



BOARD OF TRUSTEES MEETING

Thursday, March 13, 2025 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

Invocation - by Trustee Caves

Pledge of Allegiance

Presentations

1. Acknowledge Planning Commission Members for Service

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.*

2. Minutes from February 27, 2025 Meeting
3. Checks over \$15,000 - Economic & Planning Systems Inc (\$15,090) for Fiscal Impact Draft Report

Staff/Department Reports

4. Water
5. Public Works including Roads & Park Maintenance
6. Police
7. Fire
8. Administration
9. Attorney
10. Administrator/Clerk

Business Items

- [11.](#) Direction for Single Hauler Collection Services
- [12.](#) Discussion/ Direction for Elephant Rock Property
- [13.](#) Resolution 25-2025 to Authorize Agreement for Election Assistance
- [14.](#) Direction on Term Limits for Board/Commission Citizen Appointments
- [15.](#) Direction on Maximum Figure for Police Command Vehicle
- [16.](#) Direction on Board of Trustee Expectations
- [17.](#) Direction on Mayor & Trustee Job Descriptions
- [18.](#) Direction to Revise Public Comment Policy
- [19.](#) Direction to Revise the Board Mission and Vision
- [20.](#) Direction on Board Member Ground Rules
- [21.](#) Consider Policy for Annual Designation of Board Members (Liaison)
- [22.](#) Consider Town Purchase Policy

Public Comment - *Public comments are encouraged to be emailed to the Town office at info@palmer-lake.org with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please step to the microphone, state your name and address for the record, and address the Board on matters not on the agenda. Please note that the Board will not take action on your comment but may refer it to staff and/or a future meeting agenda. Public members are allowed up to 3 minutes for comments. Thank you!*

Board Reports**Next Meeting (March 27) and Future Items**

Convene to Executive Session - *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) – revisions to EcoSpa lease agreement.*

Reconvene to Open Session**Adjourn**

Americans with Disabilities Act

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



BOARD OF TRUSTEES MEETING
Thursday, February 27, 2025 at 6:00 PM

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

MINUTES

Call to Order. Mayor Havenar called the meeting to order at 6:01 pm.

Roll Call. Present: Mayor Glant Havenar; Trustees Atis Jurka, Shana Ball, Tim Caves, Amy Hutson, Kevin Dreher, Dennis Stern.

Pledge of Allegiance. Trustee Jurka led the pledge.

Presentation

1. Lewis Palmer High School Hockey Presentation to PLPD. Lewis Palmer Hockey Coach Scott and Jill Bradley presented Outdoor Classic swag to Fire Chief Vincent and a framed wall piece highlighting the Palmer Lake Honor Guard to Police Chief Smith.

Consent Agenda. MOTION (Ball, Dreher) to approve the consent agenda including items 2) Minutes from February 13, 2025 Meeting; 3) Financials (January); and 4) Checks over \$15,000 - JR Engineering LLC (\$16,484.26) for Design of Spruce Mtn Rd Improvement. Roll call vote – aye 7; nay 0. Motion passed.

Administrator Collins remarked that the agenda inadvertently left off a few staff reports and requested a moment for staff.

Mayor Havenar asked Chief Glen Smith if he had a report and he responded that the vehicle discussed in the prior workshop is requested to explore to bring back details. No member objected.

Attorney Krob provided an update on the three independent impact reports relating to the proposed annexation for Buc-ee's development. He stated the final traffic impact report was received and will be distributed and posted. Town staff has not yet received the draft fiscal impact nor the water resource reports.

Collins provided CDOT's response to the inquiry about the south end of town limit sign being moved. According to CDOT engineering, it was improperly placed in the past, and it is correctly installed, where the town limits cross the highway, which is near Circle. Collins asked permission to explore options for a town sign at the start of the town boundary. Collins reported that CivicRec reservation system is underway being built, the cross connection program information being communicated to Hydro Corp, and she announced an El Paso County Economic Development meeting at town hall on April 3. She reviewed Tri-Lakes Chamber meetings and stated the dates for the CML conference. Collins informed the Board of upcoming special events, including a farmers market at Centennial Park starting May 25

and consecutive Sundays until October; the Easter egg hunt and pancake breakfast on April 19; and a comedy event on April 12. Ms. Jennifer Rausch provided the details from the Arts Council.

Trustee Jurka offered gratitude to the Water department for the hydrant map.

Mayor Havenar recused herself from the public hearing item, disclosing that she is the listing agent for one of the three properties. Mayor Pro Tem Stern introduced the public hearing.

Public Hearing

5. Application for Resubdivision/Replat, Tudor Manor Crossing (Willan). Mr. Richard Willan explained the application for replat to clean up three property lines. No person spoke for or against the application. Mayor Pro Tem Stern closed the hearing.

Business Items

6. Resolution 19-2025 to Approve Replat of Lots, Tudor Manor Crossing (Willans). Trustee Caves asked about Planning Commission's review of the application with a response that it was unanimously recommended for approval. MOTION (Caves, Ball) to approve Resolution 19-2025 to approve the replat as presented. Roll call vote – aye 6; nay 0; abstain 1 (Havenar). Motion passed.

7. Resolution 20-2025 to Approve Citizen Appointments to the Planning Commission. Mayor Havenar called Mr. Andre Bergeron and Mr. Mike Beeson to the podium to introduce themselves. MOTION (Ball, Hutson) to approve Resolution 20-2025 to approve the citizen appointments of Mr. Beeson and Mr. Bergeron to the Planning Commission. Roll call vote – aye 7; nay 0. Motion passed.

8. Resolution 21-2025 to Approve Amended Excessive Water Leak Policy. Collins explained the modification to the excessive leak policy providing relief to any water account holder and a revised method to determine the relief amount. Mr. Matt Beverly suggested looking at the water meter system of Woodmoor Water District. Collins explained that replacing the meters was previously brought to the Board to consider at budget and it was not approved. She further stated that a news item is posted fairly regular that suggests a tool to be notified of use on a water line. MOTION (Stern, Dreher) to approve Resolution 21-2025 to amend the excessive water leak policy. Roll call vote – aye 7; nay 0. Motion passed.

9. Resolution 22-2025 to Authorize Professional Service Agreement for Feasibility Study for Public Safety Building Location. Discussion took place about the two proposals. Collins explained the determination of staff for the overall lower cost proposal for an amount of \$24,000 and reviewed the three locations, including the current site, the elephant rock site, and the offered site abutting the railway by Mr. James Fitzgerald off Hwy 105. Ms. Marty Brodzik clarified that the study is for the location only. Ms. Jennifer Rausch suggested including response time from each location. Mr. Matt Stephen stated the scope seems to cover traffic and timing for emergency apparatus. MOTION (Ball, Hutson) to approve Resolution 22-2025 to authorize the agreement for a feasibility study for a public safety building site as presented for \$24,000. Roll call vote – aye 7; nay 0. Motion passed. Collins thanked Board members for supporting this effort as it has been a long time discussion for the PLPD and PLFD.

10. Resolution 23-2025 to Authorize Signature and Filing MS4 Annual Report. Mayor Havenar explained the annual report in response to the required MS4 permit. MOTION (Ball, Jurka) to approve Resolution 23-2025 to authorize signature and submittal of the annual report. Roll call vote – aye 7; nay 0. Motion passed.

11. Resolution 24-2025 to Renew Memo of Understanding for Domestic Violence, PLPD. Chief Smith noted this is a renewal of a five year agreement with multiple agencies. MOTION (Ball, Dreher) to approve Resolution 24-2025 to renew the MOU for PLPD. Roll call vote – aye 7; nay 0. Motion passed.

Public Comment. None.

Board Reports. Trustee Ball stated that she attended her first 911 authority meeting and explained the benefit of Peak Alerts. Trustee Caves stated he attended the Planning Commission meeting and is pleased that the commission vacancies are filled. Trustee Stern reported that he attended Parks Commission and there is a lot of work that commission volunteer members do for the town. Mayor Havenar stated she attended Board of Health and explained there will be a national search for a new director due to Director Wheelan's retirement.

Next Meeting (3/6 workshop; 3/13 meeting) and Future Items

Convene to Executive Session. MOTION (Stern, Dreher) to convene to executive session at 6:53 pm for the purpose of:

A) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – elephant rock property lease review (EcoSpa); and

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

Roll call vote – aye 7; nay 0. Motion passed.

Reconvene to Open Session at 7:47 pm.

Adjourn. MOTION (Ball, Stern) to adjourn at 7:48 pm. Motion passed.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk

Vendor ID	Name	Payment Number	Check Date	Check Number			
ECONOMICPLANNIN	ECONOMIC & PLANNING SYSTEMS	0002902	3/6/2025	50505			
Invoice Number	Date	Description	Amount	Amount Paid	Discount	Net Amount Paid	Item 3.
243128-2	2/1/2025	Buc-ees fiscal impact analy	\$15,090.00	\$15,090.00	\$0.00	\$15,090.00	

Totals:			\$15,090.00	\$15,090.00	\$0.00	\$15,090.00	
----------------	--	--	-------------	-------------	--------	-------------	--

LMP100 M/P CHECK



Economic & Planning Systems, Inc.

The Economics of Land Use

455 Capitol Mall, Suite 701
Sacramento, CA 95814
(916) 649-8010 phone
(916) 649-2070 fax
www.epsys.com

INVOICE

EPS Employer ID: 94-3056856
Pay by mail using address at upper right
or pay by ACH to Mechanics Bank
Routing: 121102036; Account: 3505421955

Dawn Collins
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, CO 80133

January 31, 2025
Invoice No: 243128 - 2

Project Manager Christian Carroll PIC Daniel Guimond

Total Project Budget 24,940.00

Project 243128 Palmer Lake Buc-ees Fiscal Impact Analysis

dawn@palmer-lake.org; scott@kroblaw.com

Professional Services for the Period: January 1, 2025 to January 31, 2025

Task 01 Fiscal Impact Analysis

Professional Services

	Hours	Rate	Charge
Sr. Principal			
Guimond, Daniel	8.00	270.00	2,160.00
Guimond, Daniel	26.00	275.00	7,150.00
Associate			
Carroll, Christian	6.00	150.00	900.00
Carroll, Christian	30.50	160.00	4,880.00
Totals	70.50		15,090.00
Total Labor			15,090.00
		Task Total	\$15,090.00
		Total Project Invoice Amount	\$15,090.00

10-21-5109-040
REIMB MKC

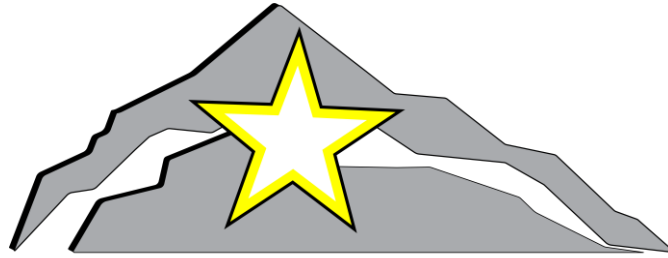
Town of Palmer Lake Monthly Water Usage

Month Year February 2025

	Gallons	Acre Ft
Surface Water	1,799,000	5.52
Well A2	0	0
Well D2	1,458,000	4.47
Total	3,257,000	10.00
Avg. Gal/Day	116,000	0.36

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

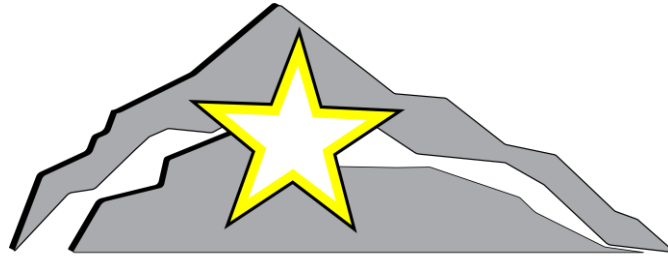
Total 0 Af



Town of Palmer Lake

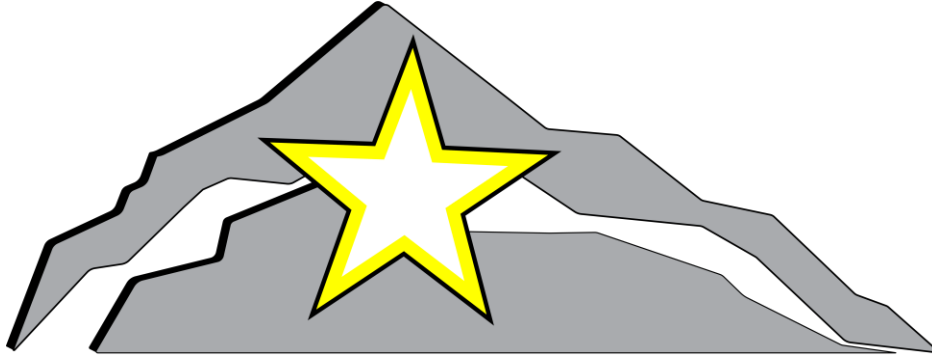
Board of Trustees Summary Sheet

	February 2025
Title	Public Works Monthly Report
Date	March 6, 2024
Contact	Stacy DeLozier
Summary	<p>Grade and Mag Roads Dust control Cut drainage ditches on roads around PL City Limits Cold Patch Asphalt Potholes all over Town Clean out various road culverts Cut tree limbs/ brush from roadways and parks Old dirt bike track is all leveled out now for PLFD community burn pile Replace and repair applicable road signs Perform routine maintenance on all equipment Empty trash cans at Lake Rec. area, parks, Pickleball Court and trailhead daily Fix and maintain split rail fences around lake and town Maintain Trailhead parking Kiosk daily, added 3 new Park signs Gave a mini class to PLPD on Trailhead Kiosk Machine Attended lots of various meetings Removed Christmas lights/ decorations all around town The Pickleball Court bathrooms are still being worked on, not open yet Coordinate placement of Port A Potty's around town and move when needed for Parks Winter cleaning and maintenance around the shop/yard Helped with lots of small projects at Town Hall, PLFD and PLPD Several street-cut permits issued throughout PL City limits Monthly playground maintenance and inspection Work with parks and Awake The Lake on various projects Did the monthly repairs/ maintenance on all Parks lawn mowers/ equipment. New section of EZ Dock has been bought and is at our PW yard now, will install come early Spring</p>
Training	<p>Ongoing weekly/ monthly safety training and meetings Carson is signed up for the Cirsa Playground Inspection Class 4/23</p>



Town of Palmer Lake

Other Activity	Parks and USAFA are in the process of starting to build a new Pedestrian Bridge in the Glen. PLES roadway project is all finished up. Spruce Mt. road is in the design process with JR Engineering. GMS is working on the 105 sidewalk design. Working with Habitat Management for Spring and Summer abutment weed mitigation.
-----------------------	--



Town of Palmer Lake

Board of Trustees Summary Sheet

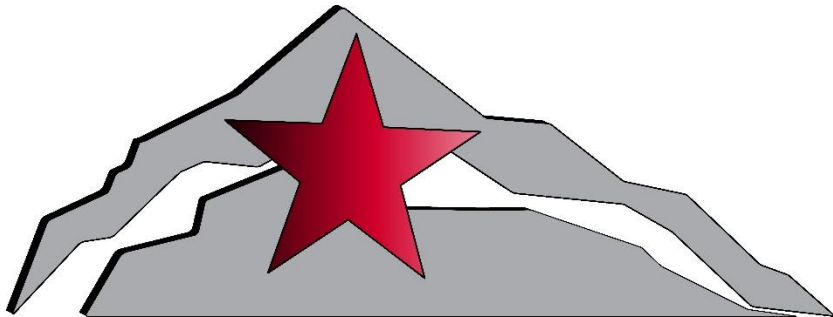
	January & February 2025
Title	PARKS Report
Date	3/13/2025 Board meeting; 3/11/2025 Parks meeting
Contact	Parks & Trails Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 32 hr. Clerical (email, calls, grants, spreadsheets) : 34 hr. Miscellaneous Meetings (other than Parks) : 26 hr.
Total Volunteer Time	Total = 92.0 hours
Upcoming Activity	Parks Meeting 3/11, Workshop 3/25



Board of Trustees Summary Sheet

March 2025	
Title	Police Monthly Report
Action	N/A
Date	02/01-02/28/2025
Contact	Lieutenant A. Lundy
Summary	In the Month of February 2025, the PLPD made 41 traffic stops and issued 20 citations. Also, in the month of February 30 reports were taken and there were 11 traffic accidents. PLPD officers charged 1 domestic violence in the month of February. PLPD made 19 citizen contacts.
Training	All officers attended Red/green dot transition training through a span of 2 days on the Palmer Lake range. All officers were assigned to complete 4 separate Driving skills courses.
	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Other Actions	PLPD aided the Monument Police Department with firearms training at the Palmer Lake range over a span of 2 additional days.
Calls for service	PLPD officers responded to 565 calls for service this month. This is a jump in calls from the prior month.

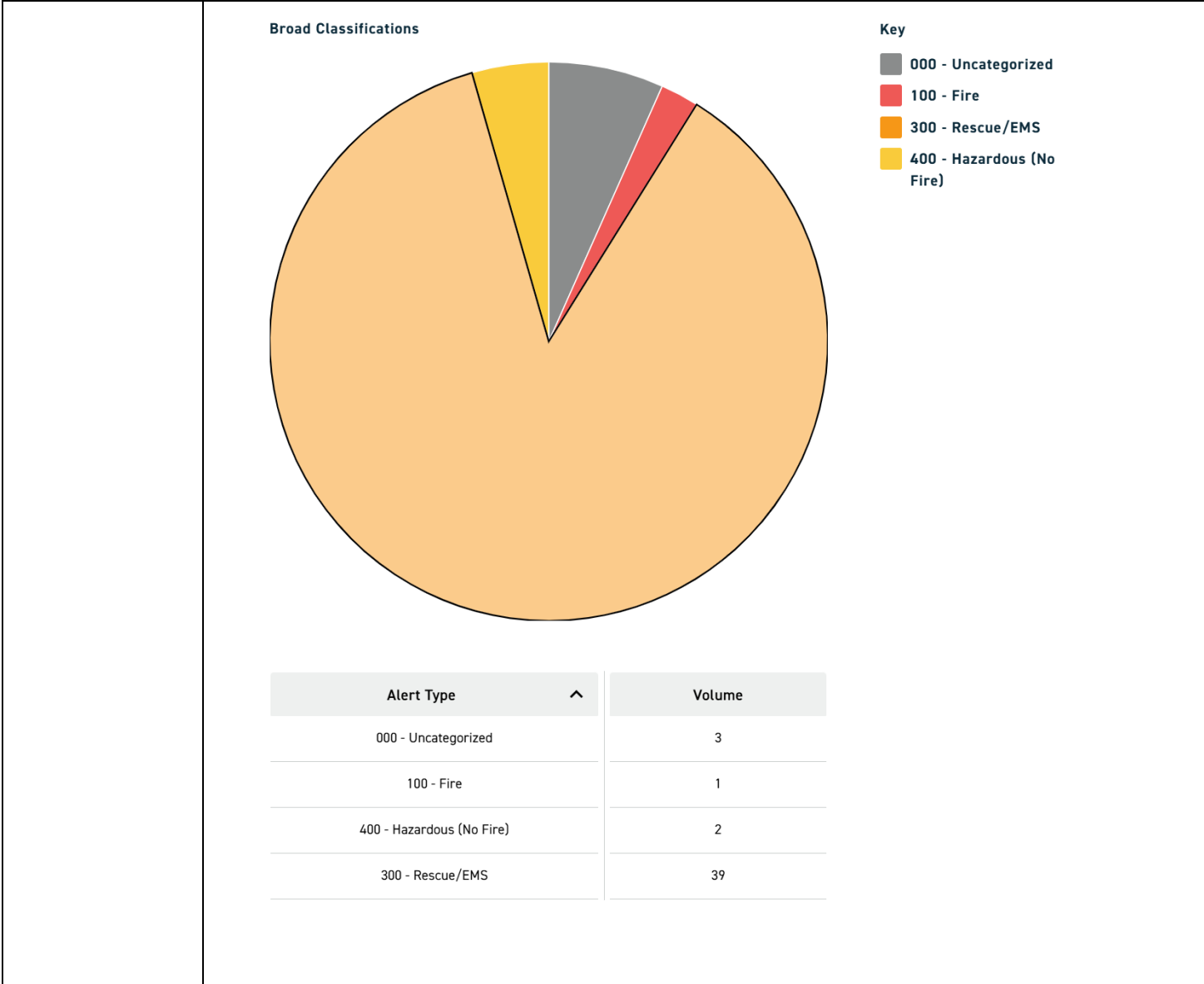
S.T.E.P.	S.T.E.P. was instituted in March of 2021 and has made a great impact on police operations and overall street safety of Palmer Lake. Accidents are more infrequent and speeds through town have slowed dramatically during these shifts. This program has provided a consistent avenue for extra duty while keeping speeds down and the streets safer for residents. Proceeds from the S.T.E.P. program have been utilized to alleviate the PLPD fleet.
----------	--



PALMER LAKE FIRE DEPARTMENT

Board of Trustees Summary Sheet

Title	Fire Department Report- June 2024
Date	Febuary 2025
Contact	John Vincent, Chief
Summary	Department SCBAs received annual flow tested Department personnel training on use of UTVs Structure Fire Academy started February 1st.



