



BOARD OF TRUSTEES MEETING

Thursday, September 12, 2024

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

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

LIVE STREAM available at Town website

AGENDA

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

Call to Order & Roll Call

Convene to Executive Session

A) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – consider terms for leasing portion of Elephant Rock property; update on possible annexation.

B) For the purpose of purchase acquisition, lease, transfer or sale of any real or personal property interest under C.R.S. 24-6-402(4)(a) - convey property (Hwy 105); obtain property (El Paso County).

C) For the purpose of conferring with Town Attorney to receive legal advise on specific legal questions under C.R.S. 24-6-402(4)(b) relating to (a) accounting for certain funds as General Funds or Water Enterprise Funds and (b) addressing the legal issues involved in the Petition to Disconnect Filed by United Congregational Church.

D) For the purpose of a personnel matter, employment evaluation of Town Administrator, under C.R.S. 24-6-402(4)(f).

Reconvene to Open Session - by 5:45 pm for Regular Meeting at 6 pm

Roll Call

Pledge of Allegiance - Led by Palmer Lake Elementary Girl Scout Troop #45259

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

1. Minutes from August 22, 2024 Meeting
2. Checks over \$15,000 - West Fork Construction (\$429,232.00) for PLES project

Staff/Department Reports

- [3.](#) Water
- [4.](#) Public Works including Roads & Park Maintenance
- [5.](#) Police
- [6.](#) Fire
- [7.](#) Administration
8. Attorney
9. Administrator/Clerk

Business Items

- [10.](#) Resolution 45-2024 to Authorize Agreement with UC Health for (BHCON) Clinician
- [11.](#) Resolution 49-2024 to Authorize Improvement Agreement for Vale St Extension
- [12.](#) Ordinance 11-2024 to Amend Code Language Relating to Littering Fees
- [13.](#) Public Request to Use Elephant Rock Property
- [14.](#) Discussion/Direction on Intersection of Commercial/Circle

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 (9/20 Retreat; 9/26) and Future Items**

Convene to Executive Session – if needed to complete above discussion(s)

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, August 22, 2024

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

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

MINUTES

Call to Order & Roll Call.

Mayor Pro Tem Dennis Stern called the meeting to order at 5 pm. Present: Mayor Pro Tem Dennis Stern; Trustees Nick Ehrhardt, Shana Ball, Kevin Dreher. Trustee Jessica Farr arrived late. Excused: Mayor Glant Havenar and Trustee Sam Padgett.

Convene to Executive Session. MOTION (Dreher, Ehrhardt) to convene into executive session. Roll call vote – aye 4; nay 0. Motion passed. Attorney Krob noted that item (C) of the executive session has no report.

A) For the purpose of discussing a matter that is subject to negotiation related to a possible annexation, pursuant to Section 24-6-402(4)(e), C.R.S.

B) For the purpose of discussing a matter that is subject to negotiation, pursuant to Section 24-6-402(4)(e), C.R.S., and to confer with the Town Attorney for legal advice on specific questions concerning a civil summons and petition to disconnect filed by United Congregational Church, pursuant to C.R.S. 24-6-402(4)(b).

C) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators related town land dedication under C.R.S. 24-6-402(4)(e).

Reconvene to Open Session. At 5:42 pm, the Board reconvened to open session and recessed until 6 pm.

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

Pledge of Allegiance. Trustee Dreher led the pledge.

Presentation

1. 2023 Financial Audit Prepared by Green & Associates LLC. Mr. David Green of Green & Associates reviewed the process for the financial audit and his responsibilities conducting the audit. Mr. Green stated there were no concerns and reviewed the net position and statement of activities for 2023. Trustee Dreher thanked staff for their work.

Mr. Roger Moseley presented several remarks about the audit relating to ARP funds, wages, an additional report. Collins requested that he forward the comments to the office.

Consent Agenda. MOTION (Farr, Ehrhardt) to approve the consent agenda including items 2) Minutes from August 8, 2024, Meeting; 3) Checks over \$15,000 - Bradley Excavating (\$27,119.00); Green & Associates (\$17,800.00); 4) Financials (July). Roll call vote – aye 5; nay 0. Motion passed.

Staff/Department Reports

5. Attorney – none.

6. Administrator/Clerk – Collins noted the town positions that remain open for applicants, including Water Operator, Police Chief, Accounting Clerk, Maintenance Tech, Code Compliance. She reported that the EV charges are complimentary through September 10. Upcoming special events were reviewed, including Lewis Palmer Middle School Cross Country meet on Sep-10 starting at noon; Funky Little Theater has two shows – Legend of Sleepy Hollow from Oct 11-26 and A Christmas Carol from Dec 19-21; the 16th annual YMCA Creepy Crawl 5K Fun Run is Oct-26 at 8a; and the first Farmers Market will kick off behind Bella Panini on Sundays, from 10a-2p, beginning Sep-1 through Oct-6. The request for citizen members to apply for appointment to the advisory committee to assemble a financial plan for the vision of elephant rock is posted and will be considered on a first come, first serve basis. Parks and Trails will have a vacancy to fill. Collins informed the Board about the upcoming CML district meeting on Sep-11.

Fire Chief Vincent reported that the firehouse bays are painted, and every member of the Fire crew has completed Firefighter 1. He provided an update on the mitigation work at elephant rock. Discussion took place about Fire and Police coordinating the DUI breathalyzer and blood test work being done locally for quick turnaround. Chief Vincent reviewed his wildland fire experience in Oregon and stated the engine is currently deployed in northern California.

Business Items

7. Resolution 43-2024 to Authorize Filing 2023 Financial Audit. MOTION (Ball, Dreher) to approve Resolution 43 to authorize filing the 2023 financial audit. Roll call vote – aye 5; nay 0. Motion passed.

