



## BOARD OF TRUSTEES MEETING

Thursday, June 08, 2023

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

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

\* LIVE STREAM available at Town website \*

---

### AGENDA

---

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

#### Call to Order

#### Roll Call

**Convene to Executive Session (any unfinished discussion may be resumed at the end of the meeting with a motion by the Board)**

*For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – elephant rock lease agreement(s); possible annexation (Ben Lomand); Fire IGA; and the purpose of receiving legal advise from the Town Attorney on specific legal questions under C.R.S. 24-6-402(4)(b) - PLPD complaint update; and personnel matter under C.R.S. 24-6-402(4)(f) - Town Administrator.*

**Reconvene to Open Session at 5:45 pm to open doors to start the Regular Meeting at 6 pm**

**Pledge of Allegiance - led by Kaston Flake, PLES Student**

#### 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 May 25, 2023 Meeting

#### Staff/Department Reports

- [2.](#) Water
- [3.](#) Public Works including Roads & Park Maintenance
- [4.](#) Police
- [5.](#) Fire
- [6.](#) Administration

7. Attorney
8. Administrator/Clerk

**Business Items**

- [9.](#) Special Event Application - The Springs 50 Trail Walk (6/09)
- [10.](#) Resolution 43-2023 to Authorize Renewal of Police MOU - 4th Judicial District
- [11.](#) Resolution 44-2023 to Authorize Listing of Fire Apparatus (2001 LaFrance)
- [12.](#) Consider Participation in Community Development Block Grant Program
13. Consider Appointment to the Community Development Advisory Board (CDAB)
- [14.](#) Ordinance 14-2023 to Amend Water Section and Repeal Emergency
- [15.](#) Ordinance 15-2023 to Add Healing Centers in M1 Zoning
- [16.](#) Review/Distribute Information to Consider Creation of Enterprise Fund

**Public Comment**

*Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (24 hour 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 concern but may refer it to staff and/or to a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

**Board Reports****Next Meeting (6/22) and Future Items****Convene to Executive Session (for unfinished items)****Adjourn**

---

**Americans with Disabilities Act**

---

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



## BOARD OF TRUSTEES MEETING

### Thursday, May 25, 2023 at 6:00 PM

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

---

### MINUTES

---

**Call to Order.** Mayor Havenar called the regular meeting to order at 6:07 pm.

#### **Pledge of Allegiance**

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

#### **Presentations**

1. Proposal for Elephant Rock - Star View Ranch Event Venue. Mayor Havenar introduced Franco and Lindsey of Paravicini. They introduced their architect, Mr. John Nelson, who explained the concept for the elephant rock site as a wedding and other event venue, utilizing the main building. He described the use of existing structures, retaining the character, and outdoor gathering space. Franco reviewed the projected revenue and rent to the town. Lindsey explained the use of special events.

Ms. Christine Clark inquired about the use of the gym structure. Franco responded it is not in their plan. Mr. Atis Jurka inquired about the amphitheater and Franco responded it is not in their plan. He expressed concern about break-ins and protecting property. Lindsey responded that there will be a regular presence of staff. Atis questioned what will happen if another pandemic takes place or a succession and Franco stated they thrived through the pandemic by being innovative. Mr. Dillon Clark expressed his concern about water to the Board members. Mayor Havenar reminded the public that a church and camp were active prior to this time and that additional infrastructure is being planned for; that the town has water but needs infrastructure to get it out of the ground for distribution. Mayor asked Franco to restate the area intended for use for a proposed ten-year lease. Franco reviewed the area of the main building and parsonage and possibly moving the chapel at a future time. It was suggested that one caveat may include not allowing another food establishment venue that may conflict with the event center. Mr. Atis Jurka inquired about catering. Discussion took place about traditions such as the spaghetti dinner and Lindsey and Franco stated that is what they want to participate in for the community. Trustee Ehrhardt inquired about the level of sound and being flexible working with the master plan.

#### **Consent Agenda**

Mr. Roger Moseley provided a handout copy of the April financials and pointed out various concerns of the financials. He questioned where the ARP revenue funds are held.

MOTION (Farr, Ball) to approve the consent agenda including items 2) Minutes from May 11, 2023 Meeting and 3) Financials (April). Roll call taken – aye 5; nay 0. Motion passed.

### Staff/Department Reports

4. Attorney – none.

5. Administrator/Clerk. Collins reported that PPLD will install an ADA door opener for the front entrance at a cost of \$4000 paid by the library. She stated DOLA has awarded \$25,000 planning funds for the critical issues of the land use code. The Planning Commission continues to revise the draft sign code and will have CMI review and provide illustration. The reservoir access road damage was repaired and re-opened. It is anticipated that regular revenue will be reviewed in June (May financials). Collins explained the memo for the special event sales tax permit for vendors at festivals/special events. The drafted graphics for each town department were reviewed noting the range and star image consistent to all departments. Trustee Farr suggested that the PLPD graphic be outlined in white to be more visible. Discussion took place about graphics being consistent. Attorney Krob suggested a motion from the Board relating to the various images. MOTION (Ehrhardt, Ball) to move forward with the department graphics as presented. Roll call taken – aye 3; nay 2 (Farr, Havenar). Motion passed. Collins reminded the public of the master plan workgroup kick off meeting on June 14 at 1p.

Sgt Joe Lundy provided an update of the citizens academy changing to Monday evenings beginning June 19 for 8 weeks. He also provided an update of active shooter training.

### Business Items

6. Special Event Application - PPLD Story Time (6/8). Deputy Town Clerk Julia Stambaugh provided the background to the story on the green by the library district on June 8 from 10-12:30 and requested waiving the fee. MOTION (Ball, Stern) to approve the event and waive the fee. Roll call taken – aye 5; nay 0. Motion passed.

7. Special Event Application - PLHS Father's Day Ice Cream Social (6/18). Ms. Diane Kokes acting president of PLHS described the traditional ice cream social event to take place June 18.

8. Special Event Application - Arts Council Presents Shakespeare in the Park (6/24). Mr. Lynn Roth explained the playwright rewritten into 75 minutes on June 24 with no electricity or other utilities needed. The Council is requesting the fee waived. MOTION (Stern, Ehrhardt) to approve the event and waive the fee. Roll call taken – aye 5; nay 0. Motion passed.