Training	117 hours
Photographs	N/A
Other Action	
Code Enforcement	N/A



Board of Trustees Summary Sheet

	Feb 2025 – Mar 2025																	
Title	Administration																	
Date	03/05/2025																	
Contact	Admin personnel																	
Kiosk Revenue	<p>February Collections for the Kiosk</p> <p>\$ 1,738.40 Gross Collections (328 Transactions)</p> <p>\$ (98.40) Fees</p> <p>\$ (70.00) Monthly T2 Svc charge</p> <hr/> <p>\$ 1,570.00 Net Collections - February</p> <p>YTD Collections 2025 - YTD Transactions: 588</p> <p>\$ 3,116.40 Gross Collections</p> <p>\$ (176.40) Fees</p> <p>\$ - Supplies (Kiosk Paper)</p> <p>\$ (140.00) Monthly T2 Svc charge</p> <hr/> <p>\$ 2,800.00 Net Collections</p> <p>\$ (316.40) Total Fees and Maintenance 11%</p>																	
Contact Us (online)	<table border="1"> <thead> <tr> <th>Created</th> <th>First Name</th> <th>Subject</th> </tr> </thead> <tbody> <tr> <td>2/1/2025</td> <td>TYLER</td> <td>Palmer lake pavilion size and availability</td> </tr> <tr> <td>2/6/2025</td> <td>Linda</td> <td>Kaiser Frazer</td> </tr> <tr> <td>3/5/2025</td> <td>Michael</td> <td>Paying a ticket</td> </tr> <tr> <td>3/5/2025</td> <td>Roseanne</td> <td>Do you rent out a room for events?</td> </tr> </tbody> </table>			Created	First Name	Subject	2/1/2025	TYLER	Palmer lake pavilion size and availability	2/6/2025	Linda	Kaiser Frazer	3/5/2025	Michael	Paying a ticket	3/5/2025	Roseanne	Do you rent out a room for events?
Created	First Name	Subject																
2/1/2025	TYLER	Palmer lake pavilion size and availability																
2/6/2025	Linda	Kaiser Frazer																
3/5/2025	Michael	Paying a ticket																
3/5/2025	Roseanne	Do you rent out a room for events?																
Land Use permits Issued	<p>February 2025</p> <p>Type: Single Family; Qty: 0</p> <p>Other; Qty: 5</p> <p>Total water taps issued: 1042</p>																	

Business Licenses

BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE	2025	2025
	Feb	Feb
Business Type	STR	other
New Licenses	0	4
Licenses Renewed	0	10
Licenses Expired	0	0
Businesses Closed	0	0
CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)		
	40	155
TOTAL CURRENT BUSINESS LICENSES (New + Renewed)		
	195	

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

SCHEDULED TO RENEW IN APRIL 2025:

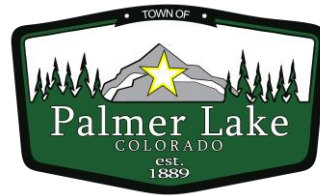
BUSINESS NAME
All American Dumpster LLC
Anthony Taylor
Elizabeth Helland
Go 2 Prime Roofing dba Prime Roofing
Mountain Tapestry Press
Pampered Paws Grooming
PBK Supply, LLC
Robert Wilson
Star View Circle LLC
Tri-Lakes Building Co., Inc.

Water Billing

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	41,405,900	11
2023	Jan-Dec	1018	44,855,150	7
2024	Jan-Dec	1,022	47,011,334	0
2025	January	1022	3,505,500	0
	February	1022	3,114,600	1
	YTD	1,022	6,620,100	1

Grant Activity Updates	Dept	Name	Grantor	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
	<i>Police</i>	<i>Training (Chief)</i>	<i>TLWC</i>	chief refresher training	\$3,000	\$500.00	Submitted 2/12.
	<i>Admin</i>	<i>Public Safety Facility</i>	<i>DOLA - Energy Impact Assistance Fund</i>	public safety facility feasibility study	\$12,500	\$12,500	Awarded. RFP awarded to Architivity & Architetto (Ron & Ryan) \$24k

Staffing Activity	<ul style="list-style-type: none"> • Continued advertising for Water ORC • PLPD in discussions for F/T Officer
-------------------	--



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Update on Proposed Annexation & Final Impact Reports
Presented by: Town Attorney		

Background

As Board members are aware, the petition to annex property at the southwest corner of County Line and I25 has been withdrawn.

Additionally, as requested by the Board of Trustees, for an additional charge (and reimbursed), consultants have agreed to present the final impact reports upon completion of the three final reports for Q&A with the Board.

Attorney Krob will provide an update on this topic.

Recommended Action

No action required.

MONUMENT RIDGE WEST, LLC
5055 LIST DRIVE
COLORADO SPRINGS, CO 80919

March 5, 2025

Town of Palmer Lake
Ms. Dawn Collins
PO Box 208
Palmer Lake, CO 80133

Email: dawn@palmer-lake.org

Dear Ms. Collins:

On behalf of Monument Ridge West, LLC (the "Applicant"), please accept this letter as the withdrawal of the Applicant's pending applications for annexation. Copies of the pending applications are attached to this letter for clarity.

The Applicant will resubmit modified applications in the near future, and will be in touch shortly on a proposed timeframe.

Very truly yours,

MONUMENT RIDGE WEST, LLC

Maria M. Larsen

Maria Larsen, manager

cc: Mr. Scott Krob
Mr. Craig Dossey
Ms. Nina Ruiz
Ms. Sara Frear

CERTIFICATE *of* SIGNATURE

REF. NUMBER
GXR9L-AAHY-YK2PW-6P2QZ

DOCUMENT COMPLETED BY ALL PARTIES ON
05 MAR 2025 19:06:14 UTC

SIGNER

MARIA M. LARSEN

EMAIL
MARIA13.NBT@GMAIL.COM

TIMESTAMP

SENT
05 MAR 2025 18:17:27 UTC

VIEWED
05 MAR 2025 19:05:44 UTC

SIGNED
05 MAR 2025 19:06:14 UTC

SIGNATURE

Maria M. Larsen

IP ADDRESS
98.238.103.153

LOCATION
FORT MYERS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
05 MAR 2025 19:05:44 UTC



ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 0.0253 acres more or less.

- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 30 feet contiguous to the Town of Palmer Lake.

 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.

 - c. The area for which annexation is sought will be urban in character in the near future.

 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.

 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.

 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.

 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.

 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

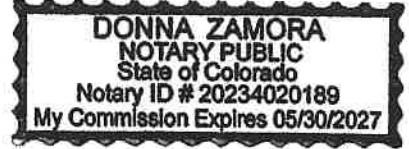
STATE OF COLORADO)
) ss.
COUNTY OF El Paso

Subscribed and sworn to before me this 18th day of October,
2024,

by Maria Lausew

Donna Zamora
Notary Public

My commission expires:
5/30/2027



BUC'EES PALMER LAKE NO. 1 ANNEXATION MAP
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE; THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING;

THENCE SOUTH 79°25'16" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 77°30'12" WEST, A DISTANCE OF 75.00 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 WITH THE SOUTH LINE OF SAID DECLARED PUBLIC HIGHWAY; THENCE COINCIDENT WITH SAID WEST LINE NORTH 00°57'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,102 SQUARE FEET OR 0.0253 ACRES.

SIGNED THIS DAY OF 20

BY: AS: OF:

NOTARY:

I HEREBY CERTIFY THAT ON THE DAY OF 20, APPEARED BEFORE

ME, AS OF

A COLORADO, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY PUBLIC MY COMMISSION EXPIRES:

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS DAY OF 20

PLANNING DIRECTOR

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS DAY OF OF 20

MAJOR DATE

ATTEST:

TOWN CLERK DATE

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 180.00 FEET.
• ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 30.00 FEET (16.67%).
• PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 30.00 FEET (16.67%).

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS DAY OF 20

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

NOTES:

- 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'31" EAST, A DISTANCE OF 5334.45 FEET, AS MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001" 0.3' BELOW GRADE AND AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS17496" 0.4' BELOW GRADE IN MONUMENT BOX
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE.
6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.

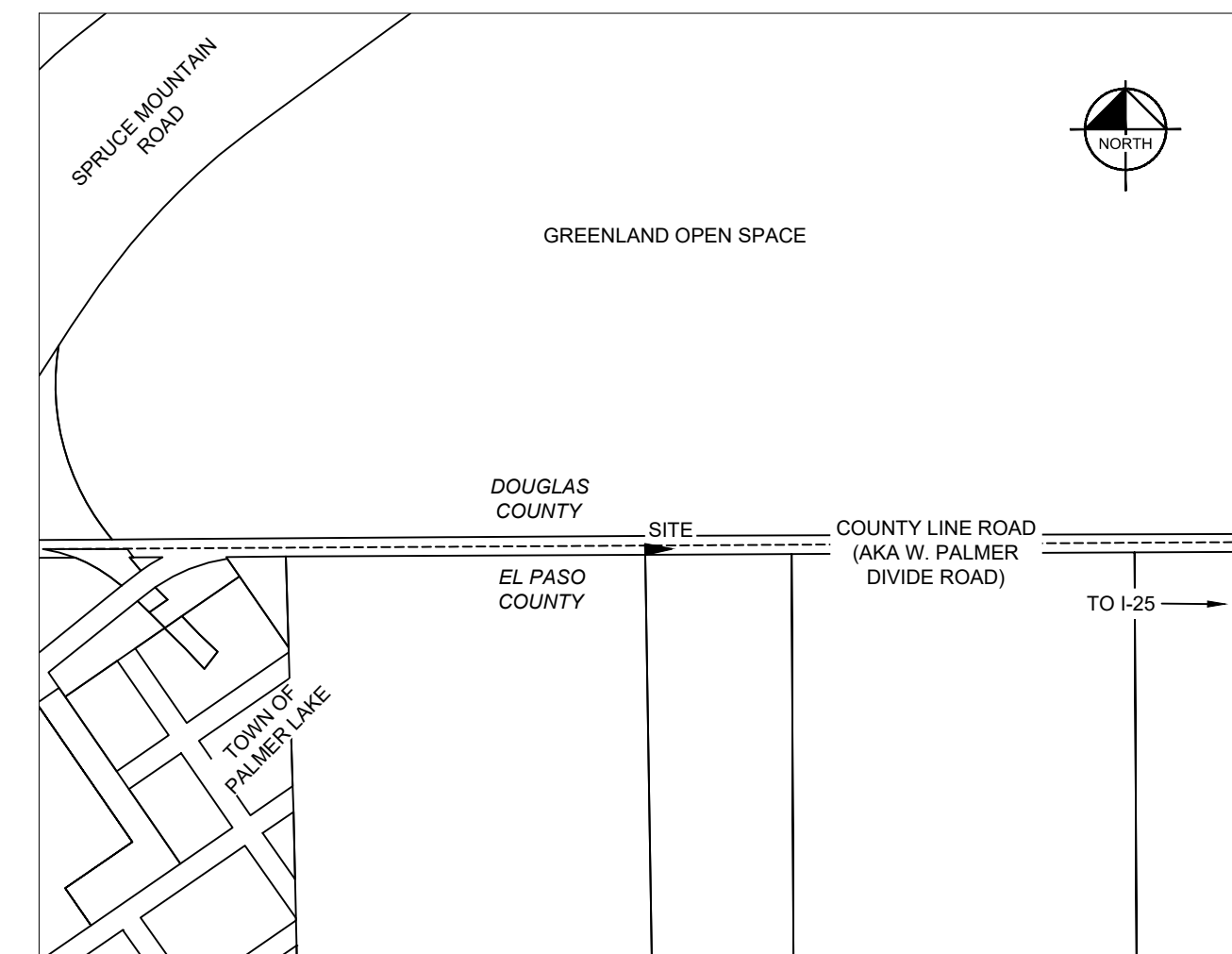
TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS DAY OF OF 20

MAJOR DATE

ATTEST:

TOWN CLERK DATE



CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT O'CLOCK _M.

THIS DAY OF 20 A.D.,

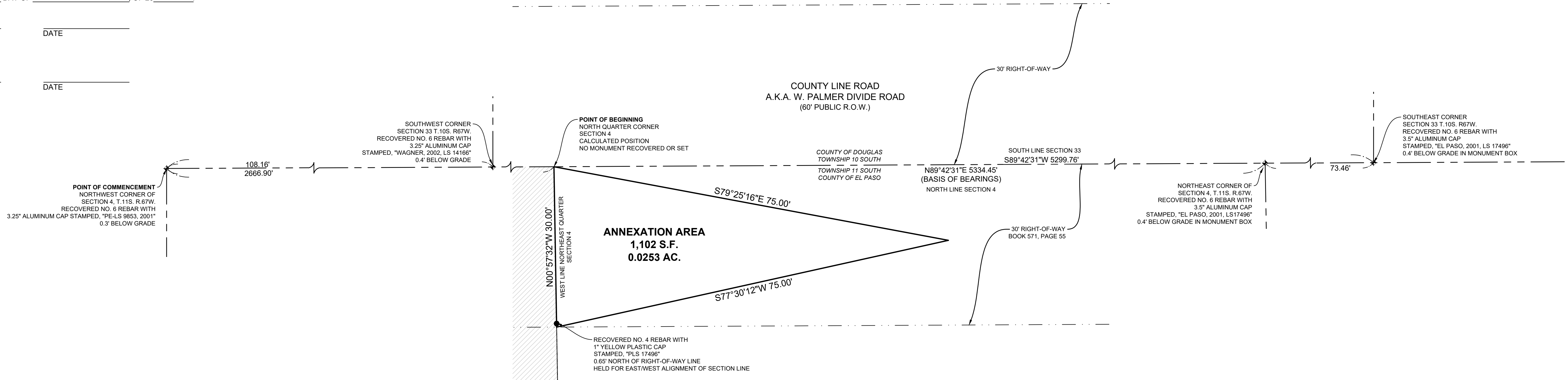
AND IS DULY RECORDED AT RECEPTION NO. OF THE RECORDS COUNTY OF EL PASO, COLORADO

RECORDER

BY: DEPUTY

FEE:

SURCHARGE:



LEGEND

- Recovered Section Corner as Noted
Recovered Property Monument as Noted
Boundary to be Annexed
Existing City Limits
Section Line
Right-of-Way Line

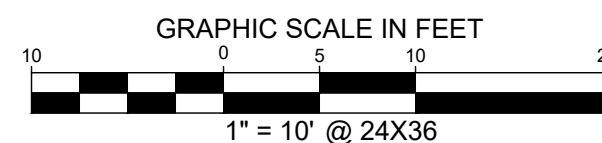
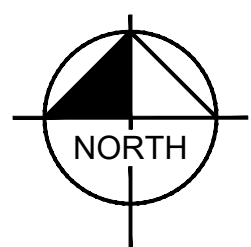


Table with columns: No., DATE, REVISION DESCRIPTION

Kimley Horn logo and contact information: 6200 S. SYRACUSE WAY, # 300 GREENWOOD VILLAGE, CO 80111

Table with columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No.

NAME: HORN, DAVI... BUC'EES PALMER LAKE CADASTRIAL ANNEXATIONS 19094002 - BUC'EES PALMER LAKE CADASTRIAL ANNEXATIONS 19094002 - PLOTTED BY: FELDER, JEREMY 10/15/2024 4:10 PM LAST SAVED: 10/14/2024 1:50 PM



A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;

THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 79°25'16" EAST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 77°30'12" WEST, A DISTANCE OF 75.00 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 WITH THE SOUTH LINE OF SAID DECLARED PUBLIC HIGHWAY;

THENCE COINCIDENT WITH SAID WEST LINE NORTH 00°57'32" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,102 SQUARE FEET OR 0.0253 ACRES.

ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 0.1037 acres more or less.
- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 150 feet contiguous to the Town of Palmer Lake.
 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.
 - c. The area for which annexation is sought will be urban in character in the near future.
 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.
 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.
 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.
 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.
 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

STATE OF COLORADO)

) ss.

COUNTY OF El Paso)

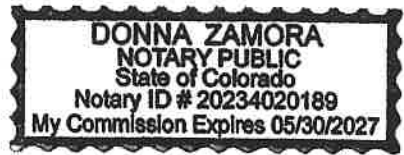
Subscribed and sworn to before me this 18th day of October,
2024,

by Maria Lausew

Donna Zamora
Notary Public

My commission expires:

5/30/2027



BUC'EES PALMER LAKE NO. 2 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;
THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 88°39'59" EAST, A DISTANCE OF 375.00 FEET;
THENCE SOUTH 86°44'54" WEST, A DISTANCE OF 375.00 FEET;
THENCE NORTH 77°30'12" EAST, A DISTANCE OF 75.00 FEET;
THENCE NORTH 79°25'16" WEST, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,519 SQUARE FEET OR 0.1037 ACRES.

SIGNED THIS _____ DAY OF _____, 20____,

BY: _____ AS: _____ OF: _____

NOTARY:

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, APPEARED BEFORE

ME, _____ AS _____ OF _____

A COLORADO _____, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS _____ DAY OF _____, 20____.

PLANNING DIRECTOR _____

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS _____ DAY OF _____, OF 20____.

MAJOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 900.00 FEET.
• ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 150.00 FEET (16.67%).
• PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 150.00 FEET (16.67%).

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'31" EAST, A DISTANCE OF 5334.45 FEET, AS MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001" 0.3' BELOW GRADE AND AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS17496" 0.4' BELOW GRADE IN MONUMENT BOX
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE.
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.

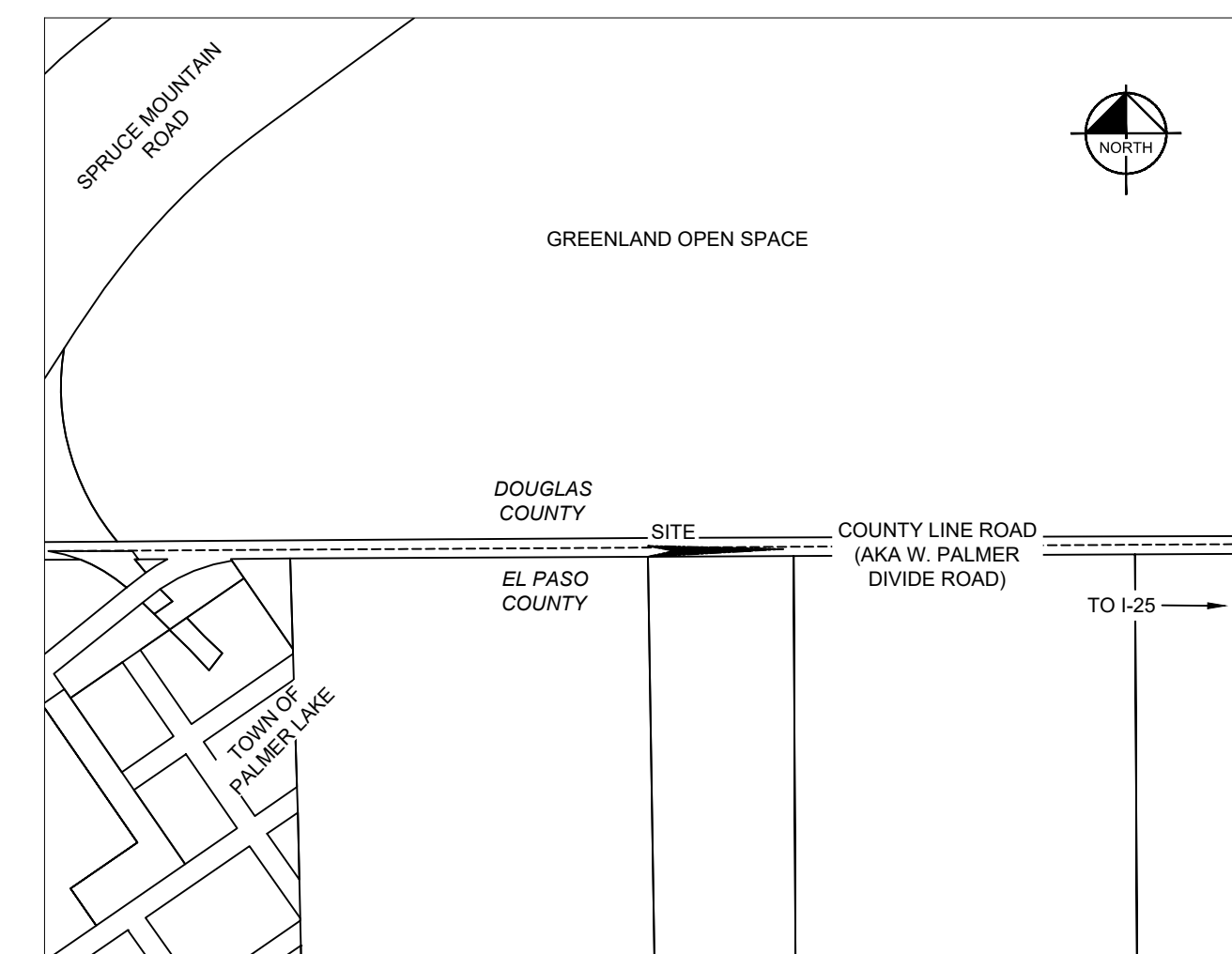
TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS _____ DAY OF _____, OF 20____.

MAJOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____



CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _M.

