



BOARD OF TRUSTEES MEETING

Thursday, June 09, 2022 at 5:00 PM

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

In-person LIVE STREAM available at Town website

AGENDA

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

Call to Order

Pledge of Allegiance

Roll Call

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 26, 2022 Meeting
- [2.](#) Resolution 33-2022 to Extend Land Use Permit (The Real Property Investments LLC) at Illumination Point, Lot 3-4

Staff/Department Reports

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

Public Comment

Public comments are encouraged to be emailed to the Town office at info@palmerlake.org with subject line of Public Comment (48 hour prior to meeting) and shall be announced, distributed, and addressed 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!

Public Hearing

- [10.](#) PUBLIC HEARING - Conditional Use for Short Term Rental (Platt Ave)
- [11.](#) PUBLIC HEARING - Final Reading of Ordinance to Adopt 2020 Edition of Model Traffic Code

Business Items

- [12.](#) Resolution 34-2022 to Approve Conditional Use for Short Term Rental at Platt Lane
- [13.](#) Resolution 35-2022 to Authorize Fire Mitigation with Miller Timber
- [14.](#) Resolution 36-2022 to Authorize an IGA for the Opioid Settlement
- [15.](#) Ordinance 10-2022 to Adopt the 2020 Edition of the Model Traffic Code
- [16.](#) Ordinance Relating to Time Limit to Display Banners
- [17.](#) Ordinance Relating to Handheld Device While Driving
- [18.](#) Review of 2023 Budget Schedule

Board Reports**Next Meeting (Workshop and Meeting on June 23) and Future Items****Adjourn**

Americans with Disabilities Act

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



BOARD OF TRUSTEES

Thursday, May 26, 2022 at 5:00 PM

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

MINUTES

Call to Order. Mayor Bass called the meeting to order at 5 PM.

Pledge of Allegiance

Roll Call. Present: Mayor Bill Bass, Trustees Darin Dawson, Nicole Currier, Jessica Farr and Karen Stuth. Excused: Trustees Glant Havenar and Sam Padgett.

Introductions/Presentations

1. Appreciation of Appointed Officials Years of Service. Mayor Bass acknowledged and presented a certificate of appreciation to Mr. David Cooper for years of service on the Planning Commission and Mr. David Wilson for years of service to the Pikes Peak Regional Building committee.
2. Summary of Special Town Address. Mayor Bass provided a summary of the meeting Tuesday evening and the sense of urgency to planning for the town's financial future. He noted the following dates for workshops to gain public input – June 9 to hear the Tri-lakes Fire District proposal, June 23 to review possible revenue by allowing adult use cannabis and July 14 to review options to increase property tax rate. He stated that ballot initiatives will be determined at the last meeting in July.

Consent Agenda

MOTION (Stuth, Farr) to approve the consent agenda including items 3) Minutes from May 12 and Special May 16, 2022 Meeting, 4) Financials - March & April, and 5) Checks over \$15,000 - Timber Line for \$19,356. Roll call vote – aye 5; nay 0. Motion passed.

Staff/Department Reports

6. Attorney. No report.
7. Administrator/Clerk. Water back in priority and spilled to lake full amount for May. Fire awarded funds for a refrigerator from the Tri-lakes Women's Club and accepted donations of 20 set bunker gear from Goldent, wildland PPE from Hot Sulphur Springs, and a power cot with mounting equipment from Gilpin County. Landscape work around the museum/library is anticipated to begin this week. The Master Plan advisory team and Planning Commission will review a final draft of modified Chapter 4 goals and objectives. The pedestrian bridge projects are planned to start in June. The RFP for a concept development proposal was issued and are due by mid-June to be presented the end of June to the Board and Planning Commission members. The Parks service day will be rescheduled.

Public Comment. Mr. Roger Moseley inquired about TLCA not being a residence and enforcement of unpermitted work, referencing an email sent to the Board members. Ms. Sylvia Amos inquired about changes in the town for water/sewer to bring back her development of property on Hwy 105. Ms. Brenda Woodward asked about when a mill levy will be effective if voted on in November – take effect in 2023 to be paid in 2024. Mr. Rich Kuehster requested the Board contact Comcast to remove old lines from poles and inquired about chipping. Collins noted the third Saturday each month beginning in June at the racetrack from 9a-2p. Mr. Kuehster suggested the Board pass retail marijuana as a Board vs. put on the agenda to initiate revenue sooner.

Public Hearing

8. PUBLIC HEARING - Ordinance to Pass First Reading of 2020 Edition of Model Traffic Code. Attorney Krob mentioned few modifications including residential speed limit remaining at 20. No person spoke for or against the model traffic code. Mayor Bass closed the hearing.

Business Items

9. Special Event Application - Palmer Lake Elementary School - July 4th Fun Run (7/4). Kelsey Belsher, director of the event, stated this year is the 40th anniversary of the Fun Run and reviewed some of the changes. Staff requested the Board waive the \$100 fee and Kelsey asked to place a banner on the fence of the ballfield. MOTION (Farr, Dawson) to approve the special event waiving the fee and allowing the sign. Roll call vote – aye 5; nay 0. Motion passed.

10. Resolution 30-2022 to Appoint Parks Commission Member (Head). Ms. Phyllis Head was introduced. MOTION (Currier, Farr) to approve Resolution 30-2022 to appoint Phyllis to the Parks Commission. Roll call vote – aye 5; nay 0. Motion passed.

11. Preliminary Review of PUD Amendment for Santa Fe Ridge. Mr. Jim Fitzgerald provided the background to his original PUD of the property and the recent and existing operation. Prior to addressing the PUD details to amend the area, he requested direction. Items including the residential density, possible CDOT requirement for a deceleration lane and size of homes were reviewed. Mr. Paul Rising stated options will be up to 2000 sq ft and offer 2-3 floor plans with a flat rooftop. Mr. Fitzgerald stated he reduced the number of homes originally planned for 92 down to 41 and increased outdoor space. Mr. John Reyes with Tri-lakes Chamber inquired about property development for commercial use. Discussion took place about the availability of water. It was noted that this development is within the water service area. Trustee Stuth stated she is not in support of the residential development. Trustee Currier and Farr did not offer an opinion one way or another, and Mayor Bass and Trustee Dawson suggested the PUD process move forward for amendment.

12. Resolution 31-2022 to Approve MOU with Palmer Lake Fire Protective Association. Collins noted that the MOU is to document the use of property – the Town to use the Association property behind the Firehouse and the Association to use the Town Hall. MOTION (Farr, Dawson) to approve Resolution 31-2022 authorizing the MOU. Roll call vote – aye 4; nay 1 (Stuth). Motion passed.

13. Resolution 32-2022 to Authorize Addendum to Palmer Lake Historical Society - Lucretia Vaile Museum Lease. Similarly, the addendum to the lease with the PLHS is to authorize use of the Town Hall. MOTION (Dawson, Currier) to approve Resolution 32-2022. Roll call vote – aye 5; nay 0. Motion passed.

14. Ordinance 10-2022 to Pass First Reading of 2020 Edition of Model Traffic Code. MOTION (Currier, Farr) to waive the reading. Roll call vote – aye 5; nay 0. Motion passed. MOTION (Currier, Dawson) to pass the first reading as presented. Roll call vote – aye 4; nay 1 (Stuth). Motion passed.

