PUBLIC - URBAN LOCAL - 50' ROW)

CATHEDRAL DRIVE
(PUBLIC - URBAN LOCAL LOW VOLUME - 50' ROW)

CAROL DRIVE
(PUBLIC - URBAN LOCAL LOW VOLUME- 50' ROW)

LAKE AVENUE
(PUBLIC - URBAN LOCAL - 50' ROW)

KERRI FILGORE
20004 LAKE LANE
PALMER LAKE, CO 80133

KIPPAN MURRAY
ANDRAE RYMAN
122 STAR VIEW CIR
PALMER LAKE, CO 80133

MARILYN ROME
PO BOX 886
MONUMENT, CO 80132

ASK TRUST
PO BOX 1332
PALMER LAKE, CO 80133

MARTINGALE LIVING TRUST
PO BOX 232
PALMER LAKE, CO 80133

JAMES COEN
134 STAR VIEW CIR
PALMER LAKE, CO 80133

AQUARIOUS WORKMAN
136 STAR VIEW CIR
PALMER LAKE, CO 80133

RANDI ALGOOD
PO BOX 1555
PALMER LAKE, CO 80133

RODNEY KENT JR HUTSON
140 STAR VIEW CIR
PALMER LAKE, CO 80133

EXCLUDED AS DEVELOPED FOR RV STORAGE

EXCLUDED AS UNDER SAME OWNERSHIP AND ACCESSED OFF OF STAR VIEW CIRCLE

CONNECTION TO SANTA FE TRAIL

JAIRO JULIAN MIER
9100 E FLORIDA AVE APT 6
DENVER, CO 80247

ZECH BUYS LAND LLC
455 E CHEYENNE MNTN BLVD STE C180
COLORADO SPRINGS, CO 80906

OWNER: HURLEY

OWNER: LINCOLN

OWNER: HEDLAND

BRUCE & MARGARET ROSENBERGER
2490 RIDGE VIEW AVE
BULLHEAD CITY, AZ 86429

CHARVICA DIAZ TE
5020 SAMIRA DR
COLORADO SPRINGS, CO 80918

DIANE M FECHER
PO BOX 1453
PALMER LAKE, CO 80133

LYNN A MCLEAN
1067 QUARTZ COURT
SAN MARCOS, CA 92078

MAREK T BAK
10013 MOUNTAIN RD
CASCADE, CO 80809

MARK R HAGEROTT
410 2ND ST
NW MANDAN, ND 58554

LYLE LONG
5116 WILDWOOD DR
FLOWER MOUND, TX 75028

KORY DEANGELO
555 SILVER SPRING CIR
COLORADO SPRINGS, CO 80919

EDWARD FLAKE
PO BOX 1610
PALMER LAKE, CO 80133

KELLY & CRYSTAL HAMMEL
10415 PICTURED ROCKS DR
PEYTON, CO 80831

SALLY & JEFFERY DUTCHER
845 WILLOW WAY
HENDERSON, CO 80640

JULIE & MARK FORD
14 SEDWICK LN PO BOX 23182
SILVERTHORNE, CO 80497

ZEITZ FAMILY TRUST
2 ROCKY MOUNTAIN VIEW
COLORADO SPRINGS, CO 80921

SG DIAMETRICS LLC
745 STEAMBOAT SPGS DR
CASTLE ROCK, CO 80108

ROBERT JENKINS
PO BOX 14
WOODY CREEK, CO 81656

DORIS & JOHN WALLA
141 N SPAIN LA CRESTA
SAN CLEMENTE, CA 92672

ROBERT & STEPHEN CAMPELLO
538 30TH TRAIL
CLIFTON, CO 81520

AUDREY WEST
706 MILE WAY
AURORA, CO 80012

GEORGE & JOSEPHINE BRUSON
PMB 107 / 4880 GALLEY RD
COLORADO SPRINGS, CO 80915

DEANGELO LIVING TRUST
555 SILVER SPRING CIR
COLORADO SPRINGS, CO 80919

RAMAMURTHY S GOPALAKRISHAN
1308 NEEDLE CACCTUS DR
FORT WORTH, TX 76177

CAROL E MORTON
638 S LOUVIERS DR
DENVER, CO 80247

KAREN PIKE
PO BOX 208
PALMER LAKE, CO 80133

JENNIFER & GREGORY MAZER
3906 S KENWOOD AVE
TAMPA, FL 33611

RUBY NELSON
4125 CIMMARRON WAY
APT 1121
AURORA, CO 80014

AVALANCHE ONE TRUST
11582 SILVER CHARM WAY
COLORADO SPRINGS, CO 80921

LISA WOODRUFF
17880 NEW LONDON RD
MONUMENT, CO 80132

LISA ANN TSIAO
17880 NEW LONDON RD
MONUMENT, CO 80132

HELEN RICHARDSON TRUST
1145 MESA RD
COLORADO SPRINGS, CO 80904

NEW SANTA FE REGIONAL TRAIL

UNION PACIFIC RAILROAD ROW

ZONE: RA
OWNER: SEPP & AFFILIATES
EX. USE: VACANT LAND
PP. USE DETENTION

PROPOSED DRAINAGE EASEMENT

SHEET 4
SHEET 3

LEGEND

- PHASE 1 (46 LOTS OWNED BY SEPP & AFFILIATES)
- 1 LOT IN ESCROW (TO BE OWNED BY SEPP & AFFILIATES)
- PHASE 2 (33 LOTS OWNED BY OTHERS)
- STORM WATER DETENTION/DRAINAGE
- FUTURE PHASE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- ROW
- LIMITS OF MUNICIPAL SANITARY SEWER SERVICE

NORTH
0 30 60 120
SCALE: 1" = 60'

P:\Sepp & Affiliates\Lakeview Heights\Drawings\Planning\MP\Lakeview Heights MP.dwg [Unit 1] 7/25/2024 3:30:10 PM bsvenson

NES
N.E.S. Inc.
619 N. Cascade Avenue, Suite 200
Colorado Springs, CO 80903
Tel. 719.471.0073
Fax 719.471.0267
www.nescolorado.com

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PLANNER / LANDSCAPE ARCHITECT

LAKEVIEW HEIGHTS

MASTER PLAN

LA ASSOCIATION WITH

PROJECT INFO

DATE: 7/25/2024
PROJECT MGR: A. BARLOW
PREPARED BY: A. LANGHANS

STAMP

ISSUE INFO

DATE:	BY:	DESCRIPTION:
7/5/2023	AL	INITIAL SUBMITTAL
11/14/2023	AL	PER TOWN COMMENTS
7/25/2024	JBS	PER TOWN COMMENTS

ISSUE / REVISION

SHEET TITLE

UNIT 2 ENLARGEMENT

SHEET NUMBER

4

4 OF 5

PLAN FILE #

LAKEVIEW HEIGHTS
PALMER LAKE, COLORADO
MASTER PLAN



LEGEND

- PHASE 1 (46 LOTS OWNED BY SEPP & AFFILIATES)
- 1 LOT IN ESCROW (TO BE OWNED BY SEPP & AFFILIATE
- PHASE 2 (33 LOTS OWNED BY OTHERS)
- STORM WATER DETENTION/DRAINAGE
- FUTURE PHASE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- ROW
- LIMITS OF MUNICIPAL SANITARY SEWER SERVICE

NORTH

0 30 60 120

SCALE: 1" = 60'

P:\Sepp & Affiliates\Lakeview Heights\Drawings\Planning\MPP\Lakeview Heights MP.dwg [Unit 2] 7/25/2024 3:31:34 PM bswenson

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Fax 719.471.0267

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PLANNER / LANDSCAPE ARCHITECT

IN ASSOCIATION WITH

LAKEVIEW HEIGHTS

MASTER PLAN

PROJECT INFO

DATE: 7/25/2024
PROJECT MGR: A. BARLOW
PREPARED BY: A. LANGHANS

STAMP

ISSUE INFO

DATE:	BY:	DESCRIPTION:
7/5/2023	AL	INITIAL SUBMITTAL
11/14/2023	AL	PER TOWN COMMENTS
7/25/2024	JBS	PER TOWN COMMENTS

ISSUE / REVISION

UNIT 3 ENLARGEMENT

SHEET TITLE

5

SHEET NUMBER

5 OF 5

PLAN FILE #

206213

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

I, Kate Dickens, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Tri Lakes Tribune, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Tri Lakes Tribune; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 10/30/2024**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.

Kate Dickens

Kate Dickens
Sales Center Agent

Subscribed and sworn to me this 10/30/2024, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires June 23, 2026.

Karen Hogan

Karen Hogan
Notary Public
The Gazette

KAREN HOGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224024441
MY COMMISSION EXPIRES 06/23/2026

Document Authentication Number
20224024441-841894

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
TOWN OF PALMER LAKE

Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on Wednesday, November 20, 2024, at 5 PM at the Town Hall at 28 Valley Crescent, Palmer Lake, to consider an application for a master plan resubdivision of Lakeview Heights units 3, 4 and portion of unit 2, Palmer Lake. A recommendation will be made to the Board of Trustees on the same matter scheduled to be heard on Thursday, December 12 at 6 PM. A copy of the complete application can be obtained from the Town Clerk office, at 719-481-2953. /s/ Dawn A. Collins, Town Clerk

Published in the Tri-Lakes Tribune October 30, 2024

SVC | SENN VISCIANO CANGES P.C.

Charles E. Fuller
CFuller@sennlaw.com

December 5, 2024

Sent via FedEx Overnight to:
Board of Trustees
Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133

Sent via Email to:
Scotty P. Krob, Esq. (scott@kroblaw.com)
Town Attorney for Town of Palmer Lake
Krob Law Office, LLC
8400 East Prentice Avenue, Penthouse
Greenwood Village, CO 80111

Re: Request to Delay Consideration of Master Plan Approval for Lakeview Heights Re-Subdivision ("Lakeview Heights") at the December 12, 2024 Board of Trustees' Meeting, to Allow for Necessary Clarifications, Additional Conditions, and Amendments

Dear Board of Trustees and Mr. Krob:

I represent Kippan (Kip) Murray ("Murray") and his family, owners of Lot 9 in Block 2 of Unit 2, within the Lakeview Heights development, as well as the real property and residence immediately adjacent to this development along Star View Circle. Murray is also the former owner of the majority of the lots within Units 2 through 4 of Lakeview Heights. He previously sought to develop these properties but was impeded in his efforts due, in part, to a moratorium that prohibited the expansion of the local water district and restricted access to new water taps within Units 2-4. Moreover, Murray was required by the Town of Palmer Lake (the "Town") to provide a full-time public secondary access, a condition enforced by Town management and documented in multiple formal meetings with town officials over the course of several years.

Murray requests the Board of Trustees ("Board") postpone consideration of the Master Plan at the December 12, 2024 meeting. Additional time is needed for a comprehensive review and inclusion of critical clarifications, conditions, and/or amendments to the Master Plan for the proposed development project at Lakeview Heights.

Addressing the matters outlined below is necessary to ensure the proposed development adheres to all applicable legal, regulatory, and safety requirements. Postponing the meeting would facilitate a more thorough evaluation and safeguard the interests of Palmer Lake and its residents, thus preserving the integrity of the planning and approval process. Furthermore, delaying the meeting would mitigate the risk of exposing the development to additional regulatory scrutiny or potential legal challenge.

1. Completion of Roads

There is ambiguity and disagreement as to what roads need to be improved as part of the Master Plan. The Board ought to consider imposing a condition requiring the developer to complete infrastructure, including all primary access roads to the development site, prior to the commencement of any construction activities. Specifically, the roads—Star View Circle, Lake Avenue, Grant, Oakdale, and Cathedral—must be fully paved, operational, and compliant with relevant safety and accessibility standards before any vertical construction may begin.

The road system currently remains incomplete, particularly with respect to a critical missing 40 foot by 100+ yard section of roadway of Lake Avenue (see enclosed photos) situated on a 50-foot cliffside. This unfinished section directly contradicts fire safety requirements, which requires reliable and unobstructed access for emergency responders. Failure to complete this roadway section poses substantial risk to public safety.

The developer should be required to promptly submit detailed engineering plans for the completion of the roadways, including the missing section. These plans should demonstrate full compliance with all local, state, and fire safety standards and be subject to review and approval by the relevant authorities prior to any construction.

2. Further Consideration of Water Resources

The Water Resources Report (the "Water Report"), revised on October 2, 2024, paints a fairly dire picture of the Town's water resources for future development. The Water Report confirms that Ordinance 2018-16 prohibited the expansion of water infrastructure to Lakeview Heights from 2018 through June 8, 2023, and that Ordinance 14-2023 lifted the emergency declaration but nevertheless prohibits the sale of taps or provision of water service beyond the capacity of the Town's municipal water system.

The Water Report states that it is the opinion of Town Staff and GMS, Inc. Consulting Engineers ("GMS") that "up to 106 water taps are currently immediately available", which exceeds the 91 lots in the development. However and critically, the

Water Report acknowledges that "additional demand is anticipated to occur elsewhere within the Town simultaneously".

The Water Report identifies a "3-priority plan" for Town water infrastructure and improvements, but it is not at all clear that even if this plan is implemented, that it will significantly enhance the Town's water resources or ability to add taps for new development. Certainly the Water Report does not address what, if any, additional capacity will become available or do any type of analysis.

The Board ought to require the developer to commission an independent, comprehensive water study assessing the capacity and sustainability of the existing water supply. Of the available sources of water identified in the Water Report, it is believed that one of the backup wells is non-operational, while the other may be functioning at a significantly reduced capacity. However, this has not yet been fully verified.

Given the scale of the proposed development, it is essential that the Board verify that the water supply will be sufficient to meet the needs of both the new residents and any commercial establishments. A new water study should evaluate both immediate and long-term water demands and address potential impacts on the surrounding environment and existing water consumers. The study should also consider a plan for the restoration or replacement of the inoperative well. The Board ought to retain the right to approve or reject the study based on adherence to best practices in water resource management.

3. Developer's Financial Responsibility

While Section A.4. of the Master Plan states that "[t]he Developer agrees to provide appropriate collateral until the public improvements in A.1 are completed and accepted by the Town", the Board ought to require the developer to fully insure and bond the project to protect the municipality and its residents from potential financial liabilities arising from abandonment, delays, or failure to complete the development. These requirements should be set forth specifically in the Master Plan or in the Board's conditions to approval of the same.

It is imperative that the developer demonstrate adequate financial capacity and bonding before any permits are issued. These safeguards should remain in effect throughout the duration of the project to ensure that the Town is not exposed to future financial risks.

4. Emergency Fire Access

The Board ought to require or condition approval of the Master Plan on reinstatement of the previously approved emergency fire access, which was later denied following prolonged negotiations between El Paso County officials and the Town of Palmer Lake. *See* enclosed Letter of Intent from El Paso County. This emergency access must be incorporated into the first phase of construction, prior to the initiation of any residential or commercial building projects.

The position taken so far that only one point of access is required to the development because none of the roads dead end and instead form a circle ignores the reality that one point of access for 91 lots (47 in Phase 1 and 44 in Phase 2), combined with the 55 homes previously built and which utilize the same access on Oakdale to a public road, is not safe particularly in light of the area's elevated fire hazard. While requiring construction of sprinklers in newly constructed homes in Lakeview Heights is advocated as a potential solution, it ignores the fact that the previously constructed 55 homes do not have sprinklers and yet utilize the same road.

The November 15, 2024 memorandum ("Memorandum") issued by the Palmer Lake Planning Commission and associated staff incorrectly refers to a "single point of entry from Lake Avenue," when in fact, Oakdale Drive serves as the primary access point for both Lakeview Heights and the existing neighborhood adjacent to the proposed development. The safety implications of this mischaracterization should be considered.

The Memorandum also compares Lakeview Heights to the Forest View Neighborhood, which is misleading. The Forest View development has multiple access points and lower density, factors that significantly affect safety considerations for Lakeview Heights. These differences ought to be considered by the Board and corrected in the planning documents.

The absence of adequate emergency access threatens to not only violate fire safety regulations but could also jeopardize the development's compliance with El Paso County's fire safety requirements. The Board ought to consider and prioritize the reinstatement of this critical, second fire access.

5. Disclosure and Recusal for Conflicts for Appearance of Conflicts

In the interest of maintaining transparency and avoiding any conflicts of interest, any local government officials, Board members, or employees with a direct or indirect financial interest in the proposed development be recused from voting on or influencing the approval process.

Even the appearance of a conflict of interest undermines public confidence in the decision-making process and could expose the Town and its Board to potential legal challenges. To ensure impartiality, the Board ought to consider and implement safeguards that prevent undue influence from those with a vested interest in the outcome of the development.

Commissioner Amy Hutson should have been eligible to vote on the proposed development at the Planning Commission meeting on November 20, 2024. While Commissioner Hutson owns properties adjacent to Lakeview Heights, her recusal was not legally required. The Master Plan for Lakeview Heights excludes her properties from Phase I, and access to her properties will be via Star View Circle. Given these facts, her participation in discussions and decisions moving forward is consistent with her duties as an elected official. Therefore, my client believes that Commissioner Hutson should be eligible to vote on this matter moving forward.

* * *

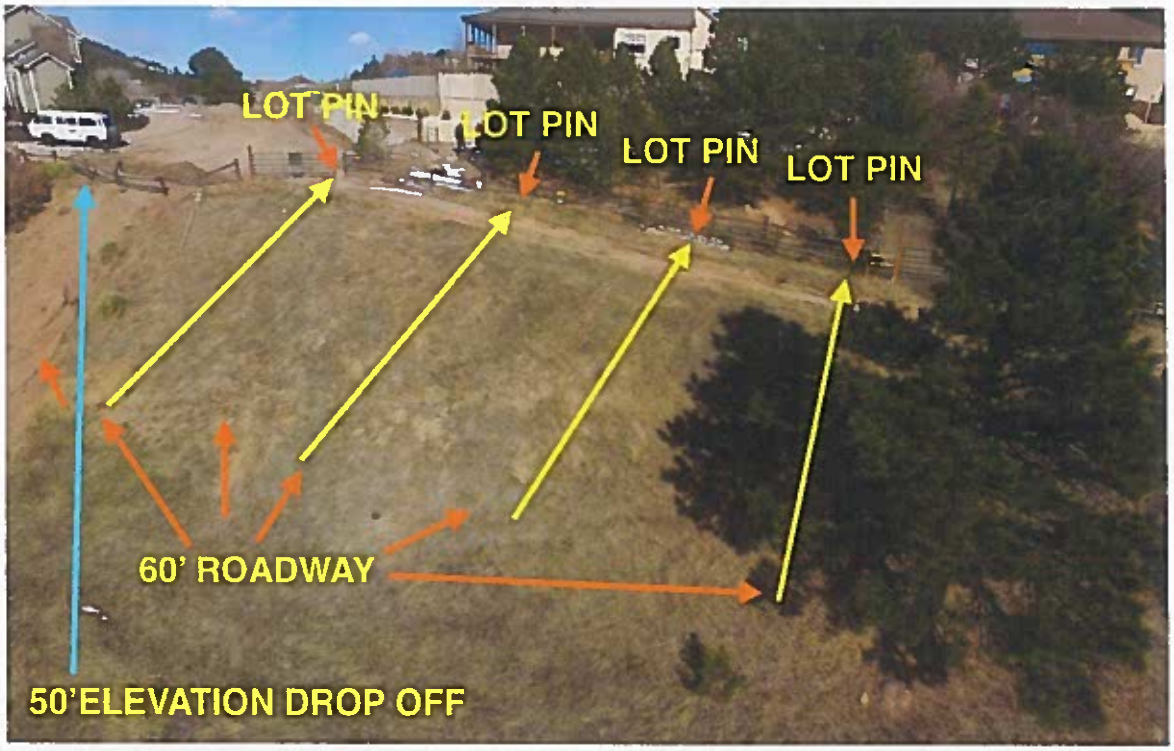
I trust the Board will prioritize the safety and well-being of Palmer Lake residents impacted by the Master Plan in its consideration of these concerns. These residents include Phase 2 owners and owners of land adjacent to Lakeview Heights. We believe that the requested clarifications, conditions, and/or amendments are essential to ensuring that the development adheres to all legal and safety requirements and that the interests of the community are properly protected.

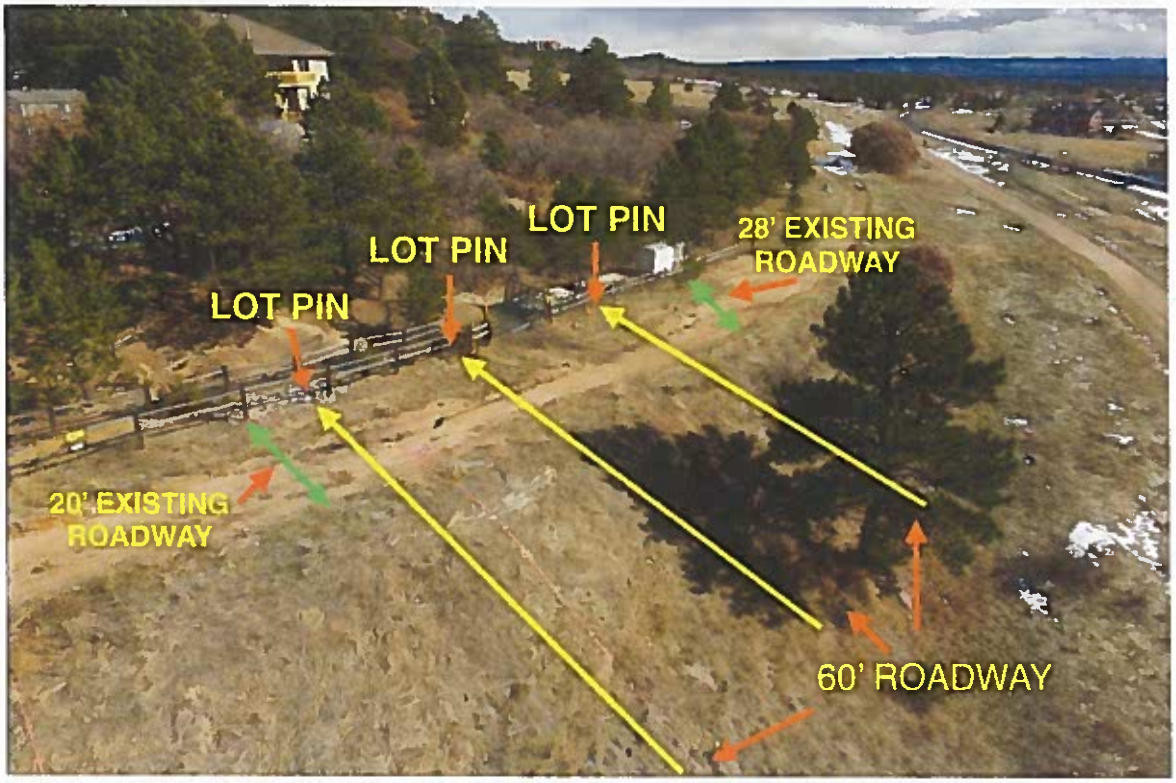
I appreciate the Board's prompt attention to these critical issues, which will take time to address hence the request to table or delay consideration of the Master Plan at the upcoming hearing on December 12.

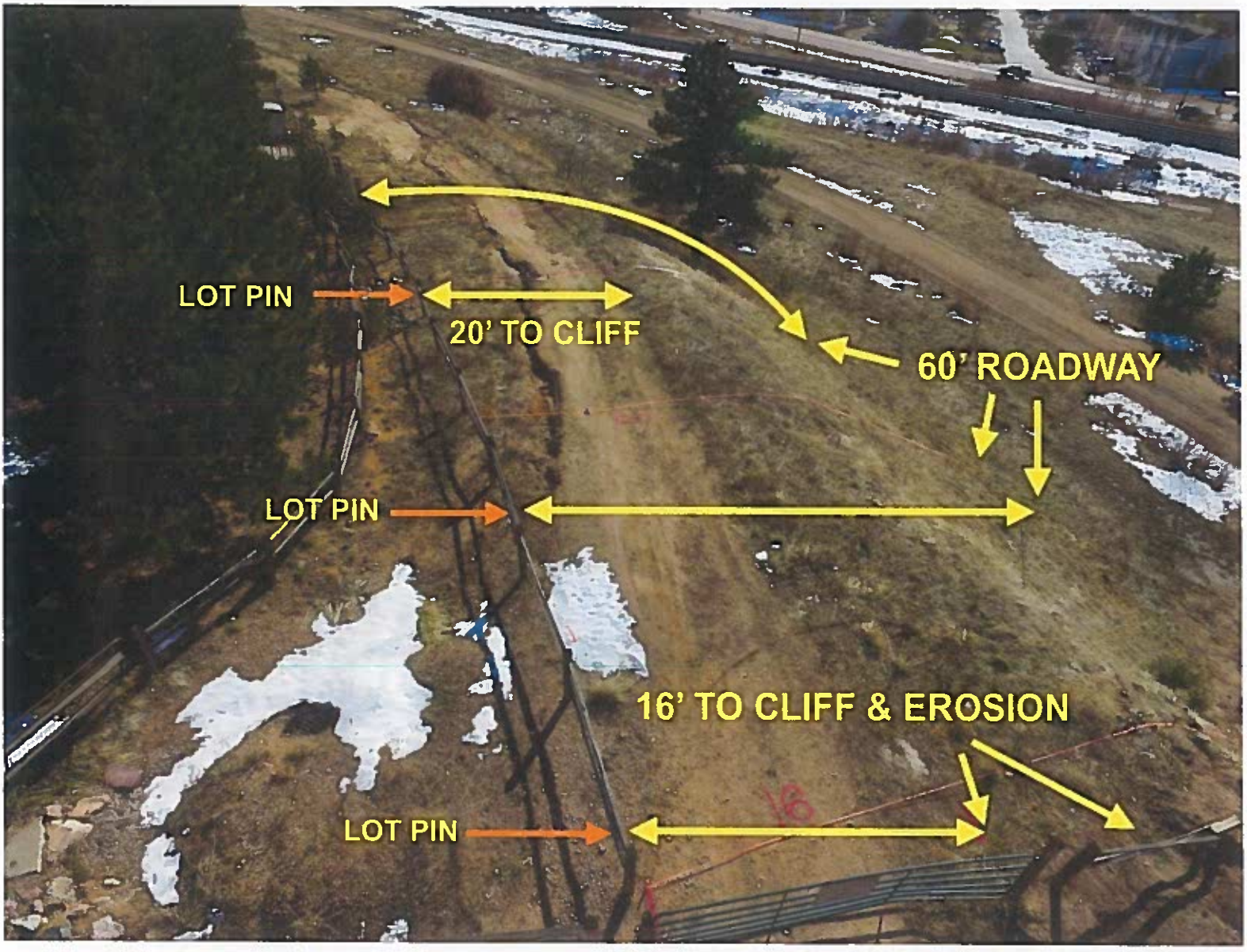
Very truly yours,

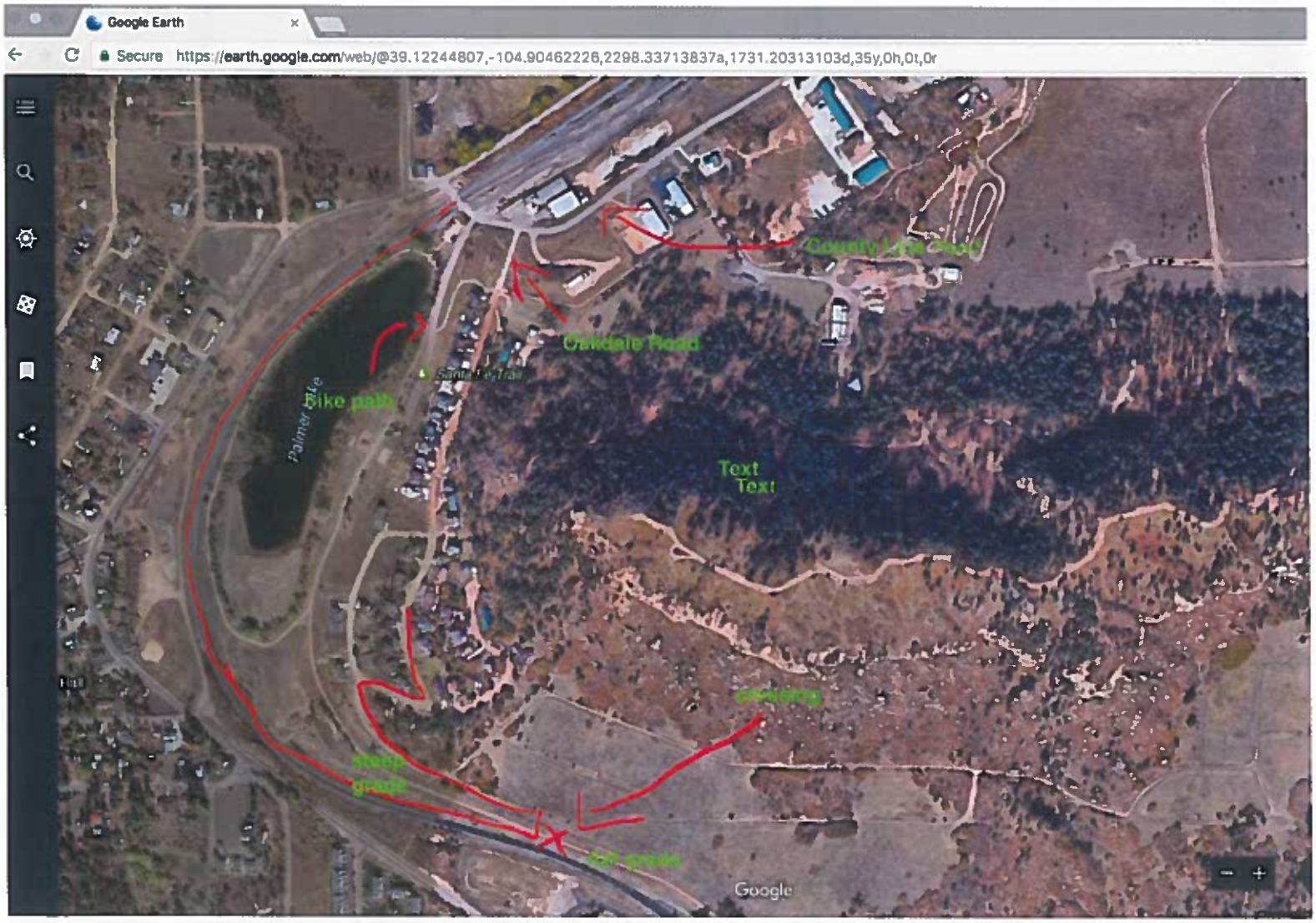
Charles E. Fuller

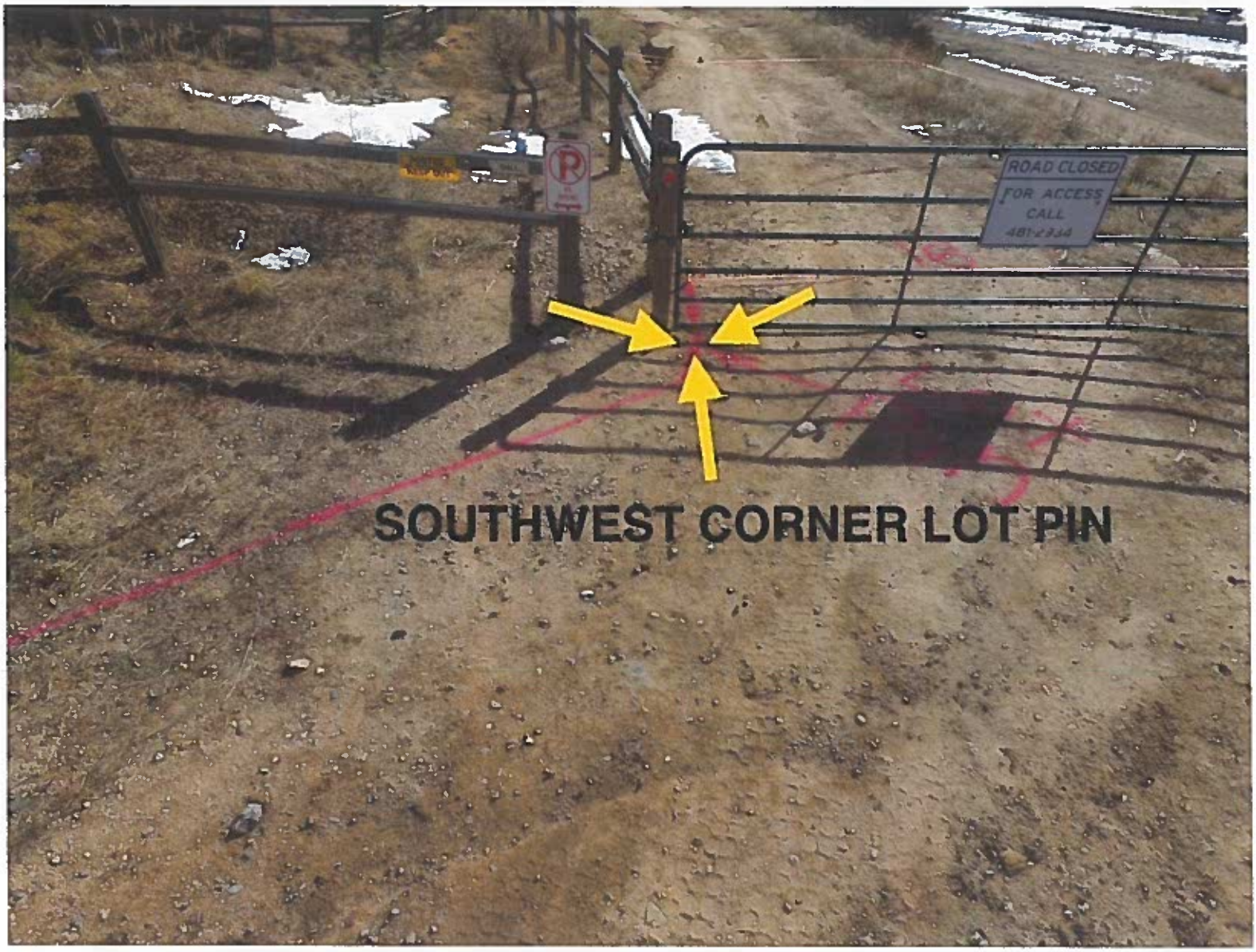
Encls.
cc: Mr. Kip Murray (kippan@me.com); Town Management and Board, at the following email addresses: ghavenar@palmer-lake.org; shball44@comcast.net; ticcaves@yahoo.com; ahutsontop|@gmail.com; atisjurka@msn.com; dawn@palmer-lake.org; jvincent@palmer-lake.org

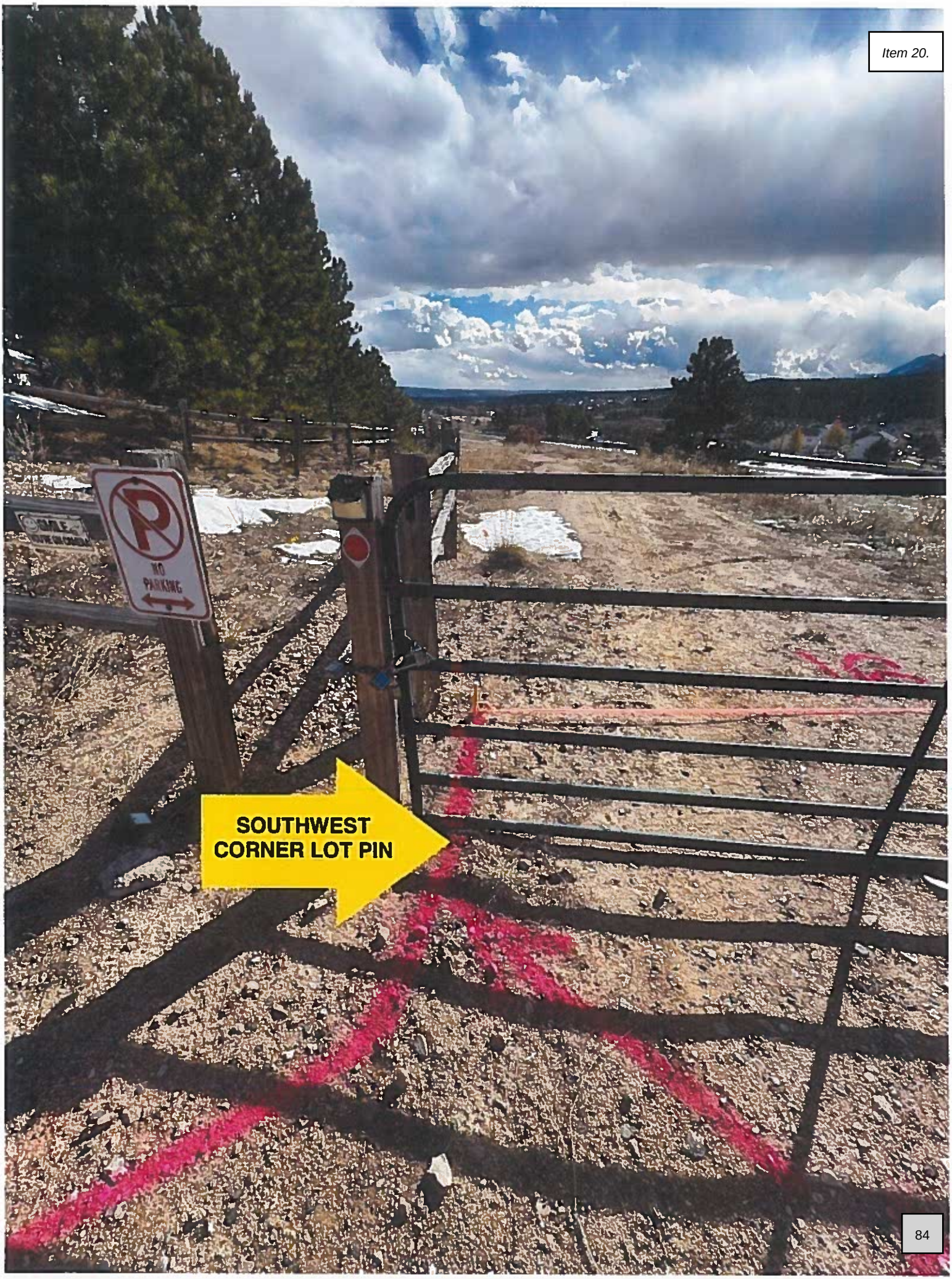

LOT PIN
LOT PIN
LOT PIN
LOT PIN
60' ROADWAY
50'ELEVATION DROP OFF


LOT PIN
LOT PIN
LOT PIN
28' EXISTING ROADWAY
20' EXISTING ROADWAY
60' ROADWAY


LOT PIN
20' TO CLIFF
60' ROADWAY
LOT PIN
16' TO CLIFF & EROSION
LOT PIN


Google Earth
Secure https://earth.google.com/web/@39.12244807,-104.90462226,2298.33713837a,1731.20313103d,35y,0h,0t,0r
County Line Road
Oakdale Road
Bike path
Palmer Ave
Text
Text
crossing
steep
grade
Google


ROAD CLOSED
FOR ACCESS
CALL
481-2334
SOUTHWEST CORNER LOT PIN


NO PARKING
SOUTHWEST CORNER LOT PIN

EL PASO COUNTY
COLORADO

COMMISSINERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
PEGGY LITTLETON
STAN VANDERWERF
LONGINOS GONZALEZ, JR.