THIS _____ DAY OF _____, 20____ A.D.,

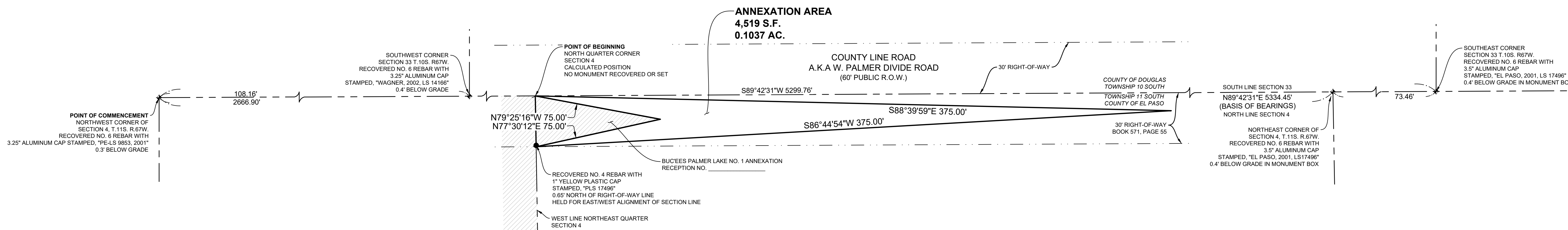
AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS COUNTY OF EL PASO, COLORADO

_____, RECORDER

BY: _____
DEPUTY

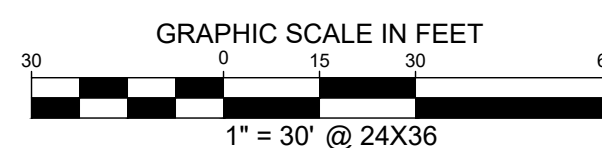
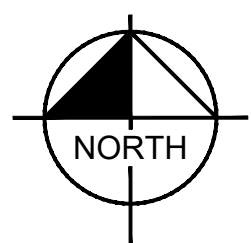
FEE: _____

SURCHARGE: _____



LEGEND

- Recovered Section Corner as Noted
- Recovered Property Monument as Noted
- Boundary to be Annexed
- Existing City Limits
- Section Line
- Right-of-Way Line



No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	JAF	DRW	10/17/24	196094002	1 OF 1



A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;

THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 88°39'59" EAST, A DISTANCE OF 375.00 FEET;

THENCE SOUTH 86°44'54" WEST, A DISTANCE OF 375.00 FEET;

THENCE NORTH 77°30'12" EAST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 79°25'16" WEST, A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,519 SQUARE FEET OR 0.1037 ACRES.

ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 0.5166 acres more or less.

- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 750 feet contiguous to the Town of Palmer Lake.

 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.

 - c. The area for which annexation is sought will be urban in character in the near future.

 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.

 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.

 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.

 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.

 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

BUC'EES PALMER LAKE NO. 3 ANNEXATION MAP
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE; THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING;

THENCE SOUTH 89°49'59" EAST, A DISTANCE OF 1875.17 FEET; THENCE SOUTH 89°15'00" WEST, A DISTANCE OF 1874.82 FEET; THENCE NORTH 86°44'54" EAST, A DISTANCE OF 375.00 FEET; THENCE NORTH 88°39'59" WEST, A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,503 SQUARE FEET OR 0.5166 ACRES.

SIGNED THIS DAY OF , 20, OF:

BY: AS: OF:

NOTARY:

I HEREBY CERTIFY THAT ON THE DAY OF , 20, APPEARED BEFORE

ME, AS OF

A COLORADO, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

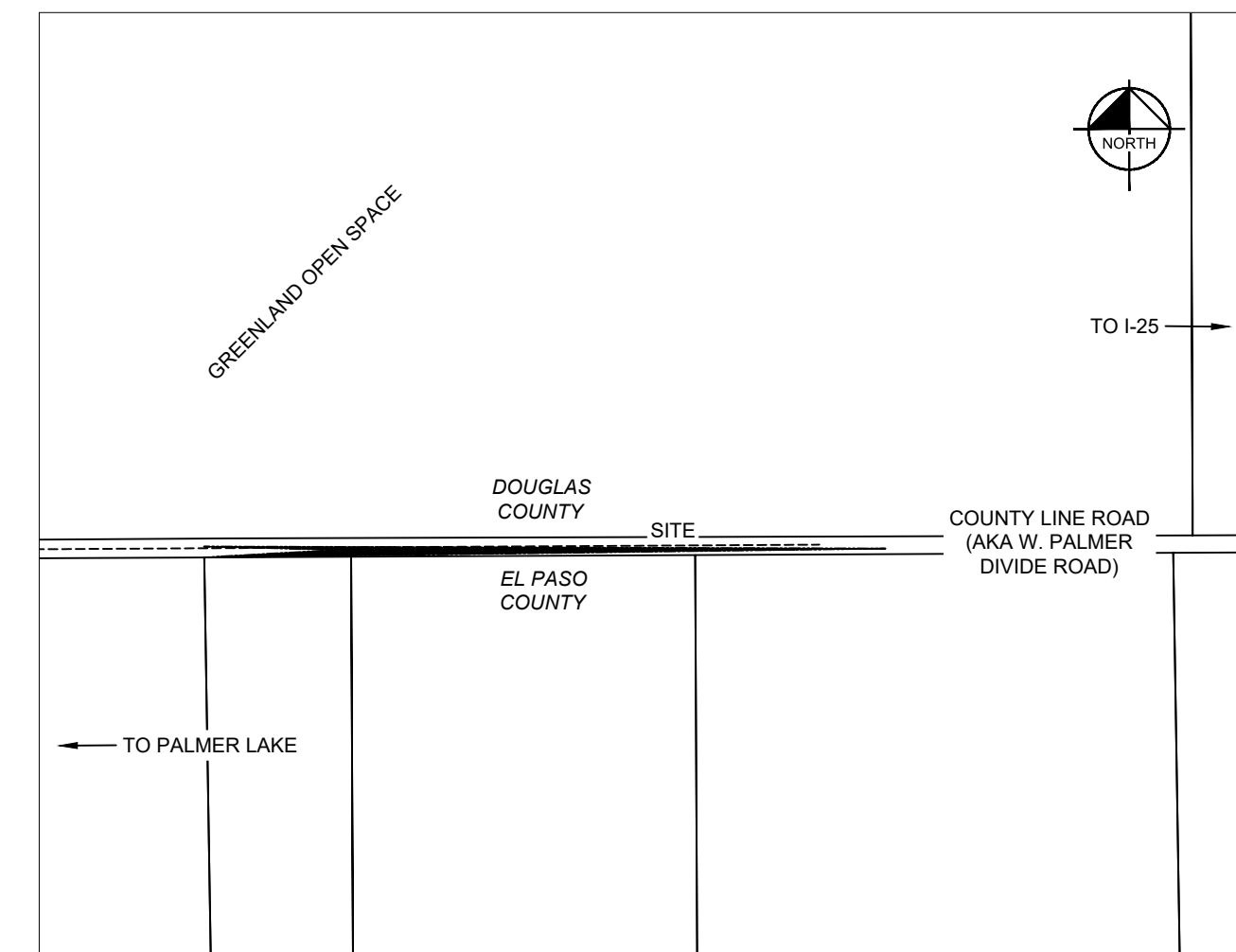
NOTARY PUBLIC MY COMMISSION EXPIRES:

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 4499.99 FEET.
ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 750.00 FEET (16.67%).
PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 750.00 FEET (16.67%).

NOTES:

- 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'31" EAST, A DISTANCE OF 5334.45 FEET, AS MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001" 0.3' BELOW GRADE AND AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS17496" 0.4' BELOW GRADE IN MONUMENT BOX.
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE.
6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.



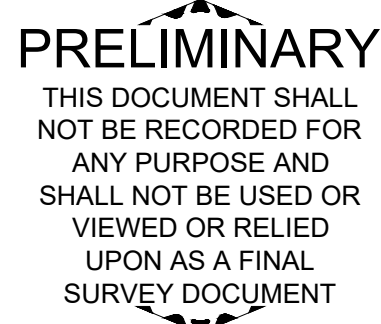
VICINITY MAP
1" = 500'

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS DAY OF , 20.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS DAY OF , 20.

PLANNING DIRECTOR

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS DAY OF , OF 20.

MAJOR DATE

ATTEST:

TOWN CLERK DATE

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS DAY OF , OF 20.

MAJOR DATE

ATTEST:

TOWN CLERK DATE

CLERK AND RECORDER:

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT O'CLOCK _M.

THIS DAY OF , 20 A.D.,

AND IS DULY RECORDED AT RECEPTION NO. OF THE RECORDS COUNTY OF EL PASO, COLORADO

RECORDER

BY: DEPUTY

FEE:

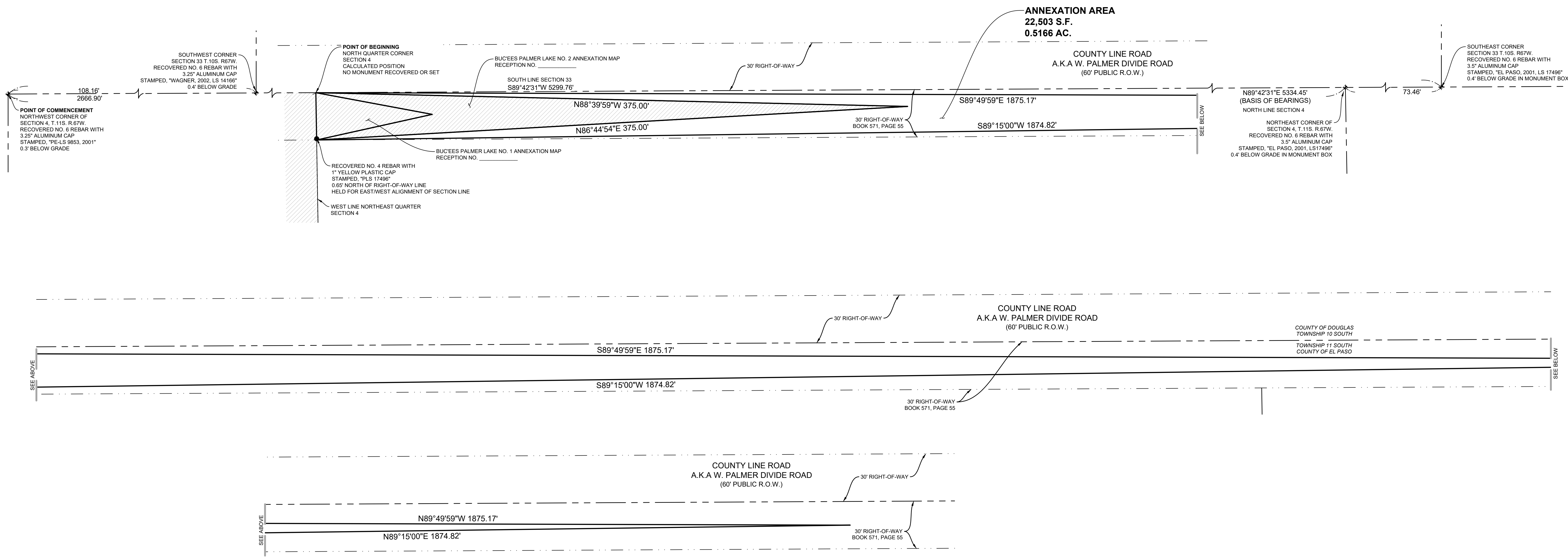
SURCHARGE:

Kimley Horn logo and contact information: 6200 S. SYRACUSE WAY, # 300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com. Includes a table with columns: No., DATE, REVISION DESCRIPTION, Scale, Drawn by, Checked by, Date, Project No., Sheet No.

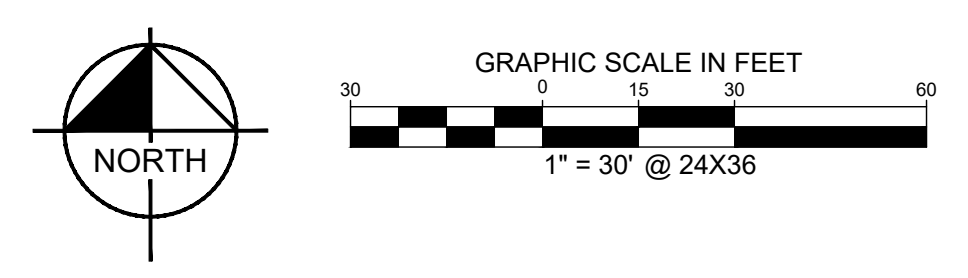
FILED BY: FELDER, JEREMY 10/15/2024 4:39 PM LAST REVISED: 10/15/2024 7:58 AM

BUC'EES PALMER LAKE NO. 3 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO



- LEGEND**
- ◆ RECOVERED SECTION CORNER AS NOTED
 - RECOVERED PROPERTY MONUMENT AS NOTED
 - BOUNDARY TO BE ANNEXED
 - EXISTING CITY LIMITS
 - SECTION LINE
 - - - - - RIGHT-OF-WAY LINE



No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	JAF	DRW	10/17/24	196094002	2 OF 2

NAME: JUDEN, DATE: 10/17/2024, TIME: 10:52:24 AM, FILE: BUC'EES PALMER LAKE CAD/US/REV/DWG/ANNEXATIONS/196094002 - BUC'EES PALMER LAKE CAD/US/REV/DWG/ANNEXATIONS/196094002 - PLOTTED BY: FELDER, JEBBY, 10/15/2024 4:39 PM, LAST SAVED: 10/15/2024 7:58 AM



A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;

THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89°49'59" EAST, A DISTANCE OF 1875.17 FEET;

THENCE SOUTH 89°15'00" WEST, A DISTANCE OF 1874.82 FEET;

THENCE NORTH 86°44'54" EAST, A DISTANCE OF 375.00 FEET;

THENCE NORTH 88°39'59" WEST, A DISTANCE OF 375.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,503 SQUARE FEET OR 0.5166 ACRES.

ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 2.3264 acres more or less.
- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 3,749.99 feet contiguous to the Town of Palmer Lake.
 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.
 - c. The area for which annexation is sought will be urban in character in the near future.
 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.
 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.
 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.
 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.
 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF El Paso

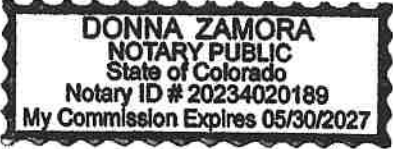
Subscribed and sworn to before me this 18th day of October,
2024,

by Maria Lausew

Donna Zamora
Notary Public

My commission expires:

5/30/2027



BUC'EES PALMER LAKE NO. 4 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;
THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°47'18" EAST, A DISTANCE OF 8630.88 FEET;
THENCE SOUTH 89°35'21" WEST, A DISTANCE OF 8630.54 FEET;
THENCE NORTH 89°15'00" EAST, A DISTANCE OF 1874.82 FEET;
THENCE NORTH 89°49'59" WEST, A DISTANCE OF 1875.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 101,337 SQUARE FEET OR 2.3264 ACRES

SIGNED THIS _____ DAY OF _____, 20_____.

BY: _____ AS: _____ OF: _____

NOTARY:

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20_____, APPEARED BEFORE

ME, _____ AS _____ OF _____

A COLORADO _____, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

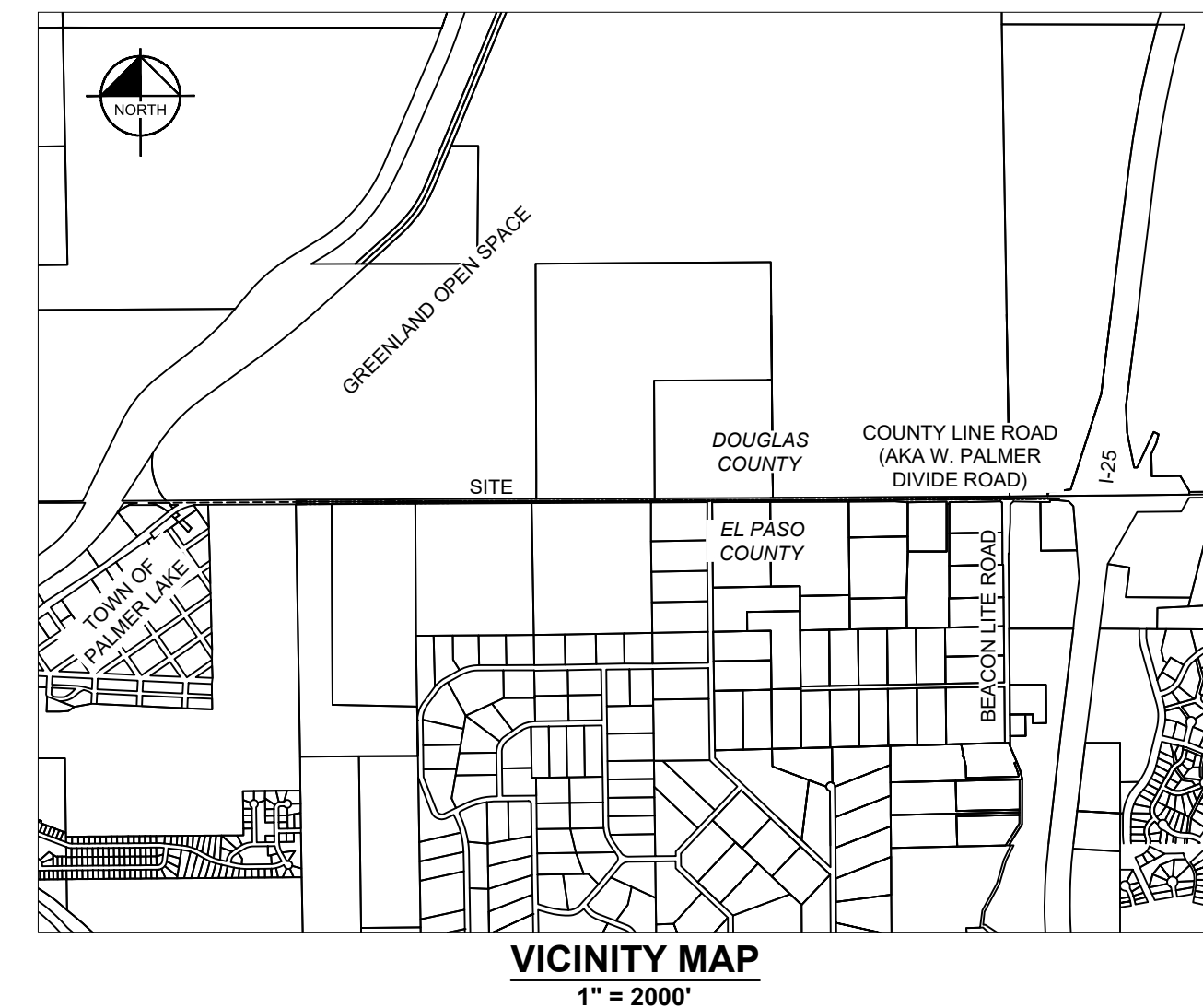
NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 21,011.40 FEET.
 • ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 3501.90 FEET (16.67%).
 • PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 3749.99 FEET (17.85%).

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'31" EAST, A DISTANCE OF 5334.45 FEET, AS MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001" 0.3' BELOW GRADE AND AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS17496" 0.4' BELOW GRADE IN MONUMENT BOX
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE.
6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.

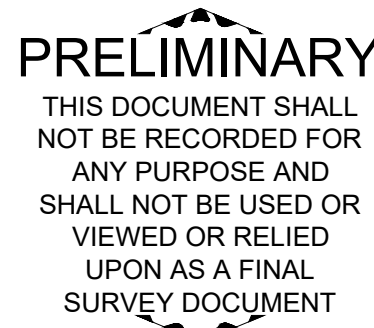


SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____.



DARREN R. WOLTERSTORFF, PLS 38281
 FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
 DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS _____ DAY OF _____, 20_____.

PLANNING DIRECTOR _____

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS _____ DAY OF _____, OF 20_____.

MAJOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS _____ DAY OF _____, OF 20_____.

MAJOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
) SS
 COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _M.