8. Resolution 47-2024 to Reconsider Award for Asbestos Abatement. Collins provided the background of this item since the prior meeting that the Board awarded the abatement activity. The figures in the testing report were found to be inaccurate. Staff contacted the company to revise the report with correct figures and contacted those who submitted quotes to confirm or requote the abatement. With revised quotes, Paramount is the low bidder. Collins explained the added quote to remove contents. Discussion took place about checking with Habitat Restore to pick up salvageable items. Discussion about the general start and timeline took place. Staff committed to checking into donation of contents. MOTION (Dreher, Farr) to approve Resolution 47 to award the work to Paramount as presented. Roll call vote – aye 5; nay 0. Motion passed.

9. Resolution 44-2024 to Authorize IGA to Coordinate Election with El Paso County. Collins explained the required IGA for the responsibility of El Paso County Clerk and Recorder and the Town responsibility. MOTION (Farr, Ehrhardt) to approve Resolution 44 to authorize the IGA for the November 5 election. Roll call vote – aye 5; nay 0. Motion passed.

10. Resolution 46-2024 to Approve Alternate Fee for Plat Amendment and Correction. Collins reviewed the recent adoption of the revised subdivision code including two plat procedures that require less time and cost to the town – an amendment and a correction. She requested that a separate reduced fee be added to the fee schedule for these procedures, suggesting \$500. MOTION (Farr, Dreher) to approve Resolution 46 to adopt the separate fee of \$500. Roll call vote – aye 5; nay 0. Motion passed.
11. Resolution 45-2024 to Authorize IGA with UC Health for Co-responder Clinician. Collins noted that the agreement is still under legal review with UC Health. This item will be brought back to a future meeting.
12. Resolution 48-2024 to Redirect Opioid Settlement Payments to the Region. Collins explained the initial agreement in 2022 and that settlement funds were directed to the town instead of the Region that the Town participates. She stated that other than supplies, which Narcan is provided to the town at no cost, the amount is nominal and not enough for the programs that are eligible to expend funds. It was requested to redirect the collected funds of approximately \$1400 and future funds to pool with Region 16. MOTION (Dreher, Ball) to approve Resolution 48 to redirect funds to the Region. Roll call vote – aye 5; nay 0. Motion passed.
13. Ordinance 10-2024 to Amend Ch 5 Business License Regulations. Attorney Krob explained the modifications to the code. Discussion took place about one additional change to amend 7) adding 1) has a business license or 2) exempt under sub 8). Attorney Krob will amend the ordinance language. MOTION (Farr, Dreher) to approve Ordinance 10 as amended. Roll call vote – aye 5; nay 0. Motion passed.
14. Direction for Fire Department Request to Use Town (Motor Bike Track) Property for Slash Collection. Chief John Vincent reviewed his proposal to provide a community slash collection at County Line Road to subsequently burn. Discussion took place about educating the public about mitigation, monitoring the site, operating for town residents only and not for commercial drop off. A review of the area took place being out of site from County Line. Board consensus was to move forward, starting with the required notice to the club.

Public Comment. Mayor Pro Tem Stern read the rules for public comment.

Mr. Gene Kalesti stated that the Mayor made false comments on social media.

Mr. Atis Jurka informed the Board that he requested an item be placed on this meeting agenda and did not receive a response. He stated that he posted about it on social media and that the Mayor had responded in a manner that he did not appreciate. He further stated that he received a response from Ms Collins the day of the meeting.

Board Reports. Trustee Ball reported her attendance at the Fire open house and commended staff and agencies that participated. This event is expected to expand in the future.

Next Meeting (Joint Workshop 9/4; 9/12) and Future Items

Adjourn. MOTION (Dreher, Ehrhardt) to adjourn at 7:12 pm. Motion passed.

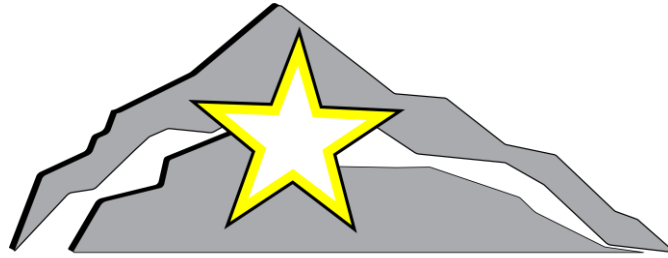
Town of Palmer Lake Monthly Water Usage

**Month
Year August
2024**

	Gallons	Acre Ft
Surface Water	1,883,000	5.78
Well A2	0	0
Well D2	3,971,000	12.19
Total	5,854,000	17.97
Avg. Gal/Day	189,000	0.58

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

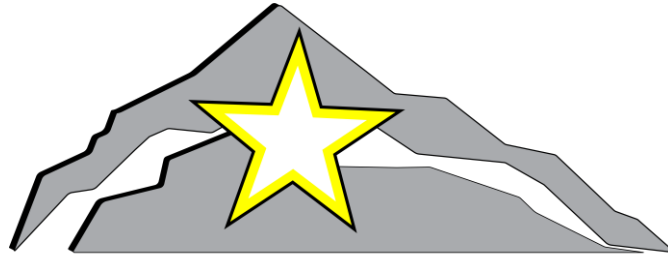
Total 0 Af



Town of Palmer Lake

Board of Trustees Summary Sheet

	August 2024
Title	Public Works Monthly Report
Date	September 9, 2024
Contact	Stacy DeLozier
Summary	<p>Grade and Mag Roads Dust control applied Cut drainage ditches on roads around town limits Cold Patch Asphalt Potholes Clean out various road culverts Clean out/ cut ditch in Glen Park for road water runoff Cut tree limbs/ brush from roadways and parks Continue to add to large slash pile in PW yard 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 Attended various meetings Bridge lighting has 2 bulbs out, messaged Porch electric for repair Coordinate placement of Port A Potty's around town and move when needed for Parks Late summer cleaning around the shop/yard Helped with small projects at Town Hall, PLFD and PLPD CORE EV chargers are being used frequently Review of street-cut permits issued throughout town limits Monthly playground maintenance and inspection Work with Parks and Awake the Lake on various projects Completed monthly repairs/ maintenance on all Parks lawn mowers/ equipment</p>
Training	Ongoing weekly/ monthly safety training and meetings
Other Activity	Working with John Chavez and Matt Pettit on Upper Glenway/ Pie Corner road project. PLES project started on 7/29/24. Assisting West Fork with project. Project is going well and appears to be ahead of schedule. No major setbacks and they should be starting to work down Pie Corner this



Town of Palmer Lake

week.