COMMUNITY SERVICES DEPARTMENT

PARK OPERATIONS ~ PLANNING ~ CSU EXTENSION ~ COMMUNITY OUTREACH
ENVIRONMENTAL SERVICES ~ VETERANS SERVICES ~ RECREATION/CULTURAL SERVICES

August 4, 2017

Cathy Green
Town Manager
Town of Palmer Lake
42 Valley Crescent, PO Box 208
Palmer Lake, CO 80133

Subject: **New Santa Fe Regional Trail Emergency Access Request**

Ms. Green,

In April 2017, a resident of Lake View Heights, Kip Murray, approached El Paso County Parks to request an emergency access crossing of the New Santa Fe Regional Trail (NSFRT), near Palmer Lake and the Lake View Heights community. At that time, Parks staff met with Mr. Murray at the proposed crossing near Lake View Heights and discussed various trail crossing options. The attached map shows potential emergency access routes in relation to the NSFRT, the Burlington Northern and Santa Fe Railroad corridor, and the surrounding community.

El Paso County Parks looks forward to working with the Town of Palmer Lake and the Palmer Lake Volunteer Fire Department to continue to our discussions regarding emergency access across the NSFRT, thus providing for greater ingress and egress in the event of an emergency. When the plan is finalized, Parks staff will consult the County Attorney's Office to draft the appropriate legal mechanism for consideration.

Please feel free to contact Ross Williams, El Paso County Park Planner, at 719-520-6984 or rosswilliams@elpasoco.com if you have any questions or concerns.

Sincerely,

Tim Wolken
Director
El Paso County Community Services Department
timwolken@elpasoco.com

cc: Tara Berreth, Palmer Lake Town Clerk

200 S. CASCADE AVENUE, SUITE 100
OFFICE: (719) 520-7276
WWW.ELPASOCO.COM
COLORADO SPRINGS, CO 80903
FAX: (719) 520-6397


Trailhead Parking Lot
New Santa Fe Regional Trail
Lake View Heights
Possible Emergency Access
PAGET ST
COUNTY LINE RD
LANDSDOWNE ST
GRANT AVE
SCENIC VIEW CIR
CATHEDRAL DR
CAROL DR
LAKE AVE
SOUTH VALLEY RD
BOUNDARY RD
KENT ST
SPRING ST
HWY 105
Emergency Access Route
New Santa Fe Regional Trail
Railroad
Parcels
EPC-Owned Park Area
~ New Santa Fe Regional Trail ~
Emergency Access Proposal
Scale - 1:2,500
Feet
100 50 0 100 200 300 400 500 600 700
EL PASO COUNTY PARKS

Dawn Collins

From: Kathy Allen <kallen75@aol.com>
Sent: Tuesday, December 3, 2024 4:14 PM
To: Dawn Collins
Subject: Email to pass along to TC and PC committee members

----------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.----------

Thank you for forwarding my email to the mayor and council members prior to the next meeting.

I am writing this email to share my concerns about the development proposal for Lakeview Heights Subdivision Units 2-4. I am opposed to the approval of this development. The Planning Commission heard the proposal at their Nov 20th meeting. The residents that attended the meeting made very good and thoughtful comments about the development and how it might affect them and the town. I hope Town Council members have listened to the meeting recording and have heard the comments from residents. The developer did not answer many of the questions that were brought up and I feel that more time should be given to this important topic. I am not sure why the Planning Commission moved this along to the Town Council since so many questions were not addressed. Since the Buc EE's annexation discussion is also scheduled for the Dec 12th Town Council meeting I am afraid the Lakeview Heights Subdivision proposal will not be given the time it deserves.

I have lived in Palmer Lake for many years and I know that proposals have been submitted for the undeveloped Lakeview Heights Filings several times over the years. **The Town has always responded to these proposals stating that with only one access point to get in or out of the development, they would NOT consider approval. Another access has never been obtained.** The existing infrastructure that is currently in place does not support adding several hundred homes. **Nothing has changed so why would this development be allowed to move forward now?**

These are the reasons I believe this development proposal should be denied:

1. Emergency access & public safety are the most important reasons I believe the Town Council should deny this proposal. I understand that sprinklers would be required in the new homes that would be built (for fire suppression) but I do not understand how the fire chief could support this proposal. If the train is blocking County Line Road any emergency vehicles would need to come from the East. This could create a dangerous situation. One resident at the PC meeting indicated that the existing right of way to access this new development is only 16' wide. There are homes/fences built very close on either side of the existing right of way. Any evacuation that might be required due to fire or a train accident could be life threatening. I believe we have fire codes that show that the access for this development does not meet the requirements. If you consider the number of cars and trucks that would enter/exit on a daily basis it would be overwhelming for the existing residents and infrastructure.

This recent court hearing sounds like a similar situation as what we are facing. Here is a link to the article: https://gazette.com/news/judge-sides-with-resident-over-developers-in-fire-evacuation-lawsuit-fight-with-el-paso-county/article_f2a0732e-ae71-11ef-ab80-9b1df3a38deb.html

2. The developer does not own all the lots that are proposed in this development. Right now lot owners are paying property taxes for undeveloped land that is only a few hundred dollars a year. Once

developed, the vacant land taxes will increase to a much higher amount. Besides the higher property taxes, what will the cost be to individual lot owners for the improvements? This has not been addressed. The developer at first said there would be only one builder who will be allowed to build in this area. At the meeting he said there would be 4 builders. What happens if an individual lot owner has their own builder, or if they choose to build their own home? How can the developer dictate this if they don't own the lot?

3. Adding so many homes will put a huge strain on town services and our water supply.
4. Where are the open spaces, a connection to Santa Fe Trail and parks that are planned for this area? There is nothing on the proposed plat.

Thank you for your consideration.

Kathy Allen

Email
colin.lafever@gmail.com

Subject
No to 99 homes

Question/Comment
I as a life long resident do not support this action of adding nearly 100 new homes to Palmer lake!
1- as most people find Palmer lake the small charm town in the mountains we would only be expanding closer and closer to monument! We do not want our beautiful small town to be ruined by brand new homes!!
2- HWY 105- is not big enough to add additional traffic on what is already a congested area at times.
3- When can we just say no. We don't need more tax revenue we don't need our schools over loaded we don't need to ruin the small community we have!

Give the public what they want and no more building in palmer lake!

The results of this submission may be viewed at:
https://www.townofpalmerlake.com/admin/structure/webform/manage/general_contact/submission/356

Dawn Collins

Subject: FW: Web Contact Form: Ben Lomand / neighborhood

From: Town of Palmer Lake <noreply@civicplus.com>
Sent: Wednesday, November 20, 2024 11:35 AM
To: Tish Torweihe <tish@palmer-lake.org>
Subject: RE: Web Contact Form: Ben Lomand / neighborhood

----------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.----------

Submitted on Wed, 11/20/2024 - 11:35 AM

Submitted by: Anonymous

Submitted values are:

First Name
Kellie

Last Name
Currie

Email
Amothersreflection@hotmail.com

Subject
Ben Lomand / neighborhood

Question/Comment
Please do not allow continued building of houses on the south side of Ben Lomand.
Many reasons:
*Impact of traffic on highway 105= dangerous
*Water usage for new homes= problem
*The cost of fire support, storm pipes, upkeep, roads,
Maintenance are too much and would put too much demand on our current departments/services
*Overcrowding is NOT Palmer Lake mission
* High density neighborhoods are not in town plans
*Open Space is HIGHLY valued here

The results of this submission may be viewed at:

Dawn Collins

From: Mike Beeson <beeson.mike@gmail.com>
Sent: Tuesday, November 26, 2024 1:19 PM
To: Glant Havenar; shball44@comcast.net; tlccaves@yahoo.com; Amy Hutson; atisjurka@msn.com; Dennis Stern; Dawn Collins; John Vincent
Subject: Questions Re: PL Fire Chief's Nov 15, 2024 Letter Considering Lakeview Heights Subdivision Master Plan

----------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.----------

Good afternoon all, I'm sending this letter to all current and newly elected BOT members, Fire Chief Vincent, Ms. Dawn Collins and BOT Member/Mayor Havenar. Can you please address the following questions regarding Chief Vincent's Nov 15, 2024 letter (attached). My preference would be a written response to each question prior to the scheduled Dec 12, 2024 BOT meeting.

1. In the letter, Chief Vincent (hereafter "Chief") implies he had a discussion with the applicant as written: *"During discussions with the applicant..."*

Question: Was this meeting sanctioned/approved by the Town? If so, please provide a relevant town ordinance that allows a non-elected town employee to enter into discussions with the applicant.

Question: Can you please provide the meeting minutes of their discussions for examination? Please include all attendees, date(s), time(s) and location(s) of the Chief's discussions with the applicant.

2. In the letter, the Chief indicates *"...upon my last review of the Lakeview Heights documents, two points of egress cannot be met,..."*

Question: What engineering documents/studies is the Chief basing this on? Please provide relevant engineering documents he relied upon for examination.

Question: Did the Chief contact BNSF, surrounding landowners, El Paso County and/or any other entity that could be involved in such a discussion; did he even ask (other than the applicant) if a 2nd access is possible? Please provide all written correspondence the Chief used to ascertain that "two points of egress cannot be met..."

3. In the letter, the Chief opines: *"It is my understanding that the applicant meets the Exceptions laid forth in the following Code Section D107.1, thus allowing this subdivision as proposed."*

Question: Which SPECIFIC exception(s) is he referring to? Without specificity or justification, his letter, as written, is clearly without merit and should not be used as a basis for applicant to be excluded from providing a 2nd fire apparatus access road. Please provide his analysis and specific conclusion from the exceptions listed in his letter:

Exception 1? (Does not apply because there are existing homes on the single access road, Oakdale Dr., that do not have sprinklers.)

Exception 2? (Does not apply because no roads proposed in the subdivision will connect with future access/egress routes.)

Exception 3 has 5 possible reasons:

Reason 1? "…when they (2 separate roads) are not possible due to location on property"

Reason 2? "...not possible due to topography"

Reason 3? "...not possible due to water ways"

Reason 4? "...not possible due to non-negotiable grades"

Reason 5? "...not possible due to reasons 1-4 or similar"

4. **Question:** What Fire Apparatus access point is the Chief using in his argument? There is only ONE Single Fire Apparatus access road into the development, and that is NOT Lake Ave as I fear the Chief is advocating. The only way out of Lakeview Heights (existing and proposed) is via Oakdale Dr., turning left or right onto County Line Road. Moreover, based on the application, I believe the applicant is also, oddly trying to argue the proposed access to the subdivision is Lake Ave. Fire/EMS vehicles cannot at this time access the existing or proposed homes of Lakeview Heights without first entering via Oakdale Dr.

5. The applicant cites IFC D107.1 Exception 1 (Sprinklers) to waive the 2nd access in his master plan application—again this does not apply because there are existing homes on the single access road, Oakdale Dr., that do not have sprinklers.

Question: Is the applicant suggesting Lake Ave is the entrance into the proposed development? Based on this submission, the application should have been returned without action by the town.

Question: Why did the Chief provide the applicant with an exception not specifically asked for by the applicant?

6. **Question**: Does the Chief and TOPL realize that his letter provides the current applicant, and all future applicants, with a clear path to build as many homes as physically possible with only one access road?

7. **Question**: If this application is approved IAW the Chief's letter, why is the Chief allowed to diminish the safety of current and future residents while providing material benefit to the applicant? The applicant clearly has the right to develop, but not at the expense of the town and residents.

8. **Question**: Does the TOPL and the Chief realize there are other reasons requiring an evacuation of the proposed new subdivision and existing homes? For example, a disabled BNSF train emitting harmful chemicals would trap residents—under the Chief's and Applicant's plan of "Shelter in Place with Sprinklers" and only one exit, trapped residents could possibly perish waiting in their homes or waiting to evacuate if they chose to. Potential future homeowners must be made aware of these dangers.

9. **Question**: Would the addressees to this letter purchase a home, or encourage loved ones to purchase a home in the future development knowing there is only one entrance/exit point? If not, please don't impose the risk on us who already live here.

10. I urgently encourage all addressees to this letter to visit the proposed subdivision site BEFORE the next BOT meeting, paying close attention to the width of Oakdale Dr. while envisioning a panicked evacuation of hundreds of vehicles whether it would be due to a fire, chemical spill or other Hazardous Material event. Please

keep in mind the Chief stated in a public forum regarding a grass fire, (Ref video of the Nov 20, 2024 TOPL Planning Commission Meeting) that no evacuation would be necessary and that he could access the new subdivision with his assets during a crisis. He did not address the chemical spill or Hazardous Material scenarios.

11. I propose delaying the scheduled Dec 12, 2024 BOT meeting until these questions can be clarified. We all need to find a way to allow the applicant his building rights, without imposing his costs, hardships, and diminished safety on TOPL citizens.

12. I've attached my repeated email attempts (Oct 15, 16 and 21, 2024) to clarify this situation with the Chief, and he only responded to one email with a 75-page reference and no help with my specific question. Moreover, please note in the first email has asks me why I would need to evacuate during a catastrophic wildfire! I personally witnessed the Waldo Canyon evacuation, and the fire was INDISCRIMINATE; the blowing embers didn't pay attention to mitigation attempts, and that is why my family and I WILL evacuate. When asked for more specifics in two subsequent emails, he failed to respond to this resident's requests.

Respectfully submitted,

Mike Beeson

Oakdale Dr., Palmer Lake

EMAIL 1 of 3

Re: Wildfire Egress Code For Palmer Lake Residents on Oakdale Dr.

Inbox

jvincent@palmer-lake.org

to me, Dawn

Mr. Benson,

If a new development meets or exceeds a number of homes, then a home sprinkler system is required if only one point of egress is available. I believe your current address is within an area with one point of egress and I don't think the sprinkler requirement was in effect at the time, is your home sprinklered? The potential new development is in a grass fuel model and the "Oakdale" area is in a limited woodland model based upon the current non-Firewise landscaping that is now in place.

If you manage your property/neighborhood to reduce the fuel of a catastrophic wildfire, why would you need to evacuate?

I have included a link to the current TOPL fire code amendments from the International Fire Code-2015 approved by the town trustees.

https://www.townofpalmerlake.com/media/11781

Please let me know if you would like to meet at your place of residence to discuss further?
John

John L. Vincent
Chief
Palmer Lake Fire Department
12 Valley Crescent / PO Box 208
Palmer Lake, CO. 80133
Off: 7194812902
Fax: 7194889305

From: Town of Palmer Lake <noreply@civicplus.com>
Sent: Tuesday, October 15, 2024 11:10 AM
To: John Vincent <jvincent@palmer-lake.org>
Subject: Wildfire Egress Code For Palmer Lake Residents on Oakdale Dr.

----------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.----------
Name: Mike Beeson
Email: BEESON.MIKE@GMAIL.COM

Message: Good morning, I live at 136 Oakdale Drive/PL and understand there is an application to be reviewed by the planning commission on Wed, Nov 20th regarding a new subdivision South of Ben Lomand. My concern is I believe the only ingress and egress to the proposed subdivision will be via Oakdale Dr. Can you please tell me what statute/code/law covers how many private dwellings can be occupied given a single wildfire evac road? I believe there is a provision that if the new homes are fully sprinkled from within, that it changes the numbers, but that does not help us residents currently residing here. Thanks very much! Mike Beeson 719-651-9858

EMAIL 2 of 3 (NO RESPONSE FROM CHIEF VINCENT)

Re: Wildfire Egress Code For Palmer Lake Residents on Oakdale Dr.

Mike Beeson <beeson.mike@gmail.com>

to jvincent

Hi John, thanks for the info and link. I guess I was wondering if a forest fire originating on Ben Lomand was coming our way with embers and such, and we are all ordered to evacuate, wouldn't the several hundred cars (including those from the new development) cause a dangerous bottleneck through our small neighborhood with one egress route? Whether a house is sprinkled or not would be a moot point in this situation....

Best regards,

EMAIL 3 of 3 (NO RESPONSE FROM CHIEF VINCENT)

Re: Wildfire Egress Code For Palmer Lake Residents on Oakdale Dr.

Mike Beeson <beeson.mike@gmail.com>

to jvincent, Dawn, James, Jennifer

Hi John, I reviewed the link you sent but I'm confused about the applicability to the proposed subdivision.... With one entry/exit (Oakdale Dr), how many houses can use the single egress in a wildland fire. For example, if 100 houses are added in the subdivision, does that exceed the number of cars allowed to try to evacuate at once? I simply don't want to be in a traffic jam with hundreds of cars on our dirt road if we have to evacuate. I witnessed the evacuation of Rockrimmon years ago and we need to understand this fully before the upcoming planning meeting. Thanks very much!

Mike

Chief Vincent's Nov 15, 2024 Letter

November 15, 2024
TO: Town of Palmer Lake Planning Commission
FR: John Vincent, Fire Chief
RE: Consideration of Lakeview Heights subdivision Master Plan
During discussions with the applicant and upon my last review of the Lakeview Heights documents, two points of egress cannot be met, and the developer will install fire sprinkler systems in the homes to be built.
It is my understanding that the applicant meets the Exceptions laid forth in the following code Section D107.1, thus allowing this subdivision as proposed.
Per the International Fire Code 2015 and reference Town of Palmer Lake Ordinance 6-2021:
Section 907.2.25. One and Two-Family Dwellings in Wildland Urban Interface. Where specifically required on the approved development plan, one-and two-family dwellings (R3) occupancies located in wildland urban interface overlay, shall comply with Appendix K, in addition to other requirements of this code, or as identified on the approved development plans.
Section D107.1. One or Two Family Dwelling Residential Developments. Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.
Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units *are* equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

3. The fire code official is authorized to modify the requirement of two separate and approved fire apparatus a[illegible] roads, when they are not possible due to location on property, topography, water ways, non-negotiable grades or similar.

JV

Nov 13, 2024

Ladies and gentlemen of the Palmer Lake Planning Commission and Board of Trustees,

While I believe private citizens should be able to develop their own properties according to existing codes, it should not be, however, at the expense of the town, residents, or public safety. The current application for development of Lakeview Heights by Sepp & Affiliates appears to disregard this important principle in many ways.

I respectfully request Palmer Lake Planning Commission members address the following issues at the upcoming Nov 20th, 2024, hearing on the proposed Lakeview Heights Master Plan

Thank you,

Mike Beeson
136 Oakdale Dr.
Palmer Lake, Co

INTERNATIONAL FIRE CODE SECTION D107.1 REQUIREMENT FOR TWO FIRE APPARATUS ACCESS ROADS

Applicant misleadingly implies that only a single public fire apparatus access road (Oakdale Dr.) is required since he intends to install sprinklers on Phase 1 homes. This, however, is not compliant because the code requires that if there is a single access road ALL homes on it must be sprinkled.

He fails to acknowledge in his application that there are existing homes accessed via Oakdale Dr. that do not have sprinklers, which triggers a requirement for a second public fire apparatus access road—he cannot just ignore these homes. It is simply unconscionable to propose only one exit—I would have hoped the applicant cared more about human life than profits. (Both the Applicant's very paraphrased and misleading wording of Section D107.1, and the actual Section D107.1 are listed below in the reference section.)

Does the Town of Palmer Lake intend to disregard, circumvent or otherwise ignore the provisions of International Fire Code Section D107.1 in favor of providing profit to the Applicant at the expense of public safety?

TOWN OF PALMER LAKE ORDINANCE 8-2024 REQUIREING TWO FIRE APPARATUS ACCESS ROADS

In addition to Section D107.1, above, on July 25, 2024, the Town of Palmer Lake Board of Trustees passed Ordinance No. 8-2024, regulating the subdivision of property within the town.

Within the Ordinance, there are no less than 3 additional requirements for a second public fire apparatus access road, all which apply in this case. (Ordinance No. 8-2024 relative excerpt listed below in the reference section.)

Does the Town of Palmer Lake intend to disregard, circumvent or otherwise ignore the provisions of Ordinance No. 8-2024 in favor of providing profit to the Applicant at the expense of public safety, regardless of when the application was first filed?

WILDFIRE AND CHEMICAL SPILL EVACUATION

The proposed use of sprinklers to alleviate the requirement for a second access road is concerning given the geographic location of Palmer Lake. The Applicant notes that the new subdivision is designed as a Firewise community that will ALLOW RESIDENTS TO SHELTER IN PLACE during a wildfire.

This is simply another attempt to confuse the issue—nobody can reasonably be expected to remain in their homes as a firestorm such as Waldo Canyon comes upon them—or similarly a chemical spill caused by train derailment—they will join the vehicle evacuation. The sprinkler system is a dedicated water tank in each home and once exhausted leaves the system without immediate water —this system is generally designed to give the occupants time to evacuate.

The development of a neighborhood with 150+ homes with only one proposed exit route via Oakdale is simply too much of a risk for our citizens. I, like many of you personally witnessed the horror of Waldo Canyon evacuation through the Rockrimmon housing area, (link below to a Gazette article) and thank goodness there were multiple egress routes, unlike this Lakeview Heights proposal.

What is the town's plan for the evacuation of the expanded Lake View Heights neighborhood in the event of a train-borne chemical spill or overwhelming wildfire with only one proposed evacuation route? If the assumption is that the residents of the new homes are to shelter in place, how will the town ensure the residents of the new do so while the residents of the existing (un-sprinkled) neighborhood are allowed to evacuate?

PAVING OF ROADS

The Applicant's Letter of Intent states his promise to pave Oakdale Dr. from County Line Road only to Grant, then to Lake and Cathedral to Carol (file lakeviewheights_letter_of_intent_4thsubmittal.pdf).

If this is true, how can we be guaranteed that heavy construction traffic, plus new residents won't detour past Grant when it is congested and continue along the dirt portions of Oakdale and Star View Cir to access/depart from the new subdivision.

Applicant can surely not guarantee all traffic destined for the new subdivision will only use the paved roads. Applicant needs to fully pave/gutter Oakdale and Star View Cir. Moreover, given

the current amount of erosion at the intersection of Lake Ave and Star View Cir, if applicant leaves Star View Cir unpaved, significant erosion and possible undermining of the paved surface on Lake must be considered as a future, significant cost to the town of Palmer Lake. (Photo attached)

Has Applicant proposed an escrow account (funded by Sepp and Affiliates) to reimburse the town of Palmer Lake for future dirt road damage that is inevitable due to his failure to pave/gutter?

SHORING UP EROSION/PLAN TO PROVIDE RETAINING STRUCTURE WHERE LAKE AND CATHEDRAL INTERSECT

I am unable to locate any discussion in the application about how the applicant plans on preparing the road surface where Lake Ave will intersect with Cathedral Ave. The attached photos are taken from the Santa Fe Trail below the intersection, and one on top of the grade. You will notice significant erosion that continually needs to be repaired by the city.

How will applicant reinforce/shore up this section without impacting the Santa Fe Trail—this appears to require the equivalent of a highway exit abutment, for example—what is his plan?

TRAFFIC IMPACT STUDY

Are we prepared to have heavy construction traffic (and later over 1,000+ vehicle trips per day) transit through Hwy 105, County Line and ONLY Oakdale for years to come? The Traffic Impact Study (TIS) admits that traffic down Oakdale Drive would be expected almost to quadruple due to this development, with delays at Oakdale and County Line increasing slightly.

However, there is absolutely no mention in their study of the projected impacts on delays and backups south on Hwy 105 and North on County Line caused by heavy BNSF rail traffic and the new development traffic. A second access road to the new development would alleviate these problems.

What is Applicant's plan regarding a study to include the inevitable impact of train delays? What happens when the new development eventually swells to greater than 170 homes? Plan?

DRAINAGE STUDY

I was unable to find in the applicant's study ANY mention of drainage systems for Oakdale Dr., Grant /Lake Ave, or Star View Cir.

What is the applicant's plan?

WHAT HAS CHANGED FROM PREVIOUS DEVELOPER APPLICATIONS

Finally, with respect to the standing requirement for 2 fire access roads, what has materially changed over the years that prevented other persons from developing the same property when they owned it?—NOTHING. I fear that approving this application as presented not only creates a significant evacuation threat to all residents but also opens the town up to litigation for damages to prior applicants.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

REFERENCE MATERIAL:

Applicant's wording from their Lakeview Heights Master Plan document
(lakeview_heights_master_plan_10.28.24.pdf):

> **Section 11. "PER INTERNATIONAL FIRE CODE (SECTION D107.1.), IF SPRINKLERS ARE PROVIDED, A SECOND POINT OF ACCESS IS NOT REQUIRED. IT IS THE APPLICANTS' INTENT TO INCLUDE SPRINKLERS IN ALL NEW HOMES WITHIN PHASE 1.** ANY LOT OWNER/BUILDER IN FUTURE PHASES WHO FAILS TO COMPLY WITH THIS PROVISION AND THUS TRIGGERS THE REQUIREMENT FOR A SECONDARY ACCESS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS, CONSTRUCTION, AND APPROVALS ASSOCIATED WITH SUCH SECONDARY ACCESS."

The following is the complete wording to section D107.1:

> **D107.1 One or Two Family Dwelling Residential Developments.**
> Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.
> **Exceptions:**
> 1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units *are* equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
> 2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
> 3. The fire code official is authorized to modify the requirement of two separate and approved fire apparatus access roads, when they are not possible due to location on property, topography, water ways, non-negotiable grades or similar

Town of Palmer Lake Ordinance No. 8-2024

An ordinance amending and replacing in its entirety Title 16 of the PL municipal code governing and regulating the subdivision of property within the town. Signed July 25th, 2024.

16.40.040 Access and Dedication

(b) Access Requirements

2. The size, configuration and number of proposed access points serving the subdivision shall reasonably account for future development of adjoining and surrounding parcels of land, and conform with the following requirements:

d. Conform with access requirements of the current adopted versions of all other applicable codes, including the local fire code.

e. Provide adequate egress for the subdivision in case of emergencies or evacuations

f. ii. A street having a total length equal to or greater than 500 feet from the centerline intersection of the intersecting street must provide a minimum of two (2) access points. (Oakdale, Lake, Cathederal)

f. iv. A street which is fronting and providing access to 25 lots or more must provide a minimum of 2 access points.

f. v. Requirements of the number of access points dictated by any other current local codes, such as the local fire code, shall also apply, with the most stringent (largest number of access points) requirement being met.

Waldo Canyon Fire Evacuation

https://gazette.com/news/waldo-canyon-fire-hell-in-the-rearview-mirror/article_132db048-f79c-5864-b7e0-31c4459fe336.html



Figure 1: Waldon Canyon Fire evacuation from Rockrimmon neighborhood 2012

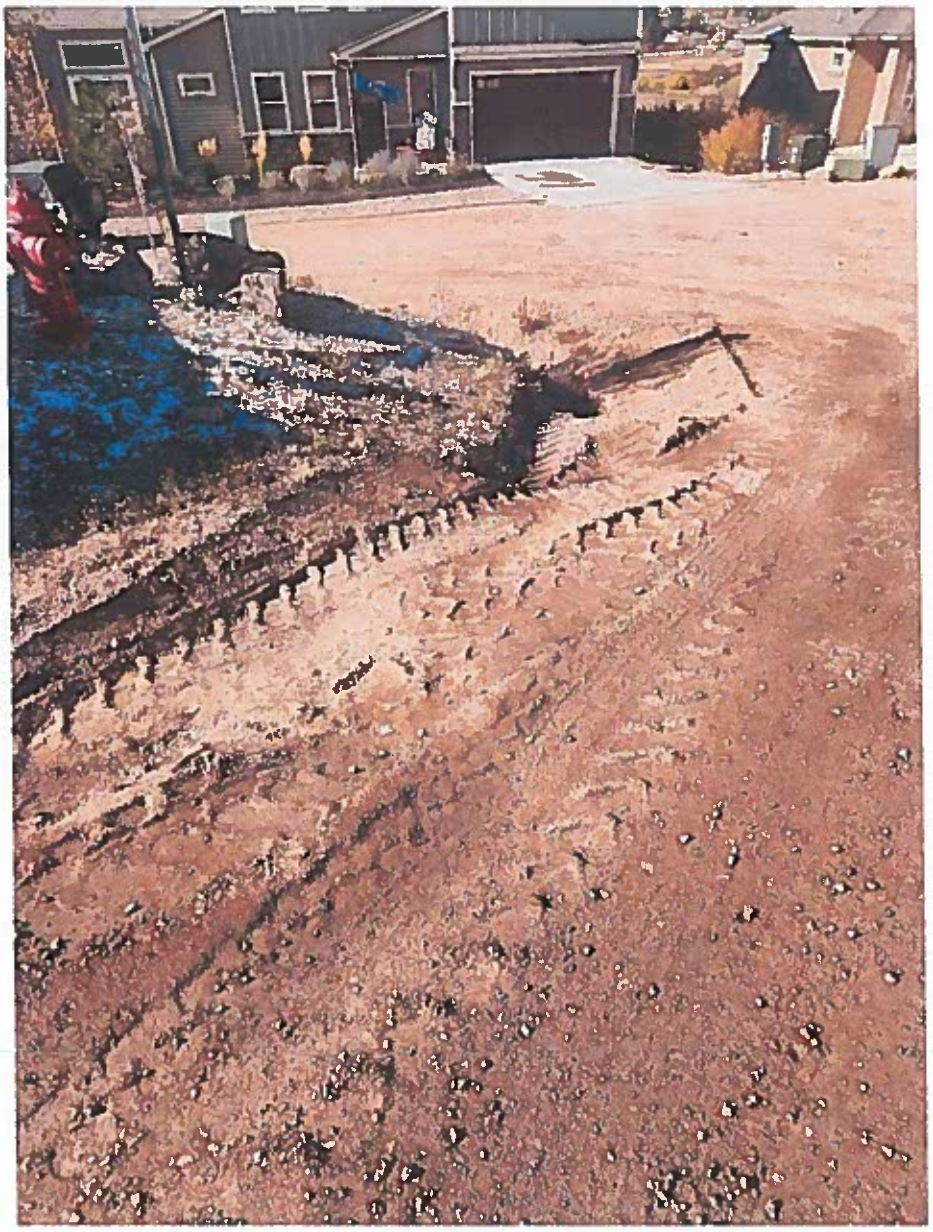


Figure 2: Intersection of Star View Cir and Lake Ave after 4-ft-deep hole filled by TOPL

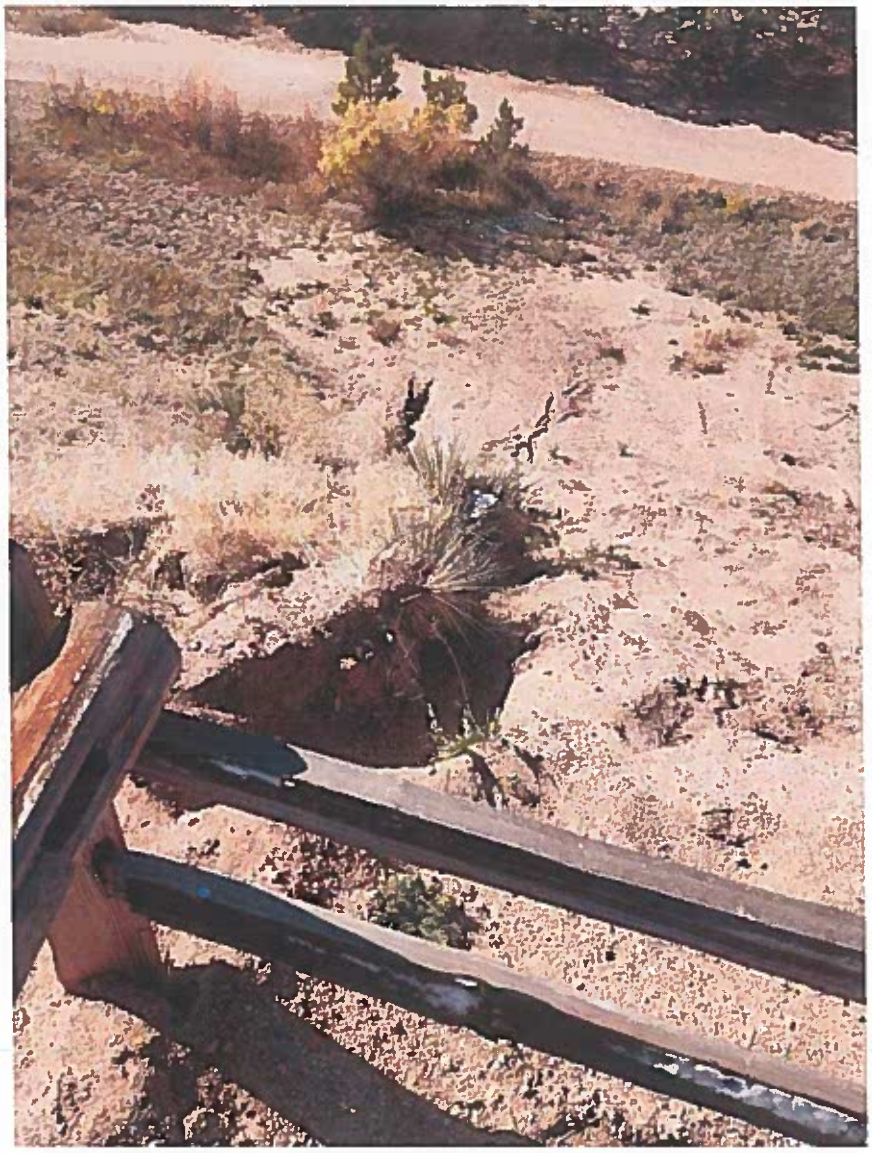


Figure 3: Intersection of Lake Ave and Cathedral, taken from above Santa Fe Trail Nov 3, 2024



Figure 4: Erosion below the intersection of Lake Ave and Cathedral Ave after a rainstorm, taken from the Santa Fe Trail May 15, 2024

ZENDEJAS LAW
WHEN RESULTS MATTER

5225 N Academy Blvd. Suite #301
Colorado Springs CO 80918
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January 6, 2025

Town of Palmer Lake Board of Trustees,
Mr. Scotty P. Krob, Palmer Lake Town Attorney, c/o
Dawn Collins, Town Manager via email @ Dawn@Palmer-Lake.org

Dear Ms Collins,

By way of introduction, I represent approximately two dozen interested parties and neighbors who have been watching the approval process for the Lakeview Heights Re-Subdivision ("LH"). We have been able to look at several documents for the Application and all three submittals of for the Lake View Heights subdivision application, through all three submittals for units 2, 3, & 4, as well as the memo submitted by the Applicant, Sepp & Affiliates, with the original application date of July 2024. We have also been able to look at miscellaneous correspondence, including a memo from Mr. John Vincent, Fire Chief, as well as Mr. Charles Fuller of December 5, 2024, an outside attorney who represents a previous owner of property lots 2 and 4, and applicant Mr. Kippan Murray and his family. After much discussion with my clients, it is clear that the Application in its state should be denied outright, or at least the decision should be postponed until time is taken to address the numerous issues. The current status of the Application and subsequent submittals establishes that there are still countless loose ends, questions and unresolved issues, and most troubling, decisions not based upon qualified third-party professionals to approve the Application, even with the additional submittals which could reasonably be relied upon either by Planning or even by the Board of Trustees.

On behalf of my clients, I present such issues and request that answers be given or explanations as to why the current Applicant is getting disparate treatment, to its benefit, than other prior applicants, as well as what this effect will have to bind the hands of future Planning or Trustee discretion or power to decline or otherwise put restrictions on applicants from here on out.

The issues presented are not intended to be exhaustive; rather, they are meant to be an initial list of items discovered in the short term that my clients and I have been able to review the process and actual written documentation. This is not due to a lack of effort, but the planning file and materials submitted to the trustees are void of documentation to support a vote in favor of the project. One example is your own fire chief's statement that the Applicant meets the standards of an exception, to his "understanding," without any reference to any professional third-party report or even a person with whom a conversation could be held to verify whether this statement is true, what the basis for the purported statement was, what was considered, was anything put in writing, was the purported statement made in reliance of any study or investigation? Answers to these questions, and those set out below, need to be answered. The topics include 1) Emergency Fire Access and density; 2) The Adequacy of Water for Palmer Lake, now and in the future; 3) Ambiguity and Omissions in the Application and submittals and Shifting of Financial Responsibility for the Project for Whatever Reason; 4) The ability to manage and control density.