THIS _____ DAY OF _____, 20_____ A.D.,

AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS COUNTY OF EL PASO, COLORADO

_____, RECORDER

BY: _____
DEPUTY

FEE: _____

SURCHARGE: _____

No.	DATE	REVISION DESCRIPTION



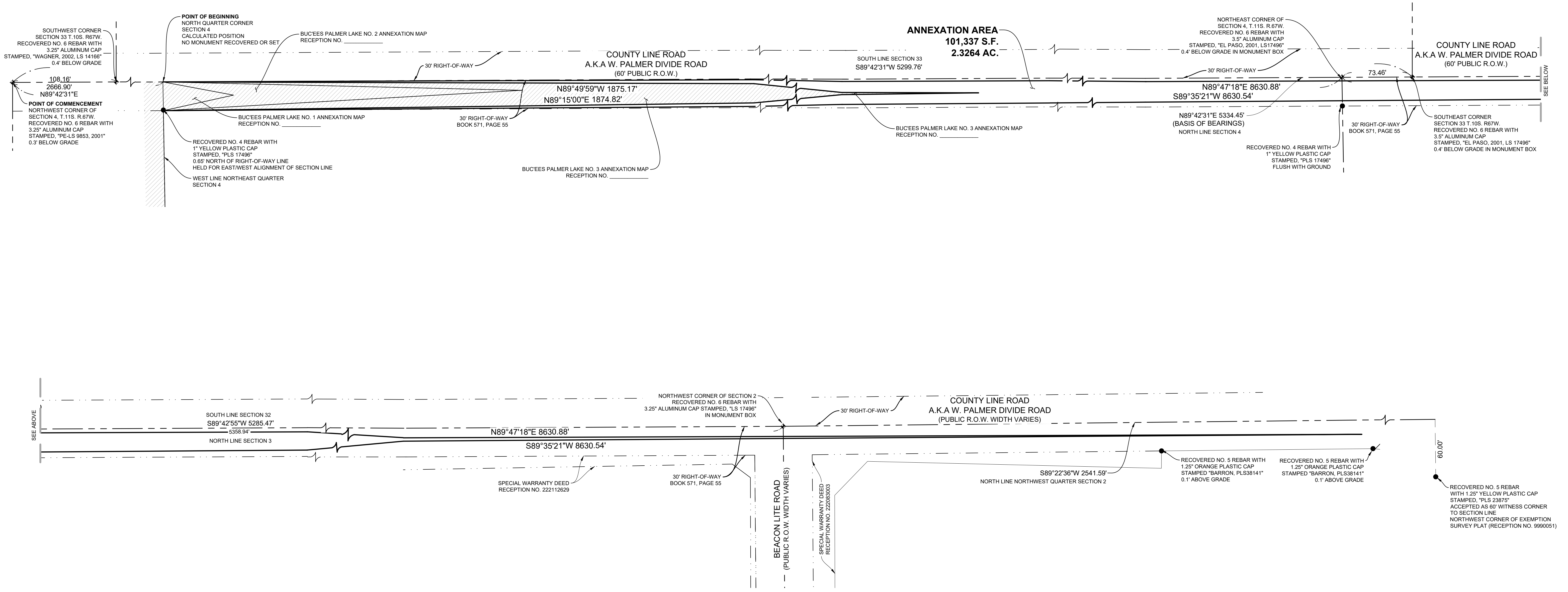
6200 S. SYRACUSE WAY, # 300
 GREENWOOD VILLAGE, CO 80111
 Tel. No. (303) 228-2300
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAF	DRW	10/17/24	196094002	1 OF 2

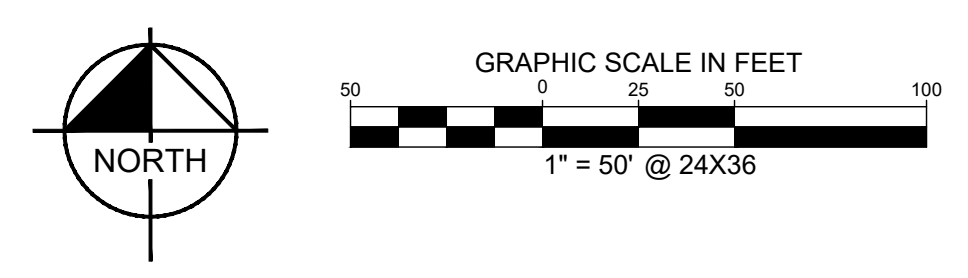
NAME: JUDEN, DATE: 11/19/2024, TIME: 10:14 AM, FILED BY: FELDER, JEREMY, PLOTTED BY: FELDER, JEREMY, 10/16/2024 1:28 PM, LAST SAVED: 10/16/2024 10:14 AM

BUC'EES PALMER LAKE NO. 4 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO



- LEGEND**
- ◆ RECOVERED SECTION CORNER AS NOTED
 - RECOVERED PROPERTY MONUMENT AS NOTED
 - BOUNDARY TO BE ANNEXED
 - EXISTING CITY LIMITS
 - SECTION LINE
 - - - RIGHT-OF-WAY LINE



No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JAF	DRW	10/17/24	196094002	2 OF 2

NAME: JUDEN, DATE: 11/19/2024, TIME: 10:14 AM, FILE: C:\PROJECTS\BUC'EES PALMER LAKE CAD\BUC'EES PALMER LAKE CAD\BUC'EES PALMER LAKE CAD\BUC'EES PALMER LAKE CAD\ANNEXATION 4.DWG, PLOTTED BY: FELDER, JEREMY, 10/16/2024, 10:14 AM



A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55 IN THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;

THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°47'18" EAST, A DISTANCE OF 8630.88 FEET;

THENCE SOUTH 89°35'21" WEST, A DISTANCE OF 8630.54 FEET;

THENCE NORTH 89°15'00" EAST, A DISTANCE OF 1874.82 FEET;

THENCE NORTH 89°49'59" WEST, A DISTANCE OF 1875.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 101,337 SQUARE FEET OR 2.3264 ACRES.

ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 5.6233 acres more or less.
- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 17,261.41 feet contiguous to the Town of Palmer Lake.
 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.
 - c. The area for which annexation is sought will be urban in character in the near future.
 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.
 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.
 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.
 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.
 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

BUC'EES PALMER LAKE NO. 5 ANNEXATION MAP
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55; ALL OF THOSE SPECIAL WARRANTY DEEDS RECORDED AT RECEPTION NUMBERS 222083003, 222112629, 222082812, AND 222120338; ALL OF TRACT A, AS DEDICATED TO THE COUNTY OF EL PASO, BY EHRRICH SUBDIVISION, RECEPTION NO. 204031593; AND A PORTION OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS BEACON LITE ROAD, DESCRIBED IN BOOK 571 AT PAGE 55, ALL DOCUMENTS FOUND IN THE EL PASO COUNTY OFFICE OF THE CLERK AND RECORDER; SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE; THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING;

THENCE CONTINUING COINCIDENT WITH LAST SAID LINE, NORTH 89°42'31" EAST, A DISTANCE OF 2667.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS 17496" 0.4' BELOW GRADE, IN MONUMENT BOX; THENCE COINCIDENT WITH THE NORTH LINE OF SAID SECTION 3, AND CONTINUING ON LAST SAID BEARING, NORTH 89°42'31" EAST, A DISTANCE OF 73.46 FEET TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 67 WEST, AS MONUMENTED BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS 17496" 0.4' BELOW GRADE, IN MONUMENT BOX; THENCE CONTINUING COINCIDENT WITH SAID NORTH LINE, NORTH 89°42'55" EAST, A DISTANCE OF 5285.47 FEET TO THE NORTHWEST CORNER OF SECTION 2, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "LS 17496" IN MONUMENT BOX; THENCE COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, NORTH 89°22'36" EAST, A DISTANCE OF 615.77 FEET;

THENCE SOUTH 00°37'24" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID COUNTY LINE ROAD, AS DESCRIBED IN BOOK 571, PAGE 55, IN SAID RECORDS; THENCE SOUTH 89°22'36" WEST, A DISTANCE OF 220.93 FEET TO THE NORTHEASTERLY CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222083003, IN SAID RECORDS; THENCE COINCIDENT WITH THE SOUTHERLY AND EASTERLY LINES OF LAST SAID WARRANTY DEED THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 00°10'14" WEST, A DISTANCE OF 18.15 FEET; 2) NORTH 88°38'48" WEST, A DISTANCE OF 307.11 FEET; 3) SOUTH 44°02'37" WEST, A DISTANCE OF 49.33 FEET; 4) SOUTH 00°08'41" EAST, A DISTANCE OF 203.28 FEET; 5) SOUTH 04°08'13" WEST, A DISTANCE OF 160.73 FEET; 6) SOUTH 00°08'41" EAST, A DISTANCE OF 188.22 FEET; 7) SOUTH 89°51'19" WEST, A DISTANCE OF 7.75 FEET TO THE EAST LINE OF BEACON LITE ROAD, AS DESCRIBED IN SAID BOOK 571, PAGE 55; THENCE COINCIDENT WITH LAST SAID EAST LINE, SOUTH 00°29'49" EAST, A DISTANCE OF 835.22 FEET; THENCE SOUTH 89°30'11" WEST, A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID BEACON LITE ROAD; THENCE COINCIDENT WITH LAST SAID WEST LINE, NORTH 00°29'49" WEST, A DISTANCE OF 1063.52 FEET TO THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222112629, IN SAID RECORDS; THENCE COINCIDENT WITH THE SOUTHERLY AND WESTERLY LINES OF LAST SAID SPECIAL WARRANTY DEED, THE FOLLOWING SIX (6) COURSES:

1) SOUTH 89°42'55" WEST, A DISTANCE OF 6.85 FEET; 2) NORTH 00°08'43" WEST, A DISTANCE OF 342.58 FEET; 3) NORTH 53°19'35" WEST, A DISTANCE OF 23.64 FEET; 4) SOUTH 89°00'38" WEST, A DISTANCE OF 352.21 FEET; 5) NORTH 77°43'28" WEST, A DISTANCE OF 16.95 FEET; 6) SOUTH 89°00'38" WEST, A DISTANCE OF 201.06 FEET TO THE WESTERLY MOST SOUTHWEST CORNER OF LAST SAID SPECIAL WARRANTY DEED, SAID CORNER ALSO CONTIGUOUS WITH TRACT A, EHRRICH SUBDIVISION, RECORDED AT RECEPTION NO. 204031593, IN SAID RECORDS; THENCE COINCIDENT WITH THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID TRACT A THE FOLLOWING THREE (3) COURSES: 1) SOUTH 00°00'50" EAST, A DISTANCE OF 17.69 FEET; 2) SOUTH 89°42'55" WEST, A DISTANCE OF 30.00 FEET; 3) NORTH 00°00'50" WEST, A DISTANCE OF 23.32 FEET TO THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222082812, IN SAID RECORDS; THENCE COINCIDENT WITH THE SOUTH LINE OF LAST SAID SPECIAL WARRANTY DEED, SOUTH 89°00'40" WEST, A DISTANCE OF 457.79 FEET TO THE SOUTHWEST CORNER OF LAST SAID SPECIAL WARRANTY DEED, SAID CORNER BEING COTERMINOUS WITH THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222120338, IN SAID RECORDS; THENCE COINCIDENT WITH THE SOUTH LINE OF LAST SAID SPECIAL WARRANTY DEED, NORTH 85°25'38" WEST, A DISTANCE OF 145.38 FEET TO THE WESTERLY CORNER OF LAST SAID SPECIAL WARRANTY DEED AND THE SOUTH LINE OF SAID COUNTY LINE ROAD; THENCE COINCIDENT WITH SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°42'55" WEST, A DISTANCE OF 4029.68 FEET; 2) SOUTH 89°42'31" WEST, A DISTANCE OF 2740.67 FEET; THENCE NORTH 89°35'21" EAST, A DISTANCE OF 8630.54 FEET; THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 8630.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 244,951 SQUARE FEET OR 5.6233 ACRES. SIGNED THIS DAY OF , 20 BY: AS: OF: NOTARY: I HEREBY CERTIFY THAT ON THE DAY OF , 20, APPEARED BEFORE ME, AS OF OF A COLORADO , WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY PUBLIC MY COMMISSION EXPIRES: NOTARY PUBLIC MY COMMISSION EXPIRES:

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 37,435.73 FEET. ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 6,239.33 FEET (16.67%). PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 17,261.41 FEET (46.11%).

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS DAY OF , 20

PLANNING DIRECTOR

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS DAY OF OF 20

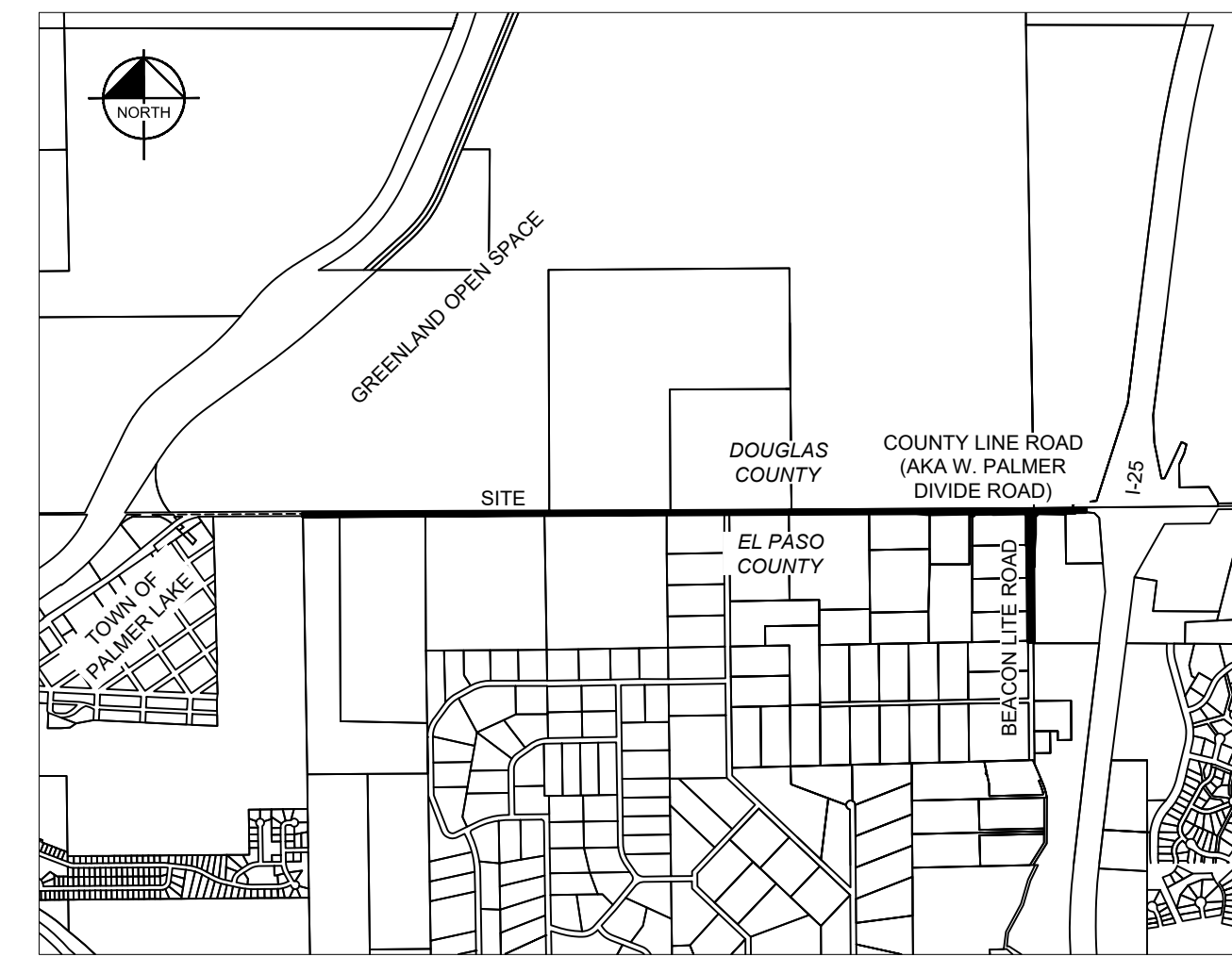
MAJOR DATE

ATTEST:

TOWN CLERK DATE

NOTES:

- 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. 2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S. 3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'31" EAST, A DISTANCE OF 5334.45 FEET, AS MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001" 0.3' BELOW GRADE AND AT THE NORTHEAST CORNER BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS17496" 0.4' BELOW GRADE IN MONUMENT BOX. 4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET. 5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE. 6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. 7. FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.



CLERK AND RECORDER:

STATE OF COLORADO) COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT O'CLOCK _M.

THIS DAY OF , 20 A.D.

AND IS DULY RECORDED AT RECEPTION NO. OF THE RECORDS COUNTY OF EL PASO, COLORADO

RECORDER

BY: DEPUTY

FEE:

SURCHARGE:

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS DAY OF , 20

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

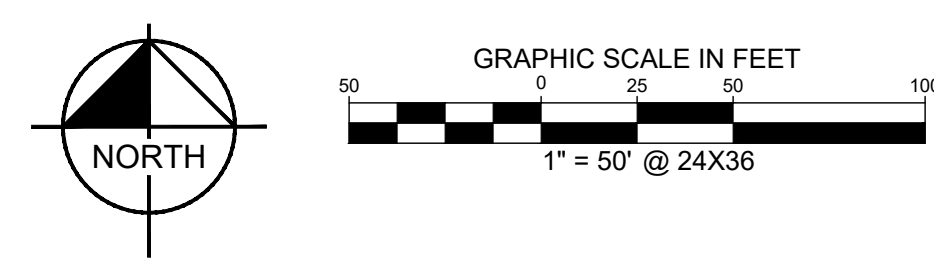
DARREN R. WOLTERSTORFF, PLS 38281 FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC. DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

Table with 3 columns: No., DATE, REVISION DESCRIPTION

Kimley >>> Horn

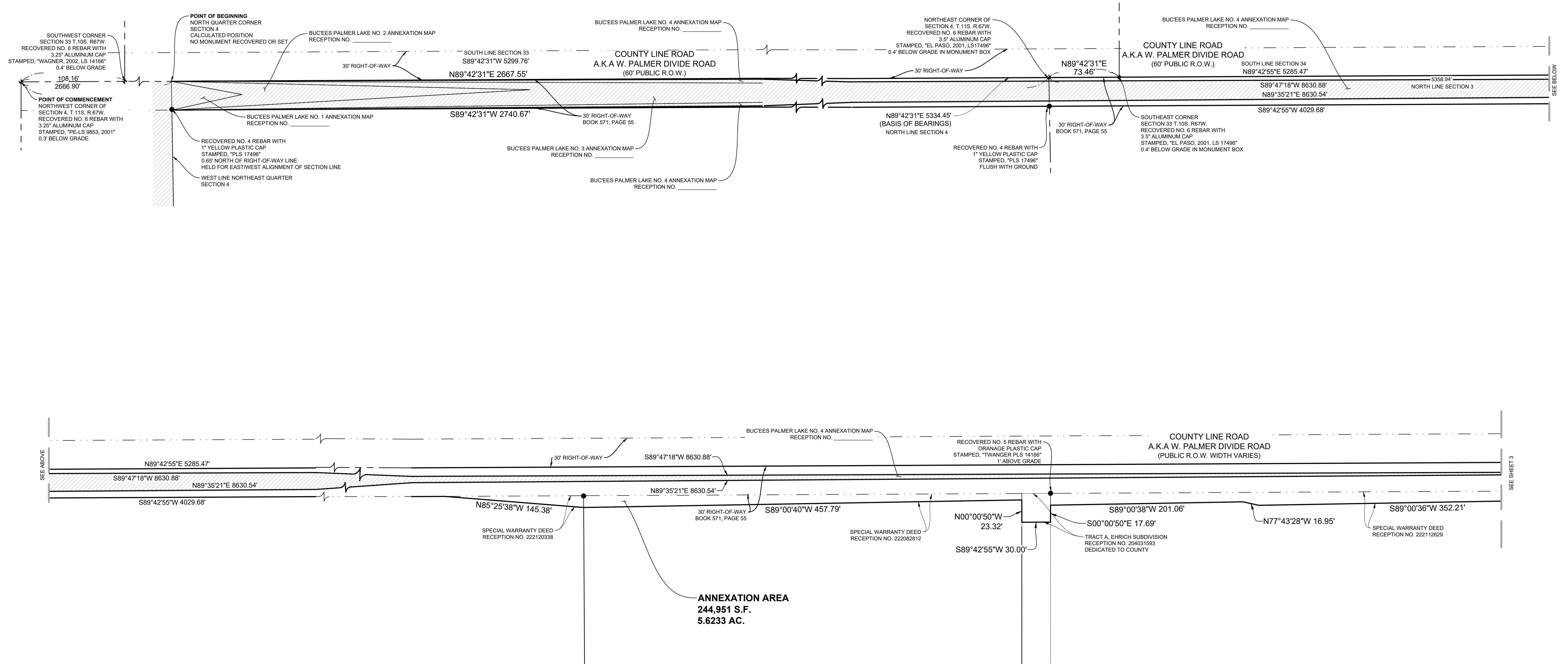
6200 S. SYRACUSE WAY, # 300 GREENWOOD VILLAGE, CO 80111 Tel. No. (303) 228-2300 www.kimley-horn.com

Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No.