Board Reports. None.

Next Meeting and Future Items. The workshops in June were noted with the next meeting June 9.

Convene to Executive Session. MOTION (Currier, Farr) to convene to executive session at 6:05 PM 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) – property trade/sale. Roll call vote – aye 5; nay 0. Motion passed.

Reconvene to Open Session. MOTION (Currier, Farr) to reconvene to open session at 6:24 PM. Roll call vote – aye 5; nay 0. Motion passed.

Adjourn. MOTION (Currier, Dawson) to adjourn at 6:24 PM. Motion passed.

Mayor Bill Bass

ATTEST: Dawn A. Collins, Town Clerk

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

RESOLUTION NO. 33-2022

**A RESOLUTION TO EXTEND A LAND USE PERMIT,
PALMER LAKE, COLORADO**

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

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

WHEREAS, a municipal land use permit is granted for new construction to be utilized within 12 months from the issue date; and

WHEREAS, the property owner of 640-650 Illumination Point, Palmer Lake, was unable to utilize the land use permit issued in September 2019 due to COVID circumstances and changes in and expectations/requirements of Town staff relating to stormwater management.

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

Section 1. The expiration of the land use permit issued to Jeremy Ferranti for 640-650 Illumination Pointe, Palmer Lake, Colorado is hereby extended until October 23, 2022.

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

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

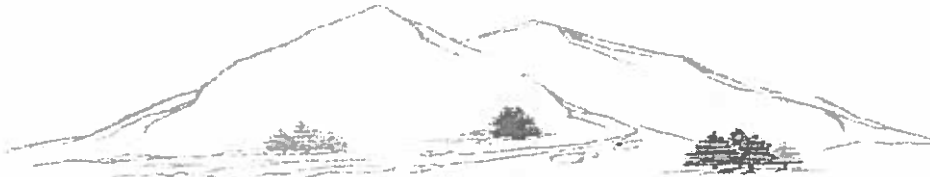
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9TH DAY OF JUNE 2022.

TOWN OF PALMER LAKE, COLORADO

William Bass, Mayor

ATTEST:

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



Town of Palmer Lake

Est. 1889

EXTENSION TO LAND USE PERMIT

Extension Date: 6/9/2022

Original Expiration Date: SEPT / 2020

New Expiration Date: October 23, 2022

Property Address: 640 - 650 ILLUMINATION Pt.

Owner's Name: THE REAL PROPERTY INVESTMENTS LLC (JEREMY FERRENTI)

Mailing Address: 921 CARBON DRIVE W.

Phone: Home: 720-270-9414 Work: 720-694-5324

Builder\Contractor: _____

Phone: Home: _____ Work: _____


Tax Assessor Identification #: 71090-01-012

Legal Description:

Lot No(s): 354 Block No: _____

Filing (Subdivision) Name: ILLUMINATION Pt.

Construction Status: Remodel
 Addition
 Other


Owner\Builder Signature

Administrative Signature

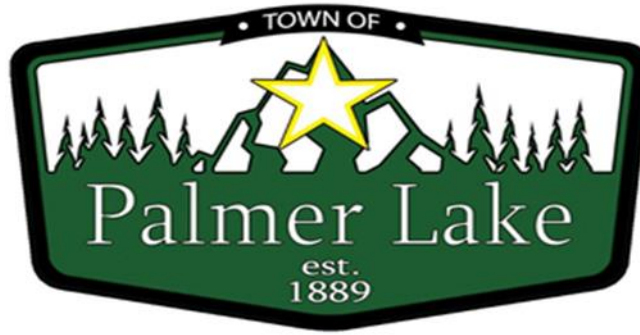
Town of Palmer Lake Monthly Water Usage

**Month
Year May
 2022**

	Gallons	Acre Ft
Surface Water	4,469,000	13.71
Well A2	1,394,000	4.28
Well D2	0	0
Total	5,863,000	17.99
Avg. Gal/Day	189,000	0.58

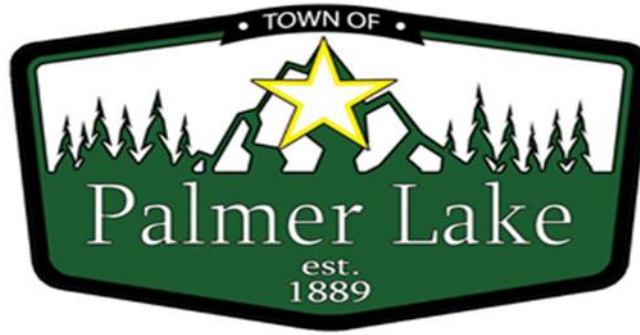
Release To Lake 2.92 AF Max Allowed = 8.4 AF / Month
Release Glen Park Evaporation 2.57 AF
Water system 2.85 AF

Total 8.34



Board of Trustees Summary Sheet

	MAY 2022
Title	Department Monthly Report
Date	6/9/2022
Contact	Jason Dosch
Summary	<p>Graded roads Patched Potholes Plowed snow Started applying dust control on Town roads Cut tree limbs from ROW after snowstorm Replaced and repaired street signs Performed routine maintenance on equipment and playground equipment Emptied trash cans at Lake Rec area Performed playground inspections Attended Parks Committee meetings Attended Special events permit meetings Removed dead deer from ROW Attended TAC meeting at PPACG Cleared Town offices and bridge sidewalks of snow and ice Perform maintenance on parking kiosk at Trailhead parking lot Worked on future budgets and needs for Public Works Meeting Received large size rocks and moved green and the Parks</p>
Training	Safety training
Other Activity	<p>Working with CDOT and GMS Eng. for \$200,000 in stimulus funds for next year for bridge upkeep Planning Palmer Lake Elementary School Road Improvement project with Federal Grant funding</p>



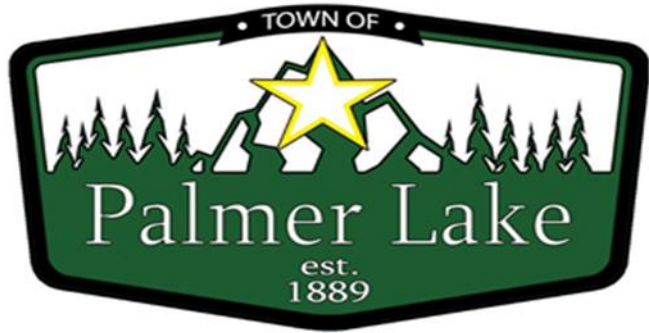
Board of Trustees Summary Sheet

	June 2022
Title	Police Monthly Report – May
Action	N/A
Date	6/9/2022
Contact	J. Vanderpool
Summary	In the Month of May 2022, the PLPD conducted 126 traffic stops and issued 50 citations. Also, in the month of May 3 Traffic Accidents were investigated, 1 DUI arrest, as well as 1 warrant arrest were made. 16 Parking tickets were issued.
Training	Officers attended different trainings this month to including, SFST Instructor, Firearms, and leadership training.
Photographs	The attached photograph I of the suspect in the Homicide from last year.
Other Actions	PLPD Officers are actively investigating 2 separate theft cases at 626 Hwy 105.
Active investigations	Palmer Lake PD officers have also investigated 1 Domestic Violence case and assisted other agencies in 4 different cases. UPDATE in the homicide case from last year - the suspect plead guilty to second degree murder and is due to be sentenced in August, with a sentencing range of 40-48 years.
Calls for service	Officers responded to 366 calls for service this month. 329 of these calls were in the Town of Palmer Lake, 37 were outside of town.