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- **Emergency Fire Access**

The issues surrounding emergency fire access are barely addressed, let alone discussed adequately, when the magnitude of the subdivision is considered: the Applicant is looking to add nearly 100 lots with a single point of access, never addressing what this would look like in an emergency or emergency evacuation. Mr. Fuller's letter more fully discusses the problems of the November 15, 2024 Planning and Staff "report." Will the Trustees protect their residents and their very Town by making such a requirement? Colorado Senate Bill 23-166 imposes specific requirements under the International Wildland-Urban Interface Code 2021 (IWUIC). Is Palmer Lake compliant with these requirements?

Has Planning been diligent in this review? During the November 20, 2024, Planning Commission Meeting, Applicant Sepp was required to answer more than 16 questions and prove that a 2nd fire access/egress road (over the RR tracks) was IMPOSSIBLE. A review of the written materials available and/or submitted demonstrates that the Applicant has failed to follow through in providing any documentation that the 2nd road is impossible. During the November 20, 2024, Palmer Lake Planning Commission Meeting, Applicant Sepp was required to provide answers to 16 questions plus provide proof that a 2nd fire access/egress road (over the RR tracks) was IMPOSSIBLE. We need to see if he has provided the documentation to show that a 2nd road is impossible. If it is not impossible, then Exemption 3 is N/A, and IFC 2021 stipulates that two roads are required if there is a mix of sprinkled and non-sprinkled homes on the existing route, which is our case.

- **Adequacy of Water for Palmer Lake Today and Tomorrow**

There remain unanswered questions as to the adequacy of water resources for the Town's future development. The Applicant's hired company, GMS Inc., concluded that the number of taps to be purchased exceeds the number of lots in the redevelopment. This statement is likened to a homeowner with limited water pressure replacing his smaller garden hose with a fire hose, thinking that because the hose opening is more significant, the water and water pressure will also increase accordingly. Though the town staff went along with this opinion based solely on a head count of spigots available being more significant than those for sale, there lacks a scintilla of third-party testing, other than the October 2024 Applicant's expert that it paid for stating that the amount of water would be sufficient for this development and future developments. No independent study or report has been offered on this critical issue. Will the Trustees protect their residents and their very Town by making such a requirement?

Before leaving this topic, the above question should be answered in the context in which it is asked. Palmer Lake Ordinance2018-16 prohibited expansion of water infrastructure through June 2023. Ordinance 14-2023 prohibits the sale of taps or water services beyond the capacity of the Town's water system. There are questions about future residential and commercial development. El Paso has seen drought years, and the County projects growth in the County, not just Colorado Springs, with over 220k residents by 2040. None of this is

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discussed or accounted for in the study. Will the Trustees protect its residents and their very Town by making such a requirement?

- **Ambiguity and Omissions in the Application and Submittals and Shifting of Financial Responsibility for the Project for Whatever Reason**

There are several items that someone who was not a party to the discussions would not be able to identify: who was responsible, what the scope is, what would happen if the responsible party failed to perform the task, and a deadline to complete the task. A review of documents sent back and forth between Applicant demonstrates ambiguity and incompleteness of several items addressed above in this paragraph. What happens if the Applicant cannot complete the project, refuses to complete it, abandons it, or experiences an unforeseen event causing it to change its mind after starting it? What mechanism is in place to ensure that there is a bond or other financial instrument to protect Palmer Lake and its citizens? Will the Trustees defend its residents and their very Town by making such a requirement?

A more minor issue and question involves the roads. "Improvement" of these is a requirement of the master plan, but how far must they be improved, paved operational, and meet today's standards? Where is this in writing and a condition of approval? Are there any submitted or even drafted engineering plans detailing this? There is a suggestion that improvement includes an area required for fire safety. Where is this item addressed? Will the Trustees protect its residents and their very Town by making such a requirement?

Finally, concerning the Application and the submittals, this Board or Trustees need not rush the process. The Application was filed in July 2024 with obvious shortcomings. Not knowing whether it was an attempt to skate the process or was just sloppy, the Applicant is now at submittal number 3. There has been no rush on its side to get the items requested submitted. Likewise, the Board of Trustees should take its time and make sure to properly review outstanding issues, make sure that requirements have been met, and make sure that there is as little ambiguity in any document submitted or approved; in other words, take its time to protect its residents.

As the attorney for the Town of Palmer Lake, I trust you will forward these questions and concerns, or even just the letter that already has most of them identified, to the Town's Board of Trustees. I write this letter against a backdrop familiar to the two of us of the duties owed by the Board of Trustees to the residents, including those found in C.R.S § 24-18-103. Caselaw further helps define the responsibilities. There is no deadline to make sure that the process is completed correctly.

We appreciate everyone's time and attention to the issues raised in this letter.

Respectfully,

M James Zendejas

Dawn Collins

From: Mike Beeson <beeson.mike@gmail.com>
Sent: Monday, January 6, 2025 1:56 PM
To: Dawn Collins
Subject: Jan 9th 2025 BoT Meeting Input
Attachments: Vincent Memo (1).pdf; Exceptions Rebuttal.pdf

----------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.----------

Hi Dawn, we hope you had a wonderful holiday season! Please include this email and attachments in the upcoming Jan 9th BoT packet for their consideration. I really appreciate how busy you are right now--thanks!

BoT Members: I've attached two short read-aheads for this week's BoT meeting--I know you have numerous documents to consider, but I feel this is one of the most critical areas that needs to be addressed-thank you very much for your time and consideration.

As you know, the TOPL adopted the 2015 International Fire Code (IFC) with amendments in TOPL Ordinance 6-2021, which is referenced both in Chief Vincent's attached (one access road) memo, and in our attached (two access road) analysis of the applicable exceptions.

Legally adhering to the 2015 IFC, which clearly requires 2 access roads in our specific situation, will only be part of the equation; we still need a subdivision evacuation plan--sheltering in place as the Fire Chief advocates is not remotely realistic, even for those with sprinkled homes, and moreover doesn't address what to do during a train-borne chemical spill or natural disaster. It is unclear why our Fire Chief has abdicated his #1 responsibility for Palmer Lake Residents' safety.

Additionally, to be 100% crystal clear, Oakdale Dr. is the ONLY access road at this point--there have been false references in various documents from Applicant Sepp and others that Lake Ave is the access--this false statement only serves Applicant Sepp's desperate attempt to exclude existing homes in Lakeview Heights in an effort to invoke IFC Exception #1 and relieve him of providing two access roads.

Finally, I recently spoke with the Colorado State Chief of Fire Prevention and Control, Mr. Jay Willmott, and in his professional opinion, having 150+ homes on a single access road is dangerous, reckless, irresponsible, and in his words: "WHEN something bad happens, Chief Vincent's name will be all over it." I received the exact same response from other fire officials from surrounding jurisdictions--they were incredulous, and couldn't believe that our Fire Chief was even considering one access in this situation.

Cheers,

Mike and Jennifer

In Chief John Vincent's memo to the Town of Palmer Lake, dated November 15, 2024, attached, in which he supports the Lakeview Heights development, he stated: "It is my understanding that the applicant meets the Exceptions laid forth in the following code Section D107.1, thus allowing this subdivision as proposed." The Chief does not specify which exceptions are being used to justify the proposed development, nor does he provide any concrete justification or engineering study.

We disagree with Chief Vincent's interpretation of this code, regardless of which exception is being invoked. The Lakeview Heights Development, as proposed with one access road (Oakdale Drive) by Sepp and Affiliates, does NOT meet International Fire Code Section D107.1. We lay out reasons below:

D107.1 One or Two Family Dwelling Residential Developments. Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Two access roads are the prudent and required standard.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units *are* equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.

All dwellings on a single access road (Oakdale Drive) are NOT sprinkled. There are 50+ existing houses are not sprinkled and cannot be ignored. This exception does not apply.

2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

There is not a second access planned for future phases. This exception does not apply.

3. The fire code official is authorized to modify the requirement of two separate and approved fire apparatus access roads, when they are not possible due to location on property, topography, water ways, non-negotiable grades or similar.

The intent of exception #3 is for cases in which it is IMPOSSIBLE to build a second entrance EVER. The fact that the developer does not own the land required to build the second access road, or building the access road is too inconvenient/expensive, is not "SIMILAR" to the other geographically-driven conditions in exception #3. The town has already established a precent that a bridge can be built. Additionally, the developer acknowledged in his Lakeview Heights Master Plan that he also thinks it is possible to build a second entrance. The plan clearly states: "Any lot owner/builder in future phases who fails to comply with this provision and thus triggers the requirement for a secondary access shall be solely responsible for all costs, construction, and approvals associated with such secondary access."

This exception does not apply.

Because no exceptions are valid, we must apply the full weight of this code which clearly states: "Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads". Anything else would be reckless and a clear violation of the lawful, Palmer-Lake-adopted fire code.

PALMER LAKE FIRE DEPARTMENT

November 15, 2024

TO: Town of Palmer Lake Planning Commission

FR: John Vincent, Fire Chief

RE: Consideration of Lakeview Heights subdivision Master Plan

During discussions with the applicant and upon my last review of the Lakeview Heights documents, two points of egress cannot be met, and the developer will install fire sprinkler systems in the homes to be built.

It is my understanding that the applicant meets the Exceptions laid forth in the following code Section D107.1, thus allowing this subdivision as proposed.

Per the International Fire Code 2015 and reference Town of Palmer Lake Ordinance 6-2021:

Section 907.2.25. One and Two-Family Dwellings in Wildland Urban Interface. Where specifically required on the approved development plan, one-and two-family dwellings (R3) occupancies located in wildland urban interface overlay, shall comply with Appendix K, in addition to other requirements of this code, or as identified on the approved development plans.

Section D107.1. One or Two Family Dwelling Residential Developments. Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units *are* equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire code official is authorized to modify the requirement of two separate and approved fire apparatus access roads, when they are not possible due to location on property, topography, water ways, non-negotiable grades or similar.

JV

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Application for Master Plan Resubdivision of Lakeview Heights
Presented by: Town Administrator Dawn Collins		

Background

Continued by the Board of Trustees in December, the applicant will present the master plan resubdivision at the public hearing.

Following is a link to the complete Lakeview Heights Master Plan submittal material – https://www.townofpalmerlake.com/bc-pc/page/notice-public-hearing-resubdivision-lakeview-heights-units-3-4-and-portion-unit-2

Enclosed with this item is the following –

- memo issued to the Planning Commission from Krob Law
- memo from Fire Chief Vincent
- minutes from the Planning Commission meeting on 11/20

At the November 20 meeting, the Planning Commission made recommendation to approve the master plan with conditions. Attorney Krob will address the conditions and criteria regulating subdivision, referencing Ch. 16.16.

Recommended Action

Staff recommends that Ch 16.16 is reviewed to determine whether criteria is met by the resubdivision master plan.



KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: **Palmer Lake Board of Trustees**

From: **Scott Krob, Town Attorney**

Date: **January 6, 2024**

Re: **Lakeview Heights Resubdivision – Master Plan Application**

General nature of Lakeview's Resubdivision - Master Plan application

There are several types of land use decisions the Board of Trustees (BOT) is authorized to make. The nature of the decision and the amount of discretion the BOT has, or its ability to place conditions on its approval, depends on the type of land use application it is considering. For example, the Board has complete discretion on whether to annex an eligible piece of property to the Town and can impose any conditions on that annexation that are negotiated between the Town and the property owner. The BOT has a lesser degree of discretion in considering an application seeking approval for a conditional use. In that situation, it can impose conditions that are reasonably related to mitigating the impact of the proposed conditional use on the surrounding properties or the neighborhood.

The BOT has even less discretion when considering a subdivision application. For a subdivision application, if the property owner has met all of the applicable criteria, then they are entitled to have their application approved, and their property subdivided. The first step in the subdivision process is submission of a master plan by the applicant, which is what the BOT has before it on Thursday, January 9, 2025. The criteria that apply to a master plan for a subdivision are set forth in Palmer Lake's Town Code, Chapter 16.16, a copy of which is included with this memo.

Therefore, the issue for the BOT is: Does the Lakeview Heights Master Plan meet the criteria set forth in Chapter 16.16? If the application meets the criteria, then the applicant is entitled to have the application approved and to move forward to the next step in the subdivision process, which is submission of a preliminary plat, followed by submission of a final plat.

If the master plan application does not currently satisfy all of the criteria set forth in Section 16.16, then the BOT can (1) continue the matter and give the applicant time to satisfy the remaining criteria, (2) approve the application subject to conditions, or (3) deny the application. If it elects option (2), approval with conditions, those conditions must be limited to fulfillment of one or more of the specific requirements related to subdivision. The BOT does not have the authority to add conditions that are unrelated to or not part of the requirements for subdivision. Some of the conditions recommended to the BOT in connection with Lakeview Height's master plan fall into this category of conditions that go beyond the requirements for a subdivision and, therefore, cannot be imposed.

If the BOT elects option (3) to deny the application, the BOT will need to identify each of the specific criteria set forth in Chapter 16.16 that the master plan application does not satisfy and why the BOT does not believe it is satisfied.

If the BOT imposes requirements beyond those set forth in Chapter 16.16 or fails to specifically identify the criteria that caused it to deny the master plan application, the BOT's decision would likely be susceptible to legal challenge by the applicant.

I have provided two draft resolutions with these considerations in mind. The first is a resolution approving the Lakeview Heights Master plan with conditions. It includes the conditions recommended by the Planning Commission, to the extent they relate to subdivision. I have not included the PC's recommendations that sought to impose requirements that are not supported under the Town code, such as a requirement for a second access, for example.

The other resolution is one to deny the Lakeview Heights Master Plan. I have left a blank for the BOT to fill in, specifying the specific criteria the applicant failed to satisfy, causing the BOT to deny the application.

I look forward to discussing these matters with the Board.

Title 16 SUBDIVISIONS[1]

CHAPTER 16.04. GENERAL PROVISIONS

16.04.010. Title.

This title shall be known as the subdivision regulations of the town and may be so cited and pleaded.

(Code 1973, § 16.04.010; Ord. No. 12-1972, § I:1, 1972)

16.04.020. Legal authority.

This title is adopted pursuant to C.R.S. title 31, art. 23, pt. 2 and is declared to be in conformance with those statutes.

(Code 1973, § 16.04.020; Ord. No. 12-1972, § I:2, 1972)

16.04.030. Purpose.

The purpose of this title is to promote the health, safety, convenience, and general welfare of the citizens of the town, by:

(1) Ensuring that land is subdivided correctly into lots that are of adequate size and configuration for the purpose for which they are intended to be used;

(2) Providing that streets will be laid out in relation to existing streets or according to the comprehensive plan of the town, and that said streets will be built to adequate construction standards;

(3) Producing sound living environments with the necessary open spaces for people, traffic, utilities, public protection, light, air, recreation, and other community facilities;

(4) Implementing the comprehensive plan of the town;

(5) Protecting the natural resources of the community;

(6) Implementing the control measure requirements of, and ensuring compliance with, the town's municipal separate storm sewer system (MS4) permit to protect water quality.

(Code 1973, § 16.04.030; Ord. No. 12-1972, § I:3, 1972; Ord. No. 04-2020, § 3, 6-11-2020)

16.04.040. Jurisdiction.

This title is applicable to all incorporated land within the town.

[1]State law reference(s)—PUD Unit Development Act of 1972, C.R.S. § 24-67-101 et seq.; local government control of land use, C.R.S. § 29-20-101 et seq.; subdivision regulations, C.R.S. § 31-23-214.

(Code 1973, § 16.04.040; Ord. No. 12-1972, § I:4, 1972)

16.04.050. Plats and plans.

(a) Every owner of any lot, tract, or parcel of land within the incorporated town who may hereafter create a subdivision, as herein defined, shall submit a subdivision plat to the board of trustees in accordance with the provisions set out forthwith.

(b) The board of trustees is empowered, after it shall have adopted a major street plan of the territory within its subdivision jurisdiction or of any major section or district thereof, to make or cause to be made, surveys for the exact location of the lines of a street or streets in any portion of such territory and to make a plat of the area or district thus surveyed, showing the land which it recommends be reserved for future acquisition for public streets. The town planning commission has been established to advise the board of trustees regarding all planning, zoning, and subdivision matters.

(c) The approval of any plats or plans by the planning commission shall not be deemed acceptance of any proposed dedication by the public. Such acceptance, if any, shall be given by the board of trustees. The owners and purchasers of any lots within a subdivision shall be presumed to have notice of public plans, maps, and reports of the planning commission affecting such property within its jurisdiction.

(Code 1973, § 16.04.050; Ord. No. 12-1972, § I:5, 1972)

16.04.060. Conflict with other regulations.

Whenever there is a discrepancy between minimum standards or dimensions noted herein and those contained in the zoning ordinance, building code, or other official regulations or ordinances, the most restrictive shall apply.

(Code 1973, § 16.04.060; Ord. No. 12-1972, § VIII:2, 1972)

CHAPTER 16.08. DEFINITIONS

16.08.010. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alley means a minor access way used primarily for vehicular service to the back or the side of properties otherwise abutting on a street.

Applicable development sites are those that result in land disturbance of greater than or equal to one acre, including sites less than one acre that are part of a larger common plan of development or sale. Applicable development sites include all new development and redevelopment sites for which permanent water quality control measures were required in accordance with an MS4 permit.

Block means an area of land within a subdivision which area is entirely bounded by streets, highways, or ways, except alleys, or the exterior boundary or boundaries of the subdivision.

Commission means the town planning commission.

Common plan of development or sale means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules, but remain related. The term

"contiguous" means construction activities located in close proximity to each other (i.e., within one-quarter mile). Construction activities are considered to be "related" if they share the same development plan, builder or contractor, equipment, storage areas, etc.

Covenant or *restrictive covenant* means a contractual agreement between the subdivider or landowner and the buyer of a piece of property that restricts the use of all or portion of the property. The covenant will normally run with the land and will therefore apply to succeeding owners.

Cul-de-sac means a street open at one end only, providing at the other end special facilities for the turning around of vehicular traffic.

Design standards or *design requirements* means all requirements and regulations relating to design and layout of subdivisions as contained in these regulations.

Easements mean areas within a subdivision other than streets or alleys which are reserved, conveyed, or dedicated for specialized or limited purpose.

Improvements means all facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for a principal residential, business, or manufacturing purpose.

Lot means a portion of a subdivision or other parcel of platted land, intended as a unit for the transfer of ownership, for development, or for other purposes.

Corner lot means a single lot having its front and one side adjacent to two streets.

Double frontage lot means a single lot having the front and rear thereof adjacent to two streets and does not include a corner lot.

Flag lot means a lot, the main use or building area of which does not abut to a public street, but is connected thereto by a narrow strip of land which is part of the lot.

Master plan means a land use plan or map, which indicates the desired future physical development of any portions of the town. Such a plan is submitted by the developer and is intended as a general summary of his proposal for development.

Monuments means the actual points set on the ground to locate, delineate, or describe tracts of land and/or the points set to define a legal description of a tract of land.

(1) The term "United States Land Survey monuments" mean the points or corners established by the survey of public lands for the United States government, also the reestablishment or restoration of said corners.

(2) The points or corners set by a state-registered land surveyor in accordance with Colorado Revised Statutes, to define a legal description on the ground.

New development means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision for a site that does not meet the definition of redevelopment.

Plat means a subdivision as it is represented as a formal document by drawings and writing.

Final plat means a map indicating the final design of the proposed subdivision supported by the necessary engineering data and legal documentation. A final plat shall be prepared by a state-registered land surveyor in accordance with the provision of these regulations and shall, if approved by the governing body of the area, the aforementioned plat shall be recorded in the county clerk and recorder's office.

Preliminary plat means a map or drawing showing the preliminary design of a proposed subdivision, together with such information, supporting data and other requirements as are necessary to comply with the provisions of these regulations.

Vacation plat means a map indicating a proposed vacation of a dedicated street, road, or easement, or the vacation of a subdivision. It shall be prepared by a state-registered land surveyor in accordance with the provisions of these regulations. After presentation of the appropriate petition and resolution to be board of trustees, if approved, a vacation plat shall be recorded in the office of the county clerk and recorder.

Property lines means those imaginary lines outlining the boundaries of properties on lots for the purpose of description in sale, lease, building development, or other separate use of property.

Radial means a line forming right angles with the tangent of any given are.

Redevelopment includes a site that is already substantially developed with 35 percent or more of existing imperviousness; with the creation or addition of impervious area (including removal and/or replacement), to include the expansion of a building footprint or addition or replacement of a structure; structural development including construction, replacement of impervious area that is not part of a routine maintenance activity; and land disturbing activities.

Regional land use plan means the plan, and any functional elements to the plan as adopted, that was created through the joint efforts of the members of the Pikes Peak Area Council of Governments.

Right-of-way means the entire dedicated tract or strip of land that is to be used by the public for circulation and service. The length and width of a right-of-way shall be sufficient to provide adequate accommodations for all the physical features to be included in said right-of-way, as hereinafter established.

Road profile means a drawing reflecting a proposed or existing vertical section of a road, street, or alley, for which right-of-way is to be or has been conveyed to the town for road purposes. A road profile may be a true or exaggerated profile, and may reflect either a centerline and/or both flow lines of a road, street, or ally.

Street means a public right-of-way, which provides vehicular and pedestrian access to adjacent properties. For different kinds of streets, see section 16.40.090. Stub streets are designed to permit continuation of the street pattern in adjoining subdivisions. Every stub street shall end in a cul-de-sac.

Subdivider means any person, group, corporation, or other entity acting as a unit or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision for the purpose of sale or disposal of land as defined herein.

Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development. It includes resubdivision, and when appropriate to the context, relates to the process of subdividing, or to the land or territory subdivided.

(Code 1973, §§ 16.08.010—16.08.200; Ord. No. 12-1972, §§ II:1—20, 1972; Ord. No. 04-2020, § 4(16.08.210)—(16.08.240), 6-11-2020)

CHAPTER 16.12. GENERAL PROCEDURE

16.12.010. Procedure for plat approval.

(a) In seeking to subdivide land, a property owner or his agent shall:

(1) Consult early and informally with the town technical staff to become familiar with these regulations, the major thoroughfare plan, and other official plans or public improvement, which might affect the area to be developed;

(2) Prepare a master plan and/or preliminary plat, as required, and submit same to the planning commission at least 30 days prior to the next regular planning commission meeting. Master plans shall

be submitted by the planning commission to the board of trustees along with recommended actions. The board of trustees shall take appropriate action on the master plan at its next regular meeting.

(b) Following approval of the preliminary plat by the planning commission, the subdivider shall install or guarantee the installation of improvements as required in this title.

(c) Following the guarantee of or installation of improvements, the final plat shall be submitted to the planning commission in accordance with the requirements of this title. The planning commission shall make its recommendations to the board of trustees within 30 days after submittal.

(d) Once approved by the board of trustees, the subdivider shall have his plat recorded in the county clerk's office following the signing of the certificate of approval by the board of trustees.

(Code 1973, § 16.12.010; Ord. No. 12-1972, § III:1, 1972)

16.12.020. Applicable development site.

Applicable development sites, as defined in section 16.08, shall meet the requirements of this title and chapter 17.68, unless excluded below. For the purposes of requiring permanent stormwater quality control measures the following may be excluded from the requirements of an applicable development site.

(1) *"Pavement management sites".* Sites, or portions of sites, for the rehabilitation, maintenance, and reconstruction of roadway pavement, which includes roadway resurfacing, mill and overlay, white topping, black topping, curb and gutter replacement, concrete panel replacement, and pothole repair. The purpose of the site must be to provide additional years of service life and optimize service and safety. The site also must be limited to the repair and replacement of pavement in a manner that does not result in an increased impervious area and the infrastructure must not substantially change. The types of sites covered under this exclusion include day-to-day maintenance activities, rehabilitation, and reconstruction of pavement. The term "roadways" include roads and bridges that are improved, designed or ordinarily used for vehicular travel and contiguous areas improved, designed or ordinarily used for pedestrian or bicycle traffic, drainage for the roadway, and/or parking along the roadway. Areas primarily used for parking or access to parking are not roadways.

(2) *Excluded roadway redevelopment.* Redevelopment sites for existing roadways, when one of the following criteria is met:

a. The site adds less than one acre of paved area per mile of roadway to an existing roadway; or

b. The site does not add more than 8.25 feet of paved width at any location to the existing roadway.

(3) *Excluded existing roadway areas.* For redevelopment sites for existing roadways, only the area of the existing roadway is excluded from the requirements of an applicable development site when the site does not increase the width by two times or more, on average, of the original roadway area. The entire site is not excluded from being considered an applicable development site for this exclusion. The area of the site that is part of the added new roadway area is still an applicable development site.

(4) *Aboveground and underground utilities.* Activities for installation or maintenance of underground utilities or infrastructure that does not permanently alter the terrain, ground cover, or drainage patterns from those present prior to the construction activity. This exclusion includes, but is not limited to, activities to install, replace, or maintain utilities under roadways or other paved areas that return the surface to the same condition.

(5) *Large lot single family sites.* A single-family residential lot, or agricultural zoned lands, greater than or equal to 2.5 acres in size per dwelling and having a total lot impervious area of less than ten percent. A total lot imperviousness greater than ten percent is allowed when a study specific to the watershed

and/or site shows that expected soil and vegetation conditions are suitable for infiltration/filtration of the WQCV for a typical site, and the town accepts such study as applicable within its jurisdictional boundaries. The maximum total lot impervious covered under this exclusion shall be 20 percent.

(6) *Nonresidential and noncommercial infiltration conditions.* This exclusion does not apply to residential or commercial sites for buildings. This exclusion applies to applicable development sites for which post-development surface conditions do not result in concentrated stormwater flow during the 80th percentile stormwater runoff event. In addition, post-development surface conditions must not be projected to result in a surface water discharge from the 80th percentile stormwater runoff events. Specifically, the 80th percentile event must be infiltrated and not discharged as concentrated flow. For this exclusion to apply, a study specific to the site, watershed and/or site must be conducted. The study must show rainfall and soil conditions present within the permitted area; must include allowable slopes, surface conditions, and ratios of impervious area to pervious area; and the permittee must accept such study as applicable within the town boundaries.

(7) *Sites with land disturbance to undeveloped land that will remain undeveloped.* Sites may be excluded sites with land disturbance to undeveloped land (land with no human-made structures such as buildings or pavement) that will remain undeveloped after the site construction is complete.

(8) *Stream stabilization sites.* Stream stabilization sites are excluded.

(9) *Trails.* Bike and pedestrian trails may be excluded. Bike lanes for roadways are not included in this exclusion, unless attached to a roadway that qualifies under another exclusion in this section.

(10) *Oil and gas exploration.* Facilities associated with oil and gas exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations maybe considered to be an applicable construction activity, may be excluded from requiring permanent stormwater quality control measures.

(Ord. No. 04-2020, § 5(16.12.020), 6-11-2020)

CHAPTER 16.16. MASTER PLAN

16.16.010. When required.

A master plan for a subdivision shall be required when multiple land use (more than one) are proposed for an area by the subdivider and/or when the developer does not intend to subdivide all of his contiguous holdings at the same time, or if a development is to be phased. An application fee in an amount set forth in the master fee schedule shall be paid at the time of filing the master plan.

(Code 1973, § 16.16.010; Ord. No. 12-1972, § III:2:a, 1972; Ord. No. 2-1974, § 1, 1974; Ord. No. 10-A-1981, § 2, 1981; Ord. No. 14-1984, § 1, 1984; Ord. No. 15-1987, § 8, 1987)

16.16.020. Contents.

The master plan shall be prepared at a suitable scale to indicate the proposed layout legibly, and one dimension shall be no more than 42 inches on any side. The plan shall contain the following information:

(1) Name of the proposed master plan;

(2) A specific legal description;

(3) Name and address of owner or agent and of person preparing the plan;

(4) Date of preparation, scale, and north point;

(5) A vicinity location map;

(6) Proposed land uses, together with densities;

(7) Topography, with a contour interval of no mor than 20 feet, from the appropriate USGS quadrangle. All areas with slopes 30 percent or greater shall be shaded or otherwise clearly indicated;

(8) Proposed sewage treatment systems;

(9) Proposed water supply system with adequate evidence that sufficient water exists to supply the proposed development. Evidence shall include material on quality, quantity, and the reliability of supply; ownership of water rights; amenability of the supply to changes in land use; and certification that public or private water owners can and will supply adequate water to the proposed development, where applicable;

(10) Any unusual or important manmade or natural features as identified in the town comprehensive plan;

(11) Summary statement of the characteristics of the proposed area, including, but not limited to, geology, soils, and vegetation;

(12) Any potential radiation hazard, where applicable;

(13) Present land use, including proposed and existing borrow pits;

(14) Letter of commitment from the appropriate supplier of energy (natural gas, electricity, propane, etc.);

(15) Proposed location and type of permanent stormwater quality control facilities.

(Code 1973, § 16.16.020; Ord. No. 12-1972, § III:2:c, 1972; Ord. No. 5-1973, § 1, 1973; Ord. No. 2-1974, § 4, 1974; Ord. No. 04-2020, § 6, 6-11-2020)

16.16.030. Approval.

The master plan shall be approved by the board of trustees before any preliminary plat is approved.

(Code 1973, § 16.16.030; Ord. No. 12-1972, § III:2:c, 1972)

16.16.040. Submission to planning commission.

The master plan shall be submitted 30 days before the regular planning commission meeting. Electronic and paper copies shall be sent to those agencies designated in section 16.20.040.

(Code 1973, § 16.16.040; Ord. No. 12-1972, § III:2:d, 1972; Ord. No. 2-1974, § 2, 1974)

16.16.050. Publication procedures.

(a) The applicant shall complete an application form and tender the required application fee to the town clerk.

(b) The town clerk, within 15 days after receipt, shall cause publication of legal notice of a planning commission hearing to consider the application. Such legal notice shall be given at least five days prior to such hearing.

(c) After such public hearing by the planning commission, their recommendations shall be forwarded within 15 days to the board of trustees.

(d) The board of trustees shall hold a public hearing, in which legal notice of at least 15 days shall be given.

(e) Legal notice shall consist of one publication in a newspaper of general circulation and at least one sign shall be posted in a conspicuous location on or near the property in question, if a specific piece of property is involved.

(f) In the event of amendments initiated by the town, no application form or filing fee shall be required.

(Code 1973, § 16.16.050; Ord. No. 2-1980, § 9, 1980)

CHAPTER 16.20. PRELIMINARY PLAT

16.20.010. Preliminary plat application fee.

The subdivider or his agent shall pay a preliminary plat application fee as set forth in chapter 16.68 at the time of filing the preliminary plat.

(Code 1973, § 16.20.010; Ord. No. 12-1972, § III:3:a, 1972; Ord. No. 10-A-1981, § 3, 1981; Ord. No. 14-1984, § 2, 1984; Ord. No. 15-1987, § 9, 1987)

16.20.020. Contents.

The preliminary plat shall be prepared at a scale of one-inch equals 200 feet, with a maximum width of 42 inches, and submitted in electronic format to the town staff. All preliminary plats shall be in conformance with the design standards established in chapters 16.40 through 16.56, and shall include the following:

(1) Name of the subdivision;

(2) A specific legal description of the subdivision with the approximate acreage of the subdivision;

(3) Name and address of the record owner of the property as well as the subdivider and adjacent property owners;

(4) Name and address of the designer, surveyor, and/or engineer;

(5) Date of preparation, scale, and north point;

(6) A vicinity map necessary to locate the tract;

(7) Existing proposed zoning boundary lines, including zoning of contiguous properties;

(8) Approximate location of land intended to be conveyed or reserved for public use or reserved in the deeds for the use of all property owners in the proposed subdivision;

(9) Approximate layout, dimensions, number of lots, and proposed land use;

(10) All proposed road grades will be numerically indicated, along with the names of streets or other public ways. Existing easements, railroad and utility rights-of-way, section and incorporation lines within the tract shall be clearly indicated;

(11) The approximate radii of all street curves;

(12) Approximate location of all area subject to inundation or storm water overflow and location, widths, and direction of flow of all watercourses;

(13) Proposed location of bridges, culverts, and other provisions for collection and discharging surface drainage;

(14) Accurate and legible existing contours shall be shown at intervals of five feet or less and contours at intervals of 20 feet will be acceptable for very rough topography. Said contours shall be extended onto adjacent property a sufficient distance to establish proper topographical relationships. All areas with slopes 30 percent or greater shall be shaded or otherwise clearly indicated;

(15) Outline, to scale, of buildings and structures which are not to be moved in the development of the subdivision;

(16) Means of providing vehicular access to adjoining properties;

(17) Adequate space for approval or disapproval stamp of the commission;

(18) Existing land use;

(19) Delineation of the area subject to inundation.

(Code 1973, § 16.20.020; Ord. No. 12-1972, § III:3:b, 1972)

16.20.030. Material to accompany.

Preliminary plats shall be accompanied by the following:

(1) Homeowners' association legal documentation for any homeowner's association with may be involved in or pursuant to the development.

(2) A summary statement prepared by a qualified individual, including the following information:

a. Total development area;

b. Total number of proposed dwelling units;

c. Total number of square feet of proposed nonresidential floor space;

d. Total number of proposed off-street parking spaces, excluding those associated with single-family residential development;

e. Estimated total number of gallons per day of water system requirements where a distribution system is proposed;

f. Estimated total number of gallons per day of sewage to be treated where a central sewage treatment facility is proposed, or sewage disposal means and suitability where no central sewage treatment facility is proposed;

g. Estimated construction cost and proposed method of financing of the streets and related facilities, water distribution system, sewage collection system, storm drainage facilities, and such other utilities as may be required of the developer by the town.

(3) Summary of soil types (including percolation rates) and pertinent data regarding geology, and vegetation.

(4) A water resources report, which shall include adequate evidence that a water supply that is sufficient in terms of quality, quantity, and dependability will be available to ensure an adequate supply of water for the type of subdivision proposed. Such evidence may include, but shall not be limited to:

a. Evidence of ownership or right or acquisition of our use of existing and proposed water rights;

b. Historic use and estimated yield of claimed water rights;

c. Amenability of existing rights to a change in use;

d. Evidence that public or private water owners can and will supply water to the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending service to that area;

e. Evidence concerning the potability of the proposed water supply for the subdivision.

(5) a. Long term operation, maintenance and access agreement is required for all permanent stormwater quality control measures and facilities. An applicable development site with multiple permanent control measures may have one or more maintenance and access agreements depending upon ownership and maintenance responsibility. The maintenance agreements shall cover all permanent stormwater quality control measures that are included in a submitted site plan, site development plan, final plat or drainage plan. All structures such as extended detention basins and porous landscape detention, plus any additional permanent nonstructural control measures such as grass swales and buffers that are used as part of "Minimizing Directly Connected Impervious Areas" (MDCIA), shall be included in the maintenance agreement.

b. When submitting a permanent stormwater control measure maintenance agreement for review and recordation by the town, the agreement shall include an operation and maintenance (O&M) manual developed by the engineer of record for each structure type included in a maintenance agreement. Multiple structure types may be included in one maintenance agreement and O&M manual. The responsible entity shall routinely inspect and provide appropriate long-term maintenance for all structures associated with the permanent stormwater quality control measures as described in the O&M manual.

c. Permanent stormwater quality control measure maintenance and access agreement templates are provided in the El Paso County Engineering 8 Criteria Manual (ECM) Revision 7, dated July 2, 2019, Appendix G, as may be amended from time to time with the most current version hereby being adopted, and are hereby incorporated by reference for use in the town. All references to "county," and "board of commissioners," shall correspond to "Town of Palmer Lake," and "town board of trustees," respectively.

(Code 1973, § 16.20.030; Ord. No. 12-1972, § III:4:c, 1972; Ord. No. 04-2020, § 7, 6-11-2020; Ord. No. 3-2021 , § 1, 3-11-2021)

16.20.040. Distribution and review.

(a) The preliminary plat shall be presented to the planning commission at the regular commission meeting. If the plat is found to be in acceptable condition, according to these regulations, the staff shall determine the agencies and departments to be furnished copies for review and comment.

(b) Unless an extension is mutually agreeable to the developer and the reviewing agency, the contacted agencies shall have 24 days from the date the plat is mailed by certified mail to review it and return their comments to the staff. Failure to return comments or otherwise to notify the staff shall constitute approval by the agency. The staff shall forward the collected comments to the planning commission at least two days prior to the meeting at which the plat will be considered.

(Code 1973, § 16.20.040; Ord. No. 12-1972, § III:4:d, 1972; Ord. No. 2-1974, § 2, 1974; Ord. No. 4-1997, § 1, 1997)

16.20.050. Publication procedures.

(a) The applicant shall complete an application form and tender the required application fee to the town clerk.

(b) The town clerk, within 15 days after receipt, shall cause publication of legal notice of a planning commission hearing to consider the application. Such legal notice shall be given at least five days prior to such hearing.

(c) After such public hearing by the planning commission, their recommendations shall be forwarded within 15 days to the board of trustees.

(d) The board of trustees shall hold a public hearing in which legal notice of at least 15 days shall be given.

(e) Legal notice shall consist of one publication in a newspaper of general circulation and at least one sign shall be posted in a conspicuous location on or near the property in question, if a specific piece of property is involved.

(f) In the event of amendments initiated by the town, no application form or filing fee shall be required.

(Code 1973, § 16.20.050; Ord. No. 2-1980, § 9, 1980)

16.20.060. Planning commission action.

(a) The planning commission shall consider the comments of the other agencies before reaching their decision to approve, conditionally approve, or disapprove the plat and within ten days after the regular meeting, the commission shall notify the subdivider of its decision.

(b) If the plat is conditionally approved or disapproved, the reasons shall be noted in writing, and, if possible, recommendations made whereby the plat might gain approval. Approval of the preliminary plat shall be valid for no longer than one year. Upon approval of the preliminary plat by the commission, the subdivider may proceed with the preparation of the final plat.