BUC'EES PALMER LAKE NO. 5 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO



LEGEND

- ◆ RECOVERED SECTION CORNER AS NOTED
- RECOVERED PROPERTY MONUMENT AS NOTED
- BOUNDARY TO BE ANNEXED
- EXISTING CITY LIMITS
- SECTION LINE
- RIGHT-OF-WAY LINE

No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111

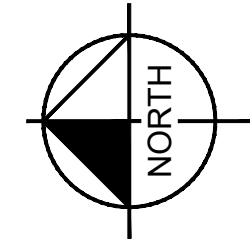
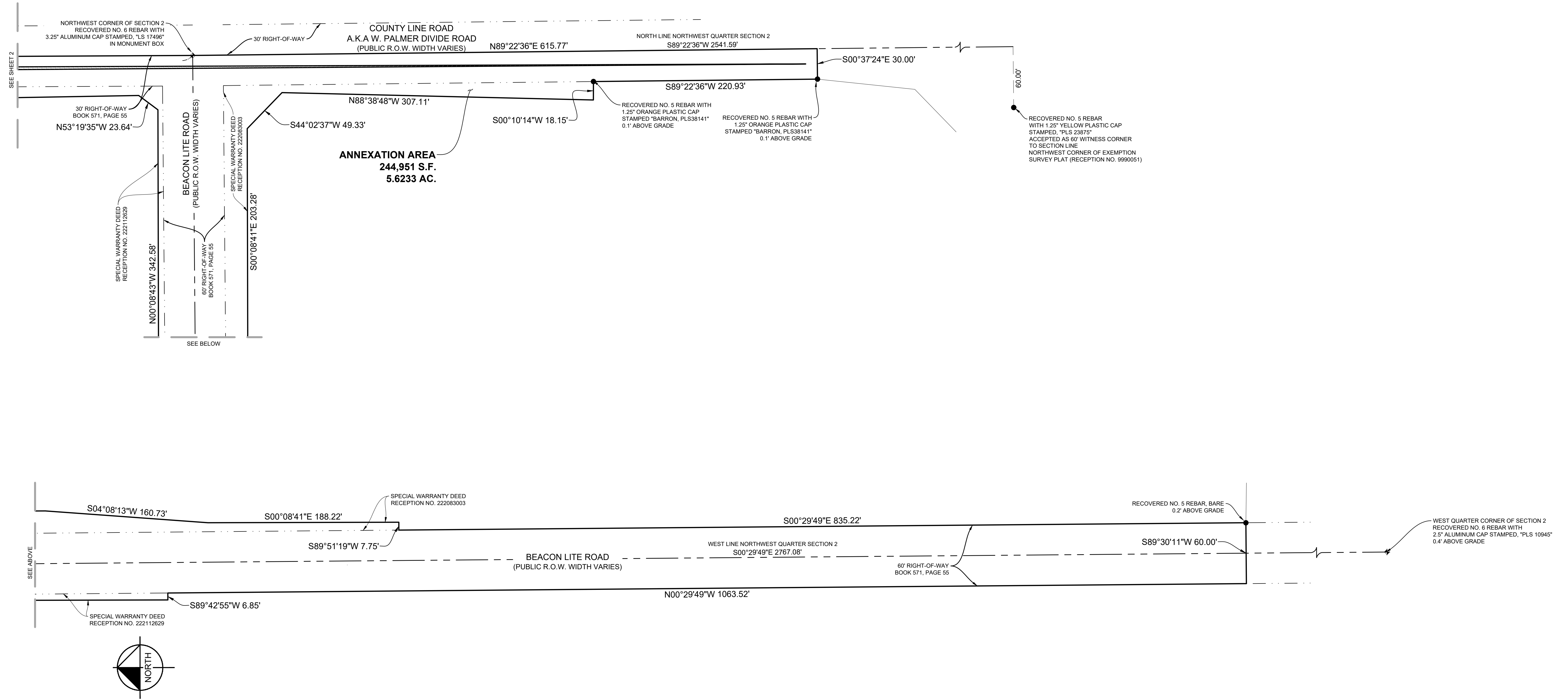
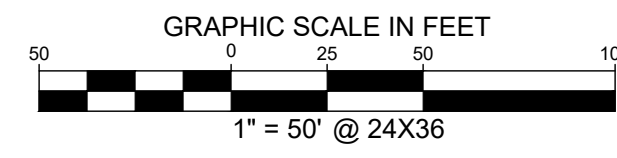
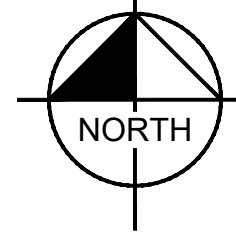
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JAF	DRW	10/17/24	196094002	2 OF 3

NAME: JUDEN, DAN | DRAWN BY: JAF | DATE: 10/16/2024 2:28 PM | LAST SAVED: 10/16/2024 2:41 PM
FILED: JUDEN, DAN | DRAWN BY: JAF | DATE: 10/16/2024 2:28 PM | LAST SAVED: 10/16/2024 2:41 PM

BUC'EES PALMER LAKE NO. 5 ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M..
COUNTY OF EL PASO, STATE OF COLORADO



No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JAF	DRW	10/17/24	196094002	3 OF 3

NAME: JUDEN, DATE: 10/17/2024, TIME: 2:39 PM, LAST SAVED: 10/16/2024 2:40 PM, PLOTTED BY: FELDER, JEREMY, 10/16/2024 2:39 PM, LAST SAVED: 10/16/2024 2:40 PM



A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS, COUNTY LINE ROAD (A.K.A. WEST PALMER DIVIDE ROAD), DESCRIBED IN BOOK 571 AT PAGE 55; ALL OF THOSE SPECIAL WARRANTY DEEDS RECORDED AT RECEPTION NUMBERS 222083003, 222112629, 222082812, AND 222120338; ALL OF TRACT A, AS DEDICATED TO THE COUNTY OF EL PASO, BY EHRICH SUBDIVISION, RECEPTION NO. 204031593; AND A PORTION OF THAT DECLARED PUBLIC HIGHWAY KNOWN AS BEACON LITE ROAD, DESCRIBED IN BOOK 571 AT PAGE 55, ALL DOCUMENTS FOUND IN THE EL PASO COUNTY OFFICE OF THE CLERK AND RECORDER; SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, THE NORTH HALF OF SECTION 3, AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH

3.25" ALUMINUM CAP STAMPED, "PE-LS 9853, 2001", 0.3' BELOW GRADE;

THENCE COINCIDENT WITH THE NORTH LINE OF SECTION 4, NORTH 89°42'31" EAST, A DISTANCE OF 2666.90 FEET TO THE CALCULATED POSITION OF THE NORTH QUARTER CORNER OF SAID SECTION 4 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING COINCIDENT WITH LAST SAID LINE, NORTH 89°42'31" EAST, A DISTANCE OF 2667.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS 17496" 0.4' BELOW GRADE, IN MONUMENT BOX;

THENCE COINCIDENT WITH THE NORTH LINE OF SAID SECTION 3, AND CONTINUING ON LAST SAID BEARING,

NORTH 89°42'31" EAST, A DISTANCE OF 73.46 FEET TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 67 WEST, AS MONUMENTED BY A NO. 6 REBAR WITH 3.5" ALUMINUM CAP STAMPED, "EL PASO, 2001, LS 17496" 0.4' BELOW GRADE, IN MONUMENT BOX;

THENCE CONTINUING COINCIDENT WITH SAID NORTH LINE, NORTH 89°42'55" EAST, A DISTANCE OF 5285.47 FEET TO THE NORTHWEST CORNER OF SECTION 2, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "LS 17496" IN MONUMENT BOX;

THENCE COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, NORTH 89°22'36" EAST, A DISTANCE OF 615.77 FEET;

THENCE SOUTH 00°37'24" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID COUNTY LINE ROAD, AS DESCRIBED IN BOOK 571, PAGE 55, IN SAID RECORDS;

THENCE SOUTH 89°22'36" WEST, A DISTANCE OF 220.93 FEET TO THE NORTHEASTERLY CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222083003, IN SAID RECORDS;

THENCE COINCIDENT WITH THE SOUTHERLY AND EASTERLY LINES OF LAST SAID WARRANTY DEED THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 00°10'14" WEST, A DISTANCE OF 18.15 FEET;
- 2) NORTH 88°38'48" WEST, A DISTANCE OF 307.11 FEET;
- 3) SOUTH 44°02'37" WEST, A DISTANCE OF 49.33 FEET;
- 4) SOUTH 00°08'41" EAST, A DISTANCE OF 203.28 FEET;
- 5) SOUTH 04°08'13" WEST, A DISTANCE OF 160.73 FEET;
- 6) SOUTH 00°08'41" EAST, A DISTANCE OF 188.22 FEET;
- 7) SOUTH 89°51'19" WEST, A DISTANCE OF 7.75 FEET TO THE EAST LINE OF BEACON LITE ROAD, AS DESCRIBED IN SAID BOOK 571, PAGE 55;

THENCE COINCIDENT WITH LAST SAID EAST LINE, SOUTH 00°29'49" EAST, A DISTANCE OF 835.22 FEET;

THENCE SOUTH 89°30'11" WEST, A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID BEACON LITE ROAD;

THENCE COINCIDENT WITH LAST SAID WEST LINE, NORTH 00°29'49" WEST, A DISTANCE OF 1063.52 FEET TO THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222112629, IN SAID RECORDS;

THENCE COINCIDENT WITH THE SOUTHERLY AND WESTERLY LINES OF LAST SAID SPECIAL WARRANTY DEED, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 89°42'55" WEST, A DISTANCE OF 6.85 FEET;
- 2) NORTH 00°08'43" WEST, A DISTANCE OF 342.58 FEET;
- 3) NORTH 53°19'35" WEST, A DISTANCE OF 23.64 FEET;
- 4) SOUTH 89°00'36" WEST, A DISTANCE OF 352.21 FEET;
- 5) NORTH 77°43'28" WEST, A DISTANCE OF 16.95 FEET;
- 6) SOUTH 89°00'38" WEST, A DISTANCE OF 201.06 FEET TO THE WESTERLY MOST SOUTHWEST CORNER OF LAST SAID SPECIAL WARRANTY DEED, SAID CORNER ALSO

CONTIGUOUS WITH TRACT A, EHRICH SUBDIVISION, RECORDED AT RECEPTION NO. 204031593, IN SAID RECORDS;

THENCE COINCIDENT WITH THE EASTERLY, SOUTHERLY, AND WESTERLY LINES OF SAID TRACT A THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°00'50" EAST, A DISTANCE OF 17.69 FEET;
- 2) SOUTH 89°42'55" WEST, A DISTANCE OF 30.00 FEET;
- 3) NORTH 00°00'50" WEST, A DISTANCE OF 23.32 FEET TO THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222082812, IN SAID RECORDS;

THENCE COINCIDENT WITH THE SOUTH LINE OF LAST SAID SPECIAL WARRANTY DEED, SOUTH 89°00'40" WEST, A DISTANCE OF 457.79 FEET TO THE SOUTHWEST CORNER OF LAST SAID SPECIAL WARRANTY DEED, SAID CORNER BEING COTERMINOUS WITH THE SOUTHEAST CORNER OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222120338, IN SAID RECORDS;

THENCE COINCIDENT WITH THE SOUTH LINE OF LAST SAID SPECIAL WARRANTY DEED, NORTH 85°25'38" WEST, A DISTANCE OF 145.38 FEET TO THE WESTERLY CORNER OF LAST SAID SPECIAL WARRANTY DEED AND THE SOUTH LINE OF SAID COUNTY LINE ROAD;

THENCE COINCIDENT WITH SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°42'55" WEST, A DISTANCE OF 4029.68 FEET;
- 2) SOUTH 89°42'31" WEST, A DISTANCE OF 2740.67 FEET;

THENCE NORTH 89°35'21" EAST, A DISTANCE OF 8630.54 FEET;

THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 8630.88 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 244,951 SQUARE FEET OR 5.6233 ACRES.

ANNEXATION PETITION

The undersigned landowner, in accordance with the provisions of Section 31-12- 101 et. seq. C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petitions the Board of Trustees of the Town of Palmer Lake for annexation to the Town of Palmer Lake of the within described unincorporated area situated and being in the County of El Paso, State of Colorado. In support of this Petition, the petitioners allege and submit the following and make the within requests:

- 1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 24.8669 acres more or less.

- 2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:
 - a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 1,990.72 feet contiguous to the Town of Palmer Lake.

 - b. The area for which annexation is sought shares a community of interest with the Town of Palmer Lake.

 - c. The area for which annexation is sought will be urban in character in the near future.

 - d. The area for which annexation is sought is integrated with or is capable of being integrated with the Town of Palmer Lake.

 - e. Within the area for which annexation is sought, no lands held in identical ownership shall be divided into separate lots or parcels without the written consent of the landowners thereof.

 - f. No land held in identical ownership comprising twenty (20) acres or more shall be included within the annexation without the written consent of the landowners thereof.

 - g. The annexation which is sought will not result in a detachment of area from any school district and will not result in the attachment of the annexed area to another school district other than that in which it already is.

 - h. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Palmer Lake more than three miles in any direction from any point of the Town's boundary in any one year.

3) That the signers of this Petition comprise the landowners of one hundred percent (100%) of the territory included in the area for which annexation is sought.

4) That the petitioners request that the Town of Palmer Lake approve this annexation.

5) That the legal description of the territory proposed to be annexed is attached hereto as Exhibit B.

6) The names and addresses of adjacent property owners to the property for which annexation is sought and within 300 feet of the boundary of the property for which annexation is sought are attached as Exhibit C; the applicant must inform each property owner within 300 feet of the boundary of the property of the annexation petition by way of certified mail; the return receipts will be required to complete the applicants file.

7) No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.

8) If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

9) The Town of Palmer Lake will distribute a copy of the annexation plat to the affected agencies for comment, including public entities of school district and various utilities (i.e., gas, cable, sewer).

10) That upon the Annexation Ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Colorado Revised Statutes and all ordinances, resolutions, and regulations of the Town of Palmer Lake.

WHEREFORE, the undersigned petitioners request that the Town of Palmer Lake approve the annexation of the Property.

Maria Larsen
Petitioner Name

Petitioner Name

Maria Larsen 10/18/2024
Signature Date

Signature Date

BUC'EES PALMER LAKE NO. 6 ANNEXATION MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222106819, IN THE EL PASO COUNTY OFFICE OF THE CLERK AND RECORDER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, AS MONUMENTED BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "LS 17496", IN MONUMENT BOX;
THENCE COINCIDENT WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SOUTH 00°29'49" EAST, A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222083003, SAID WESTERLY EXTENSION ALSO BEING THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED AT RECEPTION NO. 222106819;
THENCE COINCIDENT WITH SAID WESTERLY EXTENSIONS AND SAID NORTH LINES, NORTH 89°22'36" EAST, A DISTANCE OF 394.91 FEET TO THE NORTHEAST CORNER OF SAID DEED RECORDED AT RECEPTION NO. 222083003 AND THE POINT OF BEGINNING;

THENCE CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID RECEPTION NO. 222106819, NORTH 89°22'36" EAST, A DISTANCE OF 220.93 FEET TO THE WESTERLY MOST NORTHEAST CORNER OF SAID RECEPTION NO. 222106819, ALSO BEING WESTERLY RIGHT-OF-WAY OF INTERSTATE-25;
THENCE COINCIDENT WITH THE EASTERLY LINE OF SAID RECEPTION NO. 222106819 AND SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 83°59'37" EAST, A DISTANCE OF 96.54 FEET;
- 2) SOUTH 44°10'02" EAST, A DISTANCE OF 76.80 FEET ;
- 3) SOUTH 04°18'32" EAST, A DISTANCE OF 929.95 FEET;
- 4) SOUTH 07°01'30" WEST, A DISTANCE OF 457.05 FEET;

THENCE NORTH 89°11'43" WEST, A DISTANCE OF 736.97 FEET TO THE EAST LINE OF BEACON LITE ROAD AS DESCRIBED IN BOOK 571, PAGE 55;

THENCE COINCIDENT WITH SAID EAST LINE, NORTH 00°29'49" WEST, A DISTANCE OF 835.22 FEET THE SOUTHWEST CORNER OF SAID RECEPTION NO. 222083003;

THENCE COINCIDENT WITH THE SOUTHERLY AND EASTERLY LINES OF SAID RECEPTION NO. 222083003 THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 89°51'19" EAST, A DISTANCE OF 7.75 FEET;
- 2) NORTH 00°08'41" WEST, A DISTANCE OF 188.22 FEET;
- 3) NORTH 04°08'13" EAST, A DISTANCE OF 160.73 FEET;
- 4) NORTH 00°08'41" WEST, A DISTANCE OF 203.28 FEET;
- 5) NORTH 44°02'37" EAST, A DISTANCE OF 49.33 FEET;
- 6) SOUTH 88°38'48" EAST, A DISTANCE OF 307.11 FEET;
- 7) NORTH 00°10'14" EAST, A DISTANCE OF 18.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,083,204 SQUARE FEET OR 24.8669 ACRES.

SIGNED THIS _____ DAY OF _____, 20____.

BY: _____ AS: _____ OF: _____

NOTARY:

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, APPEARED BEFORE

ME, _____ AS _____ OF _____

A COLORADO _____, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 4,288.03 FEET.
• ONE-SIXTH (1/6) OF TOTAL PERIMETER AREA = 714.67 FEET (16.67%).
• PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1,990.72 FEET (46.43%).

PLANNING DEPARTMENT:

THIS ANNEXATION PLAT WAS REVIEWED BY THE TOWN OF PALMER LAKE PLANNING DEPARTMENT THIS _____ DAY OF _____, 20____.

PLANNING DIRECTOR _____

TOWN APPROVAL:

PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE TOWN OF PALMER LAKE, COUNTY OF EL PASO, COLORADO, THIS _____ DAY OF _____, OF 20____.

MAJOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

SURVEYOR'S CERTIFICATION

I, DARREN R. WOLTERSTORFF, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION SHOWN HEREON TRULY AND CORRECTLY REPRESENTS THE ABOVE DESCRIBED PARCEL OF LAND.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE. IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF. IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

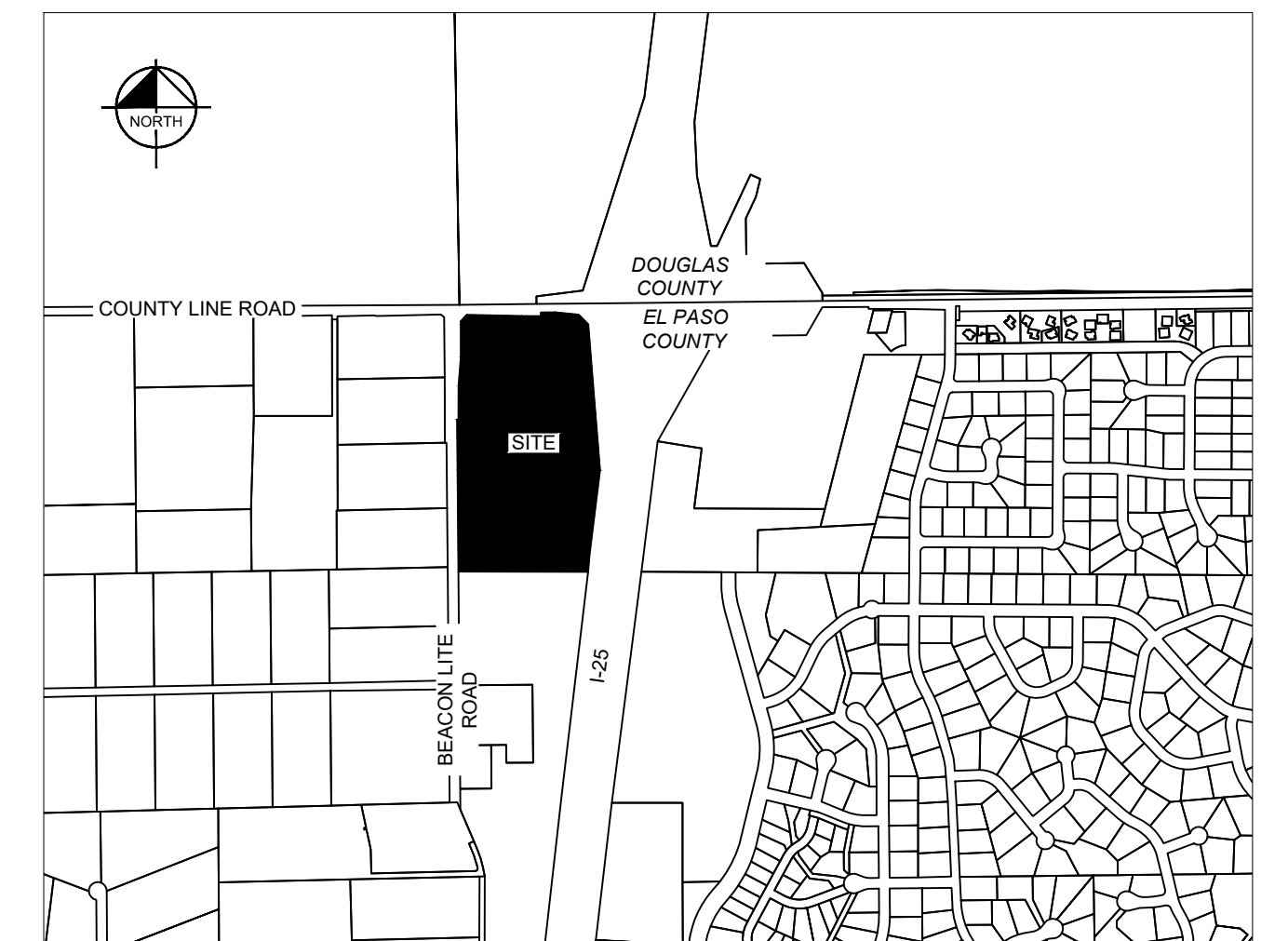
I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE WEST LINE OF THE NORTH QUARTER OF SECTION 2, BEARING S00°29'49"E, A DISTANCE OF 2767.08 FEET, AS MONUMENTED AT THE SOUTH END BY A NO. 6 REBAR WITH 2.5" ALUMINUM CAP, STAMPED "PLS 10945", 0.4' ABOVE GRADE, AND AT THE NORTH END BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "LS 17496", IN MONUMENT BOX.
4. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS AND OWNERSHIP TITLE EVIDENCE.
6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. FIELD WORK WAS COMPLETED SEPTEMBER 27, 2024.



VICINITY MAP
1" = 1000'

CLERK AND RECORDER:

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK __M.