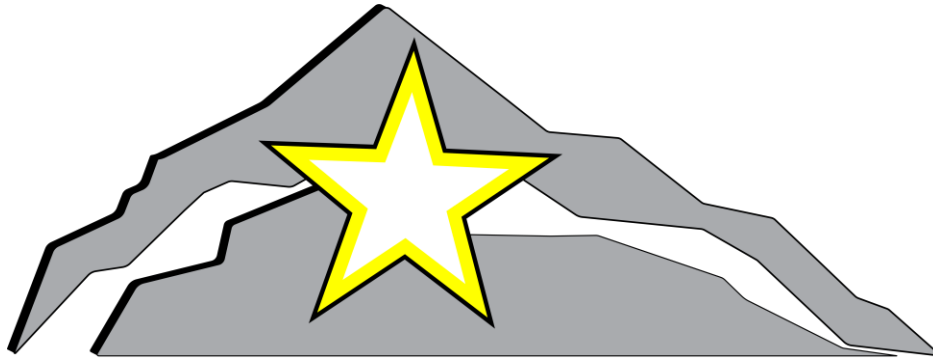
Pickleball courts: cement slabs poured, sidewalks poured. They will start to apply surface coating soon, possibly 1 more week until completion.

New bathrooms: Slab is poured, structure is built, plumbing is in place, grade has been put in place, sidewalks poured, waiting for roof and siding to get done.

Met 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 until next spring and then see if other actions need to take place.

UMI will be coming in this week to do some culvert cleaning with their SuperSucker Vac truck.

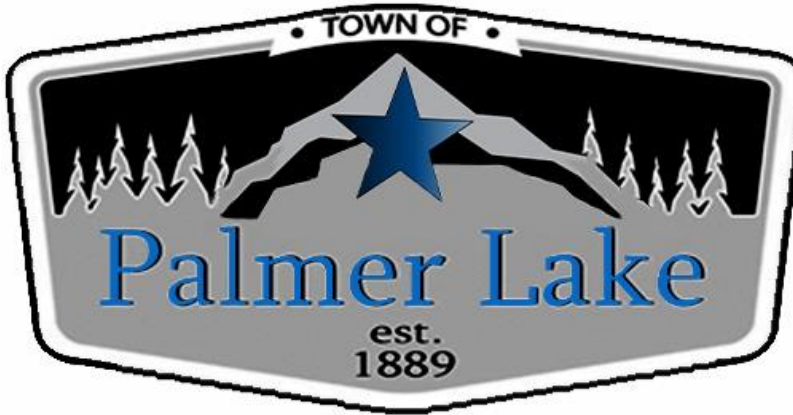
Paramount started the Asbestos Abatement on ER cabins at the end of last week: First step to haul out all the trash from cabins to make room for abatement work. (Content pickup for donations not available until Oct.)



Town of Palmer Lake

Board of Trustees Summary Sheet

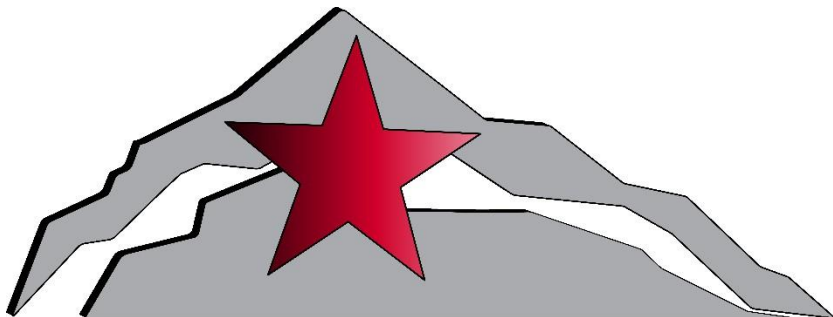
	July & August 2024
Title	PARKS Report
Date	9/12/2024 Board meeting; 9/10/2024 Parks meeting
Contact	Parks & Trails Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 44.50 hr. Clerical (email, calls, grants, spreadsheets) : 13.50 hr. Miscellaneous Meetings (other than Parks) : 13.0 hr.
Total Volunteer Time	Total = 71 hours
Upcoming Activity	Parks Meeting 9/10 Workshop 9/24



Board of Trustees Summary Sheet

	September 2024
Title	Police Monthly Report
Action	N/A
Date	08/01-08/31/2024
Contact	*Chief A. Lundy
Summary	In the Month of August 2024, the PLPD made 78 traffic stops and issued 43 citations. Also, in the month of August 25 reports were taken and there were 3 traffic accidents. PLPD officers charged 1 domestic violence in the month of August. PLPD made 17 citizen contacts.
Training	All officers attended Phazzer recertification class. All officers completed 4 separate Active Shooter familiarization courses.
Other Actions	PLPD successfully conducted (with support of the Town) National Night Out on the 6 th and more than 70 residents attended. We received a positive response and have had several requests from outside agencies to join us next year. School at PLES commenced and PLPD responded to assist with daily drop off, traffic control, and established a positive officer presence. PLPD received an additional set of rifle protective plates from Shield 616. PLPD is in the process of hiring additional reserve/part time officers.