9. Resolution 41-2023 to Extend Temporary Conditional Use (Hwy 105, Diacut/Hayco). Mr. Bruno Furrer, owner of Diacut, explained the request to extend the conditional use for Hayco operations. Collins stated the Planning Commission heard the request and recommended extension of one year. MOTION (Ball, Farr) to approve Resolution 41-2023 to extend the temporary conditional use for one year. Roll call taken – aye 5; nay 0. Motion passed.

10. Resolution 42-2023 to Authorize Agreement to Repair Town Parking Area. Collins reviewed the quotes received for the parking area repair. Schmidt was the recommended contractor. MOTION (Ehrhardt, Stern) to approve Resolution 42-2023 to authorize agreement with Schmidt for the parking area repair. Roll call taken – aye 5; nay 0. Motion passed.

11. Direction for Possible Tenant Use of Elephant Rock Premises. Discussion took place about incorporating plans with the master plan activity of the property and whether to pursue a lease with Paravicini. Discussion to move structures later took place. It was agreed that the main building and

parsonage residence would be utilized under the lease agreement. Representatives were agreeable to be flexible to the location of the fencing. Mr. Loren Burlage, abutting property owner, recommended additional structures be considered in the master plan discussions. MOTION (Farr, Ball) to direct staff to pursue draft lease agreement for the main building and residence with Paravicini. Roll call taken – aye 5; nay 0. Motion passed.

12. Direction Relating to Personal Property on Elephant Rock Premises and Securing Structures. Discussion generally took place that current tenants should determine any personal property they can utilize in operations. All structures other than those being occupied were identified to be secured.

13. Review/Direction for Concerns Relating to the New Trail Along Kent ROW. Discussion took place about summary of the abutting landowner concerns. Mayor Havenar opened the floor to the public. Mr. Tim Kite and Mike Shay approached the Board stating the trail is good, but they had concerns about access to their property if a garage is built. Discussion took place about the Kent Street neighbors accessing property. Mayor Havenar stated nothing is changing with the right of way and if access is required, a road will require being built to town standards. Parks Chair Reid Wiecks described the final trail as a two-person walking path. Ms Kristin Boyd expressed concern about her setbacks and Attorney Krob stated her property is likely a legal non-conforming parcel. Reid reiterated that the trail is within the right of way and reassured the neighbors they will not encroach on private property. Board members directed staff to work with individual landowners for resolution to bring back to the Board for consideration.

Mr. Loren Burlage requested that tenants of the property be involved in the master plan activity and suggested having a map of the property to depict the areas assigned (tenants, public safety, etc.). Mr. Tim Kite inquired about the original draft of the agenda memo in the packet.

14. Direction to Explore New Arapahoe Well. Mayor Havenar noted the suggested Arapahoe well location at the northeast corner of the town boundary near County Line Road. Mr. Atis Jurka inquired who will monitor the wells. The difference between residential wells in the Dawson and the town system in the Arapahoe well was explained by Atty Krob. Mayor Havenar addressed the land rights of property owners and, when meeting all zoning requirements of the town, cannot prohibit someone from developing. Mr. Dillon inquired about water infrastructure. The Board directed staff to explore the location for an additional Arapahoe well.

15. Consider Amending Emergency Ordinance 2018 Relating to Water System. Attorney Krob explained the areas of the draft ordinance to modify, eliminating the emergency portion of the ordinance. Mr. Mike Richards stated he does not want anything to change and expressed concern of the cost of new infrastructure on the existing residents. Attorney Krob stated the amendment would change the map location to the capacity of the system. Discussion took place about how the ordinance was drafted. Mr. Moseley stated he objects to the portions of the ordinance language. Attorney Krob stated he will draft the ordinance as the Board requests.

16. Consider Participation with CDBG (El Paso County Economic Development). An explanation of the cost and benefit of the town participating will be brought back to the Board to consider.

17. Consider Zoning for Healing Centers (Psychedelics). Attorney Krob addressed state regulations for healing centers and suggested the Board may want to consider limited zoning districts.

---

**Public Comment**

Ms Marty Brodzik stated her questions provided to the Board and staff were not addressed as she requested. Mr. Roger Moseley stated that town management’s largest problem is not having financials as an individual item on the agenda to speak to, noting that staff should explain the variances. Ms. Brodzik stated that the ARP funds should be restricted like the other water enterprise funds.

**Board Reports.** Trustee Shana Ball stated she continues to work on grant options. Trustee Dennis Stern stated that he attended the recent PPRBD meeting.

**Next Meeting (June 7 workshop; June 8 meeting) and Future Items**

**Convene to Executive Session.** Mayor Havenar stated there will not be an executive session.

**Reconvene to Open Session**

**Adjourn.** MOTION (Ball, Stern) to adjourn at 9:32 pm. Motion passed.

---

Mayor Glant Havenar

---

ATTEST: Dawn A. Collins, Town Administrator

**Town of Palmer Lake Monthly Water Usage**

**Month  
Year      May  
                 2023**

	<b>Gallons</b>	<b>Acre Ft</b>
<b>Surface Water</b>	<b>3,539,000</b>	<b>10.86</b>
<b>Well A2</b>	<b>0</b>	<b>0</b>
<b>Well D2</b>	<b>1,261,000</b>	<b>3.87</b>
<b>Total</b>	<b>4,800,000</b>	<b>14.74</b>

**Avg. Gal/Day      155,000      0.48**

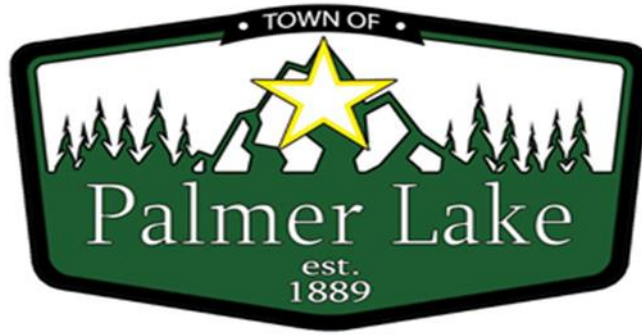
**Release To Lake 8.27 AF Max Allowed = 8.4 AF / Month**  
**Release Glen Park Evaporation 0 AF**  
**Water system 0 AF**