(Code 1973, § 16.20.060; Ord. No. 12-1972, § III:4:e, 1972)

16.20.070. Presence of subdivider required at commission meeting.

The subdivider, or his agent, whose plat or plan is before the planning commission at its regular meeting, shall be present at the meeting.

(Code 1973, § 16.20.070; Ord. No. 12-1972, § III:4:f, 1972)

CHAPTER 16.24. PERFORMANCE GUARANTEE

16.24.010. When required.

Before the final plat is approved by the board of trustees, the subdivider shall install all the improvements required by the preliminary plat, built to the standards described in chapters 16.40 through 16.60. If the subdivider prefers not to install the improvements, he shall furnish a letter of credit, cash, or evidence of cash held in escrow for such purpose, and shall submit a copy of the escrow agreement to the board of trustees along with his final plat.

(Code 1973, § 16.24.010; Ord. No. 12-1972, § III:5:a, 1972)

16.24.020. Amount.

The amount of the guarantee shall be based on a cost estimate prepared by a registered professional engineer, and approved by the board of trustees or its representative. The actual security shall be 125 percent of the cost estimate.

(Code 1973, § 16.24.020; Ord. No. 12-1972, § III:5:b, 1972)

16.24.030. Time limit for improvements; extension.

All required improvements shall be installed within six months after approval of the preliminary plat. In cases of undue hardship an extension not to exceed six months may be granted by the board of trustees.

(Code 1973, § 16.24.030; Ord. No. 12-1972, § III:5:c, 1972)

16.24.040. Release of guarantee.

When the required improvements on a plat are completed, the subdivider may apply in writing to the board of trustees for a partial or full release of the security. Upon receipt of such application, the board or its agent shall inspect the completed improvements to ensure that they have been made in accordance with the final plat and the requirements of these regulations. If satisfactory, the security in sufficient amount to cover the cost of the improvements will be released. When all the improvements have been completed the full security shall be released. If, however, the improvements are not properly emplaned, the town, at its discretion, shall have the power to use any of the security held to install the required improvements.

(Code 1973, § 16.24.040; Ord. No. 12-1972, § III:5:d, 1972)

CHAPTER 16.28. FINAL PLAT

16.28.010. Final plat application fee.

The final plat application fee, as determined in the master fee schedule, shall be paid by the subdivider or his agent to the town clerk at the time of filing the final plat.

(Code 1973, § 16.28.010; Ord. No. 10-A-1981, § 4, 1981; Ord. No. 14-1984, § 3, 1984; Ord. No. 15-1987, § 10, 1987)

16.28.020. Contents.

(a) The final plat should be submitted to the town clerk at least 15 days before the next regular planning commission meeting. All data and signatures on the plat shall be in ink.

(b) All final plats shall show:

(1) Name of the subdivision;

(2) An accurate and clear legal description of the subdivision with the acreage of the subdivision;

(3) Date or preparation, scale, and north point;

(4) A vicinity map necessary to locate the tract;

(5) Location of land intended to be dedicated, reserved, or otherwise conveyed for public use or reserved in the deeds for the use of all property owners in the proposed subdivision;

(6) All monuments placed and set in accordance with the requirements of the state;

(7) Certification by a registered land surveyor to the effect that the layout represents a survey made by him, that the monuments thereon actually exist as located, and that all dimensional and other details are correct;

(8) Profiles of all roads;

(9) Certificates for execution by each of the following:

a. Planning commission chairperson or vice-chairperson;

b. The mayor and attest by town clerk;

c. County clerk and recorder or a duly authorized deputy;

(10) Statement of ownership and acknowledgment or consent and ratification thereof, which may be separate, recorded documents, duly acknowledged;

(11) A certificate waiving access rights across the right-of-way lines of major highways, parkways, streets, or freeways, where required as a condition of approval;

(12) All areas shown on the map, which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision." All lines delineating such areas shall be dashed;

(13) Relative bearings and distances to the nearest established street lines or official monuments, which shall be accurately tied to the lines of the subdivision by distances and bearings;

(14) The exact layout, including:

a. Boundary lines with accurate distance and bearings, and the exact location and width of all existing or recorded streets intersecting the boundary of the tract. All dimensions to be determined by accurate field survey, which must balance and close within a limit of one in 5,000;

b. The length of all arcs, internal angles, points curvature, length and bearing of the tangents;

c. All easements as required by public and quasi-public agencies;

d. All lines of lots, blocks, and other parcels of land shall have accurate dimensions in feet and hundredths with bearing of angles to street and alley lines. Lots must close to one in 10,000;

e. All lots and blocks in the subdivision shall be numbered, consecutively throughout the tract, with no omissions or duplications;

f. The right-of-way lines, widths, locations, and street names of all existing and proposed streets within.

(Code 1973, § 16.28.020; Ord. No. 12-1972, § III:6:b, 1972; Ord. No. 5-1973, § 2, 1973)

16.28.030. Material to accompany.

The final plat shall be accompanied by the following:

(1) Letter of credit or other security in the amount of 125 percent of the official estimate, excepting roads, as prepared by a registered professional engineer, and parroted by the board of trustees to guarantee installation of all required improvements; this will be waived if the improvements are installed prior to consideration of the final plat by the board of trustees;

(2) Copies of all closures;

(3) Copies of proposed restrictive covenants or deed restrictions to be recorded;

(4) A current title opinion by an attorney qualified to practice law in the state, or current title opinion, commitment, or policy as to the land involved showing condition of title, and all parties in interest in the property shown on the plat;

(5) A drainage plan, prepared by a registered professional engineer based on the standards required in chapter 17.68. Cost estimates for all drainage structures and stormwater quality improvements shall be provided;

(6) Certificate of taxes due showing all due taxes paid.

(Code 1973, § 16.28.030; Ord. No. 12-1972, § III:6:c, 1972; Ord. No. 5-1973, § 3, 1973; Ord. No. 04-2020, § 8, 6-11-2020)

16.28.040. Planning commission action.

Upon receipt of all final application requirements, the planning commission shall approve or disapprove the final plat within 30 days and send their recommendations to the board of trustees.

(Code 1973, § 16.28.040; Ord. No. 12-1972, § III:7, 1972)

16.28.050. Publication procedures.

(a) The applicant shall complete the application form and tender the required application fee to the town clerk.

(b) The town clerk, within 15 days after receipt, shall publish legal notice of a planning commission hearing to consider the application. Such legal notice shall be given at least five days prior to such hearing.

(c) After such public hearing by the planning commission, their recommendations shall be forwarded within 15 days to the board of trustees.

(d) The board of trustees shall hold a public hearing, in which legal notice of at least 15 days shall be given.

(e) Legal notice shall consist of one publication in a newspaper of general circulation and at least one sign shall be posted in a conspicuous location on or near the property in question, if a specific piece of property is involved.

(f) In the event of amendments initiated by the town, no application form or filing fee shall be required.

(Code 1973, § 16.28.050; Ord. No. 2-1980, § 9, 1980)

16.28.060. Board of trustees action.

(a) The board of trustees shall consider the planning commission's recommendations at its next regular meeting and shall take appropriate action on the plat.

(b) Approval of the final plat by the board of trustees shall be deemed as certification of the final plat. With this certification, the board of trustees shall complete a signed copy of the final plat for the county clerk and recorder for recording.

(c) Receipt of a duly certified final plat by the subdivider is authorization that he may proceed with the subdivision. However, no lot shall be sold unless either the required improvements have been installed or the installation of the improvements is a condition of sale of the subdivided lot.

(Code 1973, § 16.28.060; Ord. No. 12-1972, § III:8, 1972)

CHAPTER 16.32. VACATION PLATS

16.32.010. Preparation; scale; fees.

Final plats, once recorded, may be vacated in the event of unforeseen circumstances by submission and approval of a vacation plat. A petition and resolution of vacation shall be presented to and approved by the board of trustees. The vacation plat shall be prepared by a registered land surveyor and submitted to the town clerk, at least 30 days in advance of the planning commission meeting and shall be accompanied by a fee as set forth in chapter 16.68.

(Code 1973, § 16.32.010; Ord. No. 15-1987, § 11, 1987; Ord. No. 14-1984, § 4, 1984; Ord. No. 10-A-1981, § 5, 1981)

16.32.020. Contents.

Vacation of plats will contain the following information:

(1) Name of subdivision/vacation;

(2) An accurate and clear legal description of the subdivision with the acreage of the subdivision;

(3) Date or preparation, scale, and north point;

(4) A vicinity map necessary to locate the tract;

(5) Certification by the county clerk and recorder to the effect that the plat to be vacated is a recorded plat;

(6) Acknowledgment of the vacation of the dedicated lands on the plat before a notary public;

(7) Certificates for execution by each of the following:

   a. Planning commission chairperson or vice-chairperson;

   b. The mayor and attest by town clerk;

   c. County clerk and recorder or a duly authorized deputy;

(8) Statement of ownership and acknowledgment of the vacation by all owners of legal and equitable interests in the property, or consent and ratification there of the owners, which may be a separate recorded document, duly acknowledged;

(9) Attorney's title opinion or evidence of satisfactory title insurance showing record ownership;

(10) Layout. The exact layout including:

   a. The boundary lines with accurate distance and bearings, the exact location and width of all existing or recorded streets intersecting the boundary of the tract;

   b. All existing drainage and utility easements as recorded, subject to the reservation of easements for existing drainage and utility installations;

   c. All lines of lots, blocks, identification system and other parcels of land as recorded;

   d. The plat shall show the right-of-way lines, widths, locations, and street names of all streets as recorded within, and immediately adjacent to the property being vacated.

(Code 1973, § 16.32.020; Ord. No. 12-1972, § III:9:b, 1972)

16.32.030. Reversion of cul-de-sac to adjoining land owner.

Any part of a cul-de-sac, outside the regular street right-of-way, designated as a temporary turn-around, when the road system is to be extended, shall, by resolution of the board of trustees, revert to the adjoining land owners when the road system is extended without the necessity of a vacation plat or presentation of a petition and resolution.

(Code 1973, § 16.32.030; Ord. No. 12-1972, § III:9:c, 1972)

CHAPTER 16.36. MINOR SUBDIVISIONS

16.36.010. Defined.

The term "minor subdivision" means a subdivision in which the following occur:

(1) The proposed plat or subdivision contains less than five lots;

(2) All lots within the proposed plat abut a dedicated and accepted town thoroughfare or street;

(3) The proposed plat meets all the minimum requirements of these regulations, the zoning ordinance, and other applicable town ordinances and resolutions; and

(4) There are no requests for waiver of any of the requirements of the various town regulations and resolutions.

(Code 1973, § 16.36.010; Ord. No. 12-1972, § IX:1, 1972)

16.36.020. Plat; submission; scale; fee.

A careful and legible drawn minor subdivision plat shall be submitted to the town clerk, at least 30 days in advance to the next regular planning commission meeting, along with the fee in an amount set forth in the master fee schedule.

(Code 1973, § 16.36.020; Ord. No. 12-1972, § IX:2, 1972; Ord. No. 10-A-1981, § 6, 1981; Ord. No. 14-1984, § 5, 1984; Ord. No. 15-1987, § 12, 1987)

16.36.030. Designation—Application.

The owner or agent of a tract or parcel of land proposed to be used for agricultural or single-family purposes, which adheres to sections 16.36.010 and 16.36.020, may apply to the board of trustees for designation as a minor subdivision. Such application shall be made by completing the appropriate form and attaching any requests for waivers to the application.

(Code 1973, § 16.36.030; Ord. No. 12-1972, § IX:3, 1972)

16.36.040. Designation—Approval.

The planning commission shall make a recommendation to the board of trustees, who shall approve the designation of the proposed division as a minor subdivision if it finds the following:

(1) That the proposed lots are not part of any other subdivision approved within one year;

(2) That the proposed division would not constitute a subdivision of a large tract or parcel of land into five or more building sites, tracts, or lots within five years;

(3) That the lots from the proposed division will each be accessible from an existing public road.

Otherwise, the planning commission shall designate the proposal as a subdivision as defined by these regulations.

(Code 1973, § 16.36.040; Ord. No. 12-1972, § IX:4, 1972)

16.36.050. Plat; filing.

On obtaining a designation as a minor subdivision and if the proposed subdivision meets these requirements, the subdivider or his agent shall file the plat of the proposed lots in the office of the town clerk.

(Code 1973, § 16.36.050; Ord. No. 12-1972, § IX:5, 1972)

CHAPTER 16.40. STREETS

16.40.010. Arrangement.

The arrangement of major streets shall conform to the major thoroughfare plan of the town streets in the subdivision and shall connect with those already dedicated in adjoining subdivisions. When adjoining land has not been platted, provisions shall be made to continue the street pattern in the future by the provision of stub streets.

(Code 1973, § 16.40.010; Ord. No. 12-1972, § IV:1:a, 1972)

16.40.020. Preservation of natural features.

In the layout of streets and blocks, natural features such as drainage-ways, rock formations, soil, vegetation, and topography shall be preserved as much as possible.

(Code 1973, § 16.40.020; Ord. No. 12-1972, § IV:1:b, 1972)

16.40.030. Cul-de-sacs.

Cul-de-sacs shall be designed with regard to section 16.40.020, and to the type of development, proposed density, and other features requiring consideration. Cul-de-sacs shall not exceed 500 feet in length and shall be designed with a turn-around of at least 120 feet in the diameter of the right-of-way or by providing a loop street with a minimum centerline radius of 60 feet.

(Code 1973, § 16.40.030; Ord. No. 12-1972, § IV:1:c, 1972)

16.40.040. Centerline off-sets of intersecting streets.

Centerline off-sets of intersecting streets shall be avoided, but where necessary shall be not less than 150 feet. Roadways shall normally be located in the center of the right-of-way. Paved surfaces shall be located in center of the right-of-way.

(Code 1973, § 16.40.040; Ord. No. 12-1972, § IV:1:d, 1972)

16.40.050. Blocks.

Blocks in residential subdivisions shall be not less than 400 feet long and not more than 1,400 feet long, except where topography and other conditions justify variations. When blocks exceed 1,000 feet in length a midblock walkway and/or pedestrian crosswalks, not less than ten feet wide, may be required to provide access to community and other facilities.

(Code 1973, § 16.40.050; Ord. No. 12-1972, § IV:1:e, 1972)

16.40.060. Half streets.

Half streets shall be prohibited except where essential to the reasonable development of the subdivision or where it is found to be practical to require the dedication of the other half when adjoining property is subdivided.

(Code 1973, § 16.40.060; Ord. No. 12-1972, § IV:1:f, 1972)

16.40.070. Intersections.

Streets shall be laid out to intersect as nearly as possible at right angles, except where topography or other conditions justify variations. More than four approaches to any intersection shall be prohibited.

(Code 1973, § 16.40.070; Ord. No. 12-1972, § IV:1:g, 1972)

16.40.080. Access point to lots; culverts.

Each access point to a lot, if an adjacent roadside ditch is to be crossed, shall be provided with a corrugated metal pipe (CMP) culvert with a minimum diameter of 18 inches and a minimum length of 20 feet.

(Code 1973, § 16.40.080; Ord. No. 12-1972, § IV:1:h, 1972)

16.40.090. Design standards; arterials and residential streets.

Street design standards as shown below shall be used as guidelines for development:

(1) *Arterial streets.*

a. These streets are designed to permit rapid and relatively unimpeded traffic movement throughout the town. They will carry relatively high volumes of traffic and connect major land use elements and existing settlements.

b. Right-of-way shall be a minimum of 80 feet. A 24-foot all-weather road with six-foot shoulders on each side, surfaced with four inches of compacted three-fourths-inch minus gravel on a compacted subbase, shall be provided. Compaction shall be to 95 percent of the appropriate AASHO standard.

c. Intersections will generally be at grade but shall be limited. Curb cuts and median cuts shall be strictly controlled as to number and location. Traffic will be regulated by traffic control devices and channelization.

d. Grade and sight distances.

1. Grades: Not less than five-tenths of one percent; not more than ten percent.

2. Sight distance:

i. Horizontal: 100 feet.

ii. Vertical: minimum length equivalent to ten times the algebraic difference in the rate grade.

(2) *Major residential streets; collector streets.*

a. Major streets are designed to serve local needs in a neighborhood or subdivision by providing a means of collecting traffic and distributing it to the arterials. Curvilinear and loop streets are desirable, but in all cases efforts must be made to preserve the natural environment.

b. The right-of-way shall be a minimum of 60 feet. A 24-foot all-weather road with six-foot shoulders on each side, surfaced with four inches of compacted three-fourths-inch minus gravel on a compacted subbase, shall be provided.

c. Intersections will be at grade and limited in number; curb cuts will be limited as much as possible, and direct access from houses will be discouraged.

d. Grades and sight distances.

1. Grades: Not less than five-tenths of one percent. Not more than ten percent.

2. Sight distances:

i. Horizontal: 100 feet.

ii. Vertical: minimum length equivalent to ten times the algebraic difference in the rate of change of grade.

(3) *Minor residential streets.*

a. Minor streets are designed to serve the local needs of the subdivision by providing direct access to abutting properties. All traffic carried by minor street will originate or have a destination in the subdivision or neighborhood. Minor streets shall blend into the natural environment rather than destroy it.

b. Rights-of-way shall be a minimum of 50 feet except in areas where the tops of cuts or bottoms of fills encroach on individual lots and in those cases a minimum of 60 feet shall be required along the whole length of the street. A 32-foot all-weather road surfaced with four inches of compacted three-fourths-inch minus gravel on a compacted subbase, shall be provided.

c. Intersections will be at grade; curb cuts will be limited to one per lot and shall be designed to permit smooth access to the lot.

d. Grades and sight distances.

1. Grades: Not less than five-tenths of one percent; not more than ten percent.

2. Sight distances:

i. Horizontal: 100 feet.

ii. Vertical: minimum length equivalent to ten times the algebraic difference in the rate of grade.

(Code 1973, § 16.40.090; Ord. No. 12-1972, § IV:1:i, 1972)

16.40.100. Alleys.

Alleys shall be provided in commercial and industrial districts except where other definite and assured provision is made for service access. Dead-end alleys are prohibited.

(Code 1973, § 16.40.100; Ord. No. 12-1972, § IV:1:j, 1972)

16.40.110. Arterial streets in or abutting subdivision.

Where a subdivision abuts or contains an existing or proposed arterial street, the planning commission may require marginal access streets, reverse frontage lots with screen planting contained in a non-access reservation along with the property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of through and local traffic.

(Code 1973, § 16.40.110; Ord. No. 12-1972, § IV:1:k, 1972)

16.40.120. Railroad right-of-way or limited access highway right-of-way in or abutting subdivision.

Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the planning commission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.

(Code 1973, § 16.40.120; Ord. No. 12-1972, § IV:1:l, 1972)

16.40.130. Vacation street rights-of-way.

Street rights-of-way may be vacated upon approval of the town board and upon payment of the processing fee equal to the fee set forth in chapter 16.68.

(Code 1973, § 16.40.130; Ord. No. 5-1987, § 13, 1987; Ord. No. 14-1984, § 7, 1984)

16.40.140. Warranty of streets installed.

All developers, property owners and others who install streets or roads within the town shall warrant same for a period of two years from and after their acceptance by the town. During the two-year period all parts and labor for maintenance and repairs in connection with said streets or roads shall be at the sole cost of the installer of the streets or roads. At the end of the two-year warranty period, provided that the condition of the required streets or roads meets the town's specifications, all maintenance thereafter shall be at the expense of the town.

(Code 1973, § 16.40.140; Ord. No. 8-1995, § 4, 1995; Ord. No. 11-2021, § 1, 11-18-2021)

CHAPTER 16.44. LOTS

16.44.010. Shape and orientation.

The shape and the orientation of lots should be appropriate for the location of the subdivision and for the type of development proposed. The governing factor should be the usability of the lot. The general standards set out in this chapter shall apply in the evaluation of a subdivision plat.

(Code 1973, § 16.44.010; Ord. No. 12-1972, § IV:2:a, 1972)

16.44.020. Area.

The minimum area and the dimensions of lots shall conform to the requirements of the zoning ordinance for the district, in which the subdivision is located.

(Code 1973, § 16.44.020; Ord. No. 12-1972, § IV:2:a(1), 1972)

16.44.030. Dimensions.

The minimum dimensions of lots for residential use shall normally be 50 feet in width at the property line, and 100 feet in depth. Flag lots will have at least a 40-foot frontage where the base of the stem abuts the property line.

(Code 1973, § 16.44.030; Ord. No. 12-1972, § IV:2:a(2), 1972)

16.44.040. Width to depth ratio.

The depth of a lot shall not be greater than twice its width.

(Code 1973, § 16.44.040; Ord. No. 12-1972, § IV:2:a(3), 1972)

16.44.050. Corner lots.

For residential use, corner lots shall be platted so as to permit conformance with the street side yard requirements of the zoning ordinance.

(Code 1973, § 16.44.050; Ord. No. 12-1972, § IV:2:a(4), 1972)

16.44.060. Side lot lines.

Side lot lines shall be approximately at right angles or radical to the centerline of streets. Side lines of lots located on a cul-de-sac shall be approximately radical to the adjacent right-of-way line.

(Code 1973, § 16.44.060; Ord. No. 12-1972, § IV:2:a(5), 1972)

16.44.070. Ingress and egress.

Each lot in a new or replatted subdivision shall have sufficient means of vehicular ingress and egress to a dedicated public street. However, there shall be no access from individual lots to federal and state highways, and where feasible, to arterial roads as designated on the major thoroughfare plan, except through frontage roads.

(Code 1973, § 16.44.070; Ord. No. 12-1972, § IV:2:a(6), 1972)

16.44.080. Coverage and building setback lines.

Lot coverage and building setback lines shall conform to the zoning ordinance in title 17.

(Code 1973, § 16.44.080; Ord. No. 12-1972, § IV:2:a(7), 1972)

16.44.090. Commercial and industrial lots.

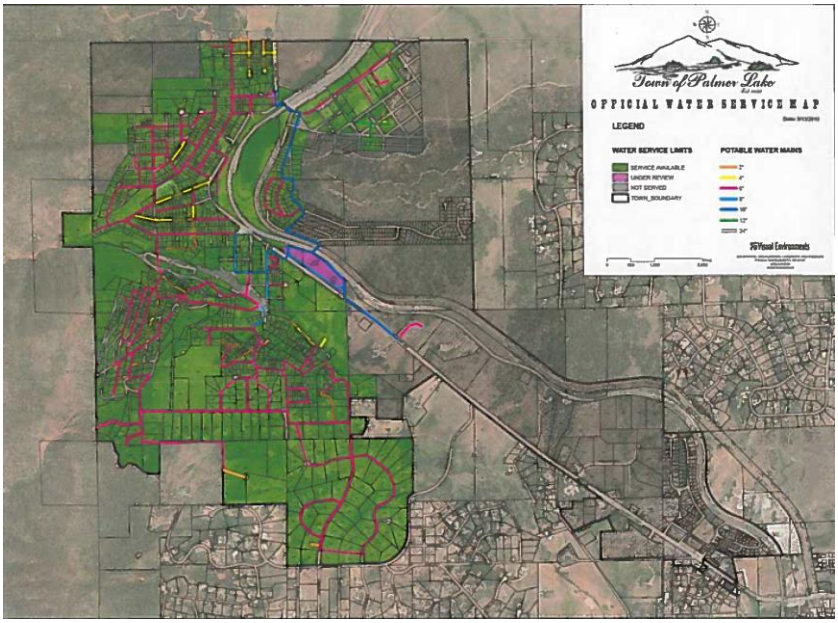
Width and depths of commercial and industrial lots shall provide ample space for the required off-street parking and loading facilities and for the type of establishments contemplated for development.

(Code 1973, § 16.44.090; Ord. No. 12-1972, § IV:2:a(8), 1972)

CHAPTER 16.48. WATER AND SEWER UTILITIES

16.48.010. Water supply system.

(a) Effective June 28, 2018, the town's public water supply system shall not be enlarged or expanded to provide water service outside the existing perimeters of the water supply system as identified on the following map, which shall be part of this section:



Water System Map

(b) Service or main line connections to the town's water supply system not otherwise restricted in accordance with subsection (a) of this section shall at all times conform to the engineering standards of the town. Fire plugs shall be installed at each intersection or every 600 feet, whichever is less. Standpipes are prohibited. Connections to water lines in alleys are prohibited.

(Code 1973, § 16.48.010; Ord. No. 12-1972, § IV:3:a, 1972; Ord. No. 16-2018, § 2, 9-13-2018)

16.48.020. Sewage treatment.

(a) Where a public sanitary sewer is accessible by gravity flow within 500 feet of the final plat, the subdivider shall connect thereto and provide adequate sewer lines and stubs to benefit each lot. Where a public sanitary sewer accessible by gravity connection is not within 500 feet of the final plat, but where plans for the installation of public sanitary sewers within such proximity to the plat have been prepared and construction will commence within 12 months from the date of the approval of the plat, the subdivider shall be required to install sewers in conformity with such plans.

(b) Sewer lines shall be located as per the requirements of the town sanitation district. Sewer manholes shall be installed at every 400 feet. Connections to sewer lines in alleys are prohibited.

(c) Notwithstanding the 500 feet maximum in subsection (a) of this section, when a subdivision is located within a proposed service area, as designated on the regional sewer plan, or other municipal/county plan, provisions shall be made for connection to the public sewer system. It will not be mandatory to connect to the system until it is available within 500 feet but break and domestic lines will be emplaned.

(d) A drawing of the sewer system, as built, shall be provided to the town clerk. The drawing shall be at a suitable legible scale and shall be on mylar or other stable drafting material.

(Code 1973, § 16.48.020; Ord. No. 12-1972, § IV:3:b, 1972)

16.48.030. Minimum lot sizes for water and sewer.

(a) Municipal or other public provision of sewer is required on lots less than 2½ acres in area.

(b) On lots of 2½ acres but less than five acres, a central system for sewage treatment will be provided, designed, and built in a manner approved by the state health department; provided, however, that the request for a central system for sewage treatment may be waived by the board for good cause.

(c) On lots outside the town's water supply system perimeter as described in section 16.48.010, individual water facilities may be installed.

(d) On lots of five acres or more, individual sewer facilities may be installed according to regulations herein and the appropriate state laws.

(Code 1973, § 16.48.030; Ord. No. 12-1972, § IV:3:c, 1972; Ord. No. 3-1987, § 1, 1987; Ord. No. 16-2018, § 3, 9-13-2018)

16.48.040. Septic tank systems.

(a) *Cesspools.* Cesspools are prohibited in all types of subdivisions.

(b) *Size, type.* Size and type of septic tanks.

(1) The minimum size of septic tanks shall be in accordance with the following:

a. Two or fewer bedrooms: 750 gallons.

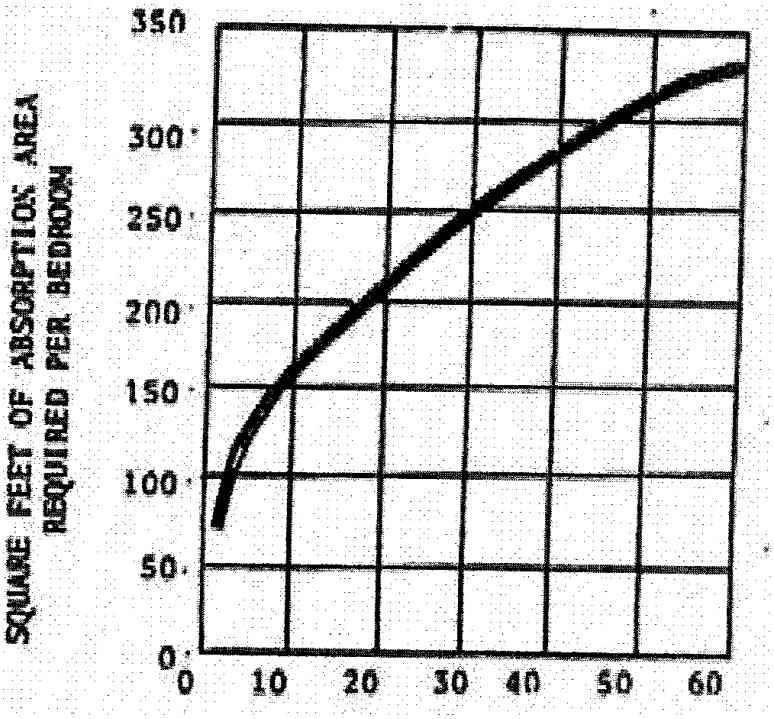
b. Three bedrooms: 1,000 gallons.

c. Four bedrooms: 1,250 gallons.

For each additional bedroom, a further 250 gallons will be added to the capacity of the tank.

(2) Tanks will be constructed of concrete or sealed concrete blocks. The use of steel tanks is discouraged.

(c) *Absorption fields.* Absorption fields will be of approved design and of a size adequate for the percolation rate of the soil, on which the field is located. The following graph shall be used in determining the size of absorption fields (a 20 percent safety factor will be added to the area measured from the graph):



Percolation Rate (Min/in)

(d) *Sealed vaults.*

(1) In areas where the percolation rate is slower than one inch per hour or contamination of the water table is possible, sealed vault systems shall be installed.

(2) In areas where the soil cover is not of sufficient depth to support an absorption field, that is, less than 30 inches, sealed vaults will also be installed.

(Code 1973, § 16.48.040; Ord. No. 12-1972, § IV:3:d, 1972)

16.48.050. Sewage system installation; distances.

(a) The following minimum distances will be observed whenever a sewage system is installed:

	Horizontal Distance (feet) from:				
Component of System	*Well or Section Line*	*Water Supply Line (Pressure)*	*Stream*	*Dwelling*	*Property Line*
Building sewer	50	10(a)	50	..	..
Septic tank	50	10	50	5	10
Disposal field and seepage bed	100	25	50	20	5

Seepage pit	100	50	50	20	10

(b) Where the water supply line must cross the sewer line, the bottom of the water service line within ten feet of the point of crossing shall be at least 12 inches above the top of the sewer line. The sewer line shall be of cast iron with leaded or mechanical joints at least ten feet on either side of the crossing.

(Code 1973, § 16.48.050; Ord. No. 12-1972, § IV:3:d, 1972)

16.48.060. Warranty of water supply system.

A subdivider who installs or has installed a water supply system connected to the water system of the town shall warrant same for a period of two years following the acceptance of the water supply system by the town. During the two-year period all parts and labor for maintenance and repairs in connection with said improvements shall be at the sole cost of the subdivider. At the end of the two-year warranty period, provided that the condition of the required improvements meets the town's specifications, all maintenance shall thereafter be at the expense of the town.

(Code 1973, § 16.48.060; Ord. No. 8-1995, § 5, 1995)

CHAPTER 16.52. STREET NAMES

16.52.010. Duplication prohibited; approval; continuing streets.

The names of streets shall not duplicate either phonetically or alphabetically any existing street name. Names shall be approved by the planning commission. Any street which is a continuation of an existing street or which approximates said continuation shall bear the name of the existing street.

(Code 1973, § 16.52.010; Ord. No. 12-1972, § IV:4:a, 1972)

16.52.020. Designation procedure.

Street name designation shall be as follows:

(1) "Boulevard" or "parkway" shall be reserved for roadways designated on the major street plan having a median divider of sufficient size to allow for landscaping;

(2) "Avenue" or "road" shall be reserved for streets of substantial continuity such as major residential streets;

(3) "Street" or "drive" shall be reserved for streets of less continuity such as minor residential streets.

(Code 1973, § 16.52.020; Ord. No. 12-1972, § IV:4:b, 1972)

16.52.030. Comprehensive street number plan.

The town administrator for the town is hereby directed by the town board to develop an overall comprehensive plan for assignment of street numbers for each building currently built or planned for the town and shall assign said street numbers to each building.

(Code 1973, § 16.52.030; Ord. No. 13-1988, § 1, 1988; Ord. No. 3-1989, § 11, 1989)

16.52.040. Notification.

The town administrator shall notify each building owner or occupant as to the correct street number of any building that does not have the correct assigned number.

(Code 1973, § 16.52.040; Ord. No. 13-1988, § 2, 1988; Ord. No. 3-1989, § 11, 1989)

16.52.050. Correct street numbers displayed.

All owners of buildings or tenants shall within 30 days from the date of notification of the correct street number have the correct street number prominently displayed on said building so that the same may be seen from the street.

(Code 1973, § 16.52.050; Ord. No. 13-1988, § 3, 1988; Ord. No. 3-1989, § 11, 1989)

CHAPTER 16.56. EASEMENTS

16.56.010. Public utility easements.

(a) Utility easements on rear or side lot lines shall be provided for sanitary sewers where necessary and shall be a total of at least 20 feet wide.

(b) Terrain permitting easements for other public utilities such as telephone, gas, and electrical service shall be provided along the rear lot lines. Anchor easements shall also be provided where applicable. Wherever possible, all lines should be buried underground unless undue hardship would be caused by such placement.

(c) In all cases, however, the design and location of easements shall be agreed upon by the subdivider, the appropriate utility company, town staff and the planning commission or board of trustees.

(Code 1973, § 16.56.010; Ord. No. 12-1972, § IV:5:a, 1972)

16.56.020. Drainage easements.

Where a subdivision is traversed by a watercourse, drainageway, channel, or stream; or the subdivision includes permanent stormwater quality control measures, there shall be provided a stormwater easement or drainage right-of-way of such width as will be adequate for both waterflow and maintenance operations.

(Code 1973, § 16.56.020; Ord. No. 12-1972, § IV:5:b, 1972; Ord. No. 04-2020, § 9, 6-11-2020)

16.56.030. Other easements.

Easements may also be required by other public agencies for a variety of purposes. Whenever possible, these easements shall be so established as to enhance the environment of the subdivision.

(Code 1973, § 16.56.030; Ord. No. 12-1972, § IV:5:c, 1972)

CHAPTER 16.60. REQUIRED IMPROVEMENTS

16.60.010. Developer's responsibilities.

It shall be the responsibility of the developer to install, in accordance with the plans, specifications, and data approved by the town engineer or his deputy the required improvements outlined below.

(Code 1973, § 16.60.010; Ord. No. 12-1972, § V:1, 1972)

16.60.020. Reimbursement for costs.

Whenever the capacity of required roads, pipes, or system shall exceed that which is required for the service of the subdivision, the town shall reimburse the developer for the extra cost incurred in meeting the increased requirements.

(Code 1973, § 16.60.020; Ord. No. 12-1972, § V:2, 1972)

16.60.030. Required improvements.

Improvements are required according to the following schedule:

(1) *Monuments.* Shall be placed at all block corners, angle points, points of curves in streets, and at intermediate points as shall be required by the town engineer. Material to be approved by him (iron rods, pipes of pins, one inch or more in diameter, 24 inches more below grade).

(2) *Lot pins.* Lot pins at each corner of all lots.

(3) *Grade profiles.* Grading and centerline gradients as per plan and profiles approved by county engineer to conform to design standards.

(4) *Storm drainage.* Storm drainage improvements, as per plans approved by the county engineer, using a 25-year design storm.

(5) *Sewage disposal.* Private methods depending on lot size. Provisions shall be made for connection to the public system.

(6) *Streets.*

a. Arterial streets: 80-foot right-of-way.

b. Major residential streets: 60-foot right-of-way.

c. Arterial and major residential or collector streets shall be surfaced with a 24-foot roadway and six-foot shoulders on each side on an approved compacted subbase, adequate to provide an all-weather road, surfaced with four inches of compacted three-fourths-inch minus gravel.

d. Minor residential streets: 50-foot right-of-way and shall consist of a 32-foot roadway on an approved compacted subbase to provide an all-weather road.

(7) *Street name signs.* Street name signs at all intersections. Signs will be uniform in design and materials with lettering at least 3½ inches wide and be legibly mounted. Yellow diamond, black lettered signs shall be placed at the entrance of all dead-end streets of cul-de-sacs.

(8) *Fireplugs.* Fireplugs at each intersection or 600 feet wherever a public water supply is used.

(9) *Dedication.* Dedication of land or each in lieu of dedication, for public purposes.

(10) *Sewage disposal.* When the public sewer is available the subdivider shall install the required sewer lines in the center of the street right-of-way at a minimum depth of six feet from the finished street grade.

(11) *Water supply.* When the public water supply is used, the subdivider shall install the required water lines at a minimum depth of six feet from the finished street grade. The line shall be located ten feet to the north of the road centerline in east-west road, and ten feet to the east of the centerline in north-south roads.

(12) *Permanent stormwater quality control measures.* All applicable development sites shall have operational permanent stormwater quality control measures at the completion of the site. The developer shall install and ensure mechanisms are in place to ensure the long-term operation and maintenance of all permanent stormwater quality control measures determined to be necessary in the drainage plan required in chapter 17.68.

(Code 1973, § 16.60.030; Ord. No. 12-1972, § V:3, 1972; Ord. No. 5-1973, §§ 7—9, 1973; Ord. No. 04-2020, § 10, 6-11-2020)

CHAPTER 16.62. VARIANCES

16.62.010. Discharges to the municipal separate storm sewer system (MS4).

All requests for a variance from control measure requirements of the town's MS4 permit shall be applied in a manner that complies with the terms and conditions of the MS4 permit. The burden of demonstrating compliance with the MS4 permit when requesting a variance is the responsibility of the person making such request. The planning commission shall make the final determination to approve or deny all variance requests.

(Ord. No. 04-2020, § 11(16.64.020), 6-11-2020)

CHAPTER 16.64. ENFORCEMENT AND PENALTY

16.64.010. Compliance required.

(a) No plat of any subdivision within the application of these regulations shall be entitled to be filed or recorded or have any validity until such plat has been prepared, approved, and acknowledged in the manner prescribed by these regulations.

(b) It is unlawful to sell, trade, or otherwise convey any lot or parcel of land as a part of or in conformity with any plat, plan, or replat or any subdivision within the area subject to application of these regulations unless the plan, plat or replat shall have been approved as prescribed herein and filed and recorded.