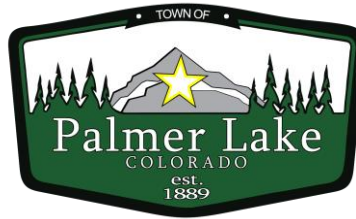
<p>Active investigations</p>	<p>PLPD officers are actively investigating drug activity in the 600 block of Hwy. 105. PLPD has begun surveillance in a troubled section of town to gain intelligence for current ongoing cases in that area.</p>
<p>Calls for service</p>	<p>PLPD officers responded to 511 calls for service this month. This is a major jump from the already high 355 calls from the month of June.</p>
<p>S.T.E.P.</p>	<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.</p>



PALMER LAKE FIRE DEPARTMENT

Board of Trustees Summary Sheet

Title	Fire Department Report- August 2024
Date	9 September 2024
Contact	John Vincent, Chief
Summary	Elephant Rock mitigation continues. Fire department RMS on-boarding continues. Five personnel completed fire academy. One Firefighter and vehicle returned from Oregon fire assignment. Two firefighters and a vehicle are currently assigned to Northern California.
Training	No report
Photographs	
Other Action	
Code Enforcement	



Board of Trustees Summary Sheet

	Aug – Sep 2024																																						
Title	Administration																																						
Date	9/12/2024																																						
Contact	Admin personnel																																						
Kiosk Revenue	<p>August Collections for the Kiosk</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">\$ 8,268.00</td> <td style="width: 40%;">Gross Collections</td> <td style="width: 50%;">(1560 Transactions)</td> </tr> <tr> <td>\$ (468.00)</td> <td>Fees</td> <td></td> </tr> <tr> <td>\$ (70.00)</td> <td>Monthly T2 Svc charge</td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 7,730.00</td> <td>Net Collections</td> <td></td> </tr> </table> <p>YTD Collections 2024 - YTD Transactions: 7453</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">\$ 39,500.90</td> <td style="width: 40%;">Gross Collections</td> <td style="width: 50%;"></td> </tr> <tr> <td>\$ (2,235.90)</td> <td>Fees</td> <td></td> </tr> <tr> <td>\$ -</td> <td>Supplies (Kiosk Paper)</td> <td></td> </tr> <tr> <td>\$ (560.00)</td> <td>Monthly T2 Svc charge</td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 36,705.00</td> <td>Net Collections</td> <td></td> </tr> <tr> <td>\$ (2,795.90)</td> <td>Total Fees and Maintenance</td> <td style="text-align: right;">8%</td> </tr> </table>			\$ 8,268.00	Gross Collections	(1560 Transactions)	\$ (468.00)	Fees		\$ (70.00)	Monthly T2 Svc charge		\$ 7,730.00	Net Collections		\$ 39,500.90	Gross Collections		\$ (2,235.90)	Fees		\$ -	Supplies (Kiosk Paper)		\$ (560.00)	Monthly T2 Svc charge		\$ 36,705.00	Net Collections		\$ (2,795.90)	Total Fees and Maintenance	8%						
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Land Use permits Issued	<p>August 2024 Type: Single Family; Qty: 0 Other; Qty: 4 Total water taps issued: 1041</p>																																						

Business Licenses

BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE	2024	2024
	Aug	Aug
Business Type	STR	other
New Licenses	1	6
Licenses Renewed	0	6
Licenses Expired	0	1
Businesses Closed	0	0
CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)		
	36	165
TOTAL CURRENT BUSINESS LICENSES (New + Renewed)		
	201*	

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

SCHEDULED TO RENEW IN OCTOBER:

BUSINESS NAME
Biblica, Inc.
DARS Supply Inc.
El Paso County Signs
Fire Team Skateboards LLC
Freedom Solar, LLC
Geo Craft Builders
Rampart Roofing, Inc.
Sasquatch Carpet Cleaning
Sherinas Gifts, Inc. dba Finders Keepers
Stepunny Prints, dba Calvert's Mini Market
Twenty1five, LLC

Water Billing

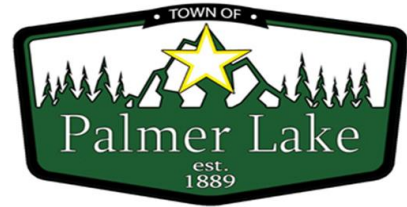
Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	41,405,900	11
2023	Jan-Dec	1018	44,855,150	7
2024	Jan	1019	3,498,000	0
	Feb	1019	3,031,550	0
	March	1019	2,889,000	0
	April	1019	3,401,100	0
	May	1019	3,410,300	0
	June	1021	4,560,620	0
	July	1021	5,888,918	0
	August	1021	4,918,121	0
	YTD			31,597,609

Grant Activity Updates

Dept	Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
Police	POST Equipment	training equipment	\$4,475	0	Awarded.
Fire	Fire Prevention	PPE	\$17,840	0	Awarded.
Parks	GOCO Conservation Service Corps	MHYC - Mile High Youth Corp activity (build trails)	4 wks work (\$50,000)	\$0	Submitted 8/14. Trails maintenance Monument Creek.
Roads	Spruce Mtn Rd Improvement	widen and repave road	\$1,241,847	\$258,149	Design work in 2024 (\$247k). RFQ for design to issue in Sept (due Oct. 1)

Staffing Activity

- Continued applicant search for Accounting Clerk, Code Compliance, Police Chief, Water Operator
- Interviewing candidates for Parks Maintenance position



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

DATE: September 12, 2024	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 the Clinician assignment as a co-responder to the 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

Funds not used in 2024 will carry over to the 2025 budget.

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 region.

Data about this program and calls for service will be collected and assembled for future review.

Recommended Action

Approve the resolution authorizing the agreement with UC Health to assign the Clinician.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 45-2024

**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 certain types of calls for service that may involve mental health situations or concerns; and

WHEREAS, Palmer Lake Police Department needs to associated with a behavioral health clinician in order to be successful in participating in a Co-responder Program; and

WHEREAS, UC Health 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.