**Total      6.073 Af**



*Board of Trustees Summary Sheet*

	<b>MAY 2023</b>
Title	<b>Public Works Department Report</b>
Date	<b>BOT 6/8/2023</b>
Contact	<b>Jason Dosch</b>
Summary	<p>Graded roads after rain events            Cleaned drainage ditches after heavy rains            Patched Potholes            Escorted CIRSA on insurance tour of all Town buildings and playgrounds            Cut tree limbs from ROW            Replaced and repaired street signs            Performed routine maintenance on equipment and playground equipment            Emptied trash cans at Lake Rec. area            Performed playground inspections Maintained area around the Town office and Town Hall            Set up and tear down seating and tables at Town Hall for meetings and events            Attended Parks Committee meetings            Attended Special events permit meetings            Attended TAC meeting at PPACG            Performed maintenance on parking kiosk at Trailhead parking lot            Directed Core Electric to proceed with new electricity at Ped Bridge area in Centennial Park            Hired GMS Eng for design of Circle Rd and Circle Dr for construction in summer of 2024            Placed landscaping rocks at Glen Park and around trailhead parking            Placed millings on roadway at Elephant Rock property</p>
Training	<b>LocalGovU and Safety</b>
Other Activity	<p>Working on design phase on Palmer Lake Elementary School Project            Planning for Westward Ln and Hillview Rd improvement project for this summer and Town office parking lot            Planning for repave of Spring St and part of Greeley Blvd, Vale St, Sailing Way and Mystic Ln</p>

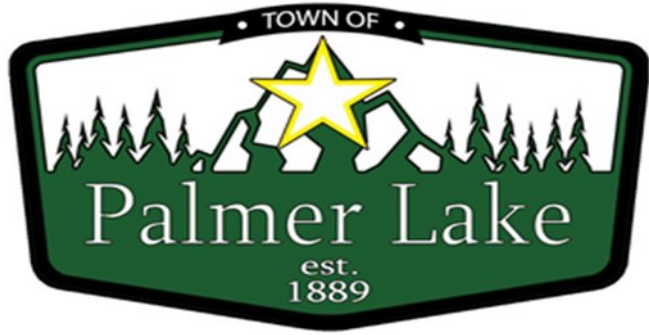


### Board of Trustees Summary Sheet

	<b>May-June 2023</b>
Title	<b>Police Monthly Report</b>
Date	5/1-5/31/2023
Contact	J. Vanderpool
Summary	In the Month of May 2023, the PLPD conducted 95 traffic stops and issued 49 citations. Also, in the month of May, 2 DUI arrests, and 1 Domestic Violence arrests were made.
Training	Firearms, Active Shooter/ Mass Casualty training was conducted.
Photographs	Photos are from the Officer Down Memorial service a
Other Actions	Chief Vanderpool and Lieutenant Lundy Attended the Pikes Peak Officer Down Memorial Service. The PLPD will be participating in a Mass Casualty exercise in June along with PLFD, MPD, MFD, AMR, UC Health and Centura Health.
Active investigations	Palmer Lake PD officers continue actively investigate several different crimes that have occurred this month.
Calls for service	Officers responded to 336 calls for service this month. 297of these calls were in the Town of Palmer Lake, 39 were outside of town.

<p>Code Enforcement</p>	<p>Code enforcement officers have been working with town residents to correct several violations. The code enforcement officer is continuing her work getting the local businesses up to date with their business licenses.</p>
<p>S.T.E.P.</p>	<p>S.T.E.P. was instituted in March of last year and seems to be making a difference. Accidents are becoming more infrequent. Increased traffic speeds through town have slowed dramatically during these shifts.</p>





*Board of Trustees Summary Sheet*

Title	<b>Fire Department Report-May 2023</b>
Date	June 8, 2023
Contact	John Vincent, Chief
Summary	Assist Parks with chainsaw work on proposed trail. Daily assessment of reservoir road following rain event. Joint fire academy started May 9 <sup>th</sup> . Active shooter training at Elephant Rock with FD/PD. County wide MCI bags/procedure in-service. Mutual Aid to MFPD for Hazmat. 3 new EMTs. 1 Qualified/certified firefighter.
Training	
Photographs	
Other Action	
Code Enforcement	Fire Inspections and Pre-plans on-going.



## Board of Trustees Summary Sheet

	<b>June 2023</b>																																															
Title	<b>Administration</b>																																															
Date	6/8/2023																																															
Contact	Admin personnel																																															
Kiosk Revenue	<p>May Collections for the Kiosk / Transactions: 654</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 3,466.20</td> <td style="width: 15%;">Gross Collections</td> <td style="width: 15%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>\$ (196.20)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ (70.00)</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 3,910.00</td> <td>Net Collections - April</td> <td></td> <td></td> </tr> </table> <p>Collections 2023 YTD / YTD Transactions: 1,956</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 12,700.00</td> <td style="width: 15%;">Gross Collections</td> <td style="width: 15%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>\$ (739.00)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ (394.00)</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 9,500.00</td> <td>Net Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ 1,133.00</td> <td>Total Fees 9%</td> <td></td> <td></td> </tr> </table>			\$ 3,466.20	Gross Collections			\$ (196.20)	Fees			\$ (70.00)	Monthly T2 Svc charge			\$ 3,910.00	Net Collections - April			\$ 12,700.00	Gross Collections			\$ (739.00)	Fees			\$ (394.00)	Monthly T2 Svc charge			\$ 9,500.00	Net Collections			\$ 1,133.00	Total Fees 9%											
\$ 3,466.20	Gross Collections																																															
\$ (196.20)	Fees																																															
\$ (70.00)	Monthly T2 Svc charge																																															
\$ 3,910.00	Net Collections - April																																															
\$ 12,700.00	Gross Collections																																															
\$ (739.00)	Fees																																															
\$ (394.00)	Monthly T2 Svc charge																																															
\$ 9,500.00	Net Collections																																															
\$ 1,133.00	Total Fees 9%																																															
Contact Us (online)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Submitted Date</th> <th style="width: 15%;">First Name</th> <th style="width: 70%;">Subject</th> </tr> </thead> <tbody> <tr><td>5/5/23</td><td>Kellie</td><td>El Paso County Clean Sweep Recycling Event</td></tr> <tr><td>5/8/23</td><td>Lenea</td><td>Palmer Lake Fourth of July Peddler license</td></tr> <tr><td>5/10/23</td><td>Jason</td><td>AV Setup for council meeting</td></tr> <tr><td>5/10/23</td><td>Amy</td><td>Company Picnic</td></tr> <tr><td>5/10/23</td><td>Maurice</td><td>Pothole in road</td></tr> <tr><td>5/10/23</td><td>Elizabeth</td><td>Where can I find the most recent town ordinances?</td></tr> <tr><td>5/11/23</td><td>Paul</td><td>Citation #MPA-00685</td></tr> <tr><td>5/13/23</td><td>Davis</td><td>Picnic Pavilion Rental</td></tr> <tr><td>5/16/23</td><td>Sooji</td><td>Pavilion Reservations</td></tr> <tr><td>5/17/23</td><td>Steve</td><td>Pavilion Reservation</td></tr> <tr><td>5/18/23</td><td>Oliver</td><td>An interesting blog topic for you</td></tr> <tr><td>5/23/23</td><td>Dave</td><td>Pavilion Reservation</td></tr> <tr><td>5/25/23</td><td>Natacha</td><td>Rent a picnic space for about 20 people.</td></tr> <tr><td>5/25/23</td><td>Stephanie</td><td>Reservation needed (Saturday, June 24)</td></tr> </tbody> </table>			Submitted Date	First Name	Subject	5/5/23	Kellie	El Paso County Clean Sweep Recycling Event	5/8/23	Lenea	Palmer Lake Fourth of July Peddler license	5/10/23	Jason	AV Setup for council meeting	5/10/23	Amy	Company Picnic	5/10/23	Maurice	Pothole in road	5/10/23	Elizabeth	Where can I find the most recent town ordinances?	5/11/23	Paul	Citation #MPA-00685	5/13/23	Davis	Picnic Pavilion Rental	5/16/23	Sooji	Pavilion Reservations	5/17/23	Steve	Pavilion Reservation	5/18/23	Oliver	An interesting blog topic for you	5/23/23	Dave	Pavilion Reservation	5/25/23	Natacha	Rent a picnic space for about 20 people.	5/25/23	Stephanie	Reservation needed (Saturday, June 24)
Submitted Date	First Name	Subject																																														
5/5/23	Kellie	El Paso County Clean Sweep Recycling Event																																														
5/8/23	Lenea	Palmer Lake Fourth of July Peddler license																																														
5/10/23	Jason	AV Setup for council meeting																																														
5/10/23	Amy	Company Picnic																																														
5/10/23	Maurice	Pothole in road																																														
5/10/23	Elizabeth	Where can I find the most recent town ordinances?																																														
5/11/23	Paul	Citation #MPA-00685																																														
5/13/23	Davis	Picnic Pavilion Rental																																														
5/16/23	Sooji	Pavilion Reservations																																														
5/17/23	Steve	Pavilion Reservation																																														
5/18/23	Oliver	An interesting blog topic for you																																														
5/23/23	Dave	Pavilion Reservation																																														
5/25/23	Natacha	Rent a picnic space for about 20 people.																																														
5/25/23	Stephanie	Reservation needed (Saturday, June 24)																																														