(Code 1973, § 16.68.010; Ord. No. 12-1972, § VII:1, 1972)

16.64.020. Penalty for violations.

Any individual or person acting as a subcontractor or as an agent for a subdivider who is found guilty of violating any of the provisions of this title is guilty of a misdemeanor and shall, upon conviction, be punished according to the general penalty in chapter 1.12. The sale of each and every lot sold in violation of this title is considered a separate violation. These penalties shall be in addition to any others that may be imposed.

(Code 1973, § 16.68.020; Ord. No. 12-1972, § VII:2, 1972; Ord. No. 1-2003, § 25, 2003)

CHAPTER 16.68. SUBDIVISION FEES

16.68.010. Additional costs.

In addition to the fees set forth in this chapter the subdivider or his agent shall be liable to the town for any and all additional fees and costs incurred by the town to third parties in connection with the plat or application from the subdivider or his agent. Such additional fees and costs would include, but not be limited to, fees and costs incurred from the town engineer in reviewing the application or plat, including touring the site and conducting any investigations deemed appropriate; fees and costs incurred by the town attorney in reviewing any application or plat; fees and costs incurred by state or local agencies in conjunction with the review of the preliminary plat as required by section 16.20.040; publication fees and costs; consulting fees; and any other fees and costs of like nature or character incurred by the town in connection with the application or petition of the subdivider or his agent.

(Code 1973, § 16.75.010; Ord. No. 15-1987, § 1, 1987; Ord. No. 5-1995, § 1, 1995)

16.68.020. Fee amounts.

The fees referred to in sections 16.68.020 through 16.68.080 inclusive are set out in the town master fee schedule, said schedule to be adopted and amended from time to time by resolution of the board of trustees, and made available for public examination during normal business hours in the office of the town clerk.

(Ord. No. 7-2016, §§ 1, 2, 4-28-2016)

16.68.030. Master plan.

An application fee for a master plan shall be paid by the subdivider or his agent to the town clerk at the time of filing the master plan.

(Code 1973, § 16.75.020; Ord. No. 15-1987, § 2, 1987; Ord. No. 7-2016, § 1, 4-28-2016)

16.68.040. Preliminary plat application fee.

The application fee for a preliminary plat shall be paid by the subdivider or his agent to the town clerk at the time of filing the preliminary plat.

(Code 1973, § 16.75.030; Ord. No. 15-1987, § 3, 1987; Ord. No. 7-2016, § 1, 4-28-2016)

16.68.050. Final plat application fee.

The application fee for a final plat shall be paid by the subdivider or his agent to the town clerk at the time of filing of the final plat.

(Code 1973, § 16.75.040; Ord. No. 15-1987, § 4, 1987; Ord. No. 7-2016, § 1, 4-28-2016)

16.68.060. Vacation plat fee.

The fee for a vacation plat shall be paid by the vacator or his agent to the town clerk at the time of filing of the vacation plat.

(Code 1973, § 16.75.050; Ord. No. 15-1987, § 5, 1987; Ord. No. 7-2016, § 1, 4-28-2016)

16.68.070. Minor subdivision fee.

The fee for a minor subdivision shall be paid by the subdivider or his agent to the town clerk at the time of filing of the minor subdivision.

(Code 1973, § 16.75.060; Ord. No. 15-1987, § 6, 1987; Ord. No. 7-2016, § 1, 4-28-2016)

16.68.080. Vacation of street fee.

The vacation of street right-of-way fees shall be paid to the town clerk at the time of filing an application for vacation of a street right-of-way. Said fee may be adjusted by resolution, including by the adoption or amending of a town master fee schedule, as deemed necessary by the town board of trustees.

(Code 1973, § 16.75.070; Ord. No. 15-1987, § 7, 1987; Ord. No. 7-2016, § 1, 4-28-2016; Ord. No. 14-2020, § 1, 9-24-2020)

16.68.090. Permit fee for removal or stockpiling of earth, sand, rocks and gravel.

The fee for a permit to remove or stockpile earth, sand, rocks, or gravel shall be paid to the clerk of the town at the time of filing the application for the permit.

(Code 1973, § 16.75.080; Ord. No. 9-1989, § 6, 1989; Ord. No. 7-2016, § 1, 4-28-2016)

CHAPTER 16.72. DRAINAGE

16.72.010. Fees.

Fees shall consist of a drainage fee which shall be paid at the time of issuance of a building permit for new construction or when assessed and charged by the town clerk. Remodeling and additions to existing structures shall not pay a drainage fee if the net impervious area of the lot will not increase. The fees to be paid shall be those in effect as set forth in the master fee schedule at the time of issuance of a building permit or assessment of fees by the town clerk and will be based on any net increase in impervious area.

(Code 1973, § 16.80.010; Ord. No. 3-2000, § 2, 2000; Ord. No. 16-2000, § 1, 2000)

16.72.020. Fee calculation.

Drainage fees shall be based on a review by the town and shall be computed on a case-by-case basis. For purposes of this chapter, the term "impervious surface" means surfaces on or in real property where the passage of storm water into the earth's surface has been reduced by the works of man. Works of man include buildings,

roads, driveways, patio areas, roofs, sidewalks, parking lots or storage areas, and other manmade structures or hard-surfaced areas.

(Code 1973, § 16.80.020; Ord. No. 3-2000, § 3, 2000)

16.72.030. Reserved.

16.72.040. Responsibility of town engineer and town clerk.

(a) The implementation of this fee system shall be determined by the town engineer and collection shall be the responsibility of the town clerk of the town at the time of issuance of building permits. The basic procedure for handling credits and/or reimbursements will be the responsibility of the town engineer and will be as follows:

(1) A project which has no requirements to construct reimbursable drainage facilities will pay all drainage fees at the time of issuance of the building permit.

(2) When the cost estimate for reimbursable drainage facilities is less than the drainage fee for a project, the amount of the engineer's cost estimate is subtracted from the fees due to obtain the balance due in cash at the time of the issuance of the building permit.

(3) When the engineer's cost estimate for providing reimbursable drainage facilities is greater than the drainage fee due for a project, no cash fees are paid at the time of permit. Actual costs of the facilities in excess of the fees due are eligible for credit or reimbursement from the drainage fund as funds become available.

(b) The operation detail shall include the following fee reductions, credits and/or reimbursements subject to approval by the town engineer after the town's administrative and engineering expenses:

(1) A fee reduction of 25 percent for those portions of development that consist entirely of 2.5 acres and larger lots.

(2) If the town engineer determines that the use of the prudent line is appropriate in a proposed use or development of property in the town, a fee reduction up to the total fee for the land require by the town to be dedicated for the prudent line, which is in excess of the floodplain, will be implemented. If the reduction exceeds the total fee, the remainder of the credit will be paid by the town when the drainage fund account has sufficient monies to do so. In addition, a reasonable construction cost for channel improvements associated with the prudent line and/or offsite planning study considerations will be eligible for credits and/or reimbursements.

(3) 100 percent of the reasonable land and construction cost of large on-site ponds that are either required facilities in a drainage basin planning study or an addendum to a drainage basin planning study that was prepared pursuant to town criteria, accepted by the town engineer and paid for by other than the town, will be eligible for credits and/or reimbursement.

(4) 100 percent of the reasonable land and construction cost of other regional facilities that are identified as reimbursable in a drainage basin planning study will be eligible for credits and/or reimbursement.

(5) 100 percent of the cost of approved drainage basin planning study will be eligible for credits and/or reimbursement.

(Code 1973, § 16.80.050; Ord. No. 3-2000, § 6, 2000)

16.72.050. Drainage basin planning study.

If a proposed use or development of property in the town varies from the existing drainage basin planning study, as previously defined, the master fee schedule drainage fees may be inapplicable. If the town determines that the proposed use or development may cause a material increase in stormwater runoff over the current approved drainage basin planning study, the town may direct the person or entity responsible for paying the drainage fee to prepare, at that person's or entity's expense, a drainage basin planning study or addendum to drainage basin planning study or a master development drainage plan. Such study shall be prepared pursuant to drainage criteria. If such study establishes that the fee contained in the attached schedule is incorrect, the town shall modify the drainage fee for the proposed use or development accordingly.

(Code 1973, § 16.80.060; Ord. No. 3-2000, § 7, 2000)

16.72.060. Changes in fee.

Changes in a fee based upon inflation in costs or new information, including, but not limited to, a new drainage basin planning study or an addendum to a drainage basin planning study shall require action of the board of trustees.

(Code 1973, § 16.80.070; Ord. No. 3-2000, § 8, 2000)

16.72.070. Palmer Lake drainage fund.

All funds collected for drainage fees under this chapter shall be placed in the town drainage fund. Expenditures from said fund shall be directly related to drainage problems and the construction or maintenance of drainage related structures within the town or reimbursements as set forth in section 16.72.040.

(Code 1973, § 16.80.080; Ord. No. 3-2000, § 9, 2000)

CHAPTER 16.76. LAND DEDICATION

16.76.010. Land for public uses.

In addition to dedication of lands for roads and easements for drainage and utilities, every subdivider shall convey to the town land for the purpose of providing parks, open space, trails, school sites, or other public purposes as determined by the board pursuant to the provisions of this chapter. The total public land dedication (or the cash in-lieu market value), not including right-of-way, shall equal 20 percent of the total land area (gross area) for a residential development and ten percent for a nonresidential development

(Code 1973, § 16.90.010; Ord. No. 2-2001, § 3, 2001; Ord. No. 1-2003, § 6, 2003; Ord. No. 7-2011, § 1, 2011; Ord. of 7-21-2012)

16.76.020. School land dedication or cash in-lieu thereof.

(a) *School standards.* It is hereby found and determined that minimum acreage requirements for schools, assuming ideal site topography, are as follows:

(1) Elementary schools: 450 students, ten acres minimum net usable acreage, 0.0222 acres per student.

(2) Middle schools: 900 students, 25 acres minimum net usable acreage, 0.0278 acres per student.

(3) High school: 1,900 students, 50 acres minimum net usable acreage, 0.0263 acres per student.

(b) *Dedication standards.* Applicable fees in lieu of land dedication shall be established by resolution of the board of trustees. Dedication of land for school purposes shall be based upon the following standards by unit type:

(1) Land dedication for residential unit in square feet:

School Level	*Student Generation*	*Acres Per Student*	*Dedication Factor Per Unit*
Single-Family, Detached			
Elementary	0.318	0.022	0.007
Middle	0.152	0.028	0.004
Sr. High	0.188	0.026	0.005
Total	0.658	0.076	0.016
Single-Family, Attached & Mobile Home			
Elementary	0.171	0.022	0.004
Middle	0.085	0.028	0.002
Sr. High	0.114	0.026	0.003
Total	0.370	0.076	0.009
Townhome			
Elementary	0.070	0.022	0.002
Middle	0.035	0.028	0.001
Sr. High	0.045	0.026	0.001
Total	0.150	0.076	0.004
Multifamily			
Elementary	0.035	0.022	0.001
Middle	0.017	0.028	0.000
Sr. High	0.023	0.026	0.001
Total	0.075	0.076	0.002

School district. When, after recommendation of the school district, dedication of all of portion of required school lands is not deemed feasible.

(2) The term "single-family detached residential" means a residential dwelling unit completely separate of other units and situated on its own lot. For the purposes of this chapter, single-family detached residential development will include any new development with a density less than six dwelling units per acre.

(3) The term "single-family attached residential" means duplexes, patio homes and other residential dwelling units generally with a net density from six to ten units per acre for traditional construction and mobile homes, which are manufactured units located in rental space mobile home parks.

(4) The term "townhomes" includes residential units that are attached but have separate addresses and typically accommodate eight to 15 net dwelling units per acre.

(5) "Multi-family and other residential" means any type of residential units, including, but not limited to, apartments and condominiums. For the purposes of this chapter, multi-family and other residential will include any new development with a net density greater than 15 dwelling units per acre.

(c) *Fees in lieu of land or guarantee of future land dedication.* When, after recommendation of the school district, dedication of all or portions of required school lands is not deemed feasible or in the public interest, the school district may recommend to the board of trustees one of the following options:

(1) *Guarantee of future land.* Guarantee of future land dedication may be requested by the school district when dedication of all or portions of required school lands within the subdivision or project is not deemed feasible or in the public interest. Prior to final plat approval, the subdivider, the school district, and the board of trustees may enter into a written agreement in which the subdivider guarantees the future dedication of land for school sites. The current owner of the site and the guarantor, who shall provide proof of ownership, shall execute this agreement. The agreement shall include a legal description of the property to be dedicated, and the dedication shall be concurrent with recordation of the first final plat of the subdivision, unless the parties agree to stipulate a different timing of the dedication. The agreement shall be recorded with the office of the clerk and recorder of the county. The agreement shall be binding upon the subdivider's heirs, legal representatives, successors in interest, and assigns.

(2) *Fees in lieu of land.* When, after recommendation of the school district, dedication of all or portions of required school lands is not deemed feasible or in the public interest, the board of trustees shall require the payment of fees in lieu thereof except as indicated below.

(d) *Procedure.* The procedure for determining whether the subdivider is to dedicate land, pay a fee, or a combination of land dedication and fees, pursuant to statute, shall be as follows:

(1) Based upon conversations with both the town staff and school district staff during the pre-application phase of any project, at the time of filing a sketch plan or preliminary plat for approval, the subdivider shall, as part of such filing, either:

a. Designate the general area or areas the subdivider proposes to set aside for school sites and shall indicate the number of acres proposed for such uses and the number of proposed dwelling units in the development; or

b. Request waiver of a requirement to provide for school land dedication. A waiver from the dedication of land for a school site and approval of payment of cash-in-lieu of land may be granted by the board of trustees when it can be documentation that the calculated acreage dedication is not sufficient to generate an entire school site, generates the need for slightly more acreage than is needed for a school site, or a site for a larger, upper grade level school is needed. A waiver may also be granted if it is documented and agreed upon by the school district that no school children will be eligible to live in the units, such as in senior citizen only apartments where children are not allowed by federal rule. If the use of the apartments changes in the future and children could reside in the units, then the school district shall be entitled to receive cash-in-lieu of land payment from the residential unit owners in conformance with this chapter.

(2) The preliminary plat and final plat of a proposed subdivision shall designate the specific areas proposed for uses as school sites, the number of acres so designated, and the proposed number of lots by dwelling unit type in the subdivision; or, the waiver of this requirement and agreement to provide cash-in-lieu; or a plat note indicating that no children will be generated by the development.

(3) School sites dedicated through this procedure shall conform to the school site size requirements and site criteria policy adopted by the school district and incorporated herein.

(e) *Determination of school land dedication.* If the board of trustees determines that the dedication of land for school purposes is appropriate, then the subdivider shall convey the property and all improvements located

thereon by general warranty deed to the school district with the recording of the final plat. Concurrently, the subdivider shall convey all tributary, non-tributary and not non-tributary water rights owned by the developer as a consequence of ownership of the dedicated property, water rights underlying the property, well rights, ditches and ditch rights appurtenant to the property, and mineral rights by warranty deed to the town with the recording of the final plat.

(f) *Determination of cash in-lieu payments.* If the board of trustees determines that cash-in-lieu of land for school purposes is appropriate, the amount of such cash amount shall be determined with reference to the following criteria:

Land Value	$83.160 per acre

Unit Type	*Cash-in-lieu Amount per Unit*
Single-family detached	$1,350.00
Single-family attached & Mobile Homes	$762.00
Townhomes	$762.00
Multi-family	$762.00

(g) *School fee fund.* A fund established for use of providing for the acquisition of school lands by the town. Fees collected shall be deposited into the school fee fund. From time to time, the school district may request that revenue deposited in the school fee fund be transferred to a school district account for use in the accordance with this chapter. Transfer of any revenue with documentation, including building permits and school fees collected, shall occur not less than annually and shall include any interest earnings accrued. Funds shall be used as provided by school statute C.R.S. § 22-45-103(1)(c).

(Code 1973, § 16.80.020; Ord. No. 2-2001, § 4, 2001; Ord. No. 1-2003, § 7, 2003; Ord. No. 7-2011, § 2, 2011; Ord. of 7-21-2012)

16.76.030. Park land dedication or cash in-lieu thereof.

(a) *Land dedication standards.*

(1) Any land to be dedicated as a requirement of this section shall be suitable, in the opinion of the board of trustees, for use as parks, open space, and/or trails. Land dedication shall include the board of trustees for use as parks, open space, and/or trails. Land dedication shall include the real property together with all tributary, non-tributary, and not non-tributary water rights owned by the subdivider as a consequence of ownership of the dedicated property, well rights, ditches, and ditch rights appurtenant to the property, mineral rights and all improvements thereon. Factors to be used in evaluating the adequacy of proposed park areas shall include, but are not limited to, size, shape, topography, geology, flora, fauna, access, and location. No such land dedication shall be located within the 100-year flood plan boundary unless this requirement is expressly waived by the board of trustees.

(2) The board of trustees, in consideration of the recommendations of the planning commission, will determine the suitability of the land proposed for dedication in providing for the intended purpose of the dedication, in accordance with the standards and criteria set forth in this section. If the board, in its sole discretion, determines that such land is not suitable for dedication or that the public interest would be better served by requiring cash in-lieu of such dedicated lands, the subdivider shall be required to provide cash in lieu of such dedicated lands pursuant to the provisions of subsection (b) of

this section. Further, nothing contained herein shall be construed to prevent the board from requiring that part of the park land dedication requirement be made in the form of dedicated land and that part of such requirement be made in the form of cash in lieu of the remaining requirements for such land.

(3) Dedication of land for parks, open space, trails and/or other public purposes shall be based upon the following subdivision category standards and park requirements:

a. *Commercial industrial use.* The standard for park dedication shall be five one-hundredths acre for each gross acre of commercial industrial use land.

b. *Residential use.* The park standard for dedication shall be five acres per 1,000 projected population. Projected population shall be based upon the average of the population yield per dwelling unit of all types of residential dwelling units. Based upon the 1990 U.S. Census, county the average yield is 2.69 persons per dwelling unit. Parks should, if feasible, be located adjacent to schools and to the residential units that they are intended to serve.

(b) *Fees in lieu of park land.* When the dedication of required park, open space, and trail lands is not deemed suitable or not in the public interest, the board of trustees shall require the subdivider, in-lieu thereof, to pay to the town a fee in-lieu of land. Such fees shall be determined by an appraisal performed by a qualified appraiser retained by the applicant. Such appraiser shall be acceptable to and approved by the town prior to such appraisal being conducted. The value of the land which is the basis for the appraised amount shall be determined as of the date that such land would have been dedicated to the town, if cash in lieu of such land dedication had not been required. The value determined by such appraisal shall be acceptable to and approved by the town.

(c) *Park fee fund.* A fund established for use in providing for the acquisition of park lands by the town. Fees collected shall be deposited within the park fee fund and shall be used solely to finance the acquisition of park lands, which will reasonably serve the needs of the town. Interest earned on park fees shall remain within the park fee fund and shall be used solely for the purposes set forth in this subsection; provided, however, that such earned interest may be used by the town to provide for necessary and required minimum levels of annual public health and safety maintenance of the properties until their development as parks.

(Code 1973, § 16.80.030; Ord. No. 2-2001, § 5, 2001; Ord. No. 1-2003, § 8, 2003; Ord. of 7-21-2012)

16.76.040. Establishment of cash in-lieu of amounts.

The board of trustees shall establish the fees in lieu of land by amendments to this chapter. Such amendments may be made at any time.

(Code 1973, § 16.80.040; Ord. No. 2-2001, § 6, 2001; Ord. No. 1-2003, § 9, 2003; Ord. of 7-21-2012)

16.76.050. Credits for park and recreational open space.

Where private open space for park and recreational purposes is provided in a proposed subdivision and such space is to be privately owned and maintained by the future residents of the subdivision for the mutual use and benefit of the residents, a portion of the land area not to exceed 50 percent of the land dedication requirements may be credited against the requirement set forth in section 16.76.030, provided the board of trustees finds that it is in the public interest to do so and that the following standards are met and cited as findings of fact:

(1) That such open space, park, or recreational purpose is perpetually protected and maintained by enforceable instruments duly recorded in the public records of the county and maintenance of the land is adequately provided for by written agreement;

(2) That the proposed land area is reasonably usable for the use for park and recreational purposes;

(3) That the facilities proposed for the land area are in substantial accordance with the provisions of this section and are approved by the board;

(4) That the facilities proposed conform to and or complement the town comprehensive plan.

(Code 1973, § 16.80.050; Ord. No. 2-2001, § 7, 2001; Ord. No. 1-2003, § 10, 2003; Ord. of 7-21-2012)

KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: **Town of Palmer Lake Planning Commission**

From: Scotty P. Krob, Town Attorney

Date: November 15, 2024

Re: Consideration of Lakeview Heights Resubdivision Master Plan

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The Master Plan for Lakeview Heights Resubdivision is on the November 20, 2024 agenda for the Planning Commission's consideration and recommendation to the Board of Trustees. This memo is being provided to assist the Commission in its consideration. Under the applicable regulations, the Planning Commission is charged with reviewing the Master Plan and then submitting it to the Board of Trustees along with recommended actions. It is within the purview of the Commission to recommend approval, approval with conditions, or denial. The Master Plan must be approved, with or without conditions, by the Board of Trustees before the applicant proceeds to the next step, which will involve submission of a preliminary plat.

The comments from the Town's Design Review Team (DRT) are reflected in the November 11, 2024 memo from Dawn Collins to the applicant, that is included in your packet.

There are a couple issues related to this subdivision that have been raised and that the DRT would like to address at the outset of this memo and that we will be glad to follow up and discuss any questions you have at the meeting.

<u>Issue 1: What are the "applicable regulations" governing the Commission's consideration of this application?</u>

I recognize that the Planning Commission and the DRT have devoted a substantial amount of time and effort to developing new and improved subdivision regulations and that those new subdivision regulations were approved by the Board of Trustees based on the Planning Commission's recommendation, effective July 25, 2024. The question has been raised whether the most recent submittal from the applicant should be considered under the Town's new or

previous subdivision regulations. Having considered the issue and discussed the various filings with staff, my conclusion is that the Lakeview Heights subdivision is to be considered under the old regulations and that if the Town were to apply the new regulations, it would be changing the rules midstream, exposing the Town to potential liability. My reasons for reaching this conclusion are as follows:

When a land use application is submitted under one set of regulations and then the regulations are replaced with a new set, the regulations under which the application was initially submitted continue to govern the application if (1) the application was substantially complete at the time it was filed, (2) the applicant has pursued the application with reasonable diligence, and (3) the current application is substantially the same as the initial application. It is the date of initial submission, and not the date of completeness, that is the determinative date for deciding which regulations apply.

In this instance, the applicant submitted its original application on July 19, 2023. Its second submission was filed on November 15, 2023; third submission on July 26, 2024; and current resubmission on October 29, 2024. The Town Administrator has indicated the initial application was substantially complete, that many of the changes in subsequent submissions were made to comply with adopted regulations, at the request of Town staff and consultants, and that the current submission is substantially the same as the initial one. That is consistent with my understanding, as well.

Under these circumstances, the subdivision application should be reviewed under the subdivision regulations that were in place at the time of the original submission. For purposes of this memo, when there is a reference to the "applicable regulations" it refers to the subdivision regulations in effect on July 19, 2023. To assist the Planning Commission, a copy of the applicable code, which is Title 16 Subdivisions as it existed on July 19, 2023, is included in your packet.

Issue 2: Is a second access required?

It is my understanding that some of the early drawings related to the Lakeview Heights development showed a second access, but that second access is no longer available because a portion of the land needed for the second access is not owned by the applicant. The Town's engineer has provided the following information for the Planning Commission's guidance on this issue:

Regarding a second access to the proposed Lakeview Heights development, a review of the applicable criteria, adopted by the Town, from the El Paso County (EPC) Land Development Code (LDC) and Engineering Criteria Manual (ECM) indicate that a second access is not required by these criteria. The following is a summary of that review. Chapter 8 of the EPC LDC speaks to dead-end roads, particularly Paragraph 8.4.4.(D) which reads as follows:

(D) ***Dead-End Road Standards.***

(1) ***Maximum Number of Lots on Dead-End Road.*** *The maximum number of lots fronting and taking access from a dead-end road is 25. A corner lot is not counted in the maximum number of lots on*

a dead-end road when the fire department determines that adequate emergency access is provided to the corner lot by an alternative road.

(2) ***More than 25 Lots on a Dead-End Road.*** *Where more than 25 lots would front and take access to a dead-end road, a second means of access shall be provided. The second access shall be either a public road or a road located within an easement specifically constructed for emergency access purposes.*

In situations where a second access is planned but is not practicable to construct initially, a divided 4 lane road meeting the design and construction requirements of the ECM shall be considered a second means of access until the second access road is constructed. Provision for crossing the median of a 4 lane road by emergency vehicles shall be included in the design. Roads taking access from the 4 lane road shall be subject to the dead-end and roadway termination standards of this Code and the ECM.

(3) ***Maximum Length of Dead-End Road.*** *The maximum length of a dead-end road is governed by the ECM, and may be further limited in those areas subject to wildfire hazard in accordance with this Code.*

These paragraphs are speaking to dead-end roads not being allowed more than 25 lots. They are specifically speaking to the dead-end configuration, which is interpreted as a singular leg of road that ends without an access point, usually in a cul-de-sac or similar turn-around. The Phase 1 roads of the Lakeview Heights development are not necessarily dead-end roads. The internal roads are looped such that no dead-end roads are created. The issue of a second access for this development is focused more on the single point of entry to the site from Lake Avenue. Unfortunately, the LDC does not provide a specific definition of dead-end roads that can be interpreted or applied to the entry point of this development. When speaking to dead-end roads, the LDC does reference the ECM. However, the ECM does not address the number of access points to/from roads, it speaks only to the spacing of access points according to roadway classifications.
Applying the dead-end road configuration presented in the LCD to this development, dead-end roads are only identified in the future phase as the shorter cul-de-sac roads located toward the east end of the Master Plan drawing. If the applicant combines the lots along those future roads, as has been proposed, those roads would pass as having less than 25 lots. Keep in mind that the future phase is not being considered for approval at this time. For the Phase 1 being considered, since the LDC speaks to dead-end roads and not single access point developments, the adopted codes and regulations do not require a second access to the development as it is currently proposed with looped internal roadways.

To provide support to this conclusion, reference is made to a similar development in EPC. The Forest Lakes development started at Bristlecone Lake (west end of Baptist Road/Forest Lakes Drive from I-25) and progressed west toward the mountains. EPC approved this development that has a single access road into the development with looped internal roads and a few select dead-end roads. The characteristics of the Forest Lakes development are similar to the Lakeview Heights development. The similarities and the EPC approval of the Forest Lakes development supports the above interpretation of the LDC and ECM criteria as it applies to the Lakeview Heights development.

Staff recommendations

In addition to the two issues discussed above, the memo to the applicant identified a number of other issues warranting discussion by the Planning Commission. With regard to those issues, the DRT recommends the Planning Commission's recommendation of the Master Plan to the Board of Trustees include the following conditions:

1. With regard to ownership of the lots that are subject to the application, that the applicant provide evidence demonstrating that (1) it is the owner of all lots within the proposed resubdivision or (2) that it has written authority to act on behalf of each of the owners.

2. With regard to the requirement for an additional 5 feet on each side of the roadway, that the applicant either (1) add all impacted lot owners as applicants and dedicate the additional area on the plat or (2) obtain easement agreements acceptable to the Town from the owners of each of the affected lots.

3. With regard to other burdens the applicant proposes to place on lots not included in the application, including sprinklering of new homes, if required, and participation in the Firewise Community program, that the applicant provide written confirmation that the non-applicant lot owners have been advised of and consent to such burdens being placed on their property.

4. With regard to public land dedication, that the applicant dedicate 20% in the form of a parcel of property within the subdivision the Commission deems appropriate, or pay a fee in lieu of such dedication.

5. With regard to the roadway and related utilities, that the applicant provide evidence that the owners of all affected lots have received notice that their lot would be subject to a proportional reimbursement requirement before a building permit would be issued for their lot and of the anticipate costs involved.

6. With regard to engineering issues, that the matters identified by the Town's Engineer in the memo to the applicant be addressed, including the letter of intent from the wastewater provider, Master Plan Drawings, Traffic Impact Study, and Master Drainage Development Plan.

7. With regard to the detention facility for the subdivision, that it be included within the subdivision plat.

8. With regard to the zoning of the property, that all lots must be combined as part of the platting process.

9. Regarding stormwater drainage, that the comments of the Town's stormwater consultant as set forth in the memo to the applicant be addressed

10. A general note that the applicant must comply with all other applicable Town regulations in submitting and pursuing the preliminary and final plat.

The Commission should also discuss with the applicant the referral comments that are summarized in the memo to the applicant and recommend conditions the Commission deems appropriate to address those comments, particularly those of the El Paso County Department of Parks and Community Services and School District 38.

I look forward to our discussions.

PALMER LAKE FIRE DEPARTMENT

November 15, 2024

TO: Town of Palmer Lake Planning Commission

FROM: John Vincent, Fire Chief

RE: Consideration of Lakeview Heights subdivision Master Plan

During discussions with the developer and upon my last review of the Lakeview Heights documents, two points of egress cannot be met, and the developer will install fire sprinkler systems in the homes to be built. Exceptions of Section D107.1, Exceptions: 1,2 & 3 will be necessary and will be approved for this subdivision.

Per the International Fire Code-2015 and Town of Palmer Lake Ordinance 6-2021.

Section 907.2.25. Add a new Section 907.2.25 to read as follows:
907.2.25 One and Two-Family Dwellings in Wildland Urban Interface. Where specifically required on the approved development plan, one-and two-family dwellings (R3) occupancies located in wildland urban interface overlay, shall comply with Appendix K, in addition to other requirements of this code, or as identified on the approved development plans.

Section D107.1. Add a new exception #3 to Section D107.1 to read as follows: **D107.1 One or Two Family Dwelling Residential Developments.** Developments of one or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units *are* equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire code official is authorized to modify the requirement of two separate and approved fire apparatus access roads, when they are not possible due to location on property, topography, water ways, non-negotiable grades or similar.

PLANNING COMMISSION

Wednesday, November 20, 2024 at 5:00 PM

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

MINUTES

Call to Order. Chair Ihlenfeld called the meeting to order at 5:02 pm.

Roll Call. Commission members present: Lindsey Zapalac, Susan Miner, Tim Caves, Mark Bruce, Amy Hutson, Bill Fisher, Charlie Ihlenfeld. Others present: Trustee Dennis Stern, Administrator Dawn Collins, Attorney Scott Krob, GMS Engineering Consultant Mark Morton.

Approval of Minutes

1. Minutes from October 16, 2025 Meeting. MOTION (Caves, Bruce) to approve the minutes. Motion passed 7-0.

Public Hearing. Chair Ihlenfeld reviewed rules for the public hearing.

2. Application for Minor Resubdivision/Replat - Largo Terrace (201 Poco Ave, Beltran). Collins explained the request from the applicant to continue the hearing. An additional exhibit requested by staff was not prepared. Chair Ihlenfeld asked if any member of the public wanted to speak to this item. No person spoke. MOTION (Hutson, Zapalac) to continue the hearing until the January meeting (1/15/2025). Motion passed 7-0.

4. Recommendation on Resubdivision/Replat of Largo Terrace. No action.

3. Application for Master Plan Resubdivision of Lakeview Heights Units 3, 4 and Portion of Unit 2. Mr. Brooks Swenson, representing NES, introduced the team for the master plan application. Commissioner Amy Hutson stated that she owns parcels abutting this development. Mr. Swenson reviewed the request to combine and develop a portion of Lakeview Heights Unit 2, Unit 3 and 4 in proposed phases to meet the R-10,000 zoning code in the site location. The process for the master plan was reviewed including an overview of the site and original filing. Mr. Swenson referenced the Community Master Plan, fire code regulation to sprinkler, addressed traffic and drainage. He explained there are approximately 280 original lots and phase 1 proposes 47 combined lots and phase 2 approximately 33 combined lots. He reviewed the lots not owned by the applicant that may require a variance for lot size as well as the future phase considering large lot development, about 2.5 acres to utilize septic. Commissioner Zapalac inquired about the timeline of the phases. Mr. Swenson stated that a schedule will depend upon the time for preliminary plat process. Discussion was raised about meeting the open space requirement and the applicant proposed fees in lieu of land. Commissioner Hutson inquired about how phase 2 will be built without owning the lots. It was explained that it is necessary to account for all lots within the entire master plan to develop appropriate improvement of

infrastructure for the area. It was noted that the detention pond will be included in phase 1. Commissioner Miner inquired about the design of homes. Mr. Daryn Strop, Builder, stated all homes will be custom designed. Commissioner Caves asked how the applicant will grade without impacting lots that he does not own. Mr. Strop explained they will retain those, and all utilities will be stubbed at the time of improvement and that 5 ft easements will be obtained with the plat process. Attorney Krob explained the requirement of open space or fees in lieu of land. Commissioner Fisher questioned the code referenced for sprinklers. He raised concerns about there being over 25 homes and dead-end areas. The turn around areas and looping were reviewed. Commissioner Fisher stated there is a need for two separate ways in/out of the area, essentially a 750 ft dead end. He referenced code stating that if a second access cannot be provided, a four-lane roadway should be installed. Fisher requested definition of dead end and referenced NFPA code about separate access routes. GMS Consultant, Mr. Mark Morton stated the roadway improvement meets code with looped roadways, referencing the adopted Engineering Criteria Manual. Mr. Morton explained other similar County projects to confirm the code was interpreted properly and referenced Forest Lakes project with a single roadway looped. Discussion ensued among members about fire access and evacuation concerns. Chief John Vincent stated the proposed development, with sprinklers, complies and exceeds the fire code to move toward a Firewise community, and further explained the model Firewise community. Members stated they want safety for all residents in worst case scenario. Commissioner Fisher asked why the NFPA is not important and Chief Vincent responded that the NFPA code is a reference not a regulation adopted by the town. Discussion ensued about the railroad preventing ingress/egress. Discussion shifted to the detent pond and Mr. Daniel Madruga, Atwell, explained the preliminary plan for the detent pond, that details are still being worked through and will come with the preliminary plat process. Commissioner Miner asked if the pond is measurable and Mr. Madruga stated there is no measure, and calculations are run by current run-off data. Commissioner Caves inquired where water is directed and it was explained where the water will be captured, upstream, and along with curb and gutter, drainage easements will be placed on the applicant owned lots to the pond. Commissioner Zapalac expressed concern about the traffic impact to the existing Oakdale residents. Discussion ensued about improvement to the existing roadways from County Line Rd. Chair Ihlenfeld opened the hearing for public comment.

Ms. Jennifer Rausch, an Oakdale resident, stated her concerns about public safety not being at the expense of existing residents, noting there are 51 existing homes with one single access. She mentioned that sprinklering homes ignore the existing homes and asked if the town has a plan for the existing residents. Ms. Catherine McGuire stated her concern about the area being conserved and referenced the El Paso County Parks letter about the development, including trail connection and open space. The County comments requested that lot design be considered to tie into the Santa Fe trail to benefit open space and work with El Paso County for trail connection. Ms. Cyndee Henson asked about sprinklers impacting the existing resident water. She referenced the area being a wildlife corridor and asked where the detent pond water will go, should it be xeriscape, who will maintain roads, and asked if there will be an HOA. Mr. Pete Tomitsch, Oakdale resident, explained his experience with grassland wildfire, which is more likely, and stated that one egress is dangerous. He also stated he does not like the idea of construction trucks driving Oakdale for this development. Mr. John Emmon stated there are anywhere from 8 to 40 trains per day and when the train breaks down, it can be hours for repair, which he stated happens nearly once every 7-10 days. His concern is the medical emergency having inadequate response and endangering lives with the increased residents to the area. Mr. Edward R., Oakdale resident, stated that the increase in traffic will be a serious issue. Mr. Mike Beeson, Oakdale

resident, referenced the correspondence he shared with the Commission and commented about the current condition of Starview Circle, remarking that the drainage will likely undermine the new paved roadway and further degrade. He stated that traffic will increase from approximately 300 to 1200. Mr. Kip Murray verified roadway and access issues with a handout to the members and explained the erosion of the current right of way. He stated that a 5 ft easement is not enough and will need to move roadway. Ms. Cindi Leitch asked why a second access cannot be considered and challenged the applicant to address the concerns. Mr. Kurt Stevens stated that this is no-win matter, and the town will be sued by residents and the applicant. Mr. Kane Cotton stated any lot smaller than one acre is trying to pack in homes. Mr. Brian Wilson stated that, although he may be a minority, he owns a lot in the proposed plan, purchased it to build his dream home, has been paying taxes on the property for 26 years, and supports the development. Ms. Patty Brooks stated that the trains are fire danger. She stated her concern about her children often being late for school due to train and added traffic for the school. Mr. Gene Kalesti expressed concern about water tap availability. Mr. Rich Kuehster expressed his concern after experience of three evacuations, stating that one way out is unacceptable. Mr. Dan Martindale stated that he worked with El Paso County and is familiar with codes, suggesting that common sense should be applied. He stated that he moved to the community because it was safe.

Mr. Eric Sepp, applicant, addressed various comments. He stated that paving was planned with curb and gutter to County Line. He stated that all access rules meet current code. He explained there are two trail connections proposed, and easements will be placed on lots to connect to the Santa Fe trail, intending to work with El Paso County Parks. Discussion ensued about easements on property for drainage. Mr. Sepp reviewed various concepts that will comply with the code. Chair Ihlenfeld closed the hearing and asked for a brief recess.

Business Items

At 7:29 pm, Chair Ihlenfeld reconvened the meeting.