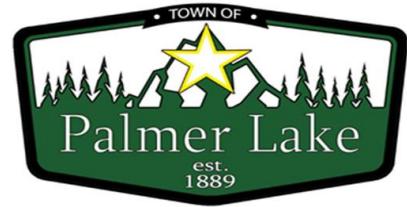
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 12th DAY OF SEPTEMBER, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: September 12, 2024	ITEM NO.	SUBJECT: Resolution to Authorize Improvement Agreement for Vale St Extension
Presented by: Town Administrator Dawn Collins		

Background

Early in 2022, the Town Board directed staff to have undeveloped roadways developed to town standards by property owners (developers) when requiring access to private property. A landowner on Vale intends to construct a single family dwelling on the end of Vale; however, an extension of the roadway requires construction to provide proper access to the property and to meet the required street frontage per zoning regulation. The roadway construction was proposed, reviewed, and approved for construction to accommodate the landowner for new construction at 220 Vale.

The construction of the extension of Vale will require an improvement agreement as enclosed for Board review and authorization to sign.

Recommended Action

Approve the resolution to authorize the improvement agreement as presented.

TOWN OF PALMER LAKE, COLORADO**RESOLUTION NO. 49-2024****A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT FOR THE
EXTENSION OF VALE STREET ROADWAY, 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, Anette Joanna Galaviz-Ruiz (“Owner”) is the owner of certain real property located within the Town of Palmer Lake described as follows: Lot D French’s Hill Sub (“the Property”); and

WHEREAS, the Owner desires to construct a roadway using the Town’s right-of-way in order to provide vehicular access to the Property; and

WHEREAS, the Town requires the owner of private property to construct roadways on the town’s rights-of way to the Town’s adopted roadway standards; and

WHEREAS, the developer has agreed to the improvement agreement to design and construct the roadway accessing the 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 approves and authorizes the Mayor to execute the improvement agreement for the development of the roadway extension of Vale Street, Palmer Lake, attached hereto.
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 12th DAY OF SEPTEMBER, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

IMPROVEMENT AGREEMENT VALE ROADWAY EXTENSION

THIS AGREEMENT is entered into between the Town of Palmer Lake, a Colorado municipal corporation ("the Town") and Anette Joanna Galaviz-Ruiz (the "Developer") effective the ___ day of _____, 2024.

WHEREAS, the Developer is the owner of the real property described on Exhibit A, attached, (hereinafter referred to as "the Property"); and

WHEREAS, the Town has approved the proposed construction of the Vale St roadway extension for the Property in accordance with the provisions of the Palmer Lake Town Code (the "Construction Plan"), attached as Exhibit B; and

WHEREAS, the Developer intends to develop the Property, the effect of which will be to directly impact and generate the need for on-site and off-site improvements. The Developer acknowledges that the exactions set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate; and

WHEREAS, the Town has approved the 9/5/2024 Construction Plans for the Property (the "Construction Drawings"); and

WHEREAS, the parties desire to provide for the construction of the improvements described in the Construction Drawings that are required to serve the Property (the "Improvements") as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Parties hereto agree as follows:

1. Improvements Required

Developer agrees to design, make, construct and install (or cause to be design, made, constructed or installed) the improvements set forth in Exhibit B attached hereto and incorporated herein by reference (the "Improvements"). Such Improvements shall be made, constructed and installed in accordance with the Construction Drawings. Any and all costs of the Town's inspection or testing of Improvements shall be borne solely by the Developer. The extent of the Developer's compliance with this Agreement shall be determined solely by the Town and its duly authorized agents and employees. Prior to commencement of work on the Property, the Developer shall obtain all necessary permits and approvals to complete the Improvements. In addition, Developer shall fully comply with all terms and conditions of any such permits and approvals.

2. Performance Guarantee

The Developer shall furnish the Town in a form and substance acceptable to the Town, an Irrevocable Letter of Credit, or other security deemed acceptable by the Town Attorney (the

“Performance Guarantee”), in an amount not less than one hundred twenty-five percent (125%) of the total estimated cost of the Improvements, as certified to the Town by the Developer’s Engineer and as accepted by the Town and as set forth in Exhibit C.

The Performance Guaranty shall be subject to the following terms and conditions:

a. In the event that prior to Town acceptance of the Improvements the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying, or the estimated cost of construction of the Improvements is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish the Developer with written notice of such condition, and within fifteen (15) days of receipt of such notice the Developer shall provide the Town with a substituted qualifying Performance Guarantee, or augment the deficient security to achieve one hundred twenty-five percent (125%) of the cost of Improvements completion. If such Performance Guarantee is not timely furnished, then development activities including but not limited to the issuance of building permits and certificates of occupancy and the extension of utility services, may be suspended by the Town pending compliance herewith.

b. The Developer shall ensure that all contractors and/or subcontractors employed in connection with construction or installation of the Improvements shall be licensed, to the extent such licensing is required, before any work on the Improvements is commenced.

3. Completion of Improvements

All Improvements described in this Agreement shall be completed within twelve (12) months of the date of this Agreement. The time for completion of the Improvements may be extended by mutual agreement of the parties, particularly when the need for such extension is caused by persons or matters over which the Developer has no control.

4. Completion of Improvements by Town

In the event the Developer fails to complete the Improvements in compliance with this Agreement, the Town may, but shall not be obligated to, proceed with restoring or completing some or all of the remaining portions of the Improvements to a condition satisfactory, in the sole discretion of the Town Board, to the health, safety and welfare of the Town. The Town shall be entitled to draw on the letter of credit or security in order to accomplish such restoration and/or completion. The Town must give the Developer at least Thirty (30) days prior written notice of its intent to draw on the letter of credit or security in order to restore or complete all or any portion of the Project. If the Town completes some or all of the Improvements, then the Town Board shall have full discretion to determine the rules and regulations governing use of the Improvements and any fees to be charged for or associated with such use.