Land Use permits issued

**MAY 2023**

Type: Single Family; Qty: 0  
Other; Qty: 4

Total water taps issued: 1039

Business Licenses

<b>BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE</b>	2023	2023
	May	May
Business Type	STR	other
New Licenses	4	3
Licenses Renewed	31	5
Licenses Expired	9	12
Businesses Closed	5	1
<b>CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)</b>		
	41	147
<b>TOTAL CURRENT BUSINESS LICENSES (New + Renewed)</b>	188	

**SCHEDULED TO RENEW IN JULY:**

<b>BUSINESS NAME</b>
300 General Palmer LLC
All Phase Roofing
Angry Squirrel Tree Service
Cavalry Capital Management, LLC
Cold Water Media, Inc.
Greater Grounds Landscaping, LLC
Hennessey Roofing, LLC
LGCY Installation Services, LLC
Mountainside Fiber Services
O'Shea Construction
RC Services, Inc.
Rebecca Angelo Duke, CMT
The Bus Recreational Rentals, LLC

Water Billing

2022	# of Water Accounts	Water Gallons Sold
Total YTD	1,015	87,118,100

2023	# of Water Accounts	Water Gallons Sold
Mar	1,016	8,698,800
Apr	1,016	9,591,600
May	1,014	10,463,700
Total YTD		47,894,400

2021	Total Accounts	Accounts Shut off
Aug - Dec	1000	5

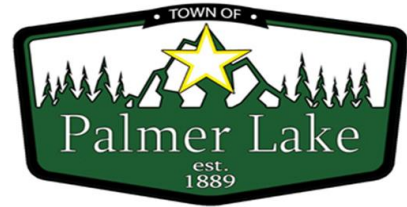
2022	Total Accounts	Accounts Shut off
Total YTD	1010	11

2023	Total Accounts	Accounts Shut off
Mar	1011	0
Apr	1014	0
May	1014	0

Grant Activity Updates

Dept	Grantor - Grant/Award Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
Police	Tri-Lakes Women's Club - 2023 (for Police)	Chromebook tablets for training	\$1,721	0	Awarded. Preparing to order this week. 6/6
Fire	Firehouse Subs Public Safety Foundation - 2023 (for Fire)	3 AEDs & IO equipment	\$7,242.31	0	John sent quotes. Shana will review app.

	Fire	Tri-Lakes Women's Club - 2023 (for Fire)	Printer/ink for the PLFD	\$945	0	Will review CKT quote with Michael Gray on 6/13.
	Admin	DOLA - Energy Mineral Impact Fund	Land Use code analysis	\$25,000	\$25,000	Awarded 5/22. Dawn working on next steps w/ DOLA.
	Parks	AWAKE THE LAKE ARPA -	Pickleball courts & bathroom in Centennial Park	\$310,340	0	BOT approved ATL to apply for ARPA funds for 6 Pickleball courts & bathroom.
	Parks	Daniels	multi-purpose field, artificial turf	\$500,000		Inquiry submitted 1/30. "Under Review" (as of 3/21). Cindy and Reid have an interview with grant rep on 6/9.
	Roads	CDOT - Roads Maintenance Project	mill and overlay maintenance project on Spring St	\$200,000	0	Awarded to Schmidt Construction. Work begins in June.
	Roads	PPACG - (MMOF)	design main street connectivity, public safety	\$150,000	waived	Finalized IGA w/ CDOT. Next step, RFP.
	Water	ARP - NEU Non-Entitlement Unit 21-22 (Not A Grant)	Water infrastructure/GMS	\$752,290	0	All funds rec'd. To be for infrastructure improvement – update distribution (replace lines) and treatment (upgrades per quote) as needed. Next report due April 30, 2024. <b>Remaining funds to be applied to projects TBD.</b>
	Fire	Colo State Forestry Service - Fuels & Forest Health Projects	Forest fuel modification on 28 acres at the Upper Reservoir	\$48,720.50	Town match \$51,500.08	Complete. Rec'd \$48,720.50 (included an amount for administrative expense). John rec'd extension to remove logs, then make final report.
Admin Activity	Will assemble interim plan for functions of Deputy Clerk/finance position Consider third party to set up and transition GP accounting program in-house; staff training					



Item 9.