5. Recommendation on Lakeview Heights Master Plan Submittal.

Commissioner Caves inquired about water. Mr. Chris Cummins addressed the water service area and possible taps, stating that taps are on a first come, first serve basis with building. Mr. Mark Morton, GMS, stated that the improvements for the water system include additional supply, expanding the capacity. Commissioner Fisher stated that any recommendation to the Board should include preserving the natural environment, adding trails and open space to comply with the Community Master Plan. He asked how the master plan submittal meets the Community Master Plan. Discussion ensued about trail access and Chair Ihlenfeld stated generally residents walk to trails. Mr. Sepp stated his plan does grant vehicular access to the Santa Fe trail. Commissioner Caves suggested a paved pedestrian sidewalk on one side near the Lake and Starview connection. It was also suggested to consider an HOA for the applicant-owned lots to reduce on street parking. Mr. Sepp explained the lots are an average of 11,000 SF and allow additional parking aprons within the area. Commission members suggested that town staff address limiting parking on roadways. Attorney Krob explained the options for action – 1) approve as submitted; 2) deny the application; 3) approve the application with conditions; 4) continue the hearing for more information. It was agreed that members did not want to continue the hearing. Administrator Collins referred members to the recommendations noted on page 37 in the packet. Commissioner Miner moved through the recommendations for agreement from the members. Discussion took place about evidence of ownership and notification to other property owners of the cost recovery, required 5 ft easement, and the sprinkler requirement. Recommendations to include as

conditions for the applicant include items 1, 2, 3, 4 with a meandering trail through the applicant owned lots to connect to the Santa Fe trail and deduct the portion of land dedicated for trail and remaining be a fee in lieu of land; items 5, 6, 7, 8, 9, 10; and added 11 addressing EL Paso County Parks and Community Services comments; added 12 addressing School District 38 comments; added 13 for vehicular access easement to the trail; added 14 to consider a paved sidewalk on one side and lighting at the Lake connection to Starview; added 15 to update all exhibits for accurate paving; added 16 to address no on street parking for applicant owned lots; added 17 to address how this plan fits with the Community Master Plan; added 18 addressing a fire protection report and wildland fire plan for the proposal. Commissioner Fisher noted that two points of access is most important and cannot support this with one. Commissioner Hutson recused herself from the vote. MOTION (Ihlenfeld, Miner) to recommend approval of the master plan resubdivision with the list of 18 conditions to the Board of Trustees. Roll call vote – aye 3; nay 3 (Zapalac, Caves, Fisher); abstain 1 (Hutson). Motion fails due to tie vote 3-3. MOTION amended (Ihlenfeld, Miner) to add that the applicant show evidence to the Board why/how a second access is not possible. Roll call vote – aye 5; nay 1 (Fisher); abstain 1 (Hutson). Motion passed 5-1. This item will be brought to the Board of Trustees on December 12.

6. Distribute Article 2 Final Version. Collins noted the draft Article 2 for review and reference for the 12/2 workshop to review and provide comments for CMI.

Public Comment. None.

Next Meeting and Future Items. Workshop is scheduled on 12/2 to review preliminary pedestrian walkway design by GMS and review of Article 2 drafted by CMI. A special meeting date of 12/4 will be held for any action on revised code (PD, Articles). Discussion about a date for a potluck dinner took place. Susan Miner will consider her home and extend an invitation.

Adjourn. MOTION (Miner, Hutson) to adjourn at 9:16 pm. Motion passed.

Minutes by: Dawn A. Collins, Town Clerk

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 8 - 2025

A RESOLUTION APPROVING A RESUBDIVISION MASTER PLAN FOR LAKEVIEW HEIGHTS UNITS 3, 4 AND PORTION OF UNIT 2, PALMER LAKE WITH CONDITIONS

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, Sepp and Affiliates, LLC ("Applicant") is the owner of or has been authorized to act on behalf of the owners of several lots within the Lakeview Heights Unit 3, 4 and portion of Unit 2 subdivision, Palmer Lake ("the Property"); and

WHEREAS, the Applicant submitted an application proposing a master plan for resubdivision of the Property, as depicted on Exhibit A attached (the "Application"); and

WHEREAS, the proposed master plan meets the minimum requirements of Chapter 16 land use code, and other applicable Town ordinances applicable to master plans for the resubdivision of property, and there are no requests for waivers of any of the requirements of the various Town regulations that apply to the Application; and

WHEREAS, on November 20, 2024, the Planning Commission reviewed the Application and recommended approval of the Application with conditions; and

WHEREAS, on January 9, 2025, the Board of Trustees considered the Application, the recommendation of the Planning Commission, the presentation by the Applicant and the comments by the public.

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

1. The Applicant's master plan for resubdivision of Lakeview Heights Units 3, 4, and portion of Unit 2, Palmer Lake, as depicted on Exhibit A, and incorporated herein, is approved with the following conditions.

a) With regard to ownership of the lots that are subject to the Application, the Applicant shall provide evidence demonstrating that (1) it is the owner of all lots within the proposed resubdivision or (2) that it has written authority to act on behalf of each of the owners.

b) With regard to the requirement for an additional 5 feet of right-of-way or public improvement easement on each side of the currently platted right-of-way, the Applicant shall either (1) add all impacted lot owners as applicants and dedicate the additional area on the plat or (2) obtain easement agreements acceptable to the Town from the owners of each of the affected lots.

c) With regard to other burdens the Applicant proposes to place on lots not included in the Application, including sprinklering of new homes, if required, and participation in the Firewise Community program, the applicant shall provide written confirmation that the non-applicant lot owners have been advised of and consent to such burdens being placed on their property.

d) With regard to public land dedication, the Applicant shall dedicate 20% in the form of a parcel of property within the subdivision the Board of Trustees deems appropriate, or pay a fee in lieu of such dedication [PC recommendation: Dedication should include a meandering trail through the Applicant owned lots to connect to the Santa Fe trail to satisfy a a portion of the public land dedication requirements, with any remaining dedication obligation to be satisfied through a fee in lieu of land.]

e) With regard to the roadway and related utility improvements to be constructed and installed by Applicant, the Applicant shall provide evidence that the owners of all affected lots have received notice that their lot will be subject to a proportional reimbursement requirement before a building permit will be issued for their lot and of the anticipated costs involved. Applicant shall enter into a reimbursement agreement acceptable to the Town prior to approval of final plat.

f) With regard to engineering issues, the matters identified by the Town's Engineer in the memo to the Applicant dated November 11, 2024, shall be addressed by the Applicant, including the letter of intent from the wastewater provider, Master Plan Drawings, Traffic Impact Study, and Master Drainage Development Plan.

g) Delineation and establishment of the detention facility for the subdivision, shall be included within the subdivision plat.

h) With regard to the zoning of the property, all lots must be combined as part of the platting process.

i) Regarding stormwater drainage, the comments of the Town's stormwater consultant as set forth in the memo to the Applicant dated November 11, 2024 shall be addressed.

j) The Applicant shall comply with all other applicable Town rules and regulations in submitting and pursuing the preliminary and final plat.

k) Applicant shall address EL Paso County Parks and Community Services comments to their and the Town's satisfaction.

l) Applicant shall address School District 38 comments to the District's and the Town's satisfaction.

m) Applicant shall provide easements and all-weather surface improvements that allow vehicular access to the Santa Fe Trail acceptable to El Paso County officials.

n) Applicant shall update all exhibits for accurate paving and cross section details.

o) Applicant shall address how its proposed resubdivision fits with the Community Master Plan.

p) Applicant provide a fire protection report and wildland fire plan.

2. Timing for satisfaction of conditions. Unless a specific condition set forth in Section 2, above, specifies otherwise, all conditions must be fulfilled to the satisfaction of the Town prior to approval of the final resubdivision plat.

3. 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.

4. 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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

ATTEST:

_____ BY: _____

Dawn A. Collins
Town Administrator/Clerk

Glant Havenar
Mayor

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 8 - 2025

A RESOLUTION DENYING A RESUBDIVISION MASTER PLAN FOR LAKEVIEW HEIGHTS UNITS 3, 4 AND PORTION OF UNIT 2, 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; and

WHEREAS, Sepp and Affiliates, LLC ("Applicant") is the owner of or has been authorized to act on behalf of the owners of several lots within the Lakeview Heights Unit 3, 4 and portion of Unit 2 subdivision, Palmer Lake ("the Property"); and

WHEREAS, the Applicant submitted an application proposing a master plan for resubdivision of the Property, as depicted on Exhibit A attached (the "Application"); and

WHEREAS, on November 20, 2024, the Planning Commission reviewed the Application and recommended approval of the Application with conditions; and

WHEREAS, on January 9, 2025, the Board of Trustees considered the Application, the recommendation of the Planning Commission, the presentation by the Applicant and the comments by the public.

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

1. The Applicant's master plan for resubdivision of Lakeview Heights Units 3, 4, and portion of Unit 2, Palmer Lake, as depicted on Exhibit A, and incorporated herein, is denied.

2. The Board of Trustees' denial of the Application is based on the failure of the Application to meet the following criteria applicable to resubdivision master plans under the Town Code:

    a. [*BOT to insert conditions not satisfied*]

3. 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.

4. 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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

ATTEST:

_____ BY: _____

Dawn A. Collins
Town Administrator/Clerk

Glant Havenar
Mayor

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Resolution to Authorize Agreement with UC Health for Clinician – Co-responder to PLPD (BHCON grant)
Presented by: Town Administrator Dawn Collins		

Background

At the end of 2023, the Town was awarded total funds of $284,798 to implement a Crisis Intervention Team (CIT), referred to as BHCON grant/program for two years.

UC Health has committed a Clinician assignment as a co-responder to the PLPD team. Funds were proposed in the 2024 budget in the fall of 2023 and approved in December by the Board of Trustees, as follows:

PD Grants	$ 185,000	2400 for Crimewatch; 4k POST; 7k HVE; BHCON 185k (Yr1of2)
Professional Svcs-Other	$ 96,400	Clinician for BHCON +5k OT
Employee Clothing	$ 620	BHCON clinician clothing
Employee Travel	$ 2,400	BHCON clinician travel
Communications	$ 2,100	BHCON phone
General Supplies	$ 9,700	Add 2 BHCON MDC (9400) + supplies (300 BHCON);
Capital Equipment	$ 75,000	BHCON vehicle & upfitting

Unused funds from 2024 carried over to the 2025 budget, primarily professional service monies (contracted wage for Clinician), clothing, travel, supplies including laptop.

The cost of the program to the town is Officer hours which, when not functioning as a BHCON unit, will fill patrol hours. Currently, PLPD has two officers CIT trained with the goal to train all officers.

This program is essential for the types of calls that PLPD and northern El Paso County encounter. It will provide a benefit to the entire northern El Paso region.

Data from this program including calls for service will be collected and assembled for future review and consideration to continue the program.

Recommended Action

Approve the resolution authorizing the agreement with UC Health to assign the Clinician to PLPD.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 9-2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UC HEALTH MEMORIAL HOSPITAL SYSTEM AND TOWN OF PALMER LAKE POLICE DEPARTMENT FOR THE CO-RESPONDER PROGRAM COLLABORATION

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 was awarded funding for a Co-responder Program by and through the Palmer Lake Police Department to allow mental health professionals to accompany police officers when responding to certain types of calls for service that may involve mental health situations or concerns; and

WHEREAS, Palmer Lake Police Department needs to associate with a behavioral health clinician in order to be successful in participating in a Co-responder Program; and

WHEREAS, UC Health – Memorial Hospital Systems ("UC Health") is a Colorado governmental entity that provides 24/7 specialized behavioral health services; and

WHEREAS, Palmer Lake Police Department and UC Health are authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

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 approves and authorizes the Mayor to sign the intergovernmental agreement with UC Health to provide a Behavioral Health Clinician who will serve on the Team at one (1) full time equivalent ("FTE"), co-located with Palmer Lake Police Department, in accordance with the terms and conditions of the agreement, attached hereto as Exhibit A.

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 9th DAY OF JANUARY, 2025.

ATTEST: TOWN OF PALMER LAKE, COLORADO

_____ BY: _____

Dawn A. Collins Glant Havenar
Town Administrator/Clerk Mayor

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PALMER LAKE POLICE DEPARTMENT
AND
UCH-MHS
FOR
THE CO-RESPONDER PROGRAM COLLABORATION

Dated for reference this____ day of January, 2025

This Intergovernmental Agreement ("IGA"), dated as hereinafter set forth, is made between the Palmer Lake Police Department (hereinafter referred to as the "PLPD" by and through its Municipal Office (hereinafter referred to as “Palmer Lake” and UCH-MHS (hereinafter referred to as "UCH-MHS"). UCH-MHS, and Palmer Lake may be referred to individually as the "Party" and collectively as the "Parties." In consideration of the mutual agreements herein contained, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Paragraph 1. Purpose: The Purpose of this Intergovernmental Agreement (IGA) is to outline certain understandings between UCH-MHS and the PPLD, by and through Palmer Lake regarding their collaboration with the PLPD Co-Responder Program ("Program"), as set forth more fully below. All provisions agreed to by UCH-MHS, and Palmer Lake are set forth in this IGA. The Parties are authorized pursuant to Section 29-1-203, C.R.S. and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

Paragraph 2. Effective Date and Termination: This IGA is deemed effective as of the __ day of January 2025 ("Effective Date") and shall continue in effect until terminated. Either Party may terminate this IGA upon written notice to the other Party. If the funding grant is not available or not renewed, Palmer Lake will no longer be responsible to the IGA and can terminate with a 30-day notice.

Paragraph 3. No Third-Party Beneficiary: It is expressly understood and agreed that this IGA is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under or resulting from this IGA shall be deemed to be incidental beneficiaries only.

Paragraph 4. Co-Responder Team: Palmer Lake runs a Co-Responder team through the program that responds to behavioral health calls within El Paso County, including but not limited to welfare checks and patient transport for medical clearance. For the Program to be successful, Palmer Lake needs a behavioral health clinician to be part of its team. Nothing in this IGA shall be construed to establish the Crisis Response Team as a separate legal entity as described in C.R.S. §29-1-203(4).

Paragraph 5. Behavioral Health Department: UCH-MHS's Behavioral Health ("BH") Department provides 24/7 specialized behavioral health services in UCH-MHS' s emergency departments and inpatient acute medical units. The BH team includes Behavioral Health Clinicians who specialize in lethality assessments, trauma, mental illness, violence risk, and crisis intervention. The BH team provides comprehensive best practice care and receives recognition from community partners, regulatory agencies, and national consultants as a model program. The Behavioral Health Evaluator Team consists of sixteen (16) clinicians who all have Colorado licensure as either Licensed Professional Counselors (LPC), Licensed Clinical Social Workers (LCSW), or Psychologists.

Paragraph 6. Behavioral Health Clinician: UCH-MHS will provide a Behavioral Health Clinician who will serve on the Team at one (1) full time equivalent ("FTE") and will support the development and implementation of response protocols, maintenance of a current list of community resources for BH or other health and wellness needs, document call disposition and referrals, document follow-up with individuals regarding referrals in record keeping system “EPIC". Behavioral Health Clinicians will also participate in Palmer Lake required training courses and meetings to identify quality improvement opportunities.

The Behavioral Health Clinician will be employed by the University of Colorado Health Authority ("UCHA") or University of Colorado Health (“UCHealth”); his or her employment assignment is at UCH-MHS, and he or she will be supervised by the Manager of Behavioral Health Services. The minimum qualifications for this position are a master's degree and current Colorado license in a behavioral health field, which include Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Psychologist (LP), and Licensed Addiction Counselor (LAC). May be an unlicensed LSW, SWC, LPCC, or LMFTC, if under clinical supervision by UCH-MHS and the deputy co-signs any document related to a mental health hold. Must also possess at least two (2) years of clinical experience and demonstrated knowledge of community behavioral health resources and services. Experience with law enforcement or community response teams is preferred but not required.

In the performance of a Behavioral Health Clinician on the Team, the Behavioral Health Clinician shall exercise independent professional judgment, and Palmer Lake shall not interfere with the exercise of such judgment, unless such judgement is compromised by a safety issue, then the deputy's judgement will override the Behavioral Health Clinician's judgement.

UCH-MHS reserves the right of direction and control over the Behavioral Health Clinician in all respects, including, but not limited to, in connection with their employment, discipline, employee evaluations, job duties, the establishment of all personnel policies and employee benefit programs for the Behavioral Health Clinician consistent with the human resources policies and procedures of UCH-MHS, the determination of work schedules for the Behavioral Health Clinician consistent with the needs of PLPD, and permitting the Behavioral Health Clinician to take vacations, holiday, and sick leave in accordance with UCH-MHS policies.

Paragraph 7. Behavioral Health Clinician costs/payment: UCH-MHS will provide the Behavioral Health Clinician, as described in Paragraph 6, one (1) FTE with salary and benefits as an employee of UCHA, but the position will be co-located with PLPD. UCH-MHS shall pay its Behavioral Health Clinician for the services he or she provides for this Program. UCH-MHS shall invoice Palmer Lake monthly for the salary and benefits UCH-MHS pays its Behavioral Health Clinician. PLPD shall pay the monthly invoiced amount within forty-five (45) calendar days receipt of invoice. If the assigned Behavioral Health Clinician is unable to fulfill his/her duties (e.g., illness/vacation), or there is increased demand for a Behavioral Health Clinician during an incident, UCH-MHS will assign another Behavioral Health Clinician, as appropriate and if reasonably available. UCH-MHS's Behavioral Health Clinicians who participate in this Program will have the title of Co-Responder Behavioral Health Clinician. PLPD will pay UCH-MHS up to but not exceeding $120,000 for each Behavioral Health Clinician. If Clinician or Case Managers are working overtime, there will be allowances for the OT to be billed to Palmer Lake as well as market adjustments, raises, and shift incentives. PLPD will be responsible for providing all required communications and data recording equipment. PLPD will additionally be responsible for providing all required safety clothing for all weather conditions (coresponder uniform items must be consistent with other UCHealth co-branded items with municipal or official PLPD branding and must clearly identify “clincian” on the back of outer garments). Year one (1) and year two (2) will have fixed labor costs per this IGA. Any additional years will be subject to increases in labor costs consistent with UCHealth labor cost increases. UCHealth labor costs adjust annually in October of each year and currently average 3.5 to 4.5 percent in base labor rates. Labor cost adjustments will be factored only at renewal periods for this IGA and will not result in an amendment to this IGA prior to the expiration of the IGA period in effect a time of UCHealth labor cost adjustments.

The Parties represent and warrant (a) that the rates paid under the Agreement reflect fair market value for the services performed by the Behavioral Health Clinician; and (b) that such rates do not reflect any payments for referrals between the Parties.

Paragraph 8. Sworn Officer: Palmer Lake will respond to assigned calls according to the Program's procedures and guidelines. Palmer Lake will provide one (1) FTE to serve in this position on a rotating basis to assure that there is consistent coverage and to allow for time off ("Co-Responder Officer"). The Co-Responder Officer will support the creation and implementation of the response procedures, respond to assigned calls, follow standard operating procedures for life safety and Program protocols, and standard operating procedures for documentation of call responses. The Co-Responder Officer will also identify quality improvement opportunities and participate in required training and meetings. Palmer Lake's minimum qualifications for the Co-Responder Officer position are at least one (1) year(s) of patrol or community engagement experience, Crisis Intervention Training "(CIT") certification, a demonstrated willingness to partner with civilian personnel to accomplish law enforcement outcomes and excellent judgment and decision-making skills.

Paragraph 9. CGIA: No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution. The services that UCH-MHS renders to Palmer Lake, through the

Behavioral Health Clinician under this IGA, will be as an independent contractor with respect to Palmer Lake. Nothing in this IGA shall be construed to place the personnel of any Party under the control or employment of the other party. The Parties to this IGA are not partners, have not created an employment relationship, or acting as a joint venture because of this IGA.

Paragraph 10. Liability: Each Party agrees to be responsible for its own liability (acts and omissions of its own employees) incurred because of its participation in this IGA, and to defend its own liability actions, should it be needed. In the event any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. In the event any claim is made under this IGA by a Party to this IGA or a third party, each Party will be responsible for its own representation, expenses of litigation or other costs.

Paragraph 11: Severability. It is understood and agreed by the Parties that if any part, term or provision of this IGA is held by a court of competent jurisdiction to be illegal or in conflict with any federal or Colorado state laws, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term or provision determined by the court to be invalid.

Paragraph 12: Governing Law: This IGA shall be governed by and interpreted in accord with the established laws of the State of Colorado. If any action should arise because of a dispute under this IGA, court jurisdiction shall be exclusively in the El Paso County District Court for the Fourth Judicial District of Colorado.

Paragraph 13: Notifications and Correspondence: All notices shall be in writing and shall be valid and sufficient if dispatched via U.S. mail or email to the following individuals:

Palmer Lake: Glen Smith	UCH-MHS: Lonnie Kramer
Palmer Lake Police Chief	CEO / UCH-MHS
42 Valley Crescent, PO Box 208	1400 E. Boulder St.
Palmer Lake, CO 80133	Colorado Springs, CO 80909

Paragraph 14: In performing their respective duties hereunder, the Parties shall conduct themselves in full accordance with all applicable state, federal, and local laws, and regulations.

Paragraph 15: No Party may assign or delegate any of its rights or obligations under this IGA without the prior written consent of the other Party. Any attempted assignment or delegation of a Party's rights claims, privileges, duties, or obligations hereunder without the prior written consent of the other Party shall be null and void.

Paragraph 16: This IGA may be amended, supplemented, or modified at any time by a written instrument duly executed by the authorized representatives of the Parties.

Paragraph 17: This IGA, including any Addenda, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

Paragraph 18: In no event will either Party be liable or responsible for the other Party, or be deemed to have defaulted under or breached this IGA, for any failure or delay in fulfilling or performing any term of this IGA when and to the extent such failure or delay is caused by any other circumstances beyond such Party's reasonable control (a "Force Majeure Event") including: acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this IGA, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt notice to the other Party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Upon completion of the Force Majeure Event, the affected Party must, as soon as reasonably practical, recommence the performance of its obligations under this IGA. For the avoidance of doubt, a failure to compensate UCH-MHS under this IGA shall not be considered circumstance beyond Palmer Lake's reasonable control.

Paragraph 19: In accord with the Colorado Constitution, Article X, Section 20, provision of funding by any Party is expressly subject to annual appropriation of funds by the Parties' governing bodies.

[signature page to follow]

Dawn A. Collins, CMC, Town Administrator ***Date***

Glen Smith, Chief of Police ***Date***
Palmer Lake Police Department

Lonnie Cramer ***Date***
UCH-MHS Chief Executive Officer

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Resolution to Authorize Renewal of Services with Chavez Consulting LLC
Presented by: Town Administrator Dawn Collins		

Background

The town has contracted with Chavez Consulting since the required compliance with the Municipal Separate Storm Sewer System (MS4) state permit, including the creation of stormwater code, and annual review and reporting for the state permit, and site inspections relating to stormwater regulations. Mr. John Chavez also operates as part of the development review team for land use applications for stormwater management. Recently, he also assisted with project management for the PLES roadway improvement project and is committed to assist as needed for the Spruce Mountain roadway project.

Recommended Action

Staff recommends approval of the resolution to authorize the renewal agreement with Chavez Consulting to assist the town as needed.

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 10 - 2025

A RESOLUTION TO RENEW PROFESSIONAL SERVICES WITH CHAVEZ CONSULTING INC LLC FOR PALMER LAKE, COLORADO

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

WHEREAS, the 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 desires to engage the professional services of Chavez Consulting LLC for stormwater consulting and public works project management as needed; and

WHEREAS, Chavez Consulting LLC desires to provide the professional services needed by the Town and is committed to doing so on an hourly basis as needed.

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 attached service agreement with Chavez Consulting Inc., LLC, for the scope of services provided in the consulting agreement for the Town of Palmer Lake.

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

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

TOWN OF PALMER LAKE CONSULTING AGREEMENT #4

This Agreement is made effective as of February 1, 2025, by and between Town of Palmer Lake Colorado, of 42 Valley Crescent Street, Palmer Lake, Colorado 80133, a Colorado municipality, and Chavez Consulting Inc., LLC, of 13880 Gymkhana Road, Peyton, Colorado 80831.

In this Agreement, the party who is contracting to receive services shall be referred to as "Palmer Lake", and the party who will be providing the services shall be referred to as "Chavez Consulting".

Chavez Consulting has a background in public works operations and Municipal Separate Storm Sewer System (MS4) permits and is willing to provide services to Palmer Lake based on this background. Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided hereunder, and is ready, qualified, willing, and able to provide such services to Palmer Lake.

Palmer Lake desires to have services provided by Chavez Consulting.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on February 1, 2025, Chavez Consulting will provide the following services (collectively, the "Services"): As defined in the attached and accepted proposal for services as drafted solely by Chavez Consulting.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Chavez Consulting shall be determined by Chavez Consulting. Palmer Lake will rely on Chavez Consulting to work as many hours as may be reasonably necessary to fulfill Chavez Consulting's obligations under this Agreement.

3. PAYMENT. Palmer Lake will pay Chavez Consulting for the Services based at a rate of $175.00 per hour. This fee shall be payable monthly, no later than the thirtieth (30^{th}) day of the month following the period during which the Services were performed. Should the time spent to provide any of the Services exceed the Estimated Hours, Chavez Consulting will notify the Town of Palmer Lake prior to continuing work on that particular Service.

4. NEW PROJECT APPROVAL. Chavez Consulting and Palmer Lake recognize that Chavez Consulting's Services will include working on various projects for Palmer Lake. Chavez Consulting shall obtain the approval of Palmer Lake Town Administrator prior to the commencement of a new project.

5. TERM/TERMINATION. The term of this Agreement is from February 1, 2025, to January 31, 2026, if not terminated earlier. This Agreement shall terminate upon the written notice of either party upon 30 days' notice, with payment for work completed by the termination date due 30 days after a final invoice has been provided, subject to the provisions of Paragraph 3, above.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Chavez Consulting is an independent contractor with respect to Palmer Lake, and not an employee of Palmer Lake. Palmer Lake will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chavez Consulting.

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR, CHAVEZ CONSULTING 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.

7. EMPLOYEES. Chavez Consulting's employees, if any, who perform services for Palmer Lake under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES. Chavez Consulting acknowledges Chavez Consulting's obligation to obtain appropriate insurance coverage for the benefit of Chavez Consulting (and Chavez Consulting's employees, if any). Chavez Consulting waives any rights to recovery from Palmer Lake for any injuries that Chavez Consulting (and/or Chavez Consulting's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Chavez Consulting or Chavez Consulting's employees.

Chavez Consulting agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of Chavez Consulting, any subcontractor of Chavez Consulting, or any officer, employee, or agent of Chavez Consulting or any officer, employee, or agent of a subcontractor of Chavez Consulting. Chavez Consulting further waives and releases the Town, and its officers, agents, and employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Chavez Consulting may suffer and which arises out of or is in any manner connected with the services to be provided under this Agreement.

9. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Chavez Consulting does not personally hold any interest in any Intellectual Property. Upon termination of this Agreement, all programs, control measures, regulatory mechanisms, record keeping systems and subparts developed for Palmer Lake will become the property of Palmer Lake.

10. RETURN OF RECORDS. Upon termination of this Agreement, Chavez Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chavez Consulting's possession or under Chavez Consulting's control and that are Palmer Lake's property or relate to Palmer Lake's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Palmer Lake:

Town of Palmer Lake Colorado
Dawn Collins
Town Administrator/Clerk
45 Valley Crescent Street
Palmer Lake, Colorado 80133
dawn@palmer-lake.org

with a copy to:

Scott Krob, Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111
scott@kroblaw.com

IF for Chavez Consulting:

Chavez Consulting Inc., LLC
John B. Chavez
Owner
13880 Gymkhana Road
Peyton, Colorado 80831
johnchavez@chavezconsultinginc.com

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or

unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.

17. NO WAIVER OF IMMUNITY. Nothing herein shall be construed as a waiver by Palmer Lake 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.

Party receiving services:
Town of Palmer Lake Colorado

By: _____
Glant Havenar
Mayor

Party providing services:
Chavez Consulting Inc., LLC

By: _____
John B. Chavez
Owner

ATTACHMENT
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CHAVEZ CONSULTING INC., LLC

SCOPE OF SERVICES

The scope of services to be provided includes two services areas. The first service area is Municipal Separate Storm Sewer System (MS4) permit compliance assistance. The second service area is public works operations consultation and project management assistance. A detailed discussion of each service area is provided below.

Service Area 1: MS4 Permit Compliance Assistance

A. MS4 Permit Administration

Compliance with the MS4 permit requires ongoing administration of the permit. Permit administration services include:

- Completion of an annual program evaluation.
- Preparation of the annual report and other permit required documents as needed.
- Update the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

B. Control Measure Implementation

Assist with the implementation of the specific control measures required in Parts I.D and I.E. of the MS4 permit that includes:

Part I.D.1. Public Involvement and Participation Process
Part I.E.1. Public Education and Outreach
Part I.E.2. Illicit Discharge Detection and Elimination
Part I.E.3. Construction Oversite
Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment
Part I.E.5 Pollution Prevention/Good Housekeeping for Municipal Operations

C. Maintain Record Keeping System

Utilize existing information technology infrastructure and resources to maintain a mechanism that satisfies the recordkeeping requirements of the permit.

Chavez Consulting Inc., LLC will provide technical support to the Town Administrator for all presentations to the Town Board of Trustees required for service areas 1,2 and 3.

D. Coordination with the Division and Colorado Stormwater Council

Chavez Consulting Inc., LLC will coordinate the Town's participation in the Colorado Stormwater Council. Technical support will also be provided for communications with the Water Quality Control Division.

Service Area 2: Public Works Operations

A. Project Management

Public works project management support will be provided on an as needed basis. Chavez Consulting Inc., LLC will coordinate the completion of public works projects with contractors and the Town Administrator. Services provided include grant management, contractor oversite and construction contract administration.

B. Public Works Operations

Public works operations management support will be provided to the Town Administrator on an as needed basis. Chavez Consulting Inc., LLC will assist the Town Administrator and Road Department supervisor, and staff as needed to address operational issues that may arise on occasion.

Resources

Chavez Consulting Inc., will provide its own electronic resources to complete the required services. Documents will be produced in Word and PDF formats. Presentations will be prepared using PowerPoint. Travel expenses (if incurred) will be priced separately and directly billed to the Town.

Timeline for Execution

The following timeline is proposed for completion of the services provided. All work proposed should be completed by this date. Please note this timeline provides a suggested schedule and does not reflect billable hours needed to complete the service.

Description	Start Date	End Date	Duration
Service Area 1	February 1, 2025	January 31, 2026	12 months
Service Area 2	February 1, 2025	January 31, 2026	12 months

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. The following cost estimates are provided for evaluation purposes. The base fee for services is $175.00 per hour. Costs for all services will be billed based on actual hours spent performing the service, rounded up to the nearest quarter hour. Actual billable hours and costs may vary due to factors outside the control of Chavez Consulting Inc. Travel time is priced separately, please see note at end of table.

Cost: Service Area #1	Estimated Hours	Cost
MS4 Permit Administration	60	$10,500
Cost: Service Area #2		
Public Works Operations	80	$14,000
Total:	**140**	**$24,500.00**
Note: 1. Travel time is billed at $50.00 per hour.		

Billing

Chavez Consulting Inc., will bill monthly (1st of the month) for services provided in the preceding calendar month.

Payment

Payment is due within 30 days upon receipt of the invoice for services.

QUALIFICATIONS

Please refer to my webpage: www.chavezconsultinginc.com to review my qualifications.

CONCLUSION

Chavez Consulting Inc., looks forward to working with the Town of Palmer Lake to address its MS4 permit compliance concerns. I am confident that we can meet the challenges ahead, and stand ready to partner with the Town of Palmer Lake in developing a compliant, sustainable and effective stormwater program consistent with the MS4 permit.

Notification of acceptance of this proposal must be provided. If you have questions please feel free to contact me at your convenience by email at: johnchavez@chavezconsultinginc.com or by phone at (719) 251 5580. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,



John B. Chavez
Chavez Consulting Inc., LLC
December 17, 2024

Signed (Acceptance of Proposal)

_____

Print Name:

_____

Date:

_____

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Resolution to Authorize Services of Hydro Corp
Presented by: Town Administrator Dawn Collins		

Background

The town is required to comply with annual administration of backflow testing / cross connection control program for commercial water accounts. Supervisor Steve Orcutt has reviewed and recommended the services of Hydro Corp Inc., to administer and manage the annual program.

Historically, the Water Supervisor has administered the program – admin staff create/distribute notices, manage collection of inspection reports and follow up, and subsequent reporting. There are platform programs that can be purchased to manage the annual program or as laid out in the proposal, Hydro Corp will administer/manage the cross connection program, removing it from the Water Supervisor and administration – working directly with the water account owners. The proposal, including the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports, is a two-year contract for a total of $11,026.84.

Recommended Action

Staff recommends approval of the resolution to authorize services with Hydro Corp Inc to manage the annual cross connection program as presented.

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 11 - 2025

A RESOLUTION TO AUTHORIZE SERVICES WITH HYDRO CORP INC, FOR PALMER LAKE, COLORADO

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

WHEREAS, the 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 desires to engage the services of Hydro Corp Inc for annual cross connection control and backflow prevention; and

WHEREAS, Hydro Corp Inc provides the program as well as administrative functions for the annual testing and reporting for the Town.

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 attached service agreement with Hydro Corp Inc, for the scope of work provided in the attached agreement for the Town of Palmer Lake for a two-year contract total of $11,026.84.

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

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

PROPOSAL

DEVELOPED FOR

DAWN COLLINS

TOWN OF PALMER LAKE

42 VALLEY CRESCENT

PALMER LAKE, CO 80133

January 9, 2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK.....3

PROFESSIONAL SERVICE AGREEMENT.....4-10

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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the Town of Palmer Lake Water Department. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Town of Palmer Lake with the necessary data and information to maintain compliance with the Colorado Department of Public Health & Environment (CDPHE) Backflow prevention and Cross Connection Control Regulations. Once this project has been approved and accepted by the Town of Palmer Lake and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of 22 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Town of Palmer Lake served by the public water supply for cross-connections. Inspections will be conducted in accordance with the CDPHE Cross Connection Control regulations.

2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.

3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.

4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.

5. Submit comprehensive management reports on a quarterly basis.

6. Conduct an annual review meeting to discuss the overall program status and recommendations.

7. Prepare the annual State of Colorado Cross Connection Report.

8. Assist the Town of Palmer Lake with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.

9. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: $ 459.45	**Annual Amount: $ 5,513.42**	**Contract Total: $ 11,026.84**

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of $ 459.45.
Pricing is valid for 120 days from the date of the proposal.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 9, 2025 by and between the Town of Palmer Lake, organized and existing under the laws of the State of Colorado, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the state of Colorado and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 **PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 **INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Colorado Department of Public Health & Environment (CDPHE) Backflow Prevention and Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 **INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 **PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all CDPHE regulations.

2.5 **MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.

2.7 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.

2.8 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.

2.9 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.

2.10 **INSPECTION TERMS.** HydroCorp will perform a minimum of 44 inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract*.

2.11 **COMPLIANCE WITH CDPHE.** HydroCorp will assist in compliance with backflow prevention and cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

2.12 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.13 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.

2.14 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.15 **ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.

2.16 **CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 170 cross-connection control educational brochures for the duration of the Agreement.

2.17 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested***.

3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on January 9, 2025 and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the cumulative Consumer Price Index as measured in the Utility's local/regional area at the time of renewal or 4%, whichever is greater.

4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 BASE COMPENSATION. The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **$459.45 per month, $5,513.42 annually, for a two-year contract total of $11,026.84.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Colorado Open Records Act, C.R.S. §24-72-201. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning the Colorado Open Records Act, C.R.S. §24-72-201 and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Colorado Open Records Act, C.R.S. §24-72-201.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES. – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	$1 Million	$2 Million
Excess Umbrella Liability	$5 Million	$5 Million
Automobile Liability (Combined Single Limit)	$1 Million	
Worker's Compensation/ Employer's Liability	$1 Million	
Errors and Omissions	$2 Million	$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any

arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Colorado, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Colorado.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Chris Spain
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Town of Palmer Lake
c/o Dawn Collins
42 Valley Crescent
Palmer Lake, CO 80133
(719) 481-2953

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Town of Palmer Lake

_____

By:
Title:

HydroCorp



_____

By: Paul M. Patterson
Its: Senior Vice President

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections ***annually***.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Resolution to Renew MOU for PLPD Regarding Investigations
Presented by: Town Administrator /Clerk		

Background

PLPD has participated in the Memo of Understanding regarding deadly force investigations under C.R.S. 16-2.5-301 protocol. This is a renewal MOU with all parties, beginning Dec-30, 2024 and ending Dec-31, 2029.

Recommended Action

Staff is requesting the Board authorize Chief Smith to sign the MOU to renew the 5-yr agreement.

TOWN OF PALMER LAKE
EL PASO COUNTY
STATE OF COLORADO

RESOLUTION NO. 12 - 2025

A RESOLUTION TO RENEW THE MEMORANDUM OF UNDERSTANDING REGARDING THE INVESTIGATION OF INCIDENTS PURSUANT TO COLORADO REVISED STATUTE 16-2.5-301 AND INCLUDING OTHER USES OF DEADLY FORCE BY PEACE OFFICERS, PALMER LAKE, COLORADO

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

WHEREAS, the 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 of Palmer Lake Police Department desires to renew the Memorandum of Understanding (MOU) with multiple agencies regarding the investigation of incidents and other uses of deadly force by peace officers; and

WHEREAS, the purpose of the MOU is to specify protocol for the investigation, evaluation, and review of shooting incidents that fall within the purview of C.R.S. 16-2.5-301, and also includes by agreement of the parties investigations of other uses of force by peace officers that resulted in death.

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 Police Chief to sign the attached to renew the MOU until 2029 for the purpose of proper investigation of incidents pursuant to C.R.S. 16-2.5-301.

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 9th DAY OF JANUARY 2025.