5. Development Standards and Procedures

a. Engineering Services

The Developer shall at its sole expense procure all engineering and landscaping services necessary and appropriate in conjunction with the development of the

Property, which shall fully conform to the Town's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of Colorado as may be appropriate. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design.

b. Review

The Construction Drawings have been reviewed and approved by the Town.

c. Testing

The Developer, at its sole expense, shall employ a professionally qualified, independent testing company acceptable to the Town to perform all testing of materials or construction that may reasonably be required by the Town to ensure compliance with applicable standards and specifications. Developer shall furnish the Town with certified copies of test results and all underlying data and agrees to release and authorize full access by the Town and its designated representatives to all work-up materials, procedures and documents used in preparing the test results as requested by the Town.

d. Inspection

At all times during construction of the Improvements, and until final acceptance thereof by the Town, the Town shall have the right, but not the duty, to inspect materials and workmanship in order to ascertain conformance with the Construction Drawings and all applicable standards and specifications. Developer shall reasonably cooperate and assist the Town to gain appropriate access to the areas designated for inspection. It shall also be the duty of the Developer to notify the Town upon discovery of any nonconformance with the said plans, standards and specifications. Inspection and acceptance of work by Town personnel shall not relieve the Developer of any responsibility.

e. Street access

Developer shall, at its own expense, be responsible for keeping on-site streets, off-site streets used as construction routes, and rights-of-way clean of mud, rocks, and debris at all times during said construction. All work shall conform to the requirements for erosion control as described in statutes, ordinances, or regulations. Should the Developer fail to meet said requirements, the Town may take corrective action and invoice the Developer at the Town's prevailing rate.

f. Initial acceptance of Improvements

The Developer shall submit a Request For Initial Acceptance, including Certification of Completion, "as built" drawings of the Improvements and certified cost estimates of Improvements, to the Town upon completion of the Improvements. Said Certification shall be submitted upon written oath or

affirmation of the Developer that the Improvements have been fully paid for and Developer has fully paid all persons or entities having furnished labor or materials for the design, construction and installation of such Improvements. The Town, however, shall not be deemed to have accepted any payment responsibility or liability in conjunction with the ascertainment of such payment. The Town shall inspect such Improvements within ten (10) working days of the Town's receipt of the Developer's request for Initial Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town's control. Upon a finding of satisfactory completion of the Improvements in compliance herewith and all applicable ordinances and standards of the Town, the Town shall issue a Certificate of Initial Acceptance to the Developer, for the completed Improvements. Following the issuance of the Certificate of Initial Acceptance, the Town shall, upon request by the Developer, release the Performance Guarantee, provided a Warranty Guarantee meeting the requirements of subsection (g) below has been executed and delivered to the Town, and provided no mechanics lien statements have been filed with respect to the project.

g. Warranty

(1) For a period of two (2) years from the date of Initial Acceptance, Developer warrants that all Improvements hereunder will be free from defects, including but not limited to defects in materials, workmanship, design, construction and installation, and that the Improvements otherwise fully comply with all applicable standards and specifications. To the extent any substantial portion of the Improvements are repaired or replaced during such two-year period, the warranty period as to the repaired or replaced Improvements shall be extended to a date two years after the date the repair or replacement were inspected and accepted by the Town.

(2) A Warranty Guarantee shall be equal to fifteen percent (15%) of the total cost of the Improvements, as certified to the Town. The Warranty Guarantee shall be in the form of an Irrevocable Letter of Credit or other security acceptable to the Town Attorney conforming to the requirements applicable to the Performance Guarantee set forth at Section 2 hereof. The Warranty Guarantee shall provide security for the costs which may be incurred in repairing and/or replacing Improvements during a warranty period of two years following Initial Acceptance by the Town.

(3) In the event that any substantial repair or replacement is required to any of the Improvements during the warranty period and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the warranty period, the Town may elect, but shall not be obligated, to:

(a) call the Warranty Guarantee and secure repair or replacement of the nonconforming improvements, or

(b) order denial or suspension of building permits, utility services or certificates of occupancy outstanding until repair or replacement of any non-conforming Improvements have been performed.

(c) Take such other action as may be authorized in law or equity.

6. Procedure for Final Acceptance of Improvements

a. No earlier than sixty (60) days or later than thirty (30) days prior to the expiration of the warranty period, the Developer shall submit a written request for Final Acceptance of Improvements, and within ten (10) business days of such request the Town shall conduct a final inspection of the Improvements, unless precluded from doing so by weather or natural conditions. If the Improvements subject to the inspection request fully conform to this Agreement and all applicable standards and specifications, and/or all repairs, if any are needed, have been made to bring same into such conformance, then the Town shall issue a Certificate of Completion and certify Final Acceptance of the Improvements to the Developer. After Final Acceptance the Developer may request, and the Town shall release the Warranty Guarantee, and Developer shall have no further obligations or liabilities to the Town with respect to such Improvements.

b. If Developer fails to have Improvements finally accepted as provided in this Section 6, the Developer shall be in default of this Agreement and the Town may exercise its rights to secure performance as provided by Section 4 hereof. In the event that the Developer has not requested Final Acceptance forty-five (45) days prior to the scheduled completion dates applicable, as may have been extended as herein provided, the Town shall have the right, but not the obligation, to at any time thereafter conduct a final inspection of the Improvements. If pursuant to Final Inspection requested by the Developer or initiated by the Town, any such Improvements are found to not conform to this Agreement, or applicable standards and specifications, the Town shall have the rights set forth at Section 4, 5, and elsewhere herein.

Nothing herein shall be construed or deemed as requiring the Town to finally accept and release from warranty any Improvements that are defective or damaged.

7. Liability Limitations

a. Indemnification

The Developer agrees to indemnify and hold harmless the Town, and its officers, agents and employees, from and against 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 work to be performed under this Agreement, if such injury, loss, or damage is caused in whole or in part by, the negligent act or omission, error, professional error, mistake, accident or other fault of the Developer, any Subcontractor of the Developer, or any officer, employee, or agent of the Developer, contractor or subcontractor. The obligations of this Section shall not apply to damages for which the Town shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the Town.

b. Insurance

(1) The Developer agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages: Commercial General or Business Liability Insurance with Minimum combined single limits of NineHundred Ninety Thousand Dollars (\$990,000) for any one occurrence, with respect to each of the Developer's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Developer's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Developer who utilizes an automobile in providing services to the Town or the Developer under this Agreement.