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

<b>DATE:</b> June 8, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> SPECIAL EVENT APPLICATION – The Springs 50 Walking Event
<b>Presented by:</b> Deputy Clerk Julia Stambaugh		

**Recommended Action**

To approve the event to take place at the Palmer Lake Recreational as presented and endorsed by Staff.

**Background**

The non-profit organization, 50 For The Fallen <https://50ftf.org/> raises funds to allow veterans to seek outpatient mental health treatment. The organization was created “To be there for every veteran who struggles with mental health issues.” The event is a ruck march modeled after a military training exercise. The participants will walk together with a weighted pack on their backs starting at the Palmer Lake Pavilion down the Santa Fe Trail to end their first leg at the Garden of the Gods. The walk is more than just exercise. It encourages the veterans to connect with one another, share stories, memories, and share their struggles. The hope is they will create a supportive team that lasts beyond the march.

The first leg will take place on Friday, June 9 from 10AM – 1PM. The Pavilion will serve as a staging site, with approximately 50 participants. The walk will eventually reach Fort Carson. Up to six vehicles will be left parked in the public parking areas overnight. The vehicles will be moved by noon on Saturday, June 10.

At this time, the staff does not have any concerns or issues with the event.

This non-profit event has requested a waiver of the application fee of \$100.

# SPRINGS 50

Item 9.

**JUNE 09, NOON**

**PALMER LAKE**

**TO**

**JUNE 10, 6AM**

**FORT CARSON**

**SPARTAN RACE STARTING LINE**

**50 For The Fallen raises funds to send Veterans to Outpatient Mental Health Treatment. Your donation helps a Veteran in need.**

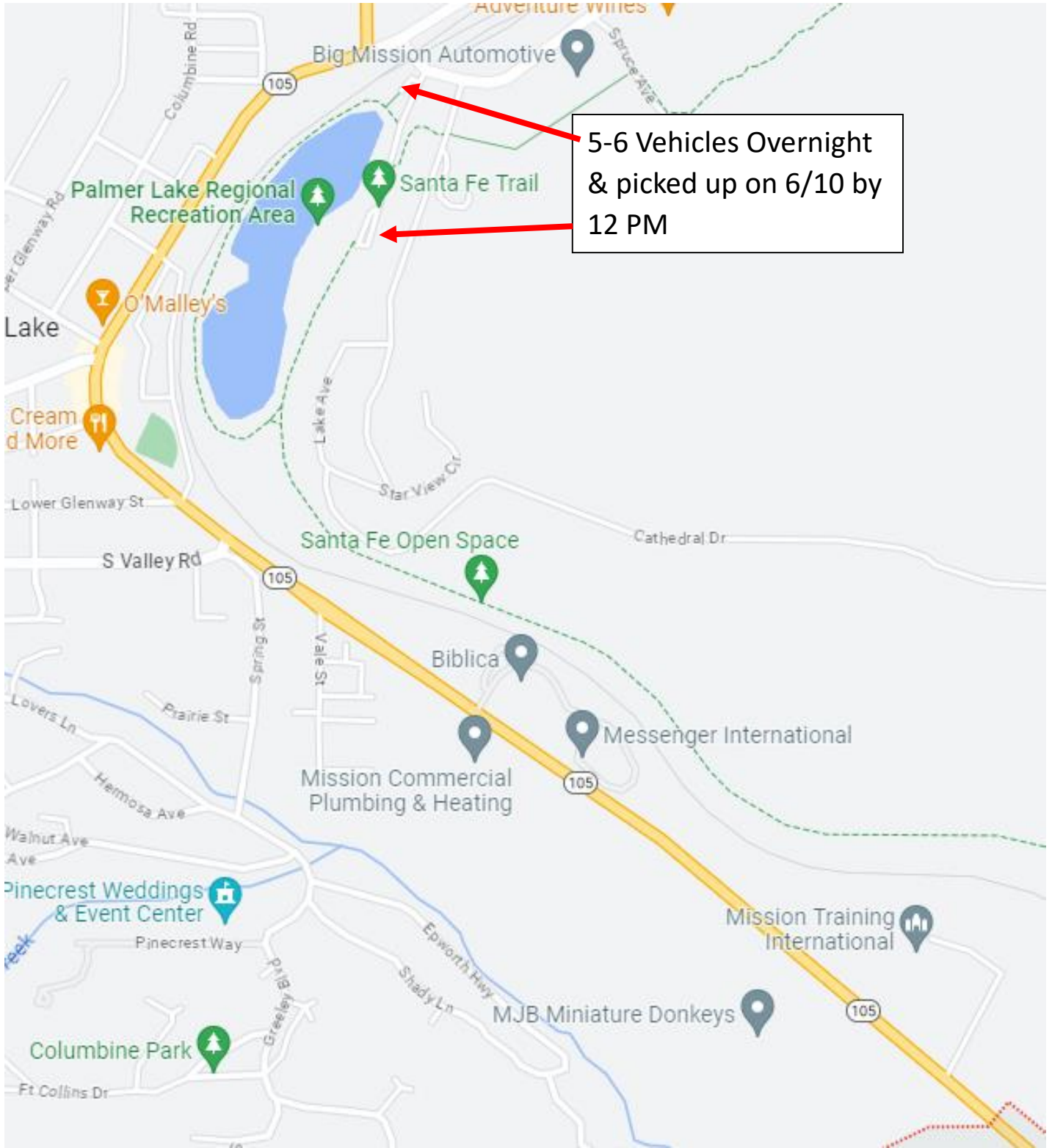
**50 For The Fallen is a 50-mile, 18-hour ruck march that tests participants mentally, emotionally, and physically. During this event, you get a chance to disconnect from the outside world and focus on one demanding goal. With the experience of ruck marching and sharing your ambition, you will connect with people from around the world and yourself in a way that will change you forever.**

**TO LEARN MORE ABOUT 50FTF AND OUR EVENTS GO TO [WWW.50FTF.ORG](http://WWW.50FTF.ORG).**

**FOR INQUIRIES, PLEASE CONTACT US AT [INFO@50FTF](mailto:INFO@50FTF).**

# 50 For The Fallen

## June 9 – Santa Fe Trail to Fort Carson



**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 43-2023**

**A RESOLUTION TO AUTHORIZE RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH COLORADO SPRINGS POLICE DEPARTMENT, THE EL PASO COUNTY SHERIFF’S OFFICE, THE COLORADO BUREAU OF INVESTIGATION, THE 4<sup>th</sup> JUDICIAL DISTRICT ATTORNEY’S OFFICE, AND THE 4<sup>TH</sup> 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, COLORADO**