Code Enforcement	Code enforcement officers have been working with town residents to correct the violations. A violator was cited for noncompliance.
S.T.E.P.	S.T.E.P. was instituted in March of last year and seems to be making a difference. Accidents are becoming more infrequent.

Item 5.





Board of Trustees Summary Sheet

Title	Palmer Lake Fire Department																											
Action	To provide the most professional and highest level of emergency and prevention services to the citizens and visitors of the Town of Palmer Lake																											
Date	06/09/2022																											
Contact	Christopher McCarthy, Fire Chief																											
Summary	<p style="text-align: center;">Calls for May 2022</p> <div style="border: 1px solid blue; padding: 10px; margin: 10px auto; width: 80%;"> <table border="1" style="margin: 10px auto; width: 80%; text-align: center;"> <caption>Call Distribution Data</caption> <thead> <tr> <th>Category</th> <th>Count</th> </tr> </thead> <tbody> <tr> <td>Service Call</td> <td>9</td> </tr> <tr> <td>Hazardous Condition (No Fire)</td> <td>7</td> </tr> <tr> <td>Rescues and Emergency Medical Services</td> <td>2</td> </tr> <tr> <td>Good Intent Call</td> <td>3</td> </tr> <tr> <td>False Alarm & False Call</td> <td>2</td> </tr> <tr> <td>Special Incident Type</td> <td>1</td> </tr> <tr> <td>Severe Weather and Natural Disaster</td> <td>1</td> </tr> <tr> <td>Fires</td> <td>1</td> </tr> </tbody> </table> </div> <div style="margin-top: 10px;"> <table border="0" style="width: 100%; font-size: small;"> <tr> <td style="width: 33%;">■ Fires</td> <td style="width: 33%;">■ Rescues and Emergency Medical Services</td> <td style="width: 33%;">■ Service Call</td> </tr> <tr> <td>■ Good Intent Call</td> <td>■ False Alarm & False Call</td> <td>■ Severe Weather and Natural Disaster</td> </tr> <tr> <td>■ Special Incident Type</td> <td>■ Hazardous Condition (No Fire)</td> <td></td> </tr> </table> <p style="text-align: right; font-size: x-small;">meta-chart.com</p> </div>	Category	Count	Service Call	9	Hazardous Condition (No Fire)	7	Rescues and Emergency Medical Services	2	Good Intent Call	3	False Alarm & False Call	2	Special Incident Type	1	Severe Weather and Natural Disaster	1	Fires	1	■ Fires	■ Rescues and Emergency Medical Services	■ Service Call	■ Good Intent Call	■ False Alarm & False Call	■ Severe Weather and Natural Disaster	■ Special Incident Type	■ Hazardous Condition (No Fire)	
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■ Special Incident Type	■ Hazardous Condition (No Fire)																											

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	2.17%
Rescue & Emergency Medical Service	22	47.83%
Hazardous Condition (No Fire)	7	15.22%
Service Call	9	19.57%
Good Intent Call	3	6.52%
False Alarm & False Call	2	4.35%
Severe Weather & Natural Disaster	1	2.17%
Special Incident Type	1	2.17%
TOTAL	46	100%

Significant Events:

Firefighter/EMT Parker was appointed as a Second Lieutenant upon graduating the United States Air Force Academy. Parker was an outstanding volunteer member of the department. We will miss him and wish him well in his future endeavors.

Training:

EMS: Case Study and Protocol review, Medical and Trauma scenarios

Fire: Fire Instructor I, II and III, Fire Officer I and II, and III, and IV Firefighter Skills, Driver/Operator Pumper, RT130, S231 Engine Boss, and Wildland Training.

Total: 547.52 hours

Total Training hours for 2022: 2799.2









LAND USE Permits for May 2022

Item 7.

ADDRESS	TYPE OF WORK	EXPIRATION	# of Taps	REGIONAL NUMBER
			1036	
	TYPE	AMOUNT		
	Single Family	1	1037	
	Remodels	1		
	Re-roofs	2		
	Single Family	1	Well	
	Other	4		
	TOTAL	9		

T2 Iris Transaction Summary 06/02/2022 12:00 AM MDT

Date/Time: 05/01/2022 12:00:00 AM to 05/31/2022 11:59:59 PM MDT

Ticket #: All

Organization: Town of Palmer Lake

Coupon Code: N/A

Pay Station: Trailhead

Transaction Type: All

Stall Number: N/A

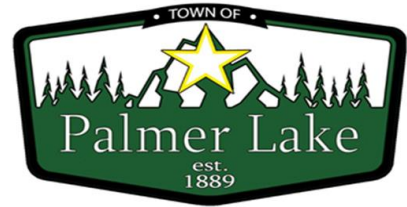
Plate Number: N/A

Grouping: None

Overall Summary

	CASH	CREDIT CARD	PATROLLER CARD	TOTAL
Total Collections	0	1120	0	1120
Revenue	\$0.00	\$5936.00	\$0.00	\$5936.00
Change Issued	0	1120	0	1120
Refund Tickets	0	\$0.00	\$0.00	\$0.00
Total Refunds	0	\$0.00	\$0.00	\$0.00
Excess Payment	0	\$0.00	\$0.00	\$0.00
Attendant Deposit	0	\$0.00	\$0.00	\$0.00
Revenue				
	0	\$5936.00	\$0.00	\$5936.00
SMART CARD				
Revenue	0	0	0	0
Recharges	0	0	0	0
PASSCARD				
Total Collections	0	0	0	0
Revenue	\$0.00	\$0.00	\$0.00	\$0.00

Loss:
fees (336)
mo/day (70)
5530 Net



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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		PUBLIC HEARING: Conditional Use for STR (2 unit) – 703 Platt Ln

Background

As previously communicated, staff has encountered multiple situations where existing property owners have more than one dwelling unit in a single-family residential zone. With the adoption of the short-term rental (STR) criteria, dwellings with multiple living areas or accessory dwelling will require a conditional use based on the code (code reference below)..

5.10.090 Limitations and requirements

L. Maximum Number of Licenses Per Parcel.

1. The Town shall issue no more than one license per parcel, subject to the provisions of this chapter.
2. Parcels may be eligible for more than one license on a case-by-case basis if the additional licenses are approved through the conditional use permit process set forth in this code prior to issuance of a license in accordance with this chapter. Applicants seeking two or more licenses for a single owner-occupied parcel and applicants seeking three or more licenses for a single parcel that is not owner-occupied must obtain a conditional use permit from the Town before the Town will process any such short-term rental license application.

This conditional use request is to allow the operation of 2 units on one parcel for the property owner. Management will be conducted Lindsay Aho, who will be present to speak to the request.