TOWN OF PALMER LAKE, COLORADO

_____
Glant Havenar, Mayor

ATTEST:

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO SPRINGS POLICE DEPARTMENT, THE EL PASO COUNTY SHERIFF'S OFFICE, THE COLORADO DEPARTMENT OF PUBLIC SAFETY, THE 4th JUDICIAL DISTRICT ATTORNEY'S OFFICE, AND THE 4TH JUDICIAL DISTRICT MEMBER LAW ENFORCEMENT AGENCIES REGARDING THE INVESTIGATION OF INCIDENTS PURSUANT TO COLORADO REVISED STATUTE § 16-2.5-301, AND INCLUDING OTHER USES OF DEADLY FORCE BY PEACE OFFICERS.

PARTIES:

This Memorandum of Understanding (hereafter "MOU") is between the City of Colorado Springs, a Colorado municipal corporation and home rule city, by and through the Colorado Springs Police Department ("CSPD"), the El Paso County Sheriff's Office ("EPSO"), the 4th Judicial District Attorney's Office ("Office of the District Attorney"), the Colorado Department of Public Safety (CDPS), by and through the Colorado Bureau of Investigation ("CBI"), and the 4th Judicial District Member Law Enforcement Agencies ("Member Agencies") listed below:

Fountain Police Department, Calhan Police Department, Green Mountain Falls Marshal's Office, Manitou Springs Police Department, Monument Police Department, Palmer Lake Police Department, Colorado State Patrol, Cripple Creek Police Department, Woodland Park Police Department, University of Colorado Colorado Springs, Pikes Peak State College.

For purposes of this MOU, each Party may be referred to as a "Party" or collectively as "Parties".

PURPOSE:

Peace officer-involved shooting investigations, involving the discharge of a firearm by a peace officer that results in injury or death to a person, or other use of force by a peace officer that resulted in death, are required to be conducted pursuant to Colorado Revised Statute § 16-2.5-301.

This MOU specifies protocol for the investigation, evaluation, and review of shooting incidents that fall within the purview of Colorado Revised Statute § 16-2.5-301, and also includes by agreement of the parties investigations of other uses of force by peace officers that resulted in death. A Deadly Force Investigation Team ("DFIT") will conduct a neutral, impartial, and thorough investigation of all such incidents concerning the Parties' law enforcement personnel. The agency or agencies that comprise the DFIT may include CSPD, EPSO, and/or CBI, depending on which agencies' personnel are directly involved in the incident.

COOPERATION:

The Parties will fully cooperate with an investigation completed by the DFIT, when the Parties' personnel discharges a firearm, and it results in injury or death to a person, as well as other uses of force by peace officers that resulted in death. All Parties are committed to this process because it allows for a transparent investigation and assessment of the actions of the Parties' involved law enforcement personnel. The cooperation is necessary to assess the peace officers' actions and apply the actions to law as established by the United States Constitution and the Colorado State Constitution. Nothing in this MOU supersedes individual peace officers' rights as established by law and agency policy.

TERM:

This MOU shall be for a term commencing on December 30, 2024, and ending on December 31, 2029. The MOU shall automatically be extended and renewed for a period of five years from the expiration date and can be extended for a second five-year renewal term if mutually agreed to by the Parties to the MOU. Any Party may terminate its participation in this MOU upon thirty (30) days written notice to the other Parties.

PROTOCOL:

1. Subject Matter of Investigation: The DFIT will investigate matters where, when acting in an official capacity, a Parties' law enforcement personnel discharges a firearm that results in injury or death to a person, or other use of force by a Parties' law enforcement personnel that results in death to a person pursuant to CRS § 16-2.5-301. Situations that fall within the purview of CRS § 16-2.5-301, for the purposes of this MOU, include situations in which a peace officer, acting in an official police capacity (whether on or off duty), shoots and injures or kills another person, in an environment other than range training, or otherwise uses force that resulted in the death of another person. This includes accidental firearms discharge on or off duty if the peace officer was acting in an official police capacity. By agreement of the parties, this MOU also includes other uses of deadly force by peace officers that are not specifically covered by CRS § 16-2.5-301.

   Should both CSPD and EPSO personnel discharge their firearms in the same incident resulting in a DFIT response, the on-call CSPD and EPSO Investigations Division lieutenants will discuss the specifics of the incident and determine which agency will fulfill command responsibilities for the DFIT. In addition, the CDPS agrees to provide personnel to participate and to provide review and/or recommendations of the DFIT investigation upon request, and if the availability of resources allows. The CDPS may provide personnel initially for the first operational period following the incident and thereafter may return to the jurisdiction as necessary to appropriately provide review and/or recommendations of the investigation. As technology allows, CDPS personnel may also engage with the agencies remotely during the investigation. CDPS personnel will submit a report regarding their actions taken, and other pertinent information as needed.

2. Incidental Matters of Investigation: Should there be ancillary investigations, such as, but not limited to, an ongoing investigation outside of the incident, that investigation shall remain with the original investigating agency. The DFIT will typically investigate and gather facts only about the use of force incident, to include the preceding events of the incident.

3. Notification of DFIT: The DFIT will be summoned and respond as soon as possible after a qualifying incident has occurred. Notification of the DFIT will be pursuant to the policies and procedures of the involved law enforcement agency. If the coroner is needed, the DFIT supervisor will summon the coroner.

4. Duties of the DFIT:
   a. Ensure a thorough and impartial investigation of all incidents within the scope of the DFIT's responsibilities, in accordance with applicable laws, standards of procedure, and policies.
      i. Personnel who discharged their firearm or otherwise used force in a manner resulting in the death of another person in an incident under the purview of this MOU are interviewed at a date and time scheduled with the employee and/or the employee's attorney.
   b. Ensure that proper investigation procedures are followed, evidence is collected and preserved, and reports are generated in a timely manner.
   c. Ensure that the DFIT and the Office of the District Attorney share information and collaborate on decisions regarding, but not limited to, the release of evidence, witness identification, witness interviews, and other significant legal matters.
   d. Refer the completed investigation to the Office of the District Attorney for legal review in accordance with the filing procedures outlined by the District Attorney. The involved law enforcement age

shall be notified at the time the investigation is presented. The involved law enforcement agency may request, in writing, a copy of the filed investigation from the DFIT for the purpose of beginning any required internal reviews of their department policies/procedures. If requested, the DFIT should consult with the District Attorney's Office before releasing the report.

e. Ensure that relevant Brady material, and all Rule 16 material, is preserved and communicated to the Office of the District Attorney.
f. At the conclusion of the investigation, and finding by the District Attorney, provide any requested documents to the involved law enforcement agency prior to any public release. Participate in any critical incident review meetings, as requested.

5. Psychological services and/or victim advocacy services: When applicable, these services will be provided to the officers or deputies involved in the incident by the professionals employed or contracted by the involved law enforcement agency. Citizens who are determined to be victims of crimes enumerated in C.R.S. § 24-4.1-302 ("Victim Rights Act") will receive law enforcement-based victim advocacy services from the agency with command responsibility in the investigation.

6. Investigations: Shall be conducted pursuant to the provisions of this MOU in conjunction with the involved law enforcement agencies' written policies and procedures concerning the use of deadly force.

7. Case Filing Review: All DFIT investigations will be forwarded to the Office of the District Attorney for review. The Office of the District Attorney will render a written filing decision on presented DFIT investigations under the purview of this MOU after receiving the completed investigation and a thorough review of the same. The Office of the District Attorney will notify a representative of the involved agency the review outcome prior to public dissemination. After the investigation is filed with the Office of the District Attorney, the DFIT investigating agency will make the investigation materials available to the involved agency upon a written request.

Applicable Law:

This MOU is subject to, and shall be interpreted and performed under, the laws of the State of Colorado, El Paso County Ordinances, Rules and Regulations, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs. Court jurisdiction for any dispute arising out of this MOU shall exclusively be in the El Paso County District Court for Colorado's 4th Judicial District.

Liability:

Each Party agrees to be responsible for its own liability incurred as a result of its participation in the MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of the MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the application limitations of liability provided to the Parties by the Colorado Governmental Immunity Act, C.R.S. § 21-1-101, *et. seq.* and Article XI of the Colorado Constitution.

Appropriation of Funds:

1. In accord with the Colorado Constitution, Article X, Section 20, performance of any of EPSO's or the Office of the District Attorney's obligations under this MOU is expressly subject to appropriation of funds by the El Paso County Board of County Commissioners. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the EPSO's or the Office of the District Attorney's obligations under this MOU, or appropriated funds may not be expended due to Constitutional spending limitations, then these Parties may terminate this MOU without compensation to the other Parties.

2. In accord with the Colorado Constitution, Article X, Section 20, and Section 7-60 of the Charter of the City of Colorado Springs, performance of CSPD's obligations under this MOU is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of CSPD's obligations under this MOU, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then CSPD may terminate this MOU without compensation to the other Parties.

3. In accord with the Colorado Constitution, Article X, Section 20, the performance of CDPS and the Member Agencies' obligations under this MOU are expressly subject to appropriation of funds by their legislative bodies. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the Member Agencies' obligations under this MOU, or appropriated funds may not be expended due to Constitutional spending limitations, then CDPS or the Member Agencies may terminate this MOU without compensation to the other Parties.

GENERAL PROVISIONS:

1. It is expressly understood and agreed that this MOU is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under or resulting from this MOU shall be deemed to be incidental beneficiaries only.

2. While not statutorily required, the Parties may request a DFIT response in situations that include an officer intentionally shooting at but not striking another person and those uses of force that create a substantial risk of death as a result of life-threatening injuries, including type/duration of force, the significance of the injuries the other person sustains, and concerns about an officer's legal justification, perceived criminal behavior, or another need for an independent investigation.

3. This MOU, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this MOU may be amended only in writing, and executed by duly authorized representative of the Parties hereto.

4. In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to informally resolve that dispute through consultation and communication between the Parties.

5. The headings used in this MOU are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

6. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The MOU will be binding on each Party upon the execution of the MOU by the authorized Party's executive.

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Consider Nomination of Mayor Pro Tem
Presented by: Town Administrator Dawn Collins		

Background

Pursuant to town code, Ch 2, nomination of Mayor Pro Tem takes place at the first meeting in January following a local election. In absence or designated by the Mayor, Mayor Pro Tem is an additional signer for town documents and leads meetings as needed.

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - MEMO SUMMARY

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Consider Nomination of Member for 9-1-1 Authority
Presented by: Town Administrator Dawn Collins		

Background

A notice was forwarded to all Board members of a vacancy for the El Paso—Teller County 9-1-1 Authority, in which a letter of interest and statement of qualifications is due by 4p on January 10, and possible subsequent appearance before the Bord on January 22. This appointment is a 3-year term.

The Board may have more than one interested member, thus, nomination may be in order and/or review of the interested individual qualifications for the potential appointment, which will be determined by the 9-1-1 Authority.

2350 Airport Road | Colorado Springs, CO | 80910
719.785.1900 | elpasoteller911.org |

Notice of Vacancy (3yr Term) DEC 16 2024

The El Paso – Teller County 9-1-1 Authority has a vacancy on the Board in January 2025 for a member representing Cities, Towns, U.S. Military, and Special Districts. The Authority's Board of Directors appoints this position by a majority vote. Any interested party must send a "letter of interest" and a "statement of qualifications" to:

Renee Henshaw, Executive Director
El Paso – Teller County 911 Authority
2350 Airport Road
Colorado Springs, Colorado 80910

This information must be received at the above address before 4:00 PM on January 10, 2025. You must also be available to appear before the Board at the January meeting on January 22, 2025, at 12:00 PM.

According to the Authority By-Laws, Sect. 2 (b), "In accordance with the provisions of the IGA, the Board of County Commissioners of El Paso County shall appoint two (2) members of the Board, who must be residents of El Paso County; the Board of County Commissioners of Teller County shall appoint (1) member of the Board, who must be a resident of Teller County; and the City Council of the City of Colorado Springs shall appoint three (3) members of the Board, who must be residents of the City of Colorado Springs. The Board of Directors of the Authority shall appoint three (3) members to the Board from a list of nominees submitted by the Parties to the IGA (other than the three appointing authorities listed above), all of whom must be residents of El Paso or Teller Counties. Suppose the Parties to the IGA (other than the three appointing authorities) determine their choice(s) by a majority vote for appointment to the Board. In that case, the Board of Directors will make such an appointment at the Board's next regular meeting following receipt of the notice of the selection(s)."

This vacancy was created by a member completing his second three-year term. Thus, this appointment will be considered the first three-year term appointment.

For further information, contact Renee Henshaw at 719.785.1900.

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Review Revisions to Employee Handbook for 2025
Presented by: Town Administrator /Clerk		

Background

This item is to distribute and review the red-line version of the revised handbook for Board consideration. Amendments include the following –

- Numerous grammatical edits
- One third portion of unused sick leave to be paid out to employees resigning in good standing after a minimum of ten years of service
- Clarify:
  - Eligibility for various leave benefits
  - Compensatory time
  - Eligibility for employee benefits and paid leave

The redline draft is also under a legal HR review by Employers Council.

Recommended Action

Provide any feedback relating to the amended employee handbook.

TOWN OF PALMER LAKE

EMPLOYEE HANDBOOK

Rev/Adopted ~~February~~ January 2025~~4~~

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1.0 INTRODUCTION

1.1 Employment At-Will

IMPORTANT:

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE ORGANIZATION AND SOME INFORMATION ABOUT WORKING AT THE TOWN OF PALMER LAKE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ANY PREVIOUSLY ISSUED EDITIONS.

AT THE TOWN OF PALMER LAKE, NEITHER THE EMPLOYEE NOR THE ORGANIZATION IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE TOWN IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE ELECTED OFFICIAL OR TOWN ADMINISTRATOR, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE ELECTED OFFICIAL OR TOWN ADMINISTRATOR AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE ORGANIZATION RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE DESIGNATED HUMAN RESOURCE REPRESENTATIVE.

1.2 Authority of Town Board of Trustees & Town Administrator

The Mayor and Board of Trustees shall exercise their authority to set legislative policy for the Town, and the management of daily operations is directed through the Town Administrator, appointed by the Board of Trustees. The duties of the town administrator shall be ~~as~~ laid forth specifically by job description, along with the following, pursuant to municipal code section 2.08.060.

(1) Be the chief administrator officer for the town~~,~~ and be responsible to the mayor and town board for proper administration of all affairs of the town.

(2) Implement board of trustees policies and directives.

(3) Perform such other duties as may be prescribed by the board of trustees.

1.3 Equal Employment Opportunity

The Town is dedicated to the principles of equal employment opportunity (EEO). The Town prohibits unlawful discrimination against applicants or employees due to age 40 and over, race (including traits historically associated with race, such as hair texture and length and protective hairstyles), sex, Sexual orientation, gender identity, gender expression, color, religion, creed, national origin, ancestry, disability, military status, genetic information, marital status, or any other status protected by applicable state or local law.

1.4 ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the operations of the Town. Employees needing such accommodation are instructed to contact their supervisor or the Town Administrator immediately.

1.5 Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of their position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from a health care provider detailing the medical advisability of reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Town Administrator or designated Human Resources representative.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

EEO Harassment

The Organization strives to maintain a work environment free of unlawful harassment. Unlawful harassment includes any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual (or group) because of that individual's (or group's) membership in, or perceived membership in, a protected class, that is subjectively offensive to the individual alleging harassment, and is objectively offensive to a reasonable individual who is a member of the same protected class. Harassment does not need to be in person and can occur over electronic media, such as Zoom or other electronic platforms. Prohibited behavior may include but is not limited to the following:

• Written form, such as cartoons, emails, posters, drawings, or photographs.
• Verbal conduct, such as epithets, derogatory comments, slurs, or jokes.
• Physical conduct, such as assault or blocking an individual's movements.

This policy applies to all employees, including managers, supervisors, coworkers, and non-employees, such as customers, clients, vendors, consultants, etc.

1.6 Sexual Harassment

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to, objection to, or rejection of, such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are always expected to conduct themselves in a professional business-like manner. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Organization has established a program designed to prevent harassment, deter future harassers, and protect employees from harassment. The Organization takes prompt action to investigate and/or address alleged discriminatory or unfair employment practices. The Organization also takes prompt remedial actions, when warranted, in response to complaints of

discriminatory or unfair employment practices. The Organization, therefore, expects employees to make a timely complaint to enable the Organization to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Town Administrator or to the Town Attorney, who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Mayor.

The Organization prohibits retaliation against an employee for filing a complaint under this policy or assisting in a complaint investigation. If you perceive retaliation for making a complaint or participating in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the Organization determines that an employee's behavior violates this policy, disciplinary action will be taken, up to and including termination of employment.

Refer to the Anti-harassment Policy.

1.7 Public/Media Relations

Communication with the media needs to be consistent, timely and professional. Therefore, it is required that all official responses to the media be made with authorization from the Mayor, Town Administrator, or a designee. This requirement does not prevent employees from speaking with the media, but employees should not attempt to speak on behalf of the Town unless they have specifically been authorized to do so by the Mayor or Town Administrator.

1.8 Employee Classification

- **Exempt** employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.
- **Non-exempt** employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given workweek, or as otherwise required by applicable state law. **NOTE**: Fire and Police staff are under different rules for overtime eligibility.
- **Full-time** employees are those who are normally scheduled to work 40 hours per week.
- **Part-time** means an employee normally scheduled to work fewer than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.
- **Temporary** employees are those who are employed for short-term assignments (also referred to as seasonal). Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. (Temporary employees may be classified as exempt or nonexempt on the basis of job duties and compensation.)

1.9 Personnel Records

Personnel records are retained by the Town Administrator, or designee, concerning all employees. Such records may include any documents needed to be kept as documentation of the employer-employee relationships. In addition, administrative records are kept as necessary for payroll and benefits.

To keep personnel records current, the employee shall notify the Town Administrator, or designee, of any change in the employee's contact information, health/life insurance changes, emergency contact information, or any other information needed to maintain accurate records. Each employee is also responsible to update their supervisor, Administration and/or payroll with records concerning any licenses or certification required for the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

1.10 Outside Employment

No Town employee shall engage in outside employment which interferes with the proper and effective performance of the employee duties or attendance requirements, including overtime work, that may result in a conflict of interest, or that might require them to disclose or act on confidential information acquired by Town employment. Requirements of employment with the Town shall have priority over any requirements of outside employment.

2.0 WORK ENVIRONMENT

2.1 General Rules of Conduct

The Town expects all employees to act in the best interest of the Town and its constituents. It is the responsibility of all employees to observe all rules, guidelines, operating procedures, and directives of the Town. ~~The Town~~It is further expecteds~~s~~ that each employee will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the Town or described in these guidelines are not meant to be all inclusive, but rather address some common and serious potential problems. Refer to the Town Code of Conduct Policy.

2.2 Dress and Appearance

All employees of the Town must maintain an appearance that is neat, clean, and appropriate to the position and area in which the employee works. **NOTE**: Fire and Police shall adhere to approved uniforms for each department.

2.3 Drugs and Alcohol

The Town is committed to a safe, healthy, and productive work environment for all employees that is free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

In accordance with the Drug-Free Workplace Act of 1988, the Town prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during Town time, on Town premises, or other work sites. Any employee who is convicted or pleads guilty or no contest under a criminal drug statute for a violation occurring in the workplace must notify the Town within five days of such conviction or plea. Testing is an important element in the Town's efforts to ensure a safe and productive work environment. The Town has issued a separate statement for this testing program. Please refer to this separate statement, the designated Human Resources representative, or your supervisor if you have specific questions. Refer to the Drug-Free Workplace Policy.

2.4 Safety

It is the responsibility of each employee to learn and observe all applicable safety practices, guidelines, directives, or procedures. Safety-related questions should be directed to each employee's immediate supervisor. Violation of safety practices, guidelines, directives, or procedures may result in disciplinary action up to and including termination. Employees are expected to schedule and attend mandatory safety training on a regular basis as directed by their supervisor. Employees are also expected to report any unsafe conditions or behavior to their supervisor.

The Town has safety rules with which employees are expected to comply. These rules are not exclusive; employees are expected to do their job in a reasonable and safe manner whether department specific safety rules apply or not. It is the responsibility of each employee to read and understand all Town safety rules. Disobeying a safety rule may result in disciplinary action up to and including termination. Safety policies may be established by each department.

2.5 Reporting Accidents/Workers' Compensation

The Town supports the prevention of work-related injuries. However, when a work-related injury or illness takes place, no matter how minor, a report must be made as soon as practical to the employee's immediate supervisor for review and completion to the Town Administrator, or designee. Such report must be made within 24 hours whenever possible and is required within ten (10) business days to be eligible for coverage. When necessary, employees must seek prompt medical treatment from one of the plan designated providers. Appropriate reporting and treatment must be followed to provide the employee coverage for the cost of medical treatment.

2.6 Equipment Maintenance/Housekeeping

Each employee is responsible for the condition of equipment used on the job. Equipment that is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment to their immediate supervisors.

Cleanliness and orderliness are important to the operation of the Town. Employees are responsible to keep their work areas clean and orderly.

2.7 Smoking

Smoking and other tobacco use are not permitted anywhere in the Town's indoor facilities, automobiles, or within fifteen (15) feet of the main entrance into a building, or in any other area where the Town prohibits smoking or other tobacco use.

2.8 Violence-Free Workplace

The Town is committed to preventing workplace violence and to maintaining a safe work environment.

Conduct that threatens, intimidates, or coerces another employee, or a member of the public at any time will not be tolerated.

All threats of (or actual acts of) violence, both direct and indirect, should be reported as soon as possible to an immediate supervisor and/or the Town Administrator. This includes threats by employees, as well as threats by citizens, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor and/or the Town Administrator.

The Town Administrator, or designee, will promptly and thoroughly investigate all reports of threats of (or actual acts of) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct in violation of these guidelines will be subject to disciplinary action up to and including termination.

The Town encourages employees to bring their disputes or differences with other employees to the attention of an immediate supervisor, or the Town Administrator, before the situation escalates into potential violence. The Town is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

3.0 ON THE JOB

3.1 Hours of Work

Normal business hours for Town offices are from 7:30 a.m. until ~~4:30~~5:00 p.m., Monday through Thursday, and ~~8:00 a.m. to 12:00 noon~~closed to the public on Friday. **NOTE**: Police, Fire and Public Works employees may be assigned to shifts outside the normal office hours of the Town and shall work those hours designated for their shift and/or position.

3.2 Break Times

Employees are allowed one-half hour lunch break as well as two (2) 10-minute breaks for each workday scheduled for more than five (5) hours, as feasible. All breaks shall be approved by each supervisor, provided that, where possible, lunch breaks shall be scheduled between 11:30 a.m. and 1:30 p.m. Once assigned, lunch and break times shall remain constant unless an employee's supervisor requires minor variations based on the individual work requirements.

3.3 Attendance and Notice of Absence

Regular attendance by all employees is important to the successful operation of the Town. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of business. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned shift schedules.

Employees that are going to be absent or late must contact their supervisor by telephone or text message approximately one half-hour, or as soon as possible, prior to the start of their shift. The reason for and probable duration of the absence shall be provided by the employee. The Town Administrator may request doctor's notes for an absence continuing more than two consecutive days. Failure to call in when absent for three (3) consecutive days shall result in disciplinary action, up to and including termination.

3.4 Tardiness

All employees are required to report in a timely manner. Persistent tardiness of non-exempt employees may be charged as leave without pay. Persistent tardiness of any employee may result in disciplinary action.

3.5 Training and Education

The Town supports education and training programs which improve the skills, qualifications, and performance of Town employees. The Town may pay the fees and costs of education and training programs that are specifically required by the Town, according to the department budget. In addition, the Town may, in its discretion, approve payment of all or a portion of the fees and costs of education or training programs requested by employees. The Town's approval of payment for one segment, portion, or course that is a component of an education or training program does not obligate the Town to pay for any additional segment, portion, or course.

Educational leave is available, with approval of the immediate supervisor and the Town Administrator, to assist employees in developing professional and technical skills related to employment with the Town. Such leave may be granted to attend professional or technical conferences, training seminars, schools, or programs. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested. Eligible employees may receive up to eight hours of regular compensation during such attendance. Refer to the Employee Travel Policy.

3.6 Promotions

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher rate of pay. All regular employees of the Town are eligible to be considered for promotions for which they apply and meet the position qualifications.

3.7 Transfers

An employee may be transferred through promotion, successful application for a vacant position, or at the discretion of the Town Administrator.

Promotion, transfer, or rehire will follow the basic guidelines of a new hire. Refer to the New Hire Policy. Also refer to the Add: Employment of relatives/family members.

3.8 Employee Review

The annual review process will include a mandatory dialogue, which is intended to provide employee~~s~~ feedback concerning employment progress. The discussion between supervisor and employee is required to qualify for an annual wage increase. Employees should contact and advise an immediate supervisor, the Town Administrator or Human Resources designee, if more than one year has passed since receiving formal feedback. The review process is not meant to serve as a substitute for ongoing discussions between supervisors and employees throughout the year but to supplement discussions to plan and assist in employee performance and development.

3.9 Licenses and Certifications

Employees whose jobs require professional license or certification must present documentation of their license or certification prior to employment or upon certification. The Town may pay the cost of obtaining additional licenses or certifications required for the current job and maintaining it in a current status. Employees are responsible for maintaining their license or certification in an active status and provide copies of such licensing, renewal, changes, etc., to the Town Administrator for personnel files.

3.10 Use of Town Equipment (Property)

Town equipment (personal property) is to be used strictly for official Town business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove Town equipment/property, or the property of any other employee from Town premises or work sites, without proper authorization. Any employee who steals Town property or the property of any other employee, or who abuses, misuses, damages, or destroys Town property shall be subject to discipline, up to and including termination. Refer to the Use of Town Equipment Policy.

3.11 Use of Town Vehicles

Town vehicles may be used strictly for the purpose and in the manner authorized by the Town. Only authorized and qualified Town employees may operate Town vehicles. All vehicles shall be operated in accordance with all applicable traffic laws and vehicle operators shall be responsible for the condition and proper use of their vehicles.

Unauthorized or improper use of Town vehicles may result in discipline, up to and including termination.

3.12 Conflict of Interest and Misuse of Authority

Town employees shall not place their personal interests above the best interest of the Town, or its constituents, and must not use the authority of their position or information gained from employment in a manner that would be unfair or could reasonably be perceived as unfair to the public. Therefore, employees must not grant any special consideration, treatment, or advantage to any person beyond that which is available to every other person unless otherwise required by law. Furthermore, employees must not accept any personal compensation in return for rendering assistance in obtaining any contract, claim, license, permit, permission, approval, or other economic benefit from the Town. In addition, Town employees shall not:

- Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- Take any official action directly and substantially affecting to its economic benefit a business or other undertaking in which he or she has a substantial direct or indirect financial interest or business arrangement;
- Disclose or use confidential information acquired during his or her official duties to further substantially his or her personal financial interests;
- Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence him or her in the discharge of his or her responsibilities, or which could be construed as a reward for action taken during official duties.

Any employee who has a potential conflict of interest due to direct (self) or indirect (meaning immediate family member – parent; sibling; spouse; children by blood, adoption or marriage; grandparent; grandchildren; in-laws) shall disclose such potential conflict to the immediate supervisor.

3.13 Gifts

The Town prohibits individual employees from asking for, or accepting, a gift of any kind from any person that is greater than a certain value. Government employees may accept gifts if any of the following are true:

- The gift is based upon a pre-existing personal or family relationship with the government employee, so long as the gift is motivated by the relationship (like a birthday present to your sister).
- The gift is valued at $20 or less, so long as the gift is not cash, and the employee accepts no more than $50 in gifts, in the aggregate, from the same outside source in a calendar year.
- The gift consists of modest refreshments, such as juice and bagels at a seminar, and not as part of a meal.
- The gift consists of free attendance at widely attended gatherings (although some agency restrictions may apply to this exception).

3.14 Employee Complaints

The Town of Palmer Lake encourages an open-door atmosphere. If an employee has an issue or concern that the Town may help solve, employees are encouraged to discuss it with the immediate supervisor or any other member of the Town's management team.

Anyone who retaliates against someone who has, in good faith, reported wrongdoing or suspected wrongdoing may be subject to disciplinary action, up to and including termination of employment.

Employees should share their questions, concerns, suggestions or complaints with their immediate supervisor. If employees are not comfortable speaking with their supervisor or not satisfied with the supervisor's response, employees shall report the concern to the Town Administrator. The Town Administrator shall work with appropriate staff, including the Town Attorney, if necessary, to determine how violations or concerns will be addressed.

Anyone filing a complaint concerning a violation or suspected violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

Reports of violations, or suspected violations, will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

3.15 Discipline

The Town expects all employees to conduct themselves with the highest professional, business, and ethical standards and will not tolerate inappropriate or insubordinate conduct. The Town may take disciplinary action as it deems appropriate in any given circumstance, up to and including termination, without any warning, procedure, or formality. Whether an employee's performance, conduct, or behavior warrants disciplinary action is within the Town's discretion. The Town does not intend by these guidelines to create any expectation that any employee will be assured of any form of disciplinary action, such as warnings, notice, or any form of progressive discipline, prior to discipline, up to and including termination.

3.16 Administrative Leave

Employees may be placed on administrative leave with or without pay under such circumstances as may be deemed necessary by the Town Administrator. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

3.17 Facilities and Equipment/Inspections

The Town may conduct searches after notice is given and with the employee’s consent of employee’s personal effects. This may include, but is not limited to, lunch bags, boxes, purses, personal computers, packages, or vehicles.

The Town may conduct searches of the above items without employee consent if a reasonable suspicion exists that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town and copies of those keys are kept by the Town.

3.18 Use of Town Computer and Telecommunications Resources

All Town computers, devices, and other resources, including Town owned cellular phones, must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this guideline may result in revocation of access privileges and may result in disciplinary action up to and including termination. Refer to Use of Technology/Communication Policy.

3.19 Use of Electronic Mail

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, regardless if the message is converted to hard copy format after receipt and regardless if the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through a local, regional, or global computer network. All Town electronic mail systems are owned by the Town and shall be used for conducting official Town business. Other than incidental personal use, any other use is prohibited. Refer to Use of Technology/Communication Policy.

3.20 Use of Social Media

Social media offers many ways for users to interact with one another, such as instant messaging, blogging and commenting, microblogging, events, status updates, online communities, forums, and message boards, podcasts, website link sharing, wikis, video conferencing, and sharing photos and videos. The Town acknowledges that social media changes rapidly and, therefore, the policy is intended to be illustrative rather than exhaustive. Refer to Social Media Policy.

3.21 Inclement Weather

The Town Administrator, or designee, may determine, due to inclement weather, to delay opening the office, or to not open the office, and therefore, to adjust staff reporting time, or to not require the staff to report. In such case, staff unable to work remotely will be paid at the regular rate for regular hours scheduled.

4.0 COMPENSATION

4.1 Pay Guidelines and Procedures

The Town Administration is responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

4.2 Work Week

A regular work week is a fixed and regularly recurring period of 168 hours – seven consecutive 24-hour periods - designated as the official work week for each employee. This period will be from 12:00 a.m. Sunday through 11:59 p.m. the following Saturday. Employee work schedules may be flexible with approval by the immediate supervisor.

The Police and Fire Departments operate on a 14-day work period from 12:00 a.m. Sunday through 11:59 p.m. the Saturday after the following Saturday (13 days later).

4.3 Pay Schedule

Employees are paid every other Friday. When the pay day falls on a holiday, payroll deposits will typically be provided the day before the holiday.

4.4 Out of Class Pay

An employee temporarily assigned outside of their regular position shall be paid at the appropriate rate for the temporary assignment, after four weeks of serving such assignment, and until they return to their former position.

4.5 Deductions

Federal and state income tax withholding and Social Security and Medicare taxes are automatically deducted from employee paychecks as required by law. Additionally, the following employee benefit deductions may be authorized in writing by individual employees:

- Employee contributions for medical, dental, or vision insurance;
- Employee contributions toward a retirement plan;
- Police and Fire deductions for FPPA and/or association membership fees.

4.6 Garnishment

A garnishment is a legally required deduction of a specified sum from an employee's wages to satisfy a creditor. If the Town is required to garnish an employee's wages, the garnishment will be made in accordance with the law.

4.7 Direct Deposit

The Town requires employees to have their paycheck deposited directly into a depository account. Employees shall authorize in writing the direct deposit of their net earnings with a designated financial institution of their choice.

4.8 Overtime and Overtime Compensation

Non-exempt employees are eligible for overtime. Eligible employees are compensated for all overtime hours at one and one-half (1½) times the applicable hourly rate or will accumulate compensatory time at one and one-half (1½) hours, for each hour worked over 40 in a work week. To the extent that any provision of this guideline conflicts with the Fair Labor Standards Act, the Fair Labor Standards Act shall govern.

All overtime worked must be approved in advance by a supervisor or other authorized representative of the Town. The 40-hour threshold is based on actual hours worked in the week. Therefore, sick time, vacation, holiday, or other paid or unpaid leave time is not included in calculating the overtime threshold.

Non-exempt employees who work more than forty (40) hours in a work week may, at the employee's discretion, be compensated in compensatory time off in lieu of overtime pay for each overtime hour worked. It is understood that in agreeing to work for the Town, employees agree to accept compensatory time in compensation for overtime worked when deemed appropriate by Town management. Compensatory time tracking is the responsibility of each department supervisor or designee.

Eligible employees are permitted to accumulate up to eighty (80) hours of compensatory time. Employees may be directed to use accrued but unused compensatory time where he or she has accumulated the maximum permissible number of hours. In addition, the employee may be precluded from earning additional compensatory time until hours are used. If the supervisor determines that the employee must work to meet business needs, the employee will be paid overtime rather than earn compensatory time until the employee's accumulated hours fall back to or under the maximum. Supervisors are responsible to track and manage compensatory time for staff throughout the year. Compensatory time should be flexed within a pay period when possible and used prior to accrued paid leave.

Upon termination of employment, employees shall be compensated for any unused compensatory time at their current rate of pay or the average regular rate received by the employee during the last three years of employment, whichever is higher.

NOTE: The Police and Fire department work periods are fourteen (14) days. Eligible Police employees are paid overtime for hours worked over 86 in a work period. Eligible Fire employees are paid overtime for hours worked over 106 in a work period. Sick time, vacation, holiday, or other paid or unpaid leave time is not included in calculating the overtime threshold.

4.9 Pay for Exempt Employees

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period for (40) or more hours per week. The Town is committed to complying with salary basis requirements which allows properly authorized deductions. If an employee believes an improper deduction has been made, the employee shall immediately report it to the Town Administrator or designated representative. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed promptly.

4.10 On Call Time

Employees may be assigned on-call duty requiring that they be available for call during a specified time period outside their normal working hours. Employees shall be paid straight time for all hours worked, as required by law.

4.11 Reporting Time

All employees shall complete the Town required timesheet (paper or electronic) to record the appropriate time to be paid. Exempt employees shall record the total hours paid by established salary (80 hours). Hours not worked shall also be recorded and coded to the appropriate leave type. Completed timesheets shall be reviewed and approved by the respective immediate supervisor at the end of each payroll period, attesting to the time recorded for payment. Compensatory time tracking is the responsibility of each department supervisor or designee.

4.12 Training Time

Town employees shall be compensated for time spent in Town-required training activities. Compensation will not be provided, however, for the following training unless specifically authorized by the Town Administrator:

- Training undertaken to meet certification requirements mandated by a higher level of government (e.g., the State of Colorado or the United States) for performance of the employee's duties; and

- Training that meets all the following criteria:
    - Attendance is outside the employee's regular working hours;
    - Attendance is in fact voluntary;
    - The employee performs no productive work during attendance; and
    - Training is not directly related to the employee's job.

4.13 Expenses

The Town reimburses employees for expenses reasonably incurred during Town business provided such expenses have been authorized in advance by the Town Administrator or are determined by the Town, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will be required to document expenses with receipts.

The Town may reimburse employees for use of their personal vehicle for Town business at the federal reimbursement rate per mile unless another agreement for personal vehicle use is established.

All requests for reimbursement of expenses shall be submitted using the Town's expense form. Refer to the Employee Travel Policy.

5.0 BENEFITS

Employees regularly scheduled for (36) hours or more per week are eligible for benefits.

5.1 Insurance Benefits

The terms and conditions of all benefit plans offered by the Town are subject to change from time to time. Town insurance plans may require employee contributions as a condition of participation. The amount of shared premium contribution will be determined by the Town Administrator and may change with each renewal cycle. Required contributions must be authorized through payroll deductions.

5.2 Group Medical, Dental, and Vision Insurance

The Town shall offer medical, dental, and vision insurance coverage for all eligible employees. Information is available from the Town Administrator, or designee, concerning eligibility and available options for benefits.

5.3 Group Life Insurance

The Town shall provide basic coverage for group life insurance for all eligible employees. Specific plan information is available from the Town Administrator or designee.

5.4 Retirement Benefit

The Town shall contribute up to a maximum match of 5% of an employee's wages toward a retirement benefit plan for all eligible employees. Refer to the Summary Plan Description for eligibility definition and plan details.

6.0 LEAVE TIME

Unless otherwise specified below, employees regularly scheduled for (36) hours or more per week are provided the following leave time and vacation benefits.

6.1 Family and Medical Leave

Public sector employers are subject to the provisions of the Family Medical Leave Act (FMLA). However, to be eligible to take FMLA leave, employees must work at a worksite with at least 50 full-time equivalent (FTE) employees within 75 miles. Because the Town does not have 50 FTE within a 75-mile radius, employees are not eligible to take FMLA leave. However, the Town will provide medical leave as outlined below.