(2) Developer shall insure that all contractors and subcontractors providing services provide Workers' Compensation as required by the Labor Code of the State of Colorado and Employers' Liability Insurance;

(3) Developer shall at a minimum procure and maintain insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Developer pursuant to retroactive dates, and extended reporting periods shall be procured to maintain such continuous coverage.

(4) A Certificate of Insurance shall be completed by the Developer's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

(5) Failure on the part of the Developer to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material Breach of Agreement and, if said breach is not cured within ten (10) days of written notice by Town to Developer, Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith and all monies so paid by Town shall be repaid by the Developer to Town upon demand, or Town may offset the cost of the premiums against any monies due to Developer from Town, or the Town may cease to issue building permits or certificates of occupancy, or to provide utility services until the defect has been remedied.

(6) The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the Town access to any and all insurance policies and endorsements pertaining to this particular job.

(7) The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, agents or employees.

c. Nonliability

Developer acknowledges that the Town's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the Developer or third parties is created or assumed by such review approval, or is any immunity waived, as is more specifically set forth at Section 24-10-101, et seq. C.R.S., Colorado Governmental Immunity Act.

No one, individually or otherwise, other than the parties hereto, shall acquire, as a result of this Agreement, any rights, claims or obligations from or against the Town, its agents, employees or officers. Actions by the Town against Developer to enforce any provision of this Agreement shall be at the sole discretion of the Town Board. No third parties shall have any right to require any action by the Town pursuant to this Agreement; and this Agreement shall not create a liability on the part of or be a cause of action against the Town for any personal or property damage that may result to any third parties from the failure of Developer to perform or construct the Improvements herein specified.

8. Enforcement and Remedies

a. Breach of Agreement

In the event the Developer fails to timely comply with any of the terms, conditions, covenants and undertakings hereof, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach to the Developer by the Town, unless the Town in writing designates a longer cure period reasonably requested by the Developer, then the Town may call for payment of the Performance or Warranty Guarantee. The Town may also during the cure period withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing hereunder shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under the statutes and ordinances, and applicable laws and legal standards of the State of Colorado or the United States, before any court of competent jurisdiction. Such remedies shall be cumulative. Notice by the Town to the Developer shall specify the conditions of default.

If at any time the Developer believes the Town is in breach of this Agreement, the Developer shall provide the Town with 20 days prior written notice. In the event the Town fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Developer's remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

b. Non-Waiver

The failure of the Town to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9. Binding Effect

This Agreement shall be binding on the parties hereto, their respective successors and assigns, and shall be deemed to constitute a covenant running with the Property. The Developer and any such successor and assign shall be jointly and severally liable for performance of this Agreement.

10. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and properly executed by the parties hereto.

11. Notice

Any notice given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other, and unless amended by written notice, to the following:

Town Clerk
 Town of Palmer Lake
 PO Box 208, Palmer Lake, Colorado 80133
dawn@palmer-lake.org

Property Owner
 Anette Joanna Galaviz-Ruiz
 14655 Silverton Rd, Colorado Springs, Colorado 80921
agalaviz2619@gmail.com

12. Applicable Law, Jurisdiction, Venue and Severability

This Agreement is to be governed and construed according to the laws of the State of Colorado. Any action or claim filed to enforce this Agreement or relating directly or indirectly to the provisions, performance or enforcement of this Agreement shall be filed in the District Court of El Paso County, State of Colorado. In the event that any provision of this Agreement is held to be in violation of the Town's ordinances or the laws of the State of Colorado or the United States and thereby rendered unenforceable, such unenforceable provision shall be ineffective without invalidating the remaining provisions of this Agreement.

13. Additional Provisions

N/A

IN WITNESS WHEREOF and agreeing to be fully bound by the terms of this Agreement the parties have set their hands below on the dates indicated.

TOWN OF PALMER LAKE

By: _____
Mayor

ATTEST:

Town Clerk

DEVELOPER: Anette Joanna Galaviz-Ruiz

By: _____

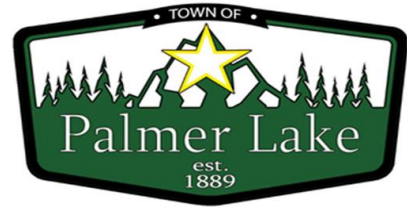
STATE OF COLORADO)
) ss
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____ a _____.

Witness my hand and official seal: My commission expires: _____

(Seal)

Notary Public



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

DATE: September 12, 2024	ITEM NO.	SUBJECT: Ordinance to Amend Fee Language Relating to Citation Fees
Presented by: Town Administrator Collins		

Background

The PLPD researched municipal code to align code language with citation fees in the master fee schedule. Language was found that requires amendment to refer to the Master Fee Schedule to be revised/approved by resolution vs. placing fees in municipal code of ordinances.

By the end of the year, a draft revised Master Fee Schedule will be provided for Board review and consideration in 2025, incorporating the missing citation fees into the schedule.

Recommended Action

Approve the ordinance to amend the code language referring to Master Fee Schedule.

TOWN OF PALMER LAKE, COLORADO

ORDINANCE NO. 11-2024

AN ORDINANCE AMENDING SECTION 8.16.170 OF THE PALMER LAKE MUNICIPAL CODE TO SET FORTH THE FINE FOR LITTERING POTENTIAL FIRE-CAUSING MATERIAL

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

WHEREAS, Section 8.16.170 of the Town Code prohibits any person from throwing or discarding any material that may start a fire; and

WHEREAS, the Board of Trustees desires to clarify the fine for violating Section 8.16.170 and to set forth such fine in the Town’s Master Fee Schedule.