Recommendation

Staff supports the conditional use for short term rental property with more than single family dwelling, contingent upon the rental property meeting all the code (STR application) criteria.



received
3-28-22

Office Use Only	
Case Number:	_____ 5/18 PC
Date:	3-28-22
Fees:	\$250.00
Check #:	2934
Rec'd By:	[Signature]
Application Complete:	_____

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

Conditional Use Application Form

* emailed this receipt to Emilie 3/28/22
* emailed to Dawn (old)

Name of Applicant/Property Owner: Emilie Harker

Address: 703 Platt Ln, Box 498 Phone#: 801-708-4342

Email: dustinandemilie@hotmail.com

Name of Proposal: 2 unit short term rental

Legal Description or Address: 703 Platt Ln, Palmer Lake, CO 80133

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

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

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

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



By signing this application, parties agree to the following:

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

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

Applicant Signature: Emilie Maffei Date: 3/28/2022

If the applicant is not the owner:

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

Owner – Print: _____

Owner – Signature: _____ Date: _____

Dawn Collins

Subject: FW:

From: D and M Forever <dustinandemilie@hotmail.com>
Sent: Monday, May 16, 2022 12:06 PM
To: Dawn Collins <dawn@palmer-lake.org>
Subject: Re: STR

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

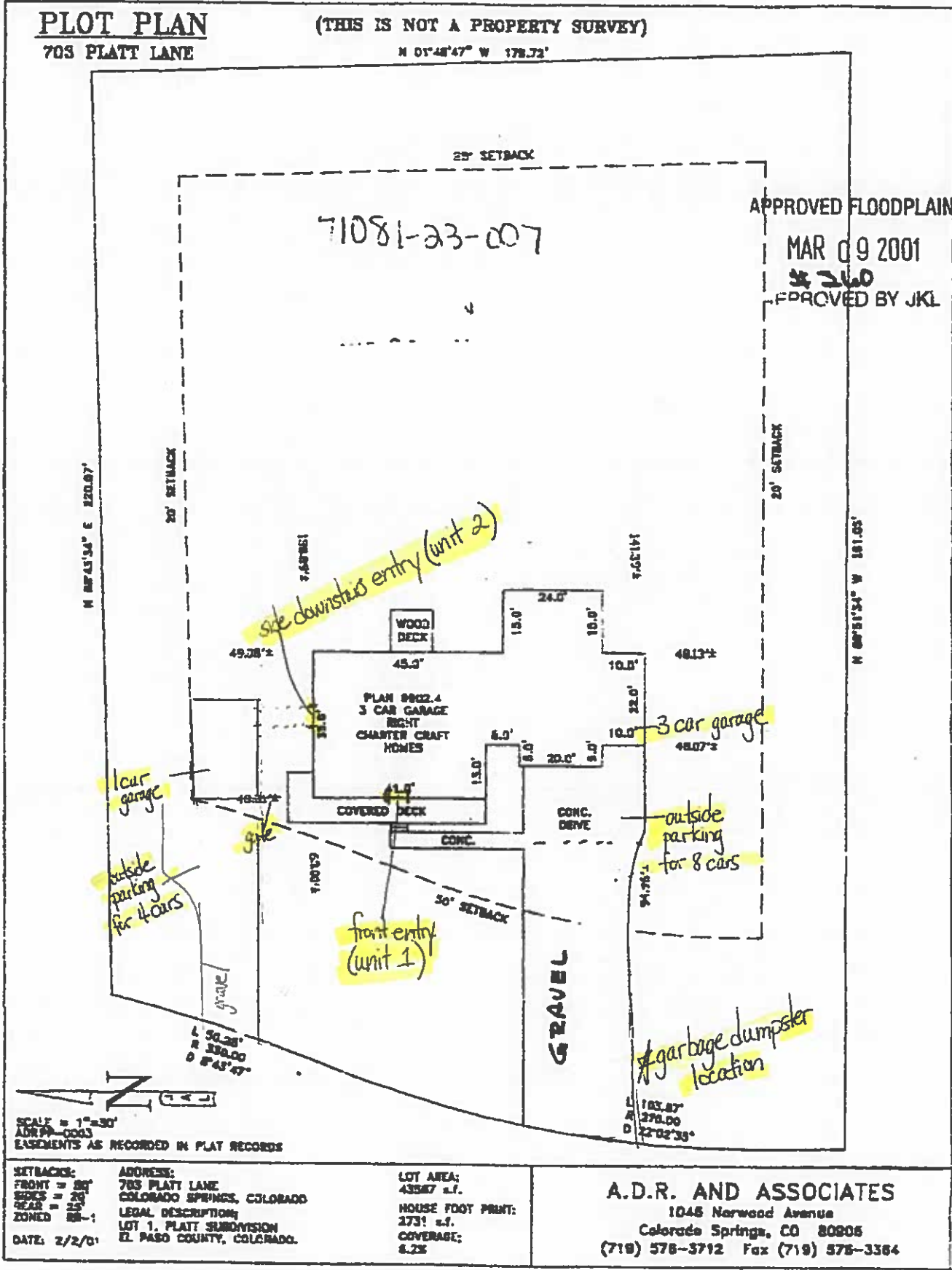
To whom it may concern. My property manager, Lindsay Aho, will be representing me before the board on June 9, 2022 as I will already be moved at that point.

Thank you,

Emilie

Leticia Torweih
5-17-2022 ^{Notary} Exp Date: 3-15-2025

**LETICIA TORWEIHE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214009914
My Commission Expires 03-15-2025**



E00271

141340

Item 10.
S
Platt.

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF EL PASO

NOTICE OF PUBLIC HEARING
TOWN OF PALMER LAKE
Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on May 18, 2022, at 9:00 at the Town Hall, 28 Valley Crescent, Palmer Lake, to consider a Conditional Use application for short term rental of more than one unit of residential space located at 707 Platt Lane. A recommendation will be made to the Board of Trustees on the same matter scheduled for June 8, 2022, at 9:00 AM. A copy of the complete application is on file at the Town Clerk office at 715-441-2933.
PL/ Dawn A. Collins, Town Clerk
Published in The Gazette April 27, 2022

I, Lorre Cosgrove, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Colorado Springs Gazette, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Colorado Springs Gazette; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper 1 time(s) to wit 04/27/2022

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

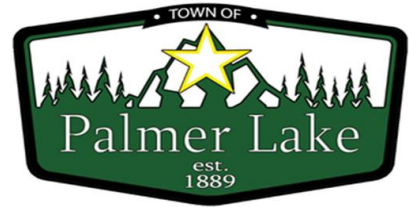
Lorre Cosgrove
Sales Center Agent

Subscribed and sworn to me this 04/27/2022, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires December 15, 2025.

Lori Curry
Notary Public
The Gazette

Lori Curry
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184040549
MY COMMISSION EXPIRES December 15, 2025

Document Authentication Number
20164040549-224707



Item 11.

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

DATE: May 26, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		PUBLIC HEARING for Ordinance to Adopt the 2020 Edition of the Model Traffic Code

Background

The Town of Palmer Lake is due to adopt the 2020 model traffic code. This is a public hearing for the FINAL reading and adoption. The Board is requested to consider the ordinance further on the agenda to approve the ordinance to adopt the 2020 Edition of the Model Traffic Code.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 34-2022

**A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW
FOR SHORT TERM RENTAL OF TWO UNITS ON ONE PARCEL IN
RESIDENTIAL ZONING LOCATED AT
703 PLATT LANE (“PROPERTY”)**

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

WHEREAS, Section 5.10.090 of the Palmer Lake Municipal Code provides that parcels with more than one rental unit must obtain a conditional use permit for; and

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

WHEREAS, on May 18, 2022 the Palmer Lake Planning Commission recommended approval of the conditional use for twelve (12) months by a 4-1 vote.

