



BOARD OF TRUSTEES MEETING

Thursday, March 28, 2024

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

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

LIVE STREAM available at Town website

AGENDA

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

Call to Order

Roll Call

Convene to Executive Session

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. 24-6-402(4)(e) – possible sale of town property; and to confer with special employment counsel for the Town to receive legal advice on specific questions concerning information available and responses to inquiries related to the separation of former Chief Vanderpool pursuant to C.R.S. 24-6-402(4)(b).

Reconvene to Open Session at 5:45 PM to open doors for public; regular meeting at 6 PM

Roll Call

Pledge of Allegiance

Presentation

- [1.](#) Proclamation for National Library Week, April 7-13
- [2.](#) Proposal to Restore Elephant Rock Structures, Lindsay & Richard Willan

Consent Agenda

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

- [3.](#) Minutes from February 22, 2024 Meeting
- [4.](#) Minutes from Special Meeting on February 28, 2024
5. Checks over \$15,000 - Meyer & Sams/GMS (\$18,245.18); Aspen Auto (\$22,684.91); CIRSA (\$35,602.73)

[6.](#) Financials (Feb)

Staff/Department Reports

- [7.](#) Water
- [8.](#) Public Works including Roads & Park Maintenance
- [9.](#) Police
- [10.](#) Fire
- [11.](#) Administration
- 12. Attorney
- 13. Administrator/Clerk

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

- 14. Application for Conditional Use Permit for Landscape Yard in C2 Zone (Greater Grounds) -
Continued by Planning Commission to April 17; Requesting Continue Hearing to April 25
- [15.](#) Application for Conditional Use Permit for Multi-Family Residential in C1 Zone
(Albright/Tedeschi)

Business Items

- [16.](#) Resolution 21-2024 to Approve Conditional Use Permit for Multi-Family Residential in C1 Zone
(Albright/Tedeschi)
- [17.](#) Special Event Application - Fishing Derby, Tri-lakes Lions Club (6/1)
- [18.](#) Resolution 22-2024 to Appoint Citizen to Parks and Trails Commission
- [19.](#) Update/Action Regarding Applicant Withdrawal of Ben Lomand Mountain Annexation Petition
- 20. Discussion/Direction on Proposal to Restore Elephant Rock Structures
- [21.](#) Consider Approval of Asbestos Abatement Service to Elephant Rock Structures
- [22.](#) Consider Approval of Revised Addendum No 1 to Lease Agreement (Willans)
- [23.](#) Consideration to Transfer Greeley Water Tap
- [24.](#) Discussion/Direction to Allow Business Directional Sign on Town Owned Property (Alpine Essentials)
- [25.](#) Discussion/Direction to Allow a Private Well on R-1 Five Acre Property (Miller)
- [26.](#) Resolution 23-2024 Authorizing PLPD to Sign a Mutual Aid Agreement with Colorado Rangers
- [27.](#) Resolution 24-2024 to Adopt Land Use Application Checklists
- 28. Ordinance Relating to Annexation Procedure

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 (4/3 All Officials Training; 4/11 Joint Meeting with Planning Commission at 5 pm; Regular Meeting at 6 pm) and Future Items

Convene to Executive Session (for unfinished discussion noted above)

Reconvene to Open Session

Adjourn

Americans with Disabilities Act

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

Proclamation Recognizing National Library Week 2024

WHEREAS, today's libraries are more about what they can do with and for their communities, and not just about what they have on the shelves. They provide the opportunity for everyone to pursue their passions and engage in lifelong learning by cultivating spaces for belonging, personal growth, and strong communities; and

WHEREAS, libraries have long served as trusted institutions, often the heart of their cities, towns, schools, and academic campuses; and

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

WHEREAS, we recognize librarians as information professionals who provide expertise, services and guidance for patrons to access credible sources and material, making their own informed decisions about the world today; and

WHEREAS, libraries provide access to and display a wide range of information and ideas for all; and

WHEREAS, libraries are accessible places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, in a continued effort to build strong communities, Pikes Peak Library District serves a population of nearly 740,000 people via 16 facilities, mobile library services, and a large online hub of resources. In 2023, residents accessed 6.8 million electronic and physical materials from PPLD that connected El Paso County residents with information and resources to enhance their quality of life; and

WHEREAS, we celebrate April 9th as Library Workers' Day to recognize the immeasurable contributions made by library workers; April 10th as National Outreach Day showing library services are not limited to their physical location; and April 11th as Take Action for Libraries Day encouraging community support for libraries.

NOW, THEREFORE, be it resolved that we, the Town Board of Trustees, proclaim National Library Week April 7—13, 2024, in Palmer Lake. During this week, Pikes Peak Library District (PPLD) invites all residents to visit their local library, and to join them at any of the eight open houses that will take place the week of April 7—13 throughout the Library District. Because of you, libraries transform lives and communities.

DONE THIS 28th day of March, 2024, at Palmer Lake, Colorado.

TOWN BOARD OF TRUSTEES

Attest: *Bauna Collins*
Town Administrator/Clerk

Glant Havenar
Mayor Glant Havenar

RECONSIDERATION OF RESOLUTION 83-2023 6 CABINS AND LONG HOUSE, MARCH 28TH 2024

Item 2.





Elephant Rock Eco Spa



2024 FLOODPLAIN

Item 2.

provided by Pikes Peak Reginal Building Department



2023 Microsoft Corporation, © 2023 Maxar, ©CNES (2023) Distribution Airbus...



KEITH CURTIS, PE,
LEED® AP, CFM
Floodplain Administrator

2880 International Circle
Colorado Springs, Colorado 80910
www.pprbd.org

TEL 719-327-2896
keith@pprbd.org

100 200ft

PROFESSIONAL ENGINEER CONCLUSION AND RECOMMENDATION

LONG HOUSE and CABINS

“There are no signs that the roof of these structures had failed. The walls of the cabins and long house appear relatively plumb (straight).”

DARRELL YEE PE

P. 2

Item 2.

Page Two

The floor of the cabins consists of a concrete slab on grade (Photograph No. 4). Some minor cracking was observed in some of the slabs of the cabins.

Long House

The roof framing of the Long House consists of handcrafted wood roof trusses (Photograph No. 5). The exterior walls of the Long House consists of 2 x 4 studs (Photograph No. 6).

A hole was dug in the ground alongside the foundation at the Long House for observation. The foundation consists of concrete, and extends 24 inches into the ground.

The Contractor was able to gain access to the crawl space area (area below the main floor), and discovered that the floor joists consist of 2 x 8 wood members, spaced 24 inches center to center, and span approximately 18 feet. The floor joists are supported by wood beam, and the foundation walls.

Conclusions and Recommendation

Based on what could be observed, there are no signs of major movement/settlement in the foundations of the cabins and Long House. There are no signs that the roofs of these structures had failed. The walls of the cabins and Long House appear relatively plumb (straight).

Several of the roofs of the cabins and Long House may require some repairs/modifications if these buildings are to be occupied. Further investigation and analysis will determine that. Depending upon the use of the Long House, the main floor framing may require additional framing members and footings in the crawl space area. Please understand that because these structures were built over 100 years ago, they do not comply with local building codes.

If you have any questions regarding these issues, please do not hesitate in calling me at (719) 495-7515.

Sincerely,