THIS _____ DAY OF _____, 20____ A.D.,

AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS COUNTY OF EL PASO, COLORADO

_____, RECORDER

BY: _____
 DEPUTY

FEE: _____

SURCHARGE: _____

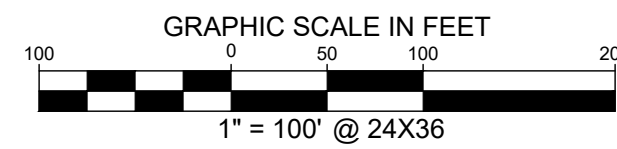
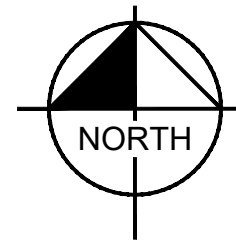
No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAF	DRW	10/17/24	196094002	1 OF 2

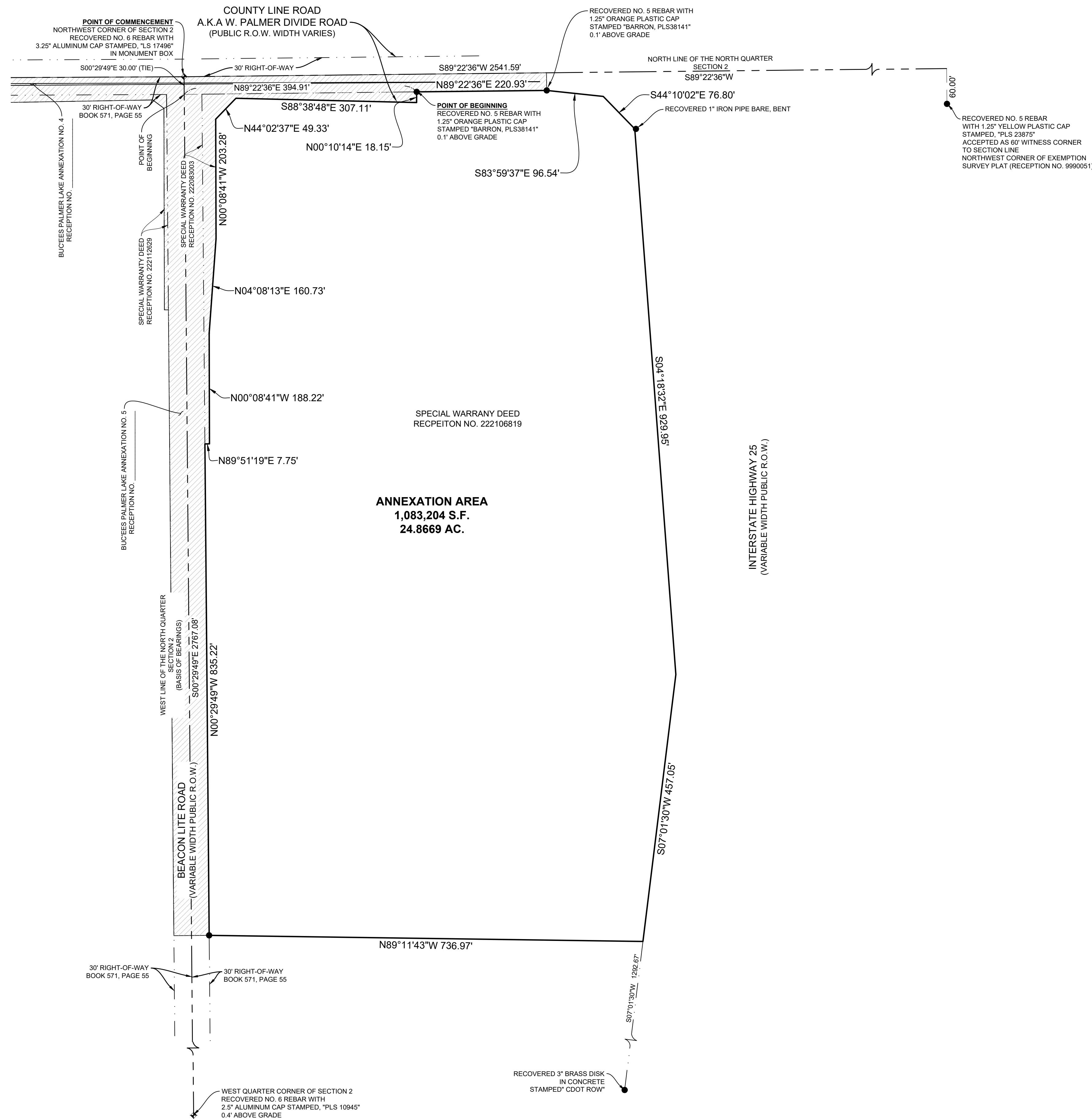


BUC'EES PALMER LAKE NO. 6 ANNEXATION MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO

LEGEND

- ⊕ RECOVERED SECTION CORNER AS NOTED
- RECOVERED PROPERTY MONUMENT AS NOTED
- BOUNDARY TO BE ANNEXED
- - - EXISTING CITY LIMITS
- SECTION LINE
- RIGHT-OF-WAY LINE



ANNEXATION AREA
1,083,204 S.F.
24.8669 AC.

SPECIAL WARRANTY DEED
 RECEIPTON NO. 222106819

INTERSTATE HIGHWAY 25
 (VARIABLE WIDTH PUBLIC R.O.W.)

No.	DATE	REVISION DESCRIPTION

Kimley»Horn

6200 S. SYRACUSE WAY, # 300
 GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JAF	DRW	10/17/24	196094002	2 OF 2



A PARCEL OF LAND BEING A PORTION OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222106819, IN THE EL PASO COUNTY OFFICE OF THE CLERK AND RECORDER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIX PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2, AS MONUMENTED BY A NO. 6 REBAR WITH

3.25" ALUMINUM CAP STAMPED, "LS 17496", IN MONUMENT BOX;

THENCE COINCIDENT WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SOUTH 00°29'49" EAST, A DISTANCE OF 30.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 222083003, SAID WESTERLY EXTENSION ALSO BEING THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED AT RECEPTION NO. 222106819;

THENCE COINCIDENT WITH SAID WESTERLY EXTENSIONS AND SAID NORTH LINES, NORTH 89°22'36" EAST, A DISTANCE OF 394.91 FEET TO THE NORTHEAST CORNER OF SAID DEED RECORDED AT RECEPTION NO. 222083003 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID RECEPTION NO. 222106819, NORTH 89°22'36" EAST, A DISTANCE OF 220.93 FEET TO THE WESTERLY MOST NORTHEAST CORNER OF SAID RECEPTION NO. 222106819, ALSO BEING WESTERLY RIGHT-OF-WAY OF INTERSTATE-25;

THENCE COINCIDENT WITH THE EASTERLY LINE OF SAID RECEPTION NO. 222106819 AND SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 83°59'37" EAST, A DISTANCE OF 96.54 FEET;
- 2) SOUTH 44°10'02" EAST, A DISTANCE OF 76.80 FEET ;
- 3) SOUTH 04°18'32" EAST, A DISTANCE OF 929.95 FEET;
- 4) SOUTH 07°01'30" WEST, A DISTANCE OF 457.05 FEET;

THENCE NORTH 89°11'43" WEST, A DISTANCE OF 736.97 FEET TO THE EAST LINE OF BEACON LITE ROAD AS DESCRIBED IN BOOK 571, PAGE 55;

THENCE COINCIDENT WITH SAID EAST LINE, NORTH 00°29'49" WEST, A DISTANCE OF 835.22 FEET THE SOUTHWEST CORNER OF SAID RECEPTION NO. 222083003;

THENCE COINCIDENT WITH THE SOUTHERLY AND EASTERLY LINES OF SAID RECEPTION NO. 222083003 THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 89°51'19" EAST, A DISTANCE OF 7.75 FEET;

- 2) NORTH 00°08'41" WEST, A DISTANCE OF 188.22 FEET;
- 3) NORTH 04°08'13" EAST, A DISTANCE OF 160.73 FEET;
- 4) NORTH 00°08'41" WEST, A DISTANCE OF 203.28 FEET;
- 5) NORTH 44°02'37" EAST, A DISTANCE OF 49.33 FEET;
- 6) SOUTH 88°38'48" EAST, A DISTANCE OF 307.11 FEET;
- 7) NORTH 00°10'14" EAST, A DISTANCE OF 18.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,083,204 SQUARE FEET OR 24.8669 ACRES.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Direction for Single Hauler Collection Services
Presented by: Town Administrator/Clerk		

Background

Having heard the three proposals for single hauler collection for residential services, staff suggests posting the three proposals to the town website to solicit feedback from public members to obtain the pros/cons of service to residents for a couple weeks, and subsequently assemble feedback for a future workshop for the Board review and discussion.

Recommended Action

Direction to post proposals for public input and consider upcoming workshop date, either 3/27 or 4/10 at 5 pm.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Direction for Elephant Rock Property
Presented by: Town Administrator/Clerk		

Background

As a result of the 3/6 workshop about elephant rock property and additions to the Parks and Trails Commission vision for use of the property, several questions arose from the discussion, as follows for Board discussion.

- What about the existing main building/lodge?
 - Are we interested in determining the cost to renovate or repair it to preserve what exists?
 - Are we interested in determining the cost to demo all or a portion of what exists?
 - Are we interested in hearing additional proposals for use of this building?
- What about the Parks and Trails Commission vision for the property?
- Should an easement for use of the field or option to sell the field to Willans be considered?
- What is the desired threshold for future development of the property?
- Should any part, other than current lease and option to purchase, be sold?

Feedback from CDOT will be provided.

Monthly costs of the property (2023 to date) is enclosed and current insurance coverage for the entire property is about \$7690 annually.

Also enclosed with this item is the Planned Development process per regulations required for the property. This explanation was also provided to the current property tenant. The town is responsible for meeting town regulations in collaboration with the tenant.

Recommended Action

Direction to staff regarding the property and/or a workshop for continued discussion.

TRX Date	Account Description	Debit Amount	Reference
1/31/2023	Utilities- Elephant Rock	69.79	290 Highway 105
1/31/2023	Utilities- Elephant Rock	22.29	290 Highway 105
1/31/2023	Utilities- Elephant Rock	24.68	290 Highway 105
1/31/2023	Utilities- Elephant Rock	25.51	290 Highway 105
1/31/2023	Utilities- Elephant Rock	21.00	290 Highway 105
1/31/2023	Utilities- Elephant Rock	139.66	290 Highway 105
1/31/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
Jan 2023		\$ 347.93	
2/8/2023	Utilities- Electric Elephant Rock	85.06	Utilities
2/28/2023	Utilities- Elephant Rock	57.85	290 Highway 105 #142
2/28/2023	Utilities- Elephant Rock	22.18	290 Highway 105 #139
2/28/2023	Utilities- Elephant Rock	26.29	290 Highway 105 #140
2/28/2023	Utilities- Elephant Rock	25.07	290 Highway 105 #143
2/28/2023	Utilities- Elephant Rock	21.00	290 Highway 105 #141
2/28/2023	Utilities- Elephant Rock	119.71	290 Highway 105 #143
Feb 2023		\$ 357.16	
3/14/2023	Utilities- Electric Elephant Rock	150.42	Utilities
3/20/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
3/31/2023	Utilities- Elephant Rock	83.32	290 Highway 105 #142
3/31/2023	Utilities- Elephant Rock	22.06	290 Highway 105 #139
3/31/2023	Utilities- Elephant Rock	25.50	290 Highway 105 #140
3/31/2023	Utilities- Elephant Rock	24.85	290 Highway 105 #143
3/31/2023	Utilities- Elephant Rock	21.00	290 Highway 105 #141
3/31/2023	Utilities- Elephant Rock	115.11	290 Highway 105 #143
3/31/2023	Utilities Water- Elephant Rock	339.12	350 Highway 105
3/31/2023	Utilities Water- Elephant Rock	165.14	JE- March per Julia
Mar 2023		\$ 991.52	
4/18/2023	Utilities- Electric Elephant Rock	1,473.85	Utilities
4/21/2023	General Service- Elephant Rock	157.65	CC Expenses
4/27/2023	Utilities- Elephant Rock	118.38	290 Highway 105
4/27/2023	Utilities- Elephant Rock	32.16	290 Highway 105
4/27/2023	Utilities- Elephant Rock	26.33	290 Highway 105
4/27/2023	Utilities- Elephant Rock	24.76	290 Highway 105
4/27/2023	Utilities- Elephant Rock	21.00	290 Highway 105
4/27/2023	Utilities- Elephant Rock	413.37	290 Highway 105
4/27/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
Apr 2023		\$ 2,312.50	
5/11/2023	Utilities- Electric Elephant Rock	1,107.28	290 Hwy 105
5/14/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
5/31/2023	Utilities- Elephant Rock	78.42	290 Highway 105
5/31/2023	Utilities- Elephant Rock	43.33	290 Highway 105
5/31/2023	Utilities- Elephant Rock	31.15	290 Highway 105
5/31/2023	Utilities- Elephant Rock	24.87	290 Highway 105
5/31/2023	Utilities- Elephant Rock	21.00	290 Highway 105
5/31/2023	Utilities- Elephant Rock	100.61	290 Highway 105
May 2023		\$ 1,451.66	
6/7/2023	Utilities- Electric Elephant Rock	85.06	290 HWY 105
6/21/2023	General Service- Elephant Rock	157.65	Credit Card Payment

6/22/2023	Utilities Water- Elephant Rock	169.56	350 Highway 105
6/22/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
6/30/2023	Utilities- Elephant Rock	96.70	290 Highway 105
6/30/2023	Utilities- Elephant Rock	27.21	290 Highway 105
6/30/2023	Utilities- Elephant Rock	33.55	290 Highway 105
6/30/2023	Utilities- Elephant Rock	25.41	290 Highway 105
6/30/2023	Utilities- Elephant Rock	47.78	290 Highway 105
Jun 2023		\$ 687.92	
7/10/2023	Utilities- Electric Elephant Rock	85.06	290 hwy 105
7/15/2023	Utilities Water- Elephant Rock	169.56	350 Highway 105
7/15/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
7/31/2023	Utilities- Elephant Rock	90.96	290 Highway 105 #142
7/31/2023	Utilities- Elephant Rock	26.62	290 Hwy 105 #139
7/31/2023	Utilities- Elephant Rock	33.06	290 Hwy 105 #140
7/31/2023	Utilities- Elephant Rock	25.32	290 Hwy 105 #143
7/31/2023	Utilities- Elephant Rock	50.41	290 Hwy 105 #143
7/31/2023	Utilities Water- Elephant Rock	169.56	350 Highway 105
Jul 2023		\$ 695.55	
8/9/2023	Utilities- Electric Elephant Rock	81.75	Electric bill 07/25/23
8/22/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
8/24/2023	General Service- Elephant Rock	157.65	290 Hwy 105 ER
Aug 2023		\$ 284.40	
9/1/2023	Utilities- Sanitation Elephant Rock	45.00	290 Hwy 105 ER
9/6/2023	Utilities- Elephant Rock	109.79	CORE Electric
9/6/2023	Utilities- Elephant Rock	22.04	CORE Electric
9/6/2023	Utilities- Elephant Rock	23.71	CORE Electric
9/6/2023	Utilities- Elephant Rock	24.56	CORE Electric
9/6/2023	Utilities- Elephant Rock	39.05	CORE Electric
9/11/2023	Utilities- Electric Elephant Rock	79.51	Black Hills Energy
Sep 2023		\$ 343.66	
10/11/2023	Utilities- Elephant Rock	54.07	CORE Electric
10/11/2023	Utilities- Elephant Rock	22.27	CORE Electric
10/11/2023	Utilities- Elephant Rock	24.12	CORE Electric
10/11/2023	Utilities- Elephant Rock	24.99	CORE Electric
10/11/2023	Utilities- Elephant Rock	45.85	CORE Electric
Oct 2023		\$ 171.30	
11/7/2023	Utilities- Elephant Rock	196.18	CORE Electric
Nov 2023		\$ 196.18	
12/1/2023	Utilities- Sanitation Elephant Rock	45.00	290 Highway 105
12/7/2023	Utilities- Elephant Rock	505.24	CORE Eelectric
12/7/2023	Utilities- Electric Elephant Rock	79.55	290 Hwy 105
12/28/2023	General Service- Elephant Rock	157.64	ER lodge gym
Dec 2023		\$ 787.43	
1/2/2024	Utilities- Elephant Rock	45.00	290 Hwy 105
1/8/2024	Utilities- Elephant Rock	79.55	290 Hwy 105
1/9/2024	Utilities- Elephant Rock	423.45	CORE Electric
1/22/2024	Utilities- Elephant Rock	211.24	350 Highway 105
1/23/2024	General Service- Elephant Rock	3,907.50	Project# 00290-122223-T
Jan 2024		\$ 4,666.74	

2/1/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
2/7/2024 Utilities- Elephant Rock	548.15	CORE Electric
2/8/2024 Utilities- Elephant Rock	79.55	290 Hwy 105
2/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Feb 2024	\$ 888.94	
3/1/2024 General Service- Elephant Rock	157.65	290 Hwy 105
3/1/2024 Utilities- Elephant Rock	50.00	290 Highway 105
3/11/2024 Utilities- Elephant Rock	90.49	290 Hwy 105
3/12/2024 Utilities- Elephant Rock	726.02	CORE Electric
3/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Mar 2024	\$ 1,235.40	
4/1/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
4/9/2024 Utilities- Elephant Rock	129.55	290 Hwy 105
4/9/2024 Utilities- Elephant Rock	814.11	CORE Electric
4/22/2024 Utilities- Elephant Rock	211.24	350 Highway 105
Apr 2024	\$ 1,204.90	
5/2/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
5/7/2024 Utilities- Elephant Rock	706.44	CORE Eelectric
5/9/2024 Utilities- Elephant Rock	129.55	290 Hwy 105
5/21/2024 Utilities- Elephant Rock	211.24	350 Highway 105
May 2024	\$ 1,097.23	
6/3/2024 Utilities- Elephant Rock	50.00	Services
6/6/2024 Utilities- Elephant Rock	634.15	CORE Electric
6/10/2024 Utilities- Elephant Rock	129.55	290 Hwy 105
6/13/2024 General Service- Elephant Rock	157.65	290 Hwy 105
6/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Jun 2024	\$ 1,182.59	
7/1/2024 General Service- Elephant Rock	157.65	290 Hwy 105
7/1/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
7/9/2024 Utilities- Elephant Rock	132.74	290 Hwy 105
7/9/2024 Utilities- Elephant Rock	478.58	CORE Electric
7/22/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Jul 2024	\$ 1,030.21	
8/1/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
8/1/2024 Utilities- Elephant Rock	50.00	350 Hwy 105
8/7/2024 Utilities- Elephant Rock	252.38	CORE Electric
8/8/2024 Utilities- Elephant Rock	135.30	290 Hwy 105
8/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
8/22/2024 General Service- Elephant Rock	157.65	290 Hwy 105
Aug 2024	\$ 856.57	
9/4/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
9/4/2024 Utilities- Elephant Rock	50.00	350 Hwy 105 Unit A
9/9/2024 Utilities- Elephant Rock	248.29	CORE Electric
9/9/2024 Utilities- Elephant Rock	136.43	290 Hwy 105
9/23/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Sep 2024	\$ 695.96	
10/2/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
10/2/2024 Utilities- Elephant Rock	50.00	350 Hwy 105 Unit A
10/9/2024 Utilities- Elephant Rock	136.55	290 Hwy 105

10/9/2024 Utilities- Elephant Rock	317.88	CORE Electric
10/21/2024 General Service- Elephant Rock	99,440.00	Asbestos removal
10/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
10/24/2024 General Service- Elephant Rock	157.65	290 Hwy 105
Oct 2024	\$ 100,363.32	
11/1/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
11/1/2024 Utilities- Elephant Rock	50.00	350 Hwy 105 Unit A
11/6/2024 Utilities- Elephant Rock	429.65	CORE Electric
11/12/2024 Utilities- Elephant Rock	136.57	290 Hwy 105
11/21/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
Nov 2024	\$ 877.46	
12/2/2024 Utilities- Elephant Rock	50.00	290 Hwy 105
12/2/2024 Utilities- Elephant Rock	50.00	350 Hwy 105 Unit A
12/9/2024 Utilities- Elephant Rock	136.57	290 Hwy 105
12/10/2024 Utilities- Elephant Rock	958.53	CORE Electric
12/18/2024 General Service- Elephant Rock	75,000.00	Demolition of structure ER
12/23/2024 Utilities- Elephant Rock	211.24	350 Hwy 105
12/31/2024 General Service- Elephant Rock	157.65	Accrued expenses 12/31/24
Dec 2024	\$ 76,563.99	
1/3/2025 Utilities- Elephant Rock	50.00	290 Hwy 105
1/7/2025 Utilities- Elephant Rock	1,079.99	CORE Electric
1/8/2025 Utilities- Elephant Rock	136.57	290 Hwy 105
1/21/2025 Utilities- Elephant Rock	211.24	350 Hwy 105
1/28/2025 General Service- Elephant Rock	157.65	290 Hwy 105
Jan 2025	\$ 1,635.45	

TOTAL for 2023	\$ 8,627.21
TOTAL for 2024	\$ 190,663.31
Total for Jan 2025	\$ 1,635.45

Planned Developments in the Town of Palmer Lake

Planned developments (PDs) are a negotiated zone district that require both a Preliminary Development Plan (PDP) and a Final Development Plan (FDP). The preliminary development plan, which is both a written plan and a graphic plan, is created by ordinance and recorded at the El Paso County Clerk and Records Office. This is what creates the change of zone to Planned Development. If there is no recorded Preliminary Development Plan, then existing PUDs must initiate a new PD (reference 17.72.020).