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

1. The application for a conditional use permit is amended to approve short term rental of two units on the residential property located at 703 Platt Lane is hereby approved contingent upon the approval of a completed short term rental application.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

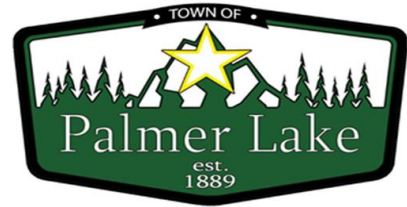
INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9TH DAY OF JUNE 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor



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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Authorize Fire Mitigation Service with Miller Timber

Background

The Town was awarded a state funds in 2021 to conduct fire mitigation. Chief McCarthy has worked with Miller Timber to provide the following service –

Widening the Road: \$3,000.00

Thinning, forwarding logs, and chipping slash: \$4,041,67 per acre

The Town has \$100,000.00 budgeted (\$50,000 in Colorado State funding and \$50,000.00 in Town matching funds) for a total of 23.9998 acres to be mitigated.

The plan submitted by Miller Timber will improve the forest health and reduce catastrophic wildfire risk. The operations will considerably strengthen areas previously treated by hand as well as expand this work into areas that are critical to protecting the water, reservoirs, and town of Palmer Lake.

To complete the work, Miller Timber will be utilizing three distinct machines. First, a Ponsse Bear harvester will be used to thin trees, process them into usable wood and slash. Second, a Ponsse Elephant King forwarder will bring that wood to a landing. Lastly, they will utilize a first of its kind chipper forwarder. This marriage between a Ponsse Buffalo forwarder and Vermeer AX19 chipper allows Miller Timber to chip slash in the woods. Chip will be broadcast onto machine trails minimizing erosion potential, keeps fuel loading to a minimum, and returns nutrients back into forest soils in a usable way.

With the only access into this area being the narrow road from town to the upper reservoir, improving access to the reservoir is essential for successful project implementation and future activity on the property. To reduce risks associated with heavy equipment operations it is necessary to easily get machines and vehicles to the landing area. Miller Timber intends to use a backhoe equipped with a rock hammer to improve short portions of roadway. By removing debris and parts of rocks along the road, the narrow spaces will be widened. This small amount of roadwork allows equipment to safely use the road and emergency vehicles to access the site.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 35-2022

A RESOLUTION TO AUTHORIZE FIRE MITIGATION WITH MILLER TIMBER FOR PALMER LAKE, COLORADO

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

WHEREAS, the Town Board of Trustees has authority over contract agreements for the Town; and

WHEREAS, the Town staff supports the mitigation plan as described in the enclosed exhibit.

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 the Mayor to sign a professional services agreement with Miller Timber Services for the scope of services 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 9th DAY OF JUNE 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

Palmer Lake Forest Health Project

The Operations Plan

Miller Timber Services (MTS) intends complete road widening and forestry work in order to meet Palmer Lake's forest health objectives.

The roadwork will focus on widening narrow sections that are currently impassible for our equipment. MTS will utilize either a backhoe equipped with a rock hammer or a skid steer with a rock hammer. Operators will remove small portions of rock on the inside bank to make the road passable. Dirt may also be removed from the uphill side and used on the outer bank to achieve a safe and passable route. MTS intends the end state of road work to be passable by machinery and pickup trucks. We do not intend this to be a semi route, nor will we use it to haul logs.

The forestry work will focus on thinning from below to achieve an open canopy structure. MTS intends to remove trees to create a mosaic across the landscape with varied horizontal and vertical fuel continuity. By thinning and removing trees we will reduce the overall fuel load. The newly opened canopy will promote future fires to return to the ground. MTS will focus on leaving a varied age range of trees to promote continued healthy forest long after treatment. Through the treatment we will focus on leaving fire adaptive tree species including Ponderosa Pine and Aspen. Other species will be retained in varied amounts to meet species diversification standards for this area.

To achieve these objectives MTS will utilize a harvester, forwarder, and chipper. The harvester will thin trees and process them. Logs will be separated from the slash. Small amounts of slash will be placed in the equipment trail to protect sensitive soils from further disturbance and erosion. Most of the slash will be piled along these trails to be chipped. Logs will be picked up by the forwarder and carried to the Southwest corner of Palmer Lake's property, designated by the red waypoint on the map. They will be decked in the meadow area to be used as a local firewood source. No logs will be hauled off site by Miller Timber Services. The final machine on each trail will be the chipper. MTS will chip tops, limbs, small trees, and any old slash piles within the treatment area. Chips will be spread primarily in machine trails for soil protection and will be broadcast over a larger area when needed to keep chip depth to a minimum.

The treatment area will focus on the access route and timbered areas to the west and north of the upper reservoir. These areas are designated in blue on the map provided. Final acres will be measured using avenza maps or OnX maps. MTS would like to treat as many acres as possible while on site.

We at Miller Timber Services are excited to be able to bring our forestry experience and equipment to help you with your forest management goals. We can start this project as early May 23, 2022. The first stage of roadwork is expected to take 1 week. Forestry equipment can be on site working as early as May 30, 2022.

Pricing

Road widening \$3,000

Thinning, forwarding logs, and chipping slash \$4,041.67 per acre

Equipment to be used

MTS will utilize a Ponsse Bear harvester to thin trees and process them into logs and slash. A Ponsse Elephant King forwarder will be used to remove processed logs to a landing where it will be decked. Lastly, a Ponsse Buffalo King equipped with a Chipper will be used to chip all created slash material as well as previously constructed hand piles.

In addition to the forestry equipment, MTS will have a backhoe or skid steer on site to complete road widening. The exact machine is dependent on rental availability at the start of our project. A rock hammer will be attached to widen areas where rocks limit road width. In the unlikely event that these specific rental machines are not available a suitable alternative will be used.

To support these efforts MTS will also have a Parts Trailer on site. This allows us to complete most minor repairs without leaving the work area and maximizes uptime. A fire trailer also accompanies the crew. Equipped with a tank and pump MTS is capable of initial suppression efforts should a fire occur. Finally, each operator will have a pickup on site.