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

1. Section 8.16.170 is hereby amended by deleting the stricken through language and adding the underlined language to read in its entirety as set forth on Exhibit A, attached.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 12th DAY OF SEPTEMBER, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

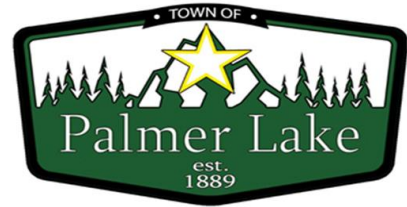
Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

8.16.170. Littering potential fire-causing material.

- (a) It shall be unlawful for any person to throw or discard any cigarette, cigar, ashes, match, or other material which may cause a fire in any place where such cigarette, cigar, match, ashes, or other material may start a fire.
- (b) Any person ~~found guilty of~~ violating this section shall be ~~punished~~ cited as set forth in the Town Master Fee Schedule herein.
- ~~(1) A violation of this section involving a lighted cigarette, cigar, ashes, match, or other material: A minimum fine of XXX.~~
- ~~(2) A violation of this section involving an unlit cigarette, cigar, ashes, match, or other material: A minimum fine of XXX.~~

(Ord. No. 12-2017, § 2(8.08.180), 7-13-2017)



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

DATE: September 12, 2024	ITEM NO.	SUBJECT: Request for Public Use of ER Property
Presented by: Town Administrator Collins		

Background

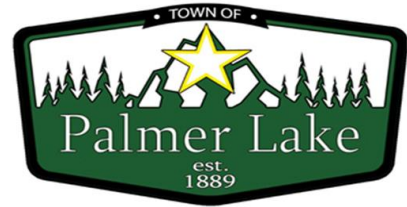
A citizen has approached staff about possibly using a portion of Elephant Rock property for a large gathering the summer of 2025. Staff met and listened to the request with the understanding that the Board of Trustees have not officially identified the full use of the property.

It is important to consider the process that elephant rock property must undergo due to a change of use. The property was formerly used as a church and is now being considered and planned for retail spa use, community venue and entertainment use, and public park purposes, as identified to date.

The change of use of the property will require plans and be presented to CDOT for respective access from Hwy 105. In addition to meeting CDOT access requirements, the town and tenants will need to bring the property to current code regulations including building codes, roadway development, drainage management plan, parking, etc. Along with these regulations, the property infrastructure will require repair and/or extension (ie., gas, power, sewer, water). These improvements will be necessary prior to opening the property for use by the public.

As staff and officials review the 2025 budget, it is the appropriate time to consider prioritizing funds for development of the property; however, direction from the Board of Trustees is essential. The annual hard cost to the Town is approximately \$10,000, excluding general maintenance labor hours and special projects, such as the asbestos removal.

This is for information purposes, unless the Board determines further direction for the property to staff, and anticipated the ER property discussion will be brought back to the Board.



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

DATE: September 12, 2024	ITEM NO.	SUBJECT: Intersection of Commercial/Circle Traffic Sign
Presented by: Town Administrator Collins		

Background

PLPD has received regular complaints about the intersection of Commercial/Circle. Commercial Way is a platted, undeveloped roadway/right of way that was approved for a commercial property landowner to use the ROW as a private driveway, current access established for retail store.

In summary, along with the approval of the retail MJ store early in 2023, the Board also approved private use of the platted, undeveloped right of way Commercial Way, for access to Alpine Essentials. Historically, this specific commercial space was approved for wholesale use only, not to be utilized for retail activity, including the private drive. A change of use in 2023 took place with the opening of the retail store, and the continued private use of the undeveloped Commercial Way was approved by the Board.

Note the enclosed memo from PLPD about the concerns within the neighborhood. The PLPD requests Board support for the installation of an enforceable traffic sign at the corner of Commercial and Circle.

It remains the opinion of staff that Commercial Way should be constructed to proper roadway standards from Circle to Meadow, which will assist for retail visitor access and alleviate the following issues that have been expressed:

- Concern of tenant not having visibility from Hwy 105 – additional access point of Meadow from Hwy 105
- Concern of tenant not being found on mapping programs – additional access point from Meadow (as Commercial is platted)
- Concern of neighborhood residents sharing a single ingress/egress from Circle for retail activity – providing additional entrance/exit from retail store via Meadow
- Concern of PLPD to enforce dedicated town traffic signs on Commercial Way

Generally, installing a town stop sign is an operational decision. However, considering the past discussions about this undeveloped right of way used privately, staff is requesting Board direction and support.



PALMER LAKE POLICE DEPARTMENT

P.O. Box 591, Palmer Lake, CO 80133  Voice (719) 481-2934 Fax (719) 481-3338

The intersection of Commercial Lane and Circle Road is an uncontrolled intersection that has used the posted signage for official use for an unknown period. It has official town street name signs placed atop it, indicating the name and orientation of the streets.

Sergeant Ramirez and I reviewed the legalities and requirements of placing an official sign with county DOT and were advised that the town has the responsibility to place one and has the right to do so. Sergeant Ramirez spoke with Public Works supervisor Stacey DeLozier about it, and he confirmed that the town does its own signage. Stacy stated he would investigate the location and placement of an official sign. I have not heard back at the current date.

Due to the nature of the intersection being in a residential area with heavy vehicle traffic from the local businesses, the opinion of the police department is that either an official stop sign or a yield sign needs to be erected there for the safety of the residents living there, many of which have children that play outside. The placement of a stop sign by the town will allow PLPD officers to enforce traffic infractions in the neighborhood legally.

There have been several complaints from the community that live in the area that this unofficial stop sign is frequently disregarded. When these complaints first arose, our officers patrolled the sign and in good faith wrote citations for failure to stop at the sign. Upon given knowledge the sign was not an official sign the officers were forced to stop writing citations due to lack of probable cause. The citations stopped but the complaints did not, leaving the complainants unsatisfied with our response.

Since April, there have been 41 citations issued for **MTC 603** (Failure to Observe/Disregard Traffic Control Device), or **MTC 703** (Failure to Yield Right of Way When Proceeding from a Stop Sign) that originated from the intersection at Commercial Lane and Circle Road.

Thank you.
*Chief Lundy.