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

**WHEREAS**, the Palmer Lake Police Department has been a party to the Memorandum of Understanding (MOU); and

**WHEREAS**, 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

**WHEREAS**, the MOU is due for renewal.

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

1. The Town Board of Trustees hereby authorizes signature to the MOU as described in the attached exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 8th DAY OF JUNE 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COLORADO SPRINGS POLICE DEPARTMENT,  
THE EL PASO COUNTY SHERIFF'S OFFICE, THE COLORADO BUREAU OF  
INVESTIGATION, THE 4<sup>th</sup> JUDICIAL DISTRICT ATTORNEY'S OFFICE, AND THE  
4<sup>TH</sup> 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 Bureau of Investigation ("CBI"), and the 4<sup>th</sup> 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, Teller County Sheriff's Office, 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, 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 deadly force by peace officers. 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 deadly force by peace officers. 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 in order to assess the peace officers' actions and 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 March 1, 2021 and ending on December 31, 2025. The MOU shall automatically be extended and renewed for another 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 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. 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 Colorado Bureau of Investigation (CBI) agrees to provide personnel to participate and to provide review and/or recommendations of the DFIT investigation upon request, and if availability of resources allow. CBI 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, CBI personnel may also engage with the agencies remotely during the investigation. CBI 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 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, 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 agency shall be notified at the time the investigation is presented.
  - 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. 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.

### **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 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 CBI's 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 CBI 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. 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.
3. 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.
4. 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.
5. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 44-2023**

**A RESOLUTION TO AUTHORIZE SIGNATURE TO THE LISTING AGREEMENT  
FOR PLFD FIRE APPARATUS (2001 LAFRANCE)  
PALMER LAKE, COLORADO**

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

**WHEREAS**, the Palmer Lake Fire Department desires to list to sell the Fire apparatus, 2001 LaFrance; and

**WHEREAS**, the Brindlee Mountain Fire Apparatus, LLC, will list the Fire apparatus for the PLFD.

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

1. The Town Board of Trustees hereby authorizes signature to the listing agreement as described in the attached exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 8th DAY OF JUNE 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



**BRINDLEE MOUNTAIN FIRE APPARATUS**  
**15410 Hwy 231 Union Grove AL 35175 · 256-776-7786**

**Listing and Marketing Commission Agreement**

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC (“Brindlee”) being duly authorized, hereby enter into the following contractual agreement (the “Agreement”) effective as of \_\_\_\_\_, 20\_\_\_\_:

Apparatus: \_\_\_\_\_ (the “Apparatus”)

Apparatus owned or exclusively offered for sale by: \_\_\_\_\_ (“Seller”) If

Apparatus not owned by Seller, then owner of the Apparatus: \_\_\_\_\_ (“Owner”)

List Price: The price at which the Apparatus will be listed shall be \_\_\_\_\_, or such other price agreed upon by Seller and Brindlee (the “List Price”)

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee’s choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the “Commission”) if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a “Referral”), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

**Seller:**

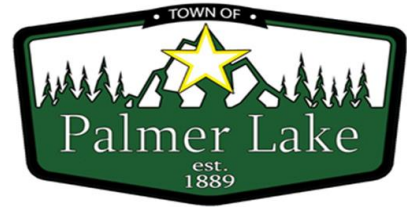
\_\_\_\_\_  
*[insert seller name above]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Brindlee:**

**BRINDLEE MOUNTAIN FIRE APPARATUS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

<b>DATE:</b> June 8, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Consider Participation in CDBG Program & Consider Appointing Member to CDAB
<b>Presented by:</b> Town Administrator /Clerk		

This memo relates to the next two items for the Board consideration of participation in the CDBG program. There is no cost to the Town. It is a multi-jurisdictional program for those opting to participate.

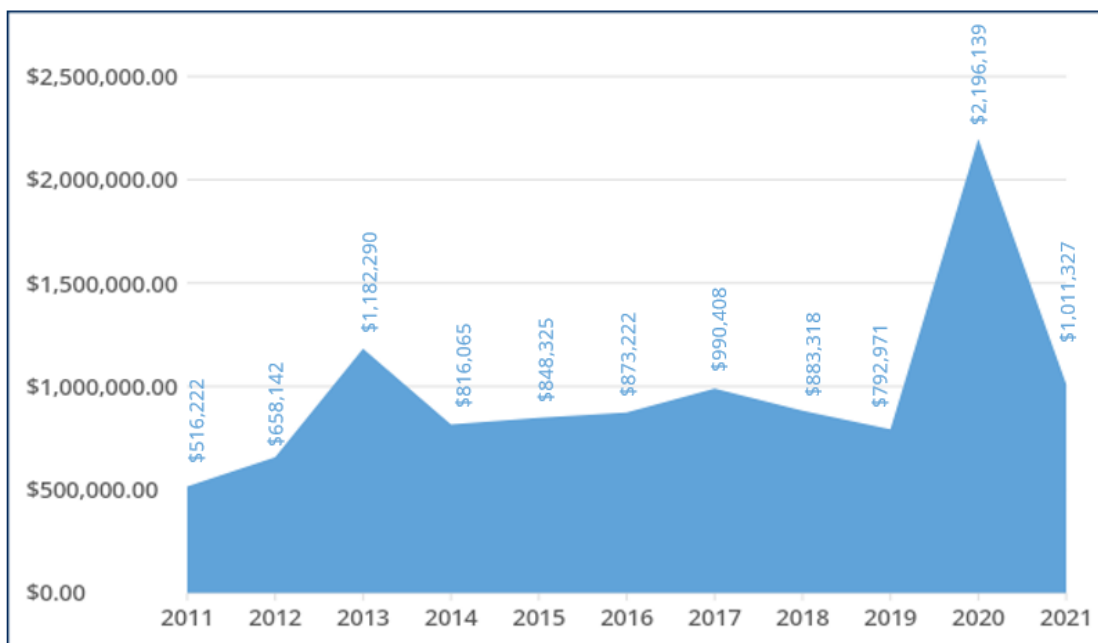
Participation means the town can continue, if desired, to apply for CDBG funding through El Paso County.