Personnel On Site

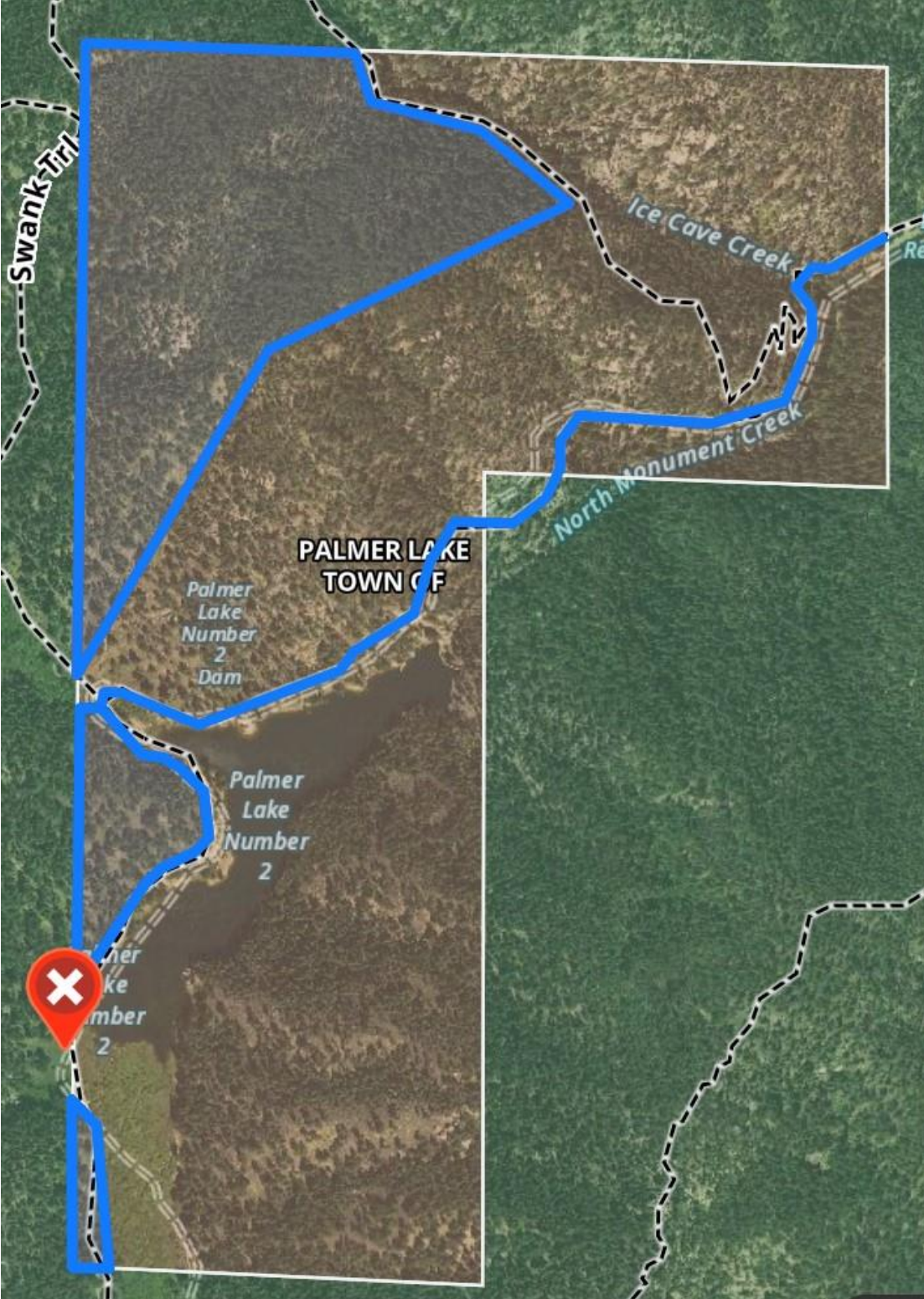
Operations will be completed by 2-3 operators. All operators are trained wildland firefighters and have years of experience operating this type of equipment. Operations will be led by Robert Ryland our project manager based out of Colorado Springs. Robert can be reached by phone at 719-588-1311 or by email at robert@millertimber.com.

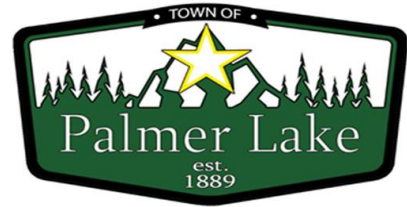
Previous Client References

South Arkansas Stewardship Project 250+ Acres of Steep slope restoration thinning on Monarch Pass. Andy Lerch, Arkansas River Watershed Collaborative 573-356-1343. and Justin Anderson USFS 719-207-1701.

Monarch Mountain Ski Area 24+ acres steep slope thinning and hazard tree removal. Scott Pressly 719-350-5014

Colorado Springs Utilities 34 acres fuel break restorative thinning. Jeremy Taylor 719-600-9230





Item 14.

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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Resolution to Authorize IGA for Opioid Settlement (CO Regional)

Background

El Paso County has suggested that smaller municipalities with the lowest populations be represented by County officials, particularly Commissioner VanderWerf in the case of Palmer Lake. Considering the topic, El Paso County’s professional staff will be heavily involved with the policy group as well. The first meeting is anticipated in **late June** to begin the development of a two-year plan.

El Paso County would like to have Palmer Lake’s approval of the IGA prior to that time so there are no issues with receiving regional funding.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 36-2022

A RESOLUTION TO AUTHORIZE SIGNATURE TO A REGIONAL INTERGOVERNMENTAL AGREEMENT FOR AN OPIOID SETTLEMENT FOR PALMER LAKE, COLORADO

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

WHEREAS, the Town Board of Trustees has authority over agreements for the Town; and

WHEREAS, the Town Board intends to participate in a Colorado Regional Intergovernmental Agreement for settlement funds as described in the enclosed exhibit.

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 accepts the IGA 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 9th DAY OF JUNE 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
William Bass
Mayor

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made by and between the Participating Local Governments , as defined in the Colorado MOU in the El Paso /Teller Region (“the Region”), and as specified by the signatures hereto. The Parties individually herein may be referred to as a “Regional PLG” and collectively the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Government signatories have all executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado; and

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU; and

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes; and

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU; and

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield); and

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share; and

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU; and

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation; and

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council; and

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU; and

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region; and

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

- 1. DEFINITIONS.** The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
- 2. OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying

exhibits to the Colorado MOU and incorporated herein by reference.

3. REGIONAL COUNCIL.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds are administered.

3.2. Membership: The Regional Council shall consist of the following:

a. **Voting Members.**

- (i) Two El Paso County Commissioners, or designees;
- (ii) El Paso County Sheriff, or designee;
- (iii) Teller County Sheriff, or designee;
- (iv) El Paso County Coroner, or designee;
- (v) One Teller County Commissioner, or designee;
- (vi) Two members of Colorado Springs’ City Council, or designees;
- (vii) Two City of Colorado Springs’ mayoral public safety appointees;
- (viii) Fourth Judicial District Attorney, or designee;
- (ix) Three appointees representing municipalities in El Paso County (City of Manitou Springs, City of Fountain, and Town of Monument), with two votes to be rotated on an annual basis so that, following the initial terms, each PLG shall serve a two year term as voting member followed by one year as a non-voting member. El Paso County PLGs shall serve the following initial terms:

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
Voting	Fountain	Manitou	Monument	
Voting	Monument	Fountain	Manitou	
Non-Voting	Manitou	Monument	Fountain	

Three appointees representing municipalities in Teller County, (City of Woodland Park, City of Cripple Creek, City of Victor), with one vote to be rotated on an annual basis so that each PLG shall serve a one year term as voting member followed by two years as a non-voting member. The City of Woodland Park shall have the initial one-year term of voting member, to be followed by the City of Cripple Creek and the City of Victor, respectively.

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
Voting	Woodland Park	Cripple Creek	Victor	
Non-Voting	Victor	Woodland Park	Cripple Creek	
Non-Voting	Cripple Creek	Victor	Woodland Park	

It is the Parties’ intent that the County Commissioner representatives from El Paso and Teller Counties represent the interests of any municipal PLG without direct voting membership on the Regional Council within their respective counties.

b. Non-Voting Members.