Any applicant is strongly encouraged to review both Title 16- Subdivision and Title 17- Zoning before submitting any development application. To aid in the submission of a development application, the Town's website contains development checklists that can be used as a guide.

Overview of Creating a Planned Development in Palmer Lake

The steps for creating a PD zone district are as follows.

1. Step 1: Sketch Plan (17.72.110). The applicant provides a sketch plan for the following pre-application conference(s) and meeting(s) (section 17.72.100). In this context, "pre-application" means "prior to submitting a Preliminary PD Plan (PDP) application."
 - Required pre-application conference with Town Staff and Development Review Team (DRT)
 - Optional pre-application conference with Planning Commission and/or BOT
 - Optional pre-application public meeting or neighborhood meeting(s)
2. Step 2: Planned Development Plan (PDP) application, Planning Commission hearing and recommendation, and Board of Trustees hearing and decision (section 17.72.120)
3. Step 3: Final Development Plan (FDP) application, Planning Commission hearing and recommendation, and Board of Trustees hearing and decision (section 17.72.120)

Requirement to Subdivide Property (See Title 16- Subdivision)

Subdivision or Platting. For approvals under Title 17 "Zoning", subdivision or platting is also required, unless exempted by Section 16.10.050 "Specific exemptions from these regulations." (Note: There are 14 different situations listed as exemptions. **The list includes a lease of property.**)

Why do I need to create a new PD if the zoning map shows my land as PUD?

A request for PD zoning represents a change of zoning. It is a multi-step process. Any existing PUD must have a recorded Preliminary Development Plan and/or Final Development Plan for the zone designation to be valid. There are several existing PUDs for which a Planned Development Plan was never submitted nor a Final Development Plan.

The PD ordinance states the following:

- *“Existing PDs (or PUDs) shown on the Official Zoning Map. Planned Developments without a Planned Development Plan (PDP) or Final Development Plan (FDP) recorded at the El Paso County Clerk and Recorders are required to initiate a new planned development zoning application” (Town Attorney finding February 2023). This requirement has always been in the Town Code and was recently clarified with the adoption of a revised PD ordinance at the end of 2024.*
- Code Section 17.72.020. *“The approval of PD zoning requires which occurs upon approval of a Preliminary Development Plan, the PD shall be given an ordinance number and its geographical area outlined on an overlay sheet constituting part of the Official Zoning Map of the town. This PD designation and ordinance number shall continue until the development schedule in the PDP or the FDP expires as provided above or is extended amended, or completed. Upon filing and recording of a PDP, the designation shall stand unless changed, and all documents shall be kept on file for reference. (drafting note: Once a PDP is approved this constitutes the zoning to PD.)”*
- A number of the existing PUDs shown on the Official Zoning map were never given an ordinance number nor were these PUDs officially recorded at the County. Since there are no Preliminary plans, site plans, negotiated uses, dimensional requirements, or development standards associated with these properties improperly noted as PUD on the Official Zoning Map, there is no existing Planned Development plan to amend.
- Therefore, any PD for which there is no recorded plan must submit a new Preliminary Development Plan that includes both a written plan outlining statutorily required quantitative data, uses, dimensional standards, and development standards for such items as landscaping signs, lighting, parking deviations, etc. as well as a graphic plan are required as outlined in the PD ordinance.
- Since the PD district contains no established residential density or non-residential square footage requirements, nor establishes any dimensional standards, an applicant is allowed to propose by way of example but not limited to alternative parking standards, sign standards, and other site planning and architectural designs to achieve innovation in design, the PD shall be subject to the following performance criteria. Further as stated in the Municipal Code, the PD zone designation is a negotiated zone district. The Conditions and Standards for a PD (Section 17.72.50) states as follows:
 - (1) One or more of the following shall be achieved to approve a Planned Development:
 - a. The encouragement of innovations in residential, commercial, and limited industrial development through greater variety in the type, design, and layout of buildings that the Town’s existing zone districts cannot accommodate and

- by the conservation and more efficient provision of open space ancillary to the associated development.
- b. A better distribution of **induced** traffic on streets and highways.
 - c. Conservation of the value of the land.
 - d. Preservation of the site's natural features.
- (2) The design and construction of the PD shall include adequate, safe, and convenient arrangements for pedestrian and vehicular circulation, off-street parking, and loading spaces. Loading spaces are required for both non-residential development and residential development in compliance with the PPRBD-adopted building codes and the town's adopted parking and loading requirements, as amended.
 - (3) The density and/or intensity of development shall be based on the capacity of the land proposed for development to support the PD as well as the impact of the proposed development on town services and facilities and on neighboring properties that reasonably could be impacted by the proposed development. The capacity of the land shall be determined based on the size, topography, and geological and environmental limitations of the land proposed for development.
 - (4) While there may be no fixed dimensional requirements, the planning commission may recommend to the board of trustees and the board of trustees may require and approve setbacks, lot widths, and space between buildings as necessary to provide adequate access and to aid in fire protection, ensure proper ventilation, light, air, and snow melt between buildings, and to ensure that the PD is compatible with other developments in the area.
 - (5) Open space for the PD developments shall be planned to produce maximum usefulness to the users of the development and general public for purposes of recreation, preservation of scenic views, and to maintain the character of the areas as outlined in the adopted Community Master Plan. All areas designated as common or public open space pursuant to the requirements of this Chapter and the Subdivision regulations shall be accessible by proper physical and legal access ways.
 - (6) All dimensional standards shall be established and documented on an approved written and graphic PD plan.
 - (7) (7) The developer shall provide within the PD central water and sewer facilities as required by the Planning Commission, Board of Trustees, the Palmer Lake codified water requirements, Palmer Lake Sanitation District, Colorado Department of Public Health and Environment, and El Paso County Public Health.
 - (8) Clustered development is allowed and encouraged to promote maximum open space, economy of development, and variety in the type, design, and layout of buildings. In a multi-lot PD, the averaging of lot areas shall be permitted to provide flexibility in design and to relate lot size to topography, but each lot shall contain an acceptable building site. The clustering of development with usable common open areas shall be permitted to encourage provision for and access to common open areas and to save street and utility construction and maintenance costs.
 - (9) The PD shall provide pedestrian ways adequate in terms of safety, separation, convenience, and access to points of destination.

- (10) The PD shall provide parking areas in conformance with the minimum site development standards of this Title in terms of the number of spaces for each use, location, dimensions, circulation, landscaping, safety, convenience, separation, and screening.
- (11) The PD shall strive for preservation of the natural features on the site in accordance with the adopted Community Master Plan, as may be amended.
- (12) The maximum height of buildings may be increased above the maximum permitted for like buildings in other zoning districts in relation to the following characteristics of the proposed building:
- a. Its geographic location.
 - b. The probable effect on surrounding slopes and terrain.
 - c. Unreasonable adverse visual effects on adjacent sites or other areas in the vicinity.
 - d. Potential problems for adjacent sites caused by shadows, loss of air circulation, or loss of view often achieved through the addition of overlay view corridors and other legally viable means.
 - e. Influence on the general vicinity, with regard to vistas and open space.
 - f. Uses within the proposed building.
 - g. Fire protection needs.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Resolution to Authorize Professional Service Agreement for Assistance as need for Recall Petition/Election
Presented by: Town Administrator/Clerk		

Background

As the Board is aware, three petitions for recall of three current trustees were received on March 6, reviewed on March 7, and responded to with deficiencies as to form on March 10. Following an approved form, the petitioner will have 60 days to collect qualified signatures.

In light of the required statutory timeline of recall procedures, training new staff, and current workload due to staff spearheading administrative projects, it is requested to secure election assistance from GovPro Consulting LLC, as needed. Ms. Egbert previously assisted the town with municipal clerk duties in 2020.

The enclosed proposal includes the hourly rate, as needed, and an amount not to exceed \$8000 per election. Depending on the timing of an election and Ms. Egbert’s availability, she will assist staff and/or conduct the process as necessary.

The election cost to the town is anticipated at approximately \$20,000 minimum including assistance.

Staff also received a referendum, which is under legal review. This could require an additional election, depending on the timing.

Recommended Action

Approve resolution to authorize the agreement with GovPro Consulting LLC as requested.



GovPro Consulting
Judy Egbert

March 6, 2025

Town of Palmer Lake
Transmitted by email:

Dawn Collins
dawn@palmer-lake.org

**Proposal for Election Consulting
For Possible Recall Election**

Greetings:

I am pleased to provide this proposal for assistance with preliminary processes toward a potential recall election, and for election consulting services should an election be called.

General statement of services proposed:

To advise the Designated Election Official (DEO) throughout every step of the process; and to create or review all necessary documents, procedures, and filings required.

Proposed Scope of Services

- Review all preliminary documents submitted by citizens requesting the recall, and create or review all responses to these documents.
- Establish the election calendar and ensure that all deadlines are met.
- Create and provide written procedures to direct Town staff in carrying out day-to-day election customer service activities. This will be provided in a comprehensive election manual that can be used as a resource for both staff and judges. This includes all forms required for the entirety of the election.
- Provide candidate information and petition forms, including FCPA forms and schedule.
- Provide a ballot security plan that Town Staff will implement.
- Create or review all forms, signs, and notices necessary.
- Work with Town staff in developing the ballot format and securing printing services.
 - This includes envelopes needed for UOCAVA and Absentee Ballots.
- Create materials for Judges' Training and conduct the on-site training.
- Ensure that all follow-up actions are carried out after the election.
- Most of this work will be done remotely. Depending on the date that the election falls, I may be on site for the following, subject to my availability:
 - Judges' training
 - Election Day

Please note: I am not an attorney and nothing in my services should be construed as providing legal advice. The Town should rely on its Attorney to provide any needed legal counsel.

Under this contract, the Town will commit to:

- Commit the Clerk as the point of contact to implement the contract. The Town Board remains the final authority and may designate other person(s) as desired.
- Purchase all necessary election supplies as determined by Consultant.
- Facilitate and pay for all necessary printing and postage costs.
- Provide legal counsel for all legal advice needs.
- Recruit and appoint suitable Election Judges, in a number mutually determined by the Town and Consultant.
- Pay the Election Judges directly.

Specifically not included are items that are not anticipated to occur, but may. If necessary, these will be charged at the hourly rate separate from the lump sum agreement:

- Overseeing and managing a recount
- Any required appearance in any court following certification of the election
- Any additional travel requested by the Town and not specified above.

Price:

Phase 1: \$80 per hour. This represents work done up through and including the Board's action to call for the election.

Phase 2: If an election is conducted, the lump sum for the entire project will be \$8,000. Any accruals at the hourly rate will be rolled into this lump sum for a not to exceed amount of \$8,000.

If the election is not called, or is cancelled, the hourly rate will apply to all work conducted up through that point.

Summary:

Thank you for your consideration and I look forward to our continued working relationship. A draft contract is included in this communication should you wish to move forward. This proposal may be used as a Scope of Services unless a different scope is desired by the Town.

Sincerely,



Judy A. Egbert
Owner/Consultant
GovPro Consulting

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

RESOLUTION NO. 25 - 2025

**A RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES WITH
GOVPRO CONSULTING LLC FOR ELECTION ASSISTANCE, PALMER LAKE, COLORADO**

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

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

WHEREAS, the Town desires to engage the professional services of GovPro Consulting LLC to provide the Town and Town staff with assistance for elections and election related activities as needed; and

WHEREAS, GovPro Consulting LLC desires to provide the professional services needed by the Town and is committed to doing so on an hourly basis up to a maximum not to exceed amount for election activity.

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

Section 1. The Board authorizes the Mayor to sign the attached service agreement with GovPro Consulting LLC, for the scope of services provided in the agreement with the Town of Palmer Lake not to exceed \$8,000.

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 13th DAY OF MARCH 2025.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

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

SERVICES AGREEMENT Election Consulting

This Services Agreement (the "Agreement") is made and entered into effective _____ by and between the Town of Palmer Lake, Colorado (the "Town") and GovPro Consulting, LLC (the "Consultant"). The Town and the Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Active Parties.**
 - (a) Dawn Collins will represent the Town in working with Consultant. The Town may, at its discretion, appoint another person as desired.
 - (b) Judy Egbert, Sole Member of GovPro Consulting, LLC will provide the entirety of the services. No other parties are authorized to act on behalf of GovPro Consulting.
2. **Scope of Services.** The Consultant agrees to provide services as listed in Exhibit A, Scope of Services.
3. **Compensation.**
 - (a) In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Consultant a lump sum of Eight Thousand (\$8,000) dollars for work done as specified in the attached Scope of Services if an election is carried out. This rate will cover the entirety of Consultant's time, travel, and incidentals.
 - (b) If the election is not carried out to fruition, the Town agrees to pay Consultant \$80 per hour for services conducted up to that point.
 - (c) Consultant is not entitled to any fees or reimbursements beyond those specified in this contract.
 - (d) Payment is to be made at the conclusion of the contract, and within thirty days of invoice from Consultant.
4. **Time of Commencement and Completion of Services.**
 - (a) The services to be performed pursuant to this Agreement shall be initiated upon execution of this contract. This Agreement will be considered complete upon certification of the election; or upon completion of the recall process prior to election.
 - (b) This Agreement may be terminated by either party upon written notice. If the agreement is terminated prior to certification of the

election, services will be billed for actual costs up to the point of termination.

5. **Independent Consultant.** The services to be performed by the Consultant are those of an independent Consultant and not of an employee of the Town. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Consultant is not entitled to workers' compensation benefits from the Town for the performance of the services specified in this Agreement. Consultant is not entitled to any benefits offered to employees.
6. **Compliance with Laws.** The Consultant is expected to be familiar with laws governing municipalities in Colorado, and to comply with these laws in performing work outlined in the Scope of Services. Consultant is not an Attorney and does not provide legal advice.
7. **Default.** Every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
8. **Binding Effect.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
9. **Applicable Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.
10. **PERA.** Judy Egbert is a PERA retiree. If the Town is a PERA employer, it will be required to comply with all requirements governing this relationship, including remitting employer contributions on payments made to Consultant.
11. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
12. **Notices.** All which may be given under this Agreement shall be effective when emailed with a "read receipt" or mailed via registered or certified mail to the address shown below.
13. **No Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
14. **Indemnification and Hold Harmless.** To the extent required by applicable law, Town shall hold Contractor harmless from and against all

actions, damages, costs, liability, claims, losses, penalties and expenses (including without limitation reasonable attorney’s fees for legal counsel retained by Town, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Consultant’s actions while acting within the scope of services contained herein. This obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.

CONSULTANT:



Judy A. Egbert
GovPro Consulting, LLC
410 12th Street
Alamosa, CO 81101
719/580-9357
GovPro@outlook.com

TOWN OF PALMER LAKE:

Dawn A. Collins
Town Administrator/Clerk
Town of Palmer Lake
42 Valley Crescent
Palmer Lake, CO 80133
719-481-2953
dawn@palmer-lake.org

ATTEST

Deputy Town Clerk

EXHIBIT A Scope of Services

CONSULTANT:

- Consultant will provide election consulting services in conjunction with the anticipated special recall election. Specifically:
 - Advise the DEO in all aspects of actions relating to the recall process and potential election.
 - Create and/or review all necessary documents, forms, signs, etc. needed for conducting the election.
 - Prepare the ballot and ballot package and facilitate printing and mailing.
 - Prepare all required legal notices and facilitate posting/publication.
 - Ensure that all deadlines are met.
 - Create and provide all necessary forms and procedures in the form of an Election Manual.
 - Ensure that the Town secures services of Election Judges.
 - Facilitate Judge's training.
 - Be available as needed for the entirety of Election Day, and any days that election judges are working.
 - While it is desired to be on site on Election Day, availability may be remote depending on Consultant's prior obligations.
- Consultant may conduct preparatory work remotely, with on-site services as specified above.
- Consultant will be available by phone or email at all reasonable times of day beginning upon the effective date of this contract, and through the end of this contract.

DISTRICT:

- The Town will:
 - Designate Dawn Collins as the point of contact in providing staff assistance.
 - Purchase or lease all necessary election supplies, services, and equipment as determined by Consultant.
 - Pay for all necessary printing and postage costs, including costs of a professional ballot printing vendor.
 - Appoint an appropriate number of suitable Election Judges, based on the recommendation of the Consultant; or delegate appointment authority to Consultant through Board action.
 - Pay the Election Judges directly.
 - Procure and utilize any legal counsel necessary during the course of the election. Consultant is not an attorney and does not provide legal advice.

NOTE:

- The following items are not anticipated, but may occur. If needed, Consultant commits to carrying out at an additional cost. Compensation will be paid at the rate of \$80 per hour and actual travel costs.
 - Oversee and manage a recount;
 - Any required appearances in Court following certification of the election.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Term Limits for Citizen Appointments (REVISED)
Presented by: Town Administrator/Clerk		

Background

As requested by the Board, enclosed is a proposed revision to the municipal code to consider term limits of three consecutive terms for citizen appointments to the Town Board of Adjustment, Parks and Trails Commission, and Planning Commission.

Note: Appointed members have expressed concern about filling a vacancy - ie., current situation for Parks and Trails Commission, with 2 regular + 1 alternate position open.

Recommended Action

Direction to staff to create ordinance to amend the term limits as drafted or other direction.

2.16.010. Creation and appointment.

- (a) The town board of trustees shall appoint a board of adjustment consisting of five voting members, as follows: one member from the board of trustees; one member from the planning commission and three regular members. Each member shall serve for two years; provided, however, that of the first appointed board, three members shall serve two-year terms, and two members shall serve a one-year term. Board members must be residents and qualified electors of the town.
- (b) Two associate members to the board of adjustment may also be appointed by the town board of trustees. Each associate member must be a resident and a qualified elector of the town. Associate members shall perform all of the duties of a regular member in the absence or disqualification of a regular member from a meeting.
- (c) ~~Two months prior to the term expiration date, the town clerk shall post a notice of expiration of the term in the town area.~~ Any member currently serving and wishing to be reappointed for an additional term ~~shall may~~ do so ~~by submitting a letter of intent to the town administrator with approval by~~ the town board of trustees. ~~shall appoint the new member from among those responding to the notification.~~ Members may be ~~reappointed up to three consecutive terms to serve successive terms without limitation.~~ Terms shall be deemed to be consecutive unless there is a minimum of one year between the end of one term and the commencement of the next term.
- (d) The board of adjustment shall elect from its members a chairperson and vice-chairperson whose term shall be for one year. The chairperson and vice-chairperson positions shall be offered to the citizen members, if no citizen member wishes to serve in either capacity, then either position may be filled by the board of trustee member or the planning commission member.
- (e) Any member of the board of adjustment may be removed for chronic absenteeism or for other good cause as determined by the town board of trustees upon written notice. For purposes of this section, the term "chronic absenteeism" means three or more consecutive unexcused absences from board of adjustment meetings or absences from more than 50 percent of the board's meetings in any 12-month period.
- (f) Members shall serve without compensation, except that the town board of trustees may authorize the reimbursement of reasonable out-of-pocket expenses incurred by members in the performance of their duties.

(Code 1973, § 17.72.010; Ord. No. 13-1973, § IX:1, 1973; Ord. No. 15-1973, § IX:1, 1973; Ord. No. 6-1992, § 1, 1992; Ord. No. 4-2004, § 1, 2004)

2.20.020. Term of office.

The terms of office for the appointed members shall be two-year staggered terms. Recommendation for re-appointment is an option. The limit is three consecutive terms for each member. Terms shall be deemed to be consecutive unless there is a minimum of one year between the end of one term and the commencement of a next term. In the event that a vacancy occurs during the term of any member, his or her successor may be recommended by the commission and shall be appointed by the mayor, with the approval of the town board of trustees, for the unexpired portion of the term.

(Code 1973, § 12.20.030; Ord. No. 4-1991, § 4, 1991)

2.12.020. Membership, terms, vacancies.

The planning commission shall consist of seven members to be appointed by the town board of trustees. The term of each appointed member shall be two years or until his or her successor takes office. The terms of office shall be staggered. A ~~The~~ limit of ~~is~~ three consecutive terms shall be applied for each member. Terms shall be deemed to be consecutive unless there is a minimum of one year between the end of one term and the commencement of the next term.

(Code 1973, § 2.16.020; Ord. No. 11-1989, § 2, 1989; Ord. No. 2-1970, § 2, 1970)



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Direction for Police Command Vehicle
Presented by: Police Chief Smith		

Background

As follow up to the workshop discussion on 2/27 about PLPD direction for the department, the need for a command vehicle was discussed.

Although the replacement vehicle did not come to fruition for fiscal year 2025, a maximum amount approved by the Board would assist in the search for a proper command vehicle for the Police Chief. Due to additional responsibilities assigned to the Lieutenant, the current jeep will be transitioned to Lt Lundy as a command vehicle to respond in Chief's absence.

The department is seeking a not to exceed amount of \$38,000.00. The vehicle is planned to be purchased from the Colorado State Purchasing Agreement.

Recommended Action

Direction for a not to exceed amount for a proper command vehicle.