Additionally, regardless of Palmer Lake applying directly to the program, continuing participation ensures that non-profits (like Tri-Lakes Cares) that do receive CDBG funding can assist residents that reside in Palmer Lake.

Details of local goals, projects and eligibility to apply are found here - EPC CDBG Program Website:  
<https://admin.elpasoco.com/economic-development/cdbg/#1510677560407-ff8cff5-69b2ada4-5a4a028f-8981>

The local goals of the CDBG are found here - [2022 – 2026 Consolidated plan \(elpasoco.com\)](#)

Historically, El Paso County's CDBG Program receives an average funding allocation of \$1 million annually. Below, you can see the funding allocations from 2011-2021 (with 2020 receiving additional funds due to COVID-19). If you'd like to learn more about the types of projects we've funded in the past, please see the [CDBG Project Listings](#) on our website.





As an incorporated local government with an automatic renewing intergovernmental agreement (IGA) in effect, the Town of Palmer Lake is allowing CDBG funds to be utilized if included in the Urban County. The Town of Palmer Lake has the right to be excluded from inclusion in the Urban County and terminate their renewing intergovernmental agreement with El Paso County. HUD requires that the Town of Palmer Lake notify El Paso County and HUD in writing of its intent to be included or excluded from the Urban County.

*Action to consider:*

Staff recommends the Board direct to complete the letter to participate in the CDBG program and also appoint a Board member to the advisory Board (CDAB) before the fall when the Board resumes work in October.



## Economic Development Department

**Crystal LaTier, Executive Director**  
719-520-6484  
Economic Development Department  
Nine East Vermijo Avenue  
Colorado Springs, CO 80903  
[www.ElPasoCo.com](http://www.ElPasoCo.com)

**Board of County Commissioners**  
Holly Williams, District 1  
Carrie Geitner, District 2  
Stan VanderWerf, District 3  
Longinos Gonzalez, Jr., District 4  
Cami Bremer, District 5

April 21, 2023

Glant Havenar  
Town of Palmer Lake  
42 Valley Crescent, PO Box 208  
Palmer Lake, CO 80133

Dear Mayor Havenar,

We are pleased to inform you that the U.S. Department of Housing and Urban Development (HUD) has notified El Paso County that it may re-qualify for designation as an Urban County; **notification from HUD is attached**. El Paso County intends to seek that re-designation and, if successful, will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds for federal fiscal years 2024-2026. The goal of the Community Development Block Grant Program is to provide funds for decent housing and suitable living environments, along with the expansion of economic opportunities, principally for low- and moderate-income persons.

As an incorporated local government with an automatic renewing intergovernmental agreement (IGA) in effect, the Town of Palmer Lake is allowing CDBG funds to be utilized if included in the Urban County. Also, should El Paso County receive a percentage of HOME or ESG funding, incorporated communities that choose to participate in the CDBG program are automatically included in a HOME or ESG consortium with El Paso County. As a result of participation in the Urban County, the local government will be exempt from applying for CDBG funding from the State of Colorado or participating in other HOME or ESG consortiums. However, the Town of Palmer Lake has the right to be excluded from inclusion in the Urban County and terminate their renewing intergovernmental agreement with El Paso County. An election to be excluded is effective for the entire three-year period (2024-2026) unless the Town of Palmer Lake specifically elects to be included in a subsequent year.

We welcome the opportunity to discuss this further with the Town of Palmer Lake. HUD requires that the Town of Palmer Lake notify El Paso County and HUD in writing of its intent to be included or excluded from the Urban County by **May 12, 2023**. Attached, you will find drafts of inclusion and exclusion letters. Please copy the content of ONE of the letters onto official letterhead, sign, and return to our office, denoting your intent to either be included or excluded in the Urban County by **May 12, 2023**. Please electronically submit your letter to [natashanorth@elpasoco.com](mailto:natashanorth@elpasoco.com). Failure to respond means the Town of Palmer Lake is considered part of the urban county for FYs 2024-2026, due to the automatic renewing IGA in effect. Feel free to contact us with questions.

Respectfully,

**Natasha North**  
Project Manager  
719-520-6448  
[NatashaNorth@elpasoco.com](mailto:NatashaNorth@elpasoco.com)

**Luke Houser**  
Community Development Analyst  
719-520-6249  
[LukeHouser@elpasoco.com](mailto:LukeHouser@elpasoco.com)

April 21, 2023

Item 12.

Natasha North  
Project Manager  
El Paso County Economic Development  
9 E. Vermijo Ave.  
Colorado Springs, CO 80903

Dear Ms. North:

*RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (EL PASO COUNTY URBAN COUNTY) FOR FISCAL YEARS 2024-2026*

*Continued Participation Being Sought*

Thank you for your recent letter informing the Town of Palmer Lake that El Paso County intends to seek re-designation as an Urban County for receipt of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development for federal fiscal years 2024-2026. This letter serves as notice that the Town of Palmer Lake elects to continue their renewing intergovernmental agreement and participate with El Paso County in the CDBG program.

Sincerely,

Glant Havenar  
Mayor  
Town of Palmer Lake

CC: Dawn Collins, Town Administrator/Clerk; Jennifer Schumann, HUD CPD Representative

April 21, 2023

Item 12.

Natasha North  
Project Manager  
El Paso County Economic Development  
9 E. Vermijo Ave.  
Colorado Springs, CO 80903

Dear Ms. North:

*RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (EL PASO COUNTY URBAN COUNTY) FOR FISCAL YEARS 2024-2026*

*Exclusion from Urban County Being Sought*

Thank you for your recent letter informing the Town of Palmer Lake that El Paso County intends to seek re-designation as an Urban County for receipt of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development for federal fiscal years 2024-2026. This letter serves as notice that the Town of Palmer Lake elects to terminate their renewing intergovernmental agreement and not participate with El Paso County in the CDBG program.

Sincerely,

Glant Havenar  
Mayor  
Town of Palmer Lake

CC: Dawn Collins, Town Administrator/Clerk; Jennifer Schumann, HUD CPD Representative

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 14-2023**

**AN ORDINANCE AMENDING SECTION 16.48.010 OF THE PALMER LAKE  
TOWN CODE AND REPEALING AN EMERGENCY DECLARATION  
RELATING TO THE TOWN'S WATER SUPPLY SYSTEM**

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

**WHEREAS**, the Town previously adopted regulations relating to the Town's Water Supply System with such regulations being in Title 16 of the Town Code; and

**WHEREAS**, the Town Board of Trustees has begun planning for expansion of the Town's Water System by consulting with experts regarding water capacities and water sources and with such planning and consultation, the Board desires to remove the emergency declaration under Ordinance 16 of 2018.