- (i) El Paso County Public Health Director, or designee;
- (ii) Teller County Public Health Director, or designee;
- (iii) El Paso County Director of Department of Human Services/Social Services, or designee;
- (iv) Teller County Director of the Department of Human Services/Social Service, or designee.
- (v) A representative of any municipality located in El Paso or Teller County who does not have a resident representative as a voting member on the Regional Council.

c. At Large Non-Voting Members. The following at large non-voting members may be appointed by the Regional Council as it deems fit, but in doing so, should consider membership from the following categories:

- i. Representatives from behavioral health providers.

- ii. Representatives from health care providers.
 - iii. Recovery/treatment experts.
 - iv. Community representative(s), preferably those with lived experience with the opioid crisis.
 - v. Harm reduction experts.
- d. **Acting Chair:** The Voting Members shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. Regional Council Voting Members are elected officials and shall serve during their term in office or at the pleasure of their appointing bodies. Non-voting members are appointed by the Regional Council in accordance with Section 3.2(b) and shall serve two- year terms. Following the expiration of that two-year term, the Regional Council shall reappoint that Member, or appoint a new Voting Member.
- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
 - (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional

Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The regional fiscal agent shall be El Paso County. The Regional Council may nominate and designate a different fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

4.4. Administration Fee: The Regional fiscal agent may charge up to 10% to conduct its duties under this Agreement.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must

submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2. Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.2 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. **DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie- breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.
7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLG will designate a representative prior to the first meeting of the Regional Council. Delegees are allowed.
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying

exhibits to the Colorado MOU and incorporated herein by reference.

11. **TERM.** The Regional Agreement will commence on the date upon which all Parties have executed this Regional Agreement and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., §§ 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.
14. **GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was

entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (d).

16. NOTICES. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

El Paso County
200 S. Cascade Ave
Colorado Springs, CO 80903

Fourth Judicial District Attorney
105 E. Vermijo Ave.
Colorado Springs CO 80903

Teller County
112 N. A St.
Cripple Creek, CO 80813

City of Colorado Springs
30 S. Nevada
Colorado Springs, CO 80903

City of Manitou Springs
606 Manitou Ave.
Manitou Springs, CO 80829

City of Fountain
116 S. Main St.
Fountain, CO 80817

Town of Monument
645 Beacon Light Rd.
Monument, CO 80132

City of Cripple Creek
337 Bennett Ave.
P.O. Box 430
Cripple Creek, CO 80813

City of Woodland Park
220 W. South Ave.
P.O. Box 9007
Woodland Park, CO 80866

City of Victor
500 Victor Ave.
Victor, CO 80860

17. GENERAL TERMS AND CONDITIONS

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or

subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.
- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 17.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.
- 17.12. Records Retention.** The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.
- 17.13. Execution by Counterparts; Electronic Signatures and Records.** This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic

Transactions Act, C.R.S. §§ 24-71.3-101, et seq. The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 17.14. Authority to Execute.** Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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{signature pages to follow}

EL PASO COUNTY

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Stan VanderWerf, Chair
Board of County Commissioners

Date: _____

ATTEST:

Clerk and Recorder

APPROVED AS TO LEGAL FORM:

County Attorney's Office

TELLER COUNTY

TELLER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Dan Williams, Chairperson
Board of County Commissioners

Date: _____

ATTEST:

Clerk and Recorder

APPROVED AS TO LEGAL FORM:

Teller County Attorney

CITY OF COLORADO SPRINGS

CITY OF COLORADO SPRINGS

BY: _____
John W. Suthers, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF FOUNTAIN

CITY OF FOUNTAIN

BY: _____
Sharon Thompson, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF MANITOU SPRINGS

CITY OF MANITOU SPRINGS

BY: _____
John Graham, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

TOWN OF MONUMENT

TOWN OF MONUMENT

BY: _____
Don Wilson, Mayor

Date: _____

ATTEST:

Town Clerk

Approved as to form:

Town Attorney

CITY OF WOODLAND PARK

CITY OF WOODLAND PARK

BY: _____
Hilary Labarre, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF CRIPPLE CREEK

CITY OF CRIPPLE CREEK

BY: _____
Milford Ashworth, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF VICTOR

,

CITY OF VICTOR

BY: _____
Brandon Gray, Mayor

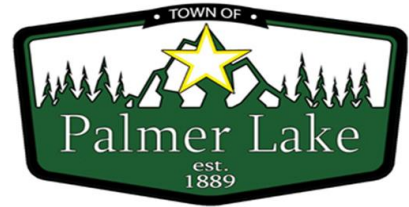
Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney



Item 15.

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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance 10-2022 to Adopt the 2020 Edition of the Model Traffic Code

Background

The Town of Palmer Lake noticed and held two hearings for the reading of the Ordinance to Adopt the 2020 Edition of the Model Traffic Code.

PALMER LAKE, COLORADO

ORDINANCE NO. 10-2022

AN ORDINANCE AMENDING CHAPTER 10.04 OF THE PALMER LAKE MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2020 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO

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 had previously adopted the Model Traffic Code with certain additions or modifications, contained in Chapter 10.04; and,

WHEREAS, the Model Traffic Code for Colorado, published by the Colorado Department of Transportation and revised in 2020, embodies the rules of the road and vehicle requirements as set forth in Article 4 of Title 42 of the Colorado Revised Statutes; and

WHEREAS, §42-4-110(1) of the Colorado Revised Statutes authorizes local authorities to adopt by reference all or any part of the Model Traffic Code for Colorado; and

WHEREAS, §42-4-110 and §42-4-111 of the Colorado Revised Statutes authorizes local authorities to enact and enforce traffic regulations on roads and streets anywhere within their jurisdiction; and

WHEREAS, the Town of Palmer Lake desires to adopt the 2020 revised edition of the Model Traffic Code for Colorado; and

WHEREAS, the Town Board of Trustees, after proper notice as required by law, has held a public hearing on this ordinance providing for the adoption of the 2020 revised edition of the Model Traffic Code for Colorado

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

- Chapter 10.04 of Title 10 of the Palmer Lake Municipal Code shall be amended in its entirety with such Chapter 10.04 to read in its entirety as follows:

10.04.010 Adoption.

Pursuant to parts 1 and 2 of article 16 of title 31 and part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the City, Town, County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar

regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Palmer Lake, Colorado, and may be inspected during regular business hours.

10.04.020 Deletions.

The 2020 edition of the Model Traffic Code is adopted as if set out at length save and except the following sections which are declared to be inapplicable to this municipality and are therefore expressly deleted: None.

10.04.030 Additions or Modifications.

The said adopted Code is subject to the following additions or modifications:

A. Section 1101(2)(c) is amended to read as follows: (c) 20 miles per hour in any residence district, as defined in Section 42-1-102(80), C.R.S..

B. A Section 1213 is created to read as follows:

1213: Parking not to obstruct traffic or maintenance. No person shall park any vehicle upon any street or highway in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance or snow removal.

No person shall park a vehicle at any time on any portion of Walnut Avenue or Lovers Lane. A "No Parking Zone" is hereby created on both sides of the street and will be designated by signs indicating "No Parking" at the entrance and exit of each street. Such signage will have an enforcement zone equal to the length of the street and will constitute notice to all persons of said "No Parking Zone".