Medical Leave of Absence:
A medical leave of absence of not more than three months may be granted to eligible employees. This unpaid leave is for absences arising from illness, injury, or pregnancy.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed ninety (90) days of employment with the Town.
- The Town Administrator is notified by the employee as soon as possible of the need for medical leave.
- The employee submits to the supervisor a written statement from the attending physician outlining the reason for leave and the estimated time needed. **NOTE**: The Town may require the employee to obtain an opinion from a medical provider selected by the Town.

Approvals are obtained from the Town Administrator prior to the leave. All available sick leave and earned vacation are used at the beginning of the leave of absence.

When the estimated period of leave is less than three months and an employee needs to extend the leave, another medical provider's statement is required indicating the new estimated length of leave.

An employee ready to return to work from leave must present a doctor's statement indicating the ability to return to work.

The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The Town shall continue (medical/life) insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, funeral pay, or employer's jury duty pay will not be granted during the leave.

Employees who fail to return at the expiration of their authorized leave may be terminated. If the employee's failure to return is due to a disability under the Americans with Disabilities Act (ADA) or other law, additional accommodations may be provided. Employees must supply adequate information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodations must not cause undue hardship to the employer. Potential accommodations will be determined in an interactive process between the employee and the Town.

The Town provides paid or unpaid leave for use by employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave shall be approved in advance by each employee's supervisor. Absence from work without advance approval may subject an employee to discipline, up to and including termination. In addition, the Town may prohibit the employee from using any form of paid leave for an unapproved absence regardless of the reason for the absence if it was feasible to obtain advance approval for the absence.

6.2 Vacation

Eligible employees shall accrue vacation with each pay period. All use of vacation time must be approved by each employee's immediate supervisor. Vacation hours may be taken in a minimum of half-hour increments.

All eligible employees shall accrue vacation as follows:

Years of Service	Annual Vacation Leave Accrual	Maximum Limit
0 to <5 years of service	96 hr – (12) 8-hr days	192 hr – (24) 8-hr days
5 to <10 years of service	120 hr – (15) 8-hr days	240 hr – (30) 8-hr days
10 to <15 years of service	168 hr – (21) 8-hr days	336 hr – (42) 8-hr days
15+ years of service	240 hr – (30) 8-hr days	480 hr – (60) 8-hr days

Employees begin accruing vacation leave upon hire, up to the maximum limit for the respective years-of-service tier limit. Each tier's maximum limit is two times its annual accrual. Once the employee reaches the maximum limit at any time throughout the year, they shall not accrue additional vacation leave until the balance falls below the maximum limit. Upon separation of employment, employees are paid at their current regular rate for all accrued but unused vacation time.

6.3 Holidays

The Town provides eight (8) hours of holiday pay on the following observed holidays to employees regularly scheduled for (32) hours or more per week, as follows:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday of January)
President's Day (3rd Monday of February)
Memorial Day (Last Monday of May)
Independence Day (July 4)
Colorado Day (observed 1st Monday of August)
Labor Day (1st Monday of September)
Cabrini Day (1st Monday of October)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day after Thanksgiving (4th Friday of November)
Christmas Eve Day (December 24)
Christmas Day (December 25)
One (1) Personal "Floating" Holiday (8 hours) – must be approved by supervisor with a minimum of 24-hour notice (awarded on the employee's fist payday on a prorated basis and, each subsequent year, on the first payday in January)

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Eligible employees working less than forty (40) hours shall receive holiday pay equal to the regular hours scheduled.

NOTE: A non-exempt employee who is required/approved to work on an observed holiday will earn the holiday pay and agree to comp the hours worked, unless otherwise agreed to by the department supervisor and Administration.

NOTE: All temporary (or seasonal) employees scheduled to work on an observed holiday receive the regular rate of pay for actual hours worked.

6.4 Sick Leave

Employees begin accruing sick leave upon hire. Paid sick leave may be used in half-hour increments. Upon separation of employment, sick leave is not paid to employees.

Employees regularly scheduled for (36) hours or more per week shall accrue sick leave benefits at a rate of ninety-six (96) hours per year, up to a maximum limit of 720 hours. Once the employee reaches 720 hours of sick leave, they shall not accrue additional sick leave until the balance falls below 720 hours.

All other employees shall accumulate sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum limit of 48 hours. These employees shall not accrue additional sick leave until the balance falls below 48 hours.

All employees are responsible to notify their immediate supervisor each day prior to the start of a scheduled shift when unable to work because of an illness, injury, medical care or domestic violence; and inform their supervisor when expected to return to work. In the event an employee is absent for more than three days, medical or legal certification is required. This certification should indicate the employee was unable to work due to medical or domestic violence reasons and the length of time this restriction lasted. If an employee has an extended illness, accumulated sick time may provide pay while the employee is away from work. Unused sick hours may be carried over from year to year.

Paid sick leave may be used for the following:

- When an employee has a mental or physical illness, injury, or health condition that prevents them from working;
- When an employee needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
- When an employee needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed above;
- When the employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment, and needing leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or
- Due to a public health emergency, a public official having closed either (A) the employee's place of business, or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

- To care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care.
- To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- To evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

Because paid sick leave is accumulated to be used for these reasons, employees will not receive extra pay or extra time off for unused sick time. Additional rules may apply in the case of a public health emergency.

6.5 Military Leave

Eligible employees are ~~those employees regularly scheduled for (36) hours or more per week. Employees~~ granted a military leave of absence are reinstated and paid in accordance with the laws governing the veteran's re-employment rights. The Town pays for the first fifteen (15) days of leave per year. After that time, leave is without pay.

6.6 Emergency/ Bereavement Leave

Eligible employees are those employees regularly scheduled for (36) hours or more per week. Employees who suffer a death in their immediate family will be allowed up to three (3) days leave at full pay, or 24 hours in total, representing the regular work schedule for the employee. If the employee requires additional paid time, the employee must request use of sick leave, compensatory or vacation leave, with the approval of the Town Administrator. Temporary and seasonal employees, who need additional time may request time off without pay.

For purposes of this guideline, an employee's "immediate family" includes spouse, children, parents, grandparents, grandchildren or siblings, and the parents, siblings or children of the employee's spouse.

6.7 Jury Duty/Court Time

Eligible employees ~~are those employees regularly scheduled for (36) hours or more per week. Employees who are~~ summoned for jury duty or subpoenaed in connection with their employment during a regularly scheduled work time will be compensated for regular scheduled hours up to two (2) workdays. A copy of the subpoena or order requiring such duty must be submitted to the Town Administrator with a leave request in advance of the absence. In addition, an employee who is absent from work due to jury service must submit a juror service acknowledgement to be compensated for such absence. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee may be paid to the Town or an equivalent amount deducted from the employee's pay.

Any subpoenas for matters not related to the employee's affiliation with the Town do not qualify for paid time. Paid leave time may be used if available.

6.8 Voting

Any employee whose work schedule is such that election services are not open during at least three (3) non-working hours on Election Day shall be permitted paid leave for the time spent voting, not to exceed two (2) hours. Notice to the immediate supervisor is required.

6.9 Unpaid Leave

Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave as permitted by the Town in its discretion. Unpaid leave shall not be granted for more than thirty (30) days and, depending upon circumstances or staffing requirements, may be renewed by the Town Administrator upon its expiration.

Employees shall not accrue vacation or sick leave while on unpaid leave. Employees on unpaid leave who are otherwise eligible to receive group insurance benefits may continue those benefits upon their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

6.10 Leave Donation Program

The Town recognizes that employees may encounter unexpected personal emergencies that result in a need for additional time off that is more than their available paid leave time allowable. The leave donation program is to address those situations when an employee may donate a portion of accrued but unused vacation leave time to another eligible employee. This policy is strictly voluntary. Refer to the Paid Leave Donation Policy.

7.0 SEPARATION OF EMPLOYMENT

An employee may separate from employment with the Town by resignation, layoff, or furlough or by termination, as described herein.

7.1 Resignations

An employee who resigns in good standing may be eligible to be considered for re-employment with the Town. An employee in good standing is one that does not resign as an alternative to termination, provides the Town a minimum of two (2) weeks' notice, and is cooperative with necessary exit procedures. Employees in a supervisor position are encouraged to provide the Town Administrator a notice of thirty (30) days or more.

Employees who resign are paid for all accrued but unused compensatory time and accrued but unused vacation, after one year of continuous employment, as provided in these guidelines. Employees who resign with ten or more years of service are eligible for one third of accrued but unused sick leave.

Employees who resign may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.2 Layoff/Furlough

The Town may layoff or furlough employees for reasons of efficiency, economy, lack of work, or for such other reason as the Town Administrator deems necessary.

Employees who are in good standing, at the time of layoff, may apply for any current or future vacancies with the Town. At the time of layoff, employees are paid accrued but unused compensatory time and accrued but unused vacation leave only. Laid off employees may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.3 Termination

Employees who are terminated may not be eligible for rehire. In the event termination takes place to eliminate or modify the duties of a position, an employee may be considered for rehire. Terminated employees are paid for accrued but unused compensatory time only. Terminated employees may be eligible to continue coverage under COBRA at their own expense as provided by state and federal law.

7.4 Exit Procedure

Employees who are laid off, resign, or retire shall contact the Town Administrator to provide all information required for separation, return all Town property, participate in an exit interview, and make arrangements for final pay and continuation of benefits if applicable.

8.0 MISCELLANEOUS GUIDELINES

8.1 Political Activity

All Town employees have the right as a citizen to participate fully in the political process. However, employees are prohibited to campaign for any candidate or cause on scheduled work time or utilizing Town resources/property. Employees are prohibited to publicly campaign for any candidate or cause while wearing the Town uniform or Town logo.

8.2 Board Membership of Employees

A Board of Trustees member may not be employed by the Town. Where a Trustee applies for employment with the Town, he/she must resign from the board if employment is offered and accepted. No Trustee may begin employment with the Town until after the effective date of their resignation. Where an employee of the Town is elected to the Town board, they must resign employment from the Town. Failure to do so shall result in termination of employment.

8.3 Data Disposal

During employment, the Town will collect certain information that is classified as "personal identifying information," or PII, under applicable laws. Such information may include, but is not limited to:

- Employee first and last name or initials;
- Username(s) and password(s);
- Social security number;
- Driver license or other identification card number;
- Medical documentation;
- Biometric data;
- And more.

The Town may keep these records in paper and/or electronic format. When such documentation is no longer needed, pursuant to records retention requirements and best practices, the Town will either (a) destroy the records or (b) arrange for the destruction (i.e., shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means).

9.0 EMPLOYEE ACKNOWLEDGEMENT

**I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED_____.
I UNDERSTAND THAT I AM RESPONSIBLE TO BE FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:**

EMPLOYMENT WITH THE TOWN OF PALMER LAKE IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE ORGANIZATION, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. THE ORGANIZATION HAS THE SAME RIGHT.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.

THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF TOWN GUIDELINES.

THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE ORGANIZATION THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

_____
Employee Name (printed)

_____
Signature

_____
Date

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Distribute/Review Revised Master Fee Schedule for 2025
Presented by: Town Administrator /Clerk		

Background

For the Board review and comment, a draft of the revised master fee schedule for 2025 is distributed to be considered at a future meeting.

Primarily, changes consist of water usage rates and tap fee modification per adopted Resolution 54-2023; new fees for town facility rental/use suggested by the Parks and Trails Commission for ballfield and pickleball court use; and a land use application fee for change of use, Sec 17.14.30, as adopted (Ord. 3-2024).

If you have questions on the modifications, please reach out with questions, and/or provide comments.

This item will come back under resolution for Board consideration to establish the 2025 fee schedule.

TOWN OF PALMER LAKE FEE SCHEDULE

	2025 FEE	Code Ref:
ADMINISTRATION - LICENSES & PERMITS		
BUSINESS LICENSE		Ch 5.04
New Application	$75	
Annual Renewal	$50	
SIGN PERMIT	$100 / sign	Ch 17.76
SHORT TERM RENTAL		Ch 5.08
Safety Inspection Fee	$75	
Class 1 owner occupied		
New Application	$250	
Annual Renewal	$150	
Class 2 non-owner occupied		
New Application	$500	
Annual Renewal	$300	
LODGING FEE (less than 30 consecutive days)	$2 / night	Ch 3.08
FARMERS MARKET APPLICATION FEE	$100	Ch 5.10
OUTDOOR AMPLIFIED SOUND EVENT PERMIT	$0	Ch 9.36
PUBLIC DISPLAY PERMIT	$0	Ch 5.36
LIQUOR SPECIAL EVENT PERMIT (non-profit ONLY)	$100 / day	
LIQUOR LICENSE - Local Fee		Ch 5.24
**See Colorado Department of Revenue (Fee to State - New & Annual Renewal)*		
https://sbg.colorado.gov/liquor		
**Meet with Town Clerk for NEW application packet including all respective fees*		
New License Application	$1,000	
Transfer of Ownership	$750	
Change of Location	$750	
Renewal Application	$100	
Corporation/LLC Change - Legal Entity	$100	
Manager Registration	$75	
Take Out / Delivery Permit	$15	
Local License Fee - Restaurant/Lodging/Tavern (depends on license type)	$75	
MARIJUANA LICENSE - Local Fee		Ch 5.20-21
**See Colorado Department of Revenue (Fee to State - New & Annual Renewal)*		
https://sbg.colorado.gov/med/applications-and-forms		
**Meet with Town Clerk for NEW application packet*		
New (Initial) Application Fee	$2,500	
New/Annual Renewal License Fee for Medical MJ	$1,500	
New/Annual Renewal License Fee for Recreational MJ	$2,000	
Change - Modification of Premises	$500	
**Note: DR 8545, item 3. MOP - Local Licensing approval prior to MED approval per Rule 2-260*		
Change - Legal Structure (Member)	$500	
Transfer of Ownership	$2,500	
DUPLICATE LICENSE FEE	$10	
LATE RENEWAL FEE > 30 DAYS	$15	
SOLICITOR / PEDDLER PERMIT	$25	Ch 5.12/16
SPECIAL EVENT PERMIT	$100 / event	
**Fee plus applicable reservation/rental fees*		
TOWN PROPERTY - RESERVATION & RENTAL FEES		
PALMER LAKE PAVILION		
Resident - minimum 4 hour	$50 / 4-hour	
Resident - full day	$100 / day	
Non-resident - minimum 4 hour	$75 / 4-hour	
Non-resident - full day	$150 / day	
VILLAGE GREEN / GAZEBO		
Resident - minimum 4 hour	$50 / 4-hour	
Resident - full day	$100 / day	
Non-resident - minimum 4 hour	$75 / 4-hour	
Non-resident - full day	$150 / day	
CENTENNIAL PARK / GAZEBO		
Resident	$75 / day	
Non-resident	$100 / day	

TOWN OF PALMER LAKE FEE SCHEDULE

		2025 FEE	Code Ref:
BASEBALL FIELD		$50 / 4-hour	
		$15 / added hours	
PICKLEBALL COURTS	Camp; Tournament; Instructed Play	$20 / hour	
	League (TBD)	*	
	Resident - DURING RESERVATION BLOCKED TIME (TBD)	$10 / hour	
	Non-resident	$15 / hour	
MAINTENANCE FOR FIELD/ COURT - per event		$35	
GLEN PARK / PICNIC AREA			
	Resident	$50 / day	
	Non-resident	$75 / day	
ELEPHANT ROCK PAVILION (TBD)			
	Resident	$50 / day	
	Non-resident	$75 / day	
NON-REFUNDABLE (PORTION) RESERVATION FEE		$25	
PLUS DAMAGE DEPOSIT FOR ALL PROPERTY (Refundable)		$75	
ROCKIN RAILS DISC GOLF COURSE			
	Special Event	$150 / day	
	League Play (criteria)	$250 / year	
	REFUNDABLE DAMAGE DEPOSIT	$250 / event	
HISTORIC TOWN HALL			
	Rental Event by Hour	$50 / hour	
	Non-Profit Event	$25 / event	
RENTAL:	Round Tables (10) & Chairs (80)	$250 / event	
	Set: 1 table & 8 chairs	$25 / set	
	Town Hall Maint/Utility Fee	$65 /event	
	PLUS Damage Deposit (Alcohol)	$500 / event	
GLEN TRAILHEAD PARKING (+ applicable payment process fee)		$5 / day	
	**Holiday/special event parking may be modified*		
PUBLIC WORKS & WATER FEES			
NEW WATER TAP/LINE SET			Ch 13.08
	Tap Fee, based on tap size:		
	3/4" (or smaller)	~~$ 23,838.42~~ $ 25,030.34	
	1"	~~$ 43,667.22~~ $ 45,850.58	
	1.5"	~~$ 76,714.43~~ $ 80,550.15	
	2"	~~$ 116,369.65~~ $ 122,188.13	
	3/4" (or smaller) out of town	~~$ 35,757.63~~ $ 37,545.51	
	1" irrigation	~~$ 65,500.83~~ $ 68,775.87	
	2.5"	~~$ 164,346.99~~ $ 172,564.34	
	4"	~~$ 318,770.96~~ $ 334,709.51	
	Meter (with accessories and inspection)	$850	
	Coordinate with Water Department for inspection		
Minimum Monthy Bill (before usage), based on tap size:			
	3/4" (or smaller)	~~$ 85.00~~ $ 89.25	
	1"	~~$ 111.85~~ $ 117.44	
	1.5"	~~$ 157.01~~ $ 164.86	
	2"	~~$ 211.24~~ $ 221.80	
	3/4" (or smaller) out of town	~~$ 127.50~~ $ 133.88	
	1" irrigation	~~$ 167.78~~ $ 176.17	
	2.5"	~~$ 277.04~~ $ 290.89	
	4"	~~$ 489.94~~ $ 514.44	
Water Usage Rates (meters read in 100 gl increments)			
	1-999 gl	$ ~~0.84~~ 0.88 per 100 gal	
	1,000-2,9999 gl	$ ~~1.20~~ 1.26 per 100 gal	
	3,000-5,999 gl	$ ~~1.45~~ 1.52 per 100 gal	
	6,000-8,999 gl	$ ~~1.65~~ 1.73 per 100 gal	
	9,000-11,999 gl	$ ~~1.90~~ 2.00 per 100 gal	
	12,000-19,999 gl	$ ~~2.10~~ 2.22 per 100 gal	
	20,000+ gl	$ ~~2.30~~ 2.42 per 100 gal	

Tap Fees are subject to annual 5% increase per Resolution 54 of 2023

Water Usage Rates and Base Fees are established per Resolution 54 of 2023

TOWN OF PALMER LAKE FEE SCHEDULE

		2025 FEE	Code Ref:
Water Flushing Rates	(meters read in 100 gl increments)		
1-2999 gl		$ 2.80 per 100 gal	
3000-5999 gl		$ 3.00 per 100 gal	
6,000-12,999 gl		$ 3.20 per 100 gal	
13,000-24,999 gl		$ 3.40 per 100 gal	
25,000+ gl		$ 3.60 per 100 gal	
LATE PAYMENT FEE		$15 / mo	
PAST DUE INTEREST RATE (water charge only)		18% / yr	
SHUT OFF / TURN ON DUE TO NON PAYMENT		$20 /incident	
SHUT OFF / TURN ON SERVICE CALL DURING BUSINESS HOURS		$0	
NON-EMERGENCY SERVICE CALL		$45 /incident	
EMERGENCY SERVICE CALL		$0	
RESIDENTIAL WELL PERMIT	- subject to $15,000 drilling allowance	$ 23,838.42	
DRIVEWAY / STREET CUT PERMIT (ROW)		$200	
DEMOLITION PERMIT		$100	
LAND USE APPLICATIONS			
	**Fees PLUS applicable land use 2% use tax*		Ch 16-17
NEW CONSTRUCTION, ADDITION (Building Permit)		$200+	
OTHER (Remodel, Re-roof, Deck, Solar, etc)		$50+	
DRAINAGE		$250 + formula	
PRE-APPLICATION MEETING		$0	
PLAN REVIEW (estimated by Development Review Team)		$500 +	
PRELIMINARY PLAT		$ 1000 + $100/lot	Ch 16.20
SUBDIVISION/ FINAL PLAT		$ 1000 + $200/lot	"
SKETCH PLAN		$1,000	
MINOR SUBDIVISION (less than 5 parcels)		$1,000	"
REPLAT/ RESUBDIVISION APPLICATION		$1,000	"
PLAT AMENDMENT/ CORRECTION		$500	"
VACATION of RIGHT OF WAY, EASEMENT, PLAT		$1,000	"
ANNEXATION Over 10 Acres		$2,500	Ch 17.98
ANNEXATION 10 Acres or Less		$2,000	
CONDITIONAL USE REQUEST		$500	Ch 17.100
VARIANCE (APPEAL) - RESIDENTIAL		$300	
VARIANCE (APPEAL) - NON-RESIDENTIAL		$500	
PLANNED UNIT DEVELOPMENT (PUD) REQUEST:			Ch 17.72
	PUD Sketch Plan (Concept)	$750 + 100/lot	
	PUD Plan 5 Acres or Less	$2500 + 100/lot	
	PUD Plan Over 5 Acres	$2500 + 200/lot	
	PUD Final Development Plan	$3,000	
	PUD AMENDMENT Minor/Major	$1,500	
REZONING REQUEST (Change) *excludes PUD*		$1,000	Ch 17.14
REZONING - Zoning Amendment (Map/Text Correction)		$300	
SITE DEVELOPMENT PLAN REVIEW - RESIDENTIAL (more than 1 unit)		$500	Ch 17.12
SITE DEVELOPMENT PLAN REVIEW - NON-RESIDENTIAL		$750	
CHANGE OF USE		$300	Ch 17.14
VESTED RIGHTS FEE		$500	
FEE IN LIEU OF SCHOOL LAND DEDICATIONS (per School District):			
	Single Family Detached	$2,218	
	Townhouse/Duplex/Single Family Attached	$1,413	
	Multi-Family/Other	$992	
COMMUNITY MASTER PLAN AMENDMENT		$500	
ADMINISTRATION - OTHER FEES			
NOTARY SERVICE		$0	
LATE FEE / MONTH (after 30 days as applicable)		$15	
NSF FEE (Includes bank service fee, if applicable)		$29	

TOWN OF PALMER LAKE FEE SCHEDULE

			2025 FEE	Code Ref:
PUBLIC RECORD / CORA				
	Letter size (b/w photocopy - pg 1-5 no cost		$0.25 / page > 6	
	Legal or larger b/w photocopy		$0.50 / page	
	FAX Transmittal		$2 / page	
	Document certification		$5 / Cert	
	Portable media - CD/DVD/Flash Drive		Actual Cost	
	Research, Retrieval, Data Manipulation (1st hour no cost)		$30 / hour	
	US First Class Mail requested		USPS rate	
FIRE SERVICES	**NOTE: Fire review/inspection fees based on 2015 IFC**			2015 IFC
PLAN REVIEW				
	Subdivision/Development Plans	< 10 acres	$500	
		> 10 acres	$750	
	Single Family Residence (1 inspection)		$100	
	Tenant Finish/Remodel - Commercial			
	< 1500 SF		$174	
	1500 - 5000 SF		$312	
	5001 - 10,000 SF		$1,521	
	10,001 - 50,000 SF		$1,782	
	50,001 - 100,000 SF		$2,673	
	> 100,001 SF		$6,855	
FIRE INSPECTION				
	Variance Request		$500	
	Nuisance (after 5th call)		$325 / call	
	Fire Watch (minimum 2 hours)		$138 / hour	
BURN PERMIT (Annual)			$25	Ch 8.28
Water Plan Reviews & Inspections				
	Plan review		$140.00	
	Inspection first fire hydrant		$115.00	
	Inspection each additional hydrant		$58.00	
	Inspection, per fire line		$230.00	
	Water tank for fire suppression		$650.00	
Construction Plan Reviews & Inspections				
	A-I - 50,000 square feet (sq. ft.) or less A-I - 50,000 + sq. ft. - 150,000 sq. ft.		$1,377.00--$1,402.00	
	A-2 - 5,000 sq. ft. or less		$440.00	
	A-2 - 5,000 + sq. ft. - 10,000 sq, ft.		$567.00	
	A-2 - Each additional 10,000 sq. ft. or portion thereof greater than 10,000 sq. ft		$567.00	
	A-3 - 12,000 sq. ft. or less		$440.00	
	A-3 - 12,000 + sq. ft. - 50,000 sq. ft.		$567.00	
	A-3 - Each additipnal 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.		$567.00	
	A-4 - 12,000 sq. ft. or less		$510.00	
	A-4 - 12,000 + sq. ft. 50,000 sq. ft.		$740.00	
	A-4 - Each additional 50,000 sq. ft. or portion thereof greater than 50, 000 sq. ft.		$740.00	
	A-5 - 10,000 sq, it. or less		$510.00	
	A-5 - 10,000 + sq. ft. - 50,000 sq. ft.		$1,300.00	
	B - 10,000 sq. ft. or less		$312.00	
	B - 10,000 + sq. ft. - 50,000 sq. ft.		$370.00	
	B - 50,000 + sq. ft. - 100,000 sq. ft.		$567.00	
	B - Each additional 50,000 sq. ft. or portion thereof greater than 100,000 sq. ft.		$567.00	
	F-1 - 12,000 sq. ft. or less		$498.00	
	F-1 - 12,000 + sq. ft. - 50,000 sq. ft.		$765.00	
	F-1 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.		$765.00	
	F-2 - 12,000 sq. ft. or less		$370.00	
	F-2 - 12,000 + sq. ft. - 50,000 sq. ft.		$625.00	
	F-2 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft		$625.00	
	H - All groups		$382.00	
	I-4		$450.00	
	M - 10,000 sq. ft. or less		$370.00	
	M - 10,000 + sq. ft. - 50,000 sq. ft.		$440.00	
	M - 50,000 + sq. ft. - 100,000 sq. ft.		$880.00	
	M - Each additional 50,000 sq. ft. or portion there of greater than 100,000 sq. ft.		$440.00	

TOWN OF PALMER LAKE FEE SCHEDULE

		2025 FEE	Code Ref:
	R-1 - Up to and including 30 sleeping units	$510.00	
	R-1 - 31 to 100 sleeping units	$1,755.00	
	R-1 - Each additional 30 sleeping units or portion there of greater than 100	$510.00	
	R-2 - Up to and including 10 dwelling/sleeping units	$255.00	
	R-2 - 11 - 30 dwelling/sleeping units	$370.00	
	R-2 - 31 - 100 dwelling/sleeping units	$797.00	
	R-2 - 101 - 150 dwelling/sleeping units	$1,785.00	
	R-2 - 151 - 200 dwelling/sleeping units	$2,270.00	
	R2 - Each additional 50 dwelling/sleeping units or portion thereof greater than 200	$567.00	
	R-2 - Townhomes, per building	$150.00	
	R-3 - Wildland urban interface (WUI) home	$200.00	
	R-4	$370.00	
	S-1 & S-2 - 10,000 sq. ft. or less	$312.00	
	S-1 & S-2 - 10,000 sq. ft. - 50,000 sq. ft.	$510.00	
	S-1 & S-2 - 50,000 sq. ft. - 100,000 sq. ft.	$975.00	
	S-1 & S-2 - Each additional 50,000 sq. ft. or portion thereof greater than 100,000 sq. Ft	$510.00	
	U	$255.00	
	Other occupancies or uses not listed	$740.00	
	Shell building	$382.00	
	Foundation only/ superstructure/ limited review	$75.00	
	Smoke management system, exhaust method	$1,160.00	
	Smoke management system, pressurization method	$3,125.00	
	Radio amplification	$230.00	
	Other construction permits not listed	$370.00	
Fire Alarm System Plan Reviews & Inspections (Triggered by Occupancy Type)			
	5-Device letter	$100.00	
	50 or less initiating devices and/or notification appliances	$312.00	
	51 - 100 initiating devices and/or notification appliances	$567.00	
	Each additional 20 initiating devices and/or notification appliances greater than 150	$995.00	
	Residential fire alarm system - single family home	$300.00	
	Change in monitoring technology	$185.00	
	Firefighter communications systems other than radio amplification	$415.00	
	2-way elevator communications	$300.00	
Fire Sprinkler System Plan Reviews & Inspections (Triggered by Occupancy Type)			
	20 - Head letter	$100.00	
	100 sprinkler heads or less, includes 1 wet pipe sprinkler system riser	$497.00	
	101-200 sprinkler heads	$740.00	
	201-300 sprinkler heads	$995.00	
	Each additional 100 sprinkler heads or portion thereof greater than 300	$255.00	
	Each additional wet pipe sprinkler system riser and/or backflow retrofit	$242.00	
	Each standpipe system riser	$242.00	
	Each dry pipe, preaction, and/or deluge system valve	$242.00	
	Each fire pump or foam system	$530.00	
	13D system, sprinkler systems in one- and two-family dwellings and manufactured homes	$425.00	
	NOTE: Three sprinkler system inspections shall be allowed, per permit, prior to assessing a trip fee.		
Fixed Fire Extinguishing System Plan Reviews & Inspections			
	First wet/dry chemical extinguishing system	$370.00	
	Each additional wet/dry chemical extinguishing system	$127.00	
	Gaseous extinguishing system	$880.00	
	Water mist extinguishing system	$1,900.00	
Miscellaneous Permits & Plan Reviews			
	Cancelled projects prior to permit, per hour or portion thereof	$140.00	
	Work at Risk Permit	$500.00	
	System Demolition Permit	$185.00	
	Pre-plan submittal consult, free first thirty minutes, $140 each subsequent hour or portio	$140.00	

TOWN OF PALMER LAKE FEE SCHEDULE

		2025 FEE	Code Ref:
Miscellaneous Inspections			
	Convenience inspection, first two hours or portion thereof	$350.00	
	Convenience inspection, exceeding two hours, each additional hour or portion thereof	$175.00	
	Courtesy inspection, per hour or portion thereof	$115.00	
	Trip Fee, second and subsequent partial inspection	$200.00	
	Re-inspection	$100.00	
	NOTE: A re-inspection fee may be applied if the site is inaccessible and/or work is not sufficiently pre-tested, or hazards are not completed in the required timeframe.		
Definitions/Explanations ***see addendum**			
Hazardous Materials (Construction Associated with Building Permits)			
	See Chapter 2 of the International Fire Code for occupancy classification examples		
	M - Up to and including 10,000 sq. ft	$295.00--$510.00	
Operational Permits			
	Special Events/Fairs	$150.00	
	Miscellaneous Combustible Storage	$150.00	
	Open Flames and Candles	$150.00	
	Storage of Scrap Tires & Byproducts	$200.00	
	Temporary Membrane Structures, Tents and Canopies	$100.00	
	Explosives/Blasting	$50.00	
	Pyrotechnics, Fireworks, Special Effects/Theatrical Performances	$150.00	
	Food Vendor with Flame Device	$25.00	
POLICE SERVICES			
INK FINGERPRINTS		$20	
SEX OFFENDER REGISTRATION		$25	
VIN VERIFICATION		$10	
VIN VERIFICATION FOR ADDITIONAL VEHICLE(S)		$5	
	Check or Money Order - Payable to Town of Palmer Lake		
	Credit Card payment at www.townofpalmerlake.com (MUST specify what payment is for)		
	Coordinate appointment with Police: Call 719-481-2934		
EXTRA DUTY ASSIGNMENT		$50 / hour	
PUBLIC SAFETY RECORD REQUESTS			
	Traffic Accident Reports	$10	
	Case Reports (1-10 pages)	$15	
	Case Reports (page 11 and after)	$0.25 / page	
	Research/Retrieval of Records (1st hour free)	$30 / hour	
	Digital Video/Audio/Photograph copies	$25	
	~~Research/Retrieval of Records (1st hour free)~~	~~$30 / hour~~	*duplicate*
	All 3rd Party Printing	Actual cost	
MUNICIPAL COURT			
COURT COST (includes docket fee)		$40	
OJW FEE		$30	
WARRANT FEE (determined by Municipal Judge)		$300-800	
CITATION SCHEDULE	*Note: A 37% surcharge will be added to citations*		
IMPOUNDING ANIMALS			Ch 7.04
	Redeem Fee	$40	
	Additional Fee within 12 months	$60	
DOGS			Ch 7.08
	1st offense	$45	
	2nd offense	$75	
	3rd offense	$100	
VICIOUS DOG			
	1st offense	$75	
	2nd offense	$100	
	3rd offense	$150	

TOWN OF PALMER LAKE FEE SCHEDULE

	2025 FEE	Code Ref:
DOMESTICATED POULTRY & FOWL (PETS)		Ch 7.12
1st offense	$45	
2nd offense	$75	
3rd offense	$100	
FEEDING OR ATTRACTING GAME WILDLIFE		Ch 7.16
1st offense	$100	
2nd offense	$500	
3rd offense	$1,000	
JUNKYARD AND DUMPING - LITTER ON PRIVATE/VACANT		Ch 8.12
1st offense followed by 8.04.040 Abatement	$250	
2nd offense	$500	
3rd offense	$1,000	
NUISANCES BY CODE		
1st offense	$45	
2nd offense	$75	
3rd offense	$100	
ABATEMENT		Ch 8.04
Actual cost plus daily citation not resolved	$100	
FALSE ALARM		Ch 9.04
1st offense followed by charge under C.R.S. 18-8-111	$500	
DOG AT RESERVOIR		
1st offense	$800	
PARKING VIOLATION	$50	Ch 10.08
TRAFFIC VIOLATION		Ch 10.08
Per adopted current Model Traffic Code		
SETTING FIRES WITHIN WATER SYSTEM	$1000+	Ch 13.20
PROHIBITED SMOKING DURING STAGE 2 RESTRICTION	$500	
SIGN CODE VIOLATION		Ch. 17.76
1st offense	$100	
2nd offense	$200	
3rd offense	$300	
EXTERIOR LIGHTING VIOLATION		Ch 14.20
1st offense, per fixture	$50	
2nd offense, per fixture	$100	

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Direction Relating to Single Hauler Collection Service RFP
Presented by: Town Administrator /Clerk		

Background

Per prior Board direction, an RFP was issued to solicit proposals for single hauler collection services within the town boundaries, posted to the RFP page, found here - https://www.townofpalmerlake.com/rfps

However, the providers requested very specific information to complete a proper proposal -ie., number of commercial accounts, size of containers, amount of service per week.

Staff does not have this information on hand nor the capacity to survey this information. This RFP has recently been extended to a deadline of Wed., January 22.

Thus, it is requested to begin this process with the residential services, which will include weekly removal of trash, optional recycle bi-weekly, and I have provided the residential figures noted below.

Condo, 54
Duplex, 6
Mobile home, 147
Residential, 1019
Townhouse, 7

The expectation would be that, if the residential portion of a single hauler collection service is successful, the provider seeks the commercial data to propose subsequent services. Is this agreeable to the Board?

Additionally, does the Board want individual presentations of the proposals submitted?

:dc

TOWN OF PALMER LAKE
BOARD OF TRUSTEES - AGENDA MEMO

DATE: January 9, 2025	**ITEM NO.**	**SUBJECT**: Direction Relating to ER Advisory Committee – Citizen Volunteers
Presented by: Town Administrator /Clerk		

Background

Per prior Board direction, Resolution 42-2024 was adopted (encl) in August, to create an advisory committee to study the financial impact of the implementation of proposal cultural activity at the elephant rock property. We have received two (2) notice of interest from individuals for this committee.

- Is it the desire of the Board to continue advertising for additional members for this committee?
- Should the entire discussion be revisited? We are receiving inquiries to view the property again with ideas for use of the main building/property.
- Should repair of the total damage be assessed? While it sits, the main building continues to deteriorate, primarily a leaking roof.

At a minimum, it seems that a workshop about the course of this topic is reasonable for new members and discussion about what is required as the property undergoes plans for improvement and/or change of use – process to amend PD, CDOT review, etc.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 42 - 2024

A RESOLUTION ETABLISHING A TEMPORARY ADVISORY COMMITTEE TO STUDY AND CREATE A PROPOSED FINANCIAL AND IMPLEMENTATION PLAN FOR THE CULTURAL ACTIVITY AND USE OF CERTAIN STRUCTURES ON THE ELEPHANT ROCK PROPERTY, 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; and

WHEREAS, the Town of Palmer Lake is the owner of certain real property known as the Elephant Rock property; and

WHEREAS, the Town Board of Trustees desires to involve Town organizations and members of the public to study and assemble a proposed financial plan for cultural activity for a possible multi-tenant or boutique use of the structures commonly referred to as the main building, cottage and former chapel located on the Elephant Rock property as well as the surrounding undeveloped property, by providing a recommendation to the Board of Trustees, to assist the Board of Trustees to make final determinations about the use of the Elephant Rock property.

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

1. The Board of Trustees for the Town of Palmer Lake hereby establishes a temporary advisory committee comprised of not more than two members from the Planning Commission, not more than two members from the Parks and Trails Commission, and members from other local non-profit organizations not having a financial interest or benefit from any anticipated use of the Elephant Rock property, for a total voting membership not to exceed ten members. All members shall be appointed by and may be removed by the Town Board of Trustees, in its sole discretion.

2. The purpose of the advisory committee is to provide the Board of Trustees a written recommendation of a financial and implementation plan for cultural activity, utilizing the main building, cottage and former chapel on the Elephant Rock property and the surrounding undeveloped property, within 120 days of the date the initial Committee is appointed by the Board of Trustees. . Upon completion of its tasks as described in this Resolution or expiration of the 120 days, whichever occurs first, the temporary committee shall automatically be dissolved, unless the Board of Trustees, by motion or resolution, directs the committee to undertake further tasks or extends the duration of the committee.

3. The advisory committee shall elect a chair and a secretary from among its members and shall comply with all requirements of the Colorado Open Meetings Law (Sections 24-6-401, et seq., C.R.S.) and the Colorado Open Records Act (Section 24-72-101, et seq., C.R.S.).

4. 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.

5. 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 8th DAY OF AUGUST 2024.

ATTEST:

Dawn A. Collins
Town Administrator/Clerk

TOWN OF PALMER LAKE, COLORADO

BY: Grant Havenar
Grant Havenar
Mayor