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

1. Subsection 16.48.010(A) of the Town of Palmer Lake Municipal Code is amended by adding the underlined text and deleting the strikethrough text as indicated below with such subsection to read in its entirety as follows:

16.48.010     Water Supply System.

A. ~~Effective June 28, 2018, Until the Town expands the Town's public Water Supply System the Town will shall not be enlarged or expanded to sell taps or provide water service beyond the capacity outside the existing perimeters of the Water Supply System, as identified on the following map, which shall be part of this Section:~~

2. All other portions of Section 16.48.010 remain unchanged and in full force and effect.

3. In light of the Town's studies, planning, and consultation with experts regarding water capacities and water sources, the emergency declaration imposed by Ordinance 16 of 2018 is hereby repealed, but all other provisions of the ordinance remain in full force and effect.

4. 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.

5. 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, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 8TH DAY OF JUNE, 2023.**

ATTEST: TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator, Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 15-2023**

**AN ORDINANCE AMENDING SECTION 17.56.020 OF THE TOWN OF PALMER LAKE MUNICIPAL CODE REGULATING CONDITIONAL USES IN THE M1 GENERAL INDUSTRIAL ZONE DISTRICT TO ADD HEALING CENTERS AS A CONDITIONAL USE IN THE M1 GENERAL INDUSTRIAL ZONE**

**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 previously adopted regulations establishing uses, including use by right and conditional uses, in the M1 General Industrial zoning within the Town of Palmer Lake, such regulations appearing in Chapter 17.56 of the Palmer Lake Town Code; and

**WHEREAS**, based upon the passage of recent legislation by the Colorado state legislature relating to healing centers, the Board of Trustees has determined that these regulations need to be amended to help preserve the health, safety, and general welfare of the citizens of the Town of Palmer Lake.

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

**Section 1.**

Section 17.56.020 of Chapter 17.56 of the Palmer Lake Municipal Code shall be amended by adding the underlined text as indicated below with such Section to read in its entirety as follows:

17.56.020. Conditional uses.

Conditional uses in the M1 zone are as follows:

- (1) Research and testing facilities.
- (2) Breweries and distilleries.
- (3) Canneries.
- (4) Freight yards.
- (5) Metal fabrication.
- (6) Kennels, provided that a minimum of five acres is available for said kennel.
- (7) Laboratories.
- (8) Optional premises cultivation operations as such term is defined in chapter 5.30 as and if otherwise allowed and regulated by chapter 5.30.
- (9) Healing Centers
- (~~9~~10) Other such uses as listed and permitted which are not more detrimental, as determined by the planning commission and town board.

**Section 2.**

All other provisions of Chapter 17.56 not specifically amended by section 1 above, remain unchanged and in full force and effect.

**Section 3.**

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

**Section 4.**

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

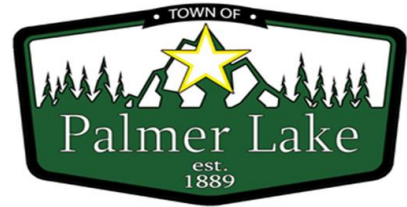
**INTRODUCED, READ AND PASSED AT A FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 8<sup>TH</sup> DAY OF JUNE, 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY: \_\_\_\_\_  
Glant Havenar  
Mayor



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

<b>DATE:</b> June 8, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Information to Consider Stormwater Enterprise Fund  <b>REVISED</b>
<b>Presented by:</b>  Town Administrator /Clerk		

As previously directed by the Board, information is gathered about creating a stormwater enterprise fund.

An enterprise fund is a self-supporting government fund that sells goods and services to the public for a fee. It *may* be used to report any activity for which a fee is charged to external users for goods and services. An enterprise fund *must* be used under the following conditions:

- there is an outstanding debt backed solely by fees and charges;
- laws or regulations require that fees and charges be set to cover costs; or
- there is a pricing policy that fees and charges be set to recover costs.

**Benefits:**

- Total cost is identified (allowing transparency). The operating and capital costs are consolidated, which identifies the total service cost instead of capital separated and accounted for in a different fund.
- Investment earnings and operating surplus are retained in the enterprise fund rather than closed to the GF unassigned fund balance at year end, ensuring that revenues are spent on the enterprise purpose and not on general government costs.
- Enterprise funds have bonding authority – they can take out debt based upon projected revenue from user fees vs. going to a vote of the citizens.
- Funds ensure that stormwater needs have a funding source in the future (allowing sustainability).

**Drawbacks:**

- Enterprise fund revenues cannot be spent on anything else other than the costs related to stormwater.
- Revenues must recover the cost of its services and capital needs; *however*, the fund should build up a reserve to ensure future capital needs can be provided for.

**Rationale for fees:**

To establish initial fund and fees, while funding is explored for approved projects, fees should be sufficient to cover *debt service* and *reserve* requirements for a loan for the project as well as a basic fee to fund *estimated operating and maintenance* of the improvement. An annual review of projects and funding should be conducted with the budget cycle.



In summary, generally, the following steps are taken to establish such fund:

- Conduct analysis to determine that revenues would support the stormwater expenses
- Board of Trustees adopt an Ordinance approving the creation of the stormwater enterprise fund
- Establish the fund through the regular budget cycle, including establishment of fees and notification to all customers

Pursuant to the Master Drainage Plan for Stormwater Improvements (May 2022):

#### D. OTHER FINANCIAL CONSIDERATIONS

We recommend the Town consider establishing a stormwater enterprise or stormwater account within the Town's annual budget. Revenue for the stormwater enterprise would be generated by implementing a stormwater user fee on a monthly basis to each unit user with the Town similar to a minimum user fee for water service. Revenue generated from this monthly fee would be placed in the stormwater enterprise for maintenance and capital improvements required within the Town. The rate schedule for the user fee could be adjusted to allow for a larger user fee for larger parcels with greater surface runoff that impact the Town's drainage facilities. (The City of Colorado Springs established a stormwater enterprise in recent years and its fee is added on the monthly water bill.)

The initial step in this process would be to establish the stormwater enterprise. To initiate the program, a flat monthly user fee could be charged for stormwater service to each of the unit users based upon the alternative recommended for implementation as outlined earlier in this section. (The Town of Palmer Lake could consider a similar mechanism as Colorado Springs.)

Since a loan is required to complete the selected project, revenue collected through the enterprise would be used to repay the loan and capitalize other stormwater projects.