A person who violates Section 1213 shall, upon conviction or an entry of a guilty plea, be subject to a fine of \$50.00 plus court costs and surcharges. Such fine may be adjusted by resolution of the Board of Trustees as it deems necessary from time to time and such fine shall be added to the Town's fee schedule.

C. Section 614 is amended to read as follows:

Section 614: Designation of highway maintenance, repair or construction zones - signs - increase in penalties for speeding violations

(1) If maintenance, repair, or construction activities are occurring or will be occurring within four hours on a state highway or municipal street, the department of transportation or municipal authorities, within their respective jurisdictions, may designate such portion of the highway as a highway maintenance, repair, or construction zone. Any person who commits a speeding violation in a maintenance, repair, or construction zone that is designated pursuant to the provisions of this section is subject to increased penalties and surcharges.

(2) The department of transportation or municipal authorities, within their respective jurisdictions, shall designate by appropriate signs a maintenance, repair, or construction activity is taking place or will be taking place within four hours. Such sign shall notify the public that increased penalties for speeding violations are in effect in such zone. The department of transportation or local authorities shall erect or place a second sign after such zone indicating that the increased penalties for speeding violations are no longer in effect. A maintenance, repair, or construction zone begins at the location of the sign indicating that increased penalties are in effect and ends at the location of the sign indicating that the increased penalties are no longer in effect.

(3) Signs used for designating the beginning and end of a maintenance, construction, or repair zone shall conform to department of transportation requirements. The department of transportation or local authority may display such signs on any fixed, variable, or moveable stand. The department of transportation or local authority may place such a sign on a moving vehicle if required for certain activities, including, but not limited to, highway painting work.

10.04.040 Penalties.

The following penalties, herewith set forth in full, shall apply to this ordinance:

(a) It is unlawful for any person to violate any of the provisions adopted in this ordinance.

(b) Every person convicted of a violation of any provision adopted in this ordinance shall be punished by fine, in addition to court costs and surcharges, not to exceed two thousand, six hundred and fifty dollars, (\$2,650.00).

(c) The Town Board of Trustees hereby adopts the Town Traffic Fine

Schedule and authorizes its future adjustment by resolution from time to time as deemed necessary by the Town Board of Trustees.

10.04.050 Application.

This ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality or county, the use of which this municipality or county has jurisdiction and authority to regulate.

10.04.060 Validity.

If any part or parts of this ordinance are for any reason held to be invalid such decision shall not affect the validity of the remaining portions of this ordinance. The Town 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 invalid.

10.04.070 Repeal.

Existing or parts of ordinances covering the same matters as 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 taking effect of this ordinance.

10.04.080 Interpretation.

This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.
Section

10.04.090 Certification.

The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26TH DAY OF MAY, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Dawn A. Collins, Town Clerk

BY: Bill Bass
Bill Bass, Mayor

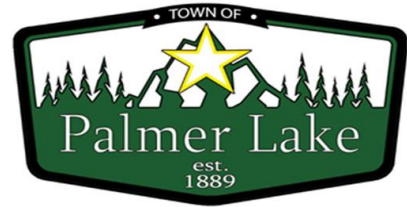
PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 9TH DAY OF JUNE, 2022.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Dawn A. Collins, Town Clerk

BY: Bill Bass
Bill Bass, Mayor



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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance Relating to Establishing a Time Limit to Display Banners

Background

It has been brought to staff attention that some banners are out for a very long period of time prior or following events. Following is the code that was reviewed with the Planning Commission, as the PC approves signs for the Town. The Planning Commission recommended establishing a time limit for the display of banners in town.

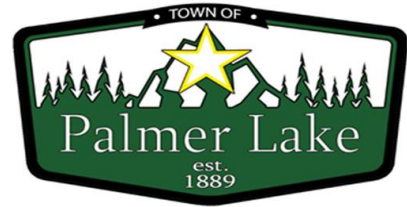
14.50.050.030. Banners and Pennants.

Banners and pennants are prohibited, except for special community sponsored events.
(Code 1973, § 14.50.050.030; Ord. No. 10-1998, § 83, 1998)

Following discussion, the Planning Commission took the following action.

MOTION (Miner, Fisher) to amend the code to add that banners, pennants, and flappers be allowed to display for 45 calendar days before an event and removed by 7 calendar days following the event. Motion PASSED (5-0).

Further staff discussion of this topic resulted in suggesting that the sign code in its entirety is addressed, with the recodification of the town code, rather than addressing the items/sections in pieces.



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

DATE: June 9, 2022	ITEM NO.	SUBJECT:
Presented by: Town Administrator /Clerk		Ordinance Relating to Handheld Device While Driving

Background

The Judge suggested that the Board consider adding an ordinance relating to handheld device while driving to the town code of ordinances. A number of ordinances were collected and reviewed.

However, following staff discussion, it is acknowledged that with the approval of the 2020 Edition of the Model Traffic Code, use of cell phones is incorporated in the 2020 MTC section 239 (1-3):

239. Misuse of a wireless telephone – definitions - penalty - preemption.

(1) As used in this section, unless the context otherwise requires:

(a) “Emergency” means a situation in which a person:

(I) Has reason to fear for such person’s life or safety or believes that a criminal act may be perpetrated against such person or another person, requiring the use of a wireless telephone while the car is moving; or

(II) Reports a fire, a traffic accident in which one or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency, or a person who is driving in a reckless, careless, or otherwise unsafe manner.

(b) “Operating a motor vehicle” means driving a motor vehicle on a public highway, but “operating a motor vehicle” shall not mean maintaining the instruments of control while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(c) “Use” means talking on or listening to a wireless telephone or engaging the wireless telephone for text messaging or other similar forms of manual data entry or transmission.

(d) “Wireless telephone” means a telephone that operates without a physical, wireline connection to the provider’s equipment. The term includes, without limitation, cellular and mobile telephones.

(2) A person under eighteen years of age shall not use a wireless telephone while operating a motor vehicle. This subsection (2) does not apply to acts specified in subsection (3) of this section.

(3) A person shall not use a wireless telephone for the purpose of engaging in text messaging or other similar forms of manual data entry or transmission while operating a motor vehicle.

Therefore, staff suggests that there is no need to consider/adopt a separate ordinance.

Proposed Schedule for 2023 Town Budget:**Department Distribution**

Administration
 Water
 Police
 Fire
 Public Works (Roads & Parks)

Week of July 25

Week of August 1
 Week of August 8
 Week of August 15
 Week of August 22
 Week of August 29

Department One-on-one

September 6—16

***Distribute Draft Budget*

September 22 Board meeting

Preliminary 2023 Budget Presentation

*Review Budget Schedule
 Publication for Hearing*

Thursday, September 29 by Dept

*October 13 Board meeting
 Send October 14 to publish week of October 24*

***Distribute Revised Draft*

October 27 Board meeting

Review of Proposed 2023 Budget**Thursday, November 3 - Special Public Meeting****2023 Budget Public Hearing**

Thursday, November 10 regular Board meeting

**No meeting on November 24 (Thanksgiving)*

2023 Budget Adoption

Thursday, December 8 Board meeting

**No meeting December 22 (Christmas week)*

File 2023 Budget

*County – December 15 (mill levy certification)
 DOLA - January 31 (budget adoption)*