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

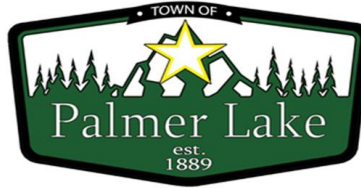
DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Board of Trustee Expectations
Presented by: Town Administrator/Clerk		

Background

As discussed by the Board, enclosed are proposed expectations for Board members to consider and uphold.

Recommended Action

Direction to staff to finalize and consider by resolution or other direction.



Expectations of the Palmer Lake Town Board of Trustees

Have a “yes, we can” attitude.

Town Board of Trustee members shall always show respect for each other. Disagreement and healthy debate are positive and expected. An effective Board is comprised of members who can agree to disagree, and discussions should not become personal.

Members shall keep an open mind and objectively listen to the opinions of other members before making a determination of an issue.

The Town Administrator/Clerk and Town Attorney will follow directives from the Board of Trustees as a body. Individual Board members may implement directives by bringing it to the Board for action. Town staff, other than the Town Administrator/Clerk, will take direction solely from the Town Administrator or a direct supervisor of that position.

The Town Board of Trustees is responsible for making policy. Town staff is responsible for implementing policy. Once a decision is made, Board members and staff accept and support the decision moving forward.

Town Board of Trustees are expected to review the meeting packet prior to the meeting. The Mayor has authority over the Board meetings. Focus shall be on the items at hand and not stray. Board members are expected not to interrupt the Mayor or any speaker that the Mayor has opened the floor to speak.

Like staff accepting the decisions made of the Board of Trustees, Board members may disagree; however, after a vote is taken, all members are expected to work together, not against each other, and support the decisions of the Board of Trustees.

Town staff shall be entrusted to the daily operations of conducting Town business. Board members shall be open to staff knowledge and expertise in their field and be open to staff recommendations relating to Town business when making decisions.



Town Board members and staff shall recognize and respect the role and responsibility of public servants, consider what is right for the community as a whole, and contribute to the enjoyment of serving the Town of Palmer Lake.

DRAFT



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

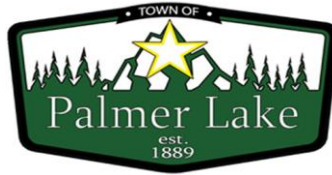
DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Board of Trustee and Mayor Job Description
Presented by: Town Administrator/Clerk		

Background

As reviewed by the Board, enclosed are proposed job descriptions for a Board of Trustee member and Mayor to consider and uphold.

Recommended Action

Direction to staff to finalize and consider by resolution or other direction.



Position: Town Mayor, Board of Trustees

Reports To: Citizens of Town

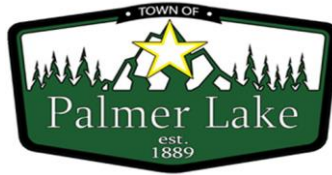
Classification: n/a

Salary Range: n/a

Definition: This position possesses all legislative powers granted by state law and shall represent constituents to make policy decisions and budget for the execution of such policies.

General Statement of Duties: This position requires most work to be conducted in a public meeting with the following responsibilities:

- Regularly attend and Chair Town Board meetings
- Review authorized body proceedings (Parks, Planning, Board of Adjustment, any advisory committees)
- Familiarize with Colorado Revised Statutes
- Familiarize with municipal code of ordinances
- Tracking current legislative proposed bills to bring awareness of the impact of said measures to the Town
- Develop general understanding of municipal government
- Intergovernmental participation (i.e., outside agency involvement)
- Develop relationships at the county level facilitating awareness of the needs of Palmer Lake while representing the town's interests
- Regularly attend County Commission meetings, Pikes Peak Area of Government meetings, County Board of Health meetings, representing Palmer Lake
- Develop relationships at the state level facilitating awareness of the needs of Palmer Lake while representing the town's interests
- Interpersonal communication and representation - consistent presence at ribbon cuttings, business openings, school events, festivals, and other community events
- Monthly Mayor's message - 12 per year
- Be available and responsive to public members with Town office hours, personal appointments, telephone, and email
- Act with integrity and consistency representing the Town
- Hold fellow Board members accountable to Board rules of conduct
- Be dedicated to the interests of citizens and community as a whole
- Be a good listener and open to thoughts and ideas of others including staff and citizens
- Work cooperatively with others
- Assist with confirming annual re-appointment of town officials
- Review meeting material prior to a public meeting
- Engage in discussion and vote on required action items
- Oversee the Town Administrator's execution of policy and annually review performance

**Education/Training Qualifications:**

- Be a citizen of U.S.
- Be registered to vote
- Be at least 18 years of age on date of election
- Have resided in Town at least 12 consecutive months prior to election

Notice:

All qualified applicants will receive consideration for employment without regard to ancestry, color, creed, gender variance, genetic characteristics, immigration status, marital status, mental disability, national origin, physical disability, race, religion, sex, sexual orientation, source of income, age, or pregnancy.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

Sunshine Law Notice:

Résumés and all application materials will be kept confidential until finalists are announced. The full record of finalists will be subject to public disclosure no later than 14 days prior to an offer of employment, as per Colorado Statute 24-6-402 (3.5).

BOT 2-2025



Position: Town Board of Trustee Member

Reports To: Citizens of Town

Classification: n/a

Salary Range: n/a

Definition: This position possesses all legislative powers granted by state law and shall represent constituents to make policy decisions and budget for the execution of such policies.

General Statement of Duties: This position requires most work to be conducted in a public meeting with the following responsibilities:

- Regularly attend Town Board meetings
- Review authorized body proceedings (Parks, Planning, Board of Adjustment, any advisory committees)
- Familiarize with Colorado Revised Statutes
- Familiarize with municipal code of ordinances
- Develop general understanding of municipal government
- Develop understanding of municipal budget, participate in the budget process
- Willingness to learn
- Act with integrity and consistency representing the Town
- Be dedicated to the interests of citizens and community as a whole
- Be a good listener and open to thoughts and ideas of others including staff and citizens
- Be willing to work cooperatively with others
- Review meeting material prior to a public meeting
- Engage in discussion and vote on required action items
- Be courteous and respectful of fellow Board members
- Support the decisions of the Board publicly once decisions are made
- Intergovernmental participation (i.e., outside involvement)
- Oversee the Town Administrator's execution of policy and annually review performance

Education/Training Qualifications:

- Be a citizen of U.S.
- Be registered to vote
- Be at least 18 years of age on date of election
- Have resided in Town at least 12 consecutive months prior to election



Notice:

All qualified applicants will receive consideration for employment without regard to ancestry, color, creed, gender variance, genetic characteristics, immigration status, marital status, mental disability, national origin, physical disability, race, religion, sex, sexual orientation, source of income, age, or pregnancy.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

Sunshine Law Notice:

Résumés and all application materials will be kept confidential until finalists are announced. The full record of finalists will be subject to public disclosure no later than 14 days prior to an offer of employment, as per Colorado Statute 24-6-402 (3.5).

BOT 2-2025

DRAFT



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Modification to Public Comment Policy
Presented by: Town Administrator/Clerk		

Background

As reviewed by the Board, enclosed is revision to the public comment policy and a proposed summary to be added to the start of each commission and board regular meeting agenda.

Recommended Action

Direction to staff to finalize and consider by resolution or other direction.

TOWN OF PALMER LAKE PUBLIC COMMENT POLICY REVISED 03-2025

The Town of Palmer Lake Board of Trustees has adopted the following policy regarding ~~the~~ public comments ~~during portion of~~ the Board ~~of Trustee's~~ meetings. This policy must be adhered to by anyone wishing to address the Board.

The Board of Trustees of the Town of Palmer Lake recognizes the value of public comment on public issues relevant to Town government and acknowledges the importance of allowing members of the public to express themselves on matters of community interest. To permit the fair and orderly expression of such comments, the Board provides a period for public comment at every regular meeting; as well as; the opportunity during the meeting to comment on specific agenda items.

A. Public comment on items that ARE on the agenda.

1. Any public comment that relates to an item that is on the agenda must be provided during the discussion of that item.
2. Once the Board has acted on an agenda item, it will not entertain further discussion or comment on the item by the public.
3. A speaker who wishes to comment on agenda items ~~s~~ may do so ~~virtually in writing if they make arrangements~~ in advance with the Town Clerk.

B. For any public comment that relates to items that ARE NOT on the agenda.

A speaker who wishes to provide public comment on a non-agenda items ~~s~~ must do so in person, or by email to the Town 24 hours in advance of the meeting time, but cannot do so telephonically or virtually. and cannot do so telephonically or virtually

Formatted: Indent: Left: 0.25"

C. Rules for ALL public comment.

All public comment, whether it is during the discussion of an agenda item or during the portion of the meeting allowing public comment on non-agenda items, must adhere to the following:

Formatted: Indent: Left: 0.25"

1. A speaker must be recognized by the Mayor before speaking.
2. The speaker should state their name and address for the record.
3. Comments should be addressed solely to the Board, as a whole, and not directed to Town Staff or individual Trustees.
4. Each speaker is limited to no more than 3 minutes, unless the Board extends it.
5. No speaker can "pool" ~~their~~ time with another speaker.
6. Each speaker may only speak once on a topic or agenda item.
7. The Mayor may, in their discretion, limit the total amount of time or the total number of speakers that will be allowed in connection with a particular topic or agenda item.

8. Points made by previous speakers should not be duplicated, but a speaker can indicate they agree with comments of a previous speaker.
9. Only oral comments or written comments of one page or less are permitted. No other visual or auditory presentations are permitted.
10. Civility and respect for others is required.
11. Comments, or other distractions from audience members who have not been recognized by the Mayor to speak are not permitted.
12. The Mayor may require any individual to leave the meeting when that person [fails to fully comply with any of these rules or](#) does not observe reasonable decorum.
13. The Mayor may request the assistance of law enforcement if a person's conduct interferes with the orderly progress of the meeting.
14. The Mayor may call for a recess if the lack of decorum so interferes with the orderly conduct of the meeting.

The following shall be noticed in writing on the Board of Trustee meeting agenda and read at the start of each meeting.

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

A speaker must be recognized by the Mayor to step to the podium, sign in, use the microphone, state name and address for the record, and address comments solely to the Board, as a whole. Each speaker is limited to 3 minutes, cannot pool time with another, and each speaker may only speak once per topic. Civility and respect is required. Comments should not be directed to Town staff, individual Trustees or to public members. Comments or disruption from audience members not recognized by the Mayor are prohibited. Points already made should not be duplicated. Only written comments limited to one page will be permitted. Public members are also invited to submit comments by email to be distributed to the Board separately. Note that comments submitted to the Board of Trustees is a public record. Please understand that the Board will listen and consider public comments; however, the Board will not discuss or take action on your comment but may refer it to staff and/or a future meeting for discussion. Thank you for your cooperation.

[Failure to comply with this policy may subject a person to penalties and/or removal from the meeting in accordance with C.R.S. Section 18-9-108. ~~(Disrupting lawful assembly)~~.]



Item 19.

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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Revision to Board Mission and Vision
Presented by: Town Administrator/Clerk		

Background

As reviewed by the Board, enclosed is the draft revision to the Mission and Vision for the town.

Recommended Action

Direction to staff to finalize and consider by resolution or other direction.

Mission

Our mission is to provide leadership to preserve our ~~small~~ community dynamic with ~~measured and sustainable thoughtful~~ growth in partnership with the citizens of the town of Palmer Lake.

Vision

- Serving the community to ~~meet provide public services and safety~~ fundamental needs while respecting the diversity and values of our citizens.
- ~~Fostering~~ Maintaining trust through effective communication, transparency, and partnership with the community.
- To ~~develop sustainable, durable revenue streams~~ support a healthy economic environment to assure Palmer Lake's future.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Ground Rules for Board Members
Presented by: Town Administrator/Clerk		

Background

As discussed by the Board, enclosed are draft ground rules for consideration and subsequent steps to address members if rules are not followed or issues arise with members.

Recommended Action

Direction to staff to finalize and consider by resolution or other direction.

TOWN OF PALMER LAKE BOARD OF TRUSTEES

Board Member Ground Rules

Keep a casual use of “Bob’s rules” for meeting proceedings.

Be mindful that Board meetings are public, and we are in the public eye – please conduct yourselves accordingly.

If you experience issues with a fellow trustee, please confront those issues with the other member outside of the Board meeting. It is unacceptable to address differences between trustees at a public meeting. Members were elected (or appointed) to serve the needs and interests of the community. Each of us represents the electors of the town.

Following are general rules of the Board:

- Act professional and show each other courtesy during meetings – negative comments about staff, a business or individuals are unacceptable.
- Speak clearly into the microphone.
- Treat people the way you want to be treated. Speak to people the way you want to be spoken to.
- Ask to be recognized to speak to an item – raise hand and, if not noticed, please ask “Mayor, may I..?”
- Speak clearly for the record - do not engage in sidebar conversations or comment under your breath.
- Stay focused on agenda and topic at hand.
- Limit phone use to emergency (work, kids) – if message must be addressed, please step away from the meeting table (kitchen).
- Be mindful of meeting time - once you have made your point(s), there is no need to repeat them over again.
- Be mindful to not engage and end derogatory remarks about staff from public.
- Regardless of vote, we (the Board) are one voice.
- Direct Town Administrator and Attorney – do not use position of authority with staff or public members. Follow chain of command.
- Keep confidential information from executive session confidential, until it is determined public by the Board.

When these rules are not followed, or there is conflict between members, consider the following:

- 1) Address the issue directly with the member, as soon as possible, reminding them of the rules agreed to for resolution;
- 2) Meet with a Board chosen mediator to facilitate a discussion between two members to resolve;
- 3) Meet as a group in a retreat format to address the conflict/issue to be resolved.



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Policy for Annual Review and Designation of Board Members
Presented by: Town Administrator/Clerk		

Background

As discussed by the Board, enclosed is a proposed draft policy for annual review and designation of elected officials to act as a liaison to various department and/or advisory commission. Designation will not be required for all members and may change annually depending on the needs identified by the Board and the availability of Board members.

Recommended Action

Direction to finalize and consider policy by resolution or other direction.

TOWN OF PALMER LAKE POLICY TO ASSIGN ELECTED OFFICIALS LIAISON ROLES

The Town of Palmer Lake Board of Trustees has adopted the following policy regarding reviewing and assigning elected officials in a liaison role.

Purpose

The Board of Trustees works in cooperation with a variety of other governmental agencies and entities, as well as several Town committees, boards, and commissions. To promote and encourage open communication between the Board and those other entities, it desires to establish policies for the Mayor and Trustees to serve as liaison to them. This policy is intended to provide guidance in the appointment of liaison to various entities, identify the role of such liaison, and to allow for annual review of such appointments and the processes involved.

Role of Board Appointed Liaison

The role of the Mayor or a Trustee appointed to act as a liaison between the Board of Trustees and another entity is to act as an communication conduit, attending meetings of the entity, listening to discussion and proceedings, gathering information to communicate to the Board of Trustees and, when requested to do so by the Board of trustees, communicating information from the Board of Trustees to the entity. The Mayor or Trustee liaison is not to act as a member of the entity to which they have been assigned, but rather as a resource to receive and convey information.

The liaison role is not to direct staff, participate in personnel matters or operational activity. Nor is the role to participate in discussions that are being considered advisory to the Board of Trustees or that involve decisions that could subsequently be appealed to the Board of Trustees. Any concerns about the liaison assignment shall be reported to the Town Administrator, the Town Attorney and/or the Board of Trustees.

Annual Review

Annually, at a Board retreat scheduled between the last meeting of December and first meeting of January or at such other times as the Board deems it appropriate, the Board will review and modify the liaison assignments as the Board deems appropriate.

Liaison Positions

Currently, the Board identified the following liaison assignments:

- Liaison assignment to the Planning Commission
- Liaison assignment to the Parks and Trails Commission
- Liaison assignment to the Water Department
- Liaison assignment to the Public Works Department
- Liaison assignment to Economic Development



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

DATE: March 13, 2025	ITEM NO.	SUBJECT: Consider Town Purchase Policy
Presented by: Town Administrator/Clerk		

Background

Although the town has not historically had a written purchase policy; there is a regular practice. With this item is a draft policy for Board consideration and direction based on that practice.

Recommended Action

Direction to staff to finalize and consider by resolution.

TOWN OF PALMER LAKE PURCHASE POLICY

The Town of Palmer Lake Board of Trustees has adopted the following policy regarding the purchasing authority for town operations.

In conjunction with the annual budget approved by the Board of Trustees of the Town of Palmer Lake, the following provides guidance to standards when purchasing goods and services on behalf of the Town, provide for timely purchases and follow good business practices.

Guidelines

Vendor relations: Town employees will conduct all purchasing functions in a professional manner and shall promote equal opportunity and fairness in all vendor relations.

Ethics and standards of behavior: All purchasing functions shall be conducted impartially to assure fair competitive access by responsible vendors. In addition, public employees should conduct themselves in a manner that will foster public confidence in the procurement process.

Local preference: Purchasing goods and services from local vendors is desired because it stimulates the local economy and recognizes that our local vendors are valued members of our community. If factors such as quality, previous performance, and availability are substantially equal among vendors, a vendor whose business is located in Palmer Lake may be awarded a contract if their quote or bid is within 10% of the low bid.

Multi-year contract: A contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Town, provided that the term of the contract and annual appropriation and renewal provisions are included in the original solicitation process. Adequate funds must be available to fulfill the first fiscal year's obligation at the time of contract execution. Subsequent years' appropriations must be subject to authorization by the Town Board of Trustees.

Purchasing authority: The Town Administrator, or his or her designee, is authorized to enter into and sign agreements and make purchases on behalf of the town that are within the limits of this policy. At the discretion of the Town Administrator, a contract that is within the spending limits of the Town Administrator may be submitted to the Town Board of Trustees for its approval.

Policy and Threshold

The Town Administrator will maintain administrative rules with the provisions of this policy for the implementation of daily purchasing needs. All payments in Table A will be processed as soon as administratively feasible following delivery of product or work completed. Payments for purchases within the annual budget will not require Board of Trustee approval for payment. Payments for contracts approved by the Board of Trustees will not be resubmitted for approval prior to payment.

The following definitions apply –

Open Market: Method of informal evaluation by the purchaser. Open market may be made without obtaining quotes if the price is determined fair and reasonable by town staff.

Comparative Pricing: Method of obtaining/soliciting three verbal or written quotes from qualified vendor/supplier. Select the quote and vendor providing the product or service for the lowest price and meets the required specification. A department supervisor or the Town Administrator shall have the authority to approve the expenditure as set forth in Table A.

Competitive Bid Process: Requests for Proposal (RFP) and Requests for Qualifications (RFQ) will be issued. The Board of Trustees have the sole authority to approve the expenditure and contract exceeding \$25,000. The town website will be the primary advertising for the bid process.

Table A is a general summary of purchasing guidelines.

Table A – General Summary of Purchasing Guidelines			
<i>Amount</i>	<i>Purchase Review</i>	<i>Process</i>	<i>(Contract) Approval</i>
Up to \$999.99	Department Supervisor	Open Market	Department Supervisor
\$1000--4999.99	Department Supervisor	Open/Comparative	Department Supervisor
\$5000—14,999.99	Town Administrator	Comparative	Town Administrator
\$15,000—24,999.99	Board of Trustees	Comparative	Town Administrator
Over \$25,000	Board of Trustees	Competitive	Board of Trustees

Note: For the purchase of recurring products and services, comparative pricing will be solicited approximately every five years, unless determined more frequently by the Town Administrator.

Exceptions

The following are exceptions to the Town’s purchasing policy.

Cooperative purchasing: Products or services for which other public agencies have gone through a competitive process and are able to have their bid price extend to the town. The town may also participate in joint bidding with other agencies if it is in the best interest of the town to do so.

Sole source purchase: Purchase of products and services which can only be provided by one supplier or only from one source due to patent, copyright, supply, or other issues, are exempt from the competitive bid process guidelines. The Town Administrator may approve waivers from the requirement of this policy, if determined to be in the town’s best interest.

Emergency: The provisions of this policy may be suspended by the Town Administrator for emergency needs when it is necessary to preserve public health, welfare or safety.

Insurance and benefits: The purchase of all insurance and benefits, including renewal or extension, and related recordkeeping services, are exempt from this policy. Insurance and

benefits will be procured in a generally competitive manner as determined by the Town Administrator.

Utilities and other recurring monthly payment: The purchase of utilities and other recurring monthly payment (including but not limited to water, sanitation, electric, phone, fuel, consulting, etc.) are exempt from this policy.

Legal and investigation services: Outside legal services obtained by the town are exempt from this policy.

Intergovernmental agreements: Goods and services obtained from or payments made to other governmental or quasi-judicial entities pursuant to an approved agreement are exempt from this policy.

Preferred vendor: Where the Town has entered into a previous agreement with a vendor for specific products or services and has been satisfied with those products or services, the Town may utilize the products or services of that preferred vendor without the necessity for comparative or competitive pricing, though it is not obligated to do so.

Pass through funding: The purchase of goods and services to be funded solely by user fees paid directly for those goods or services are exempt from this policy.

Conflict of Interest

Neither the Town Board of Trustees or any employee of the town shall have any personal beneficial interest, either directly or indirectly, in any purchase made by the town or in any firm, corporation, or association furnishing or bidding on such purchase, except upon full disclosure and approval of such interest to the Town Administrator or Board of Trustees, according to the expense thresholds in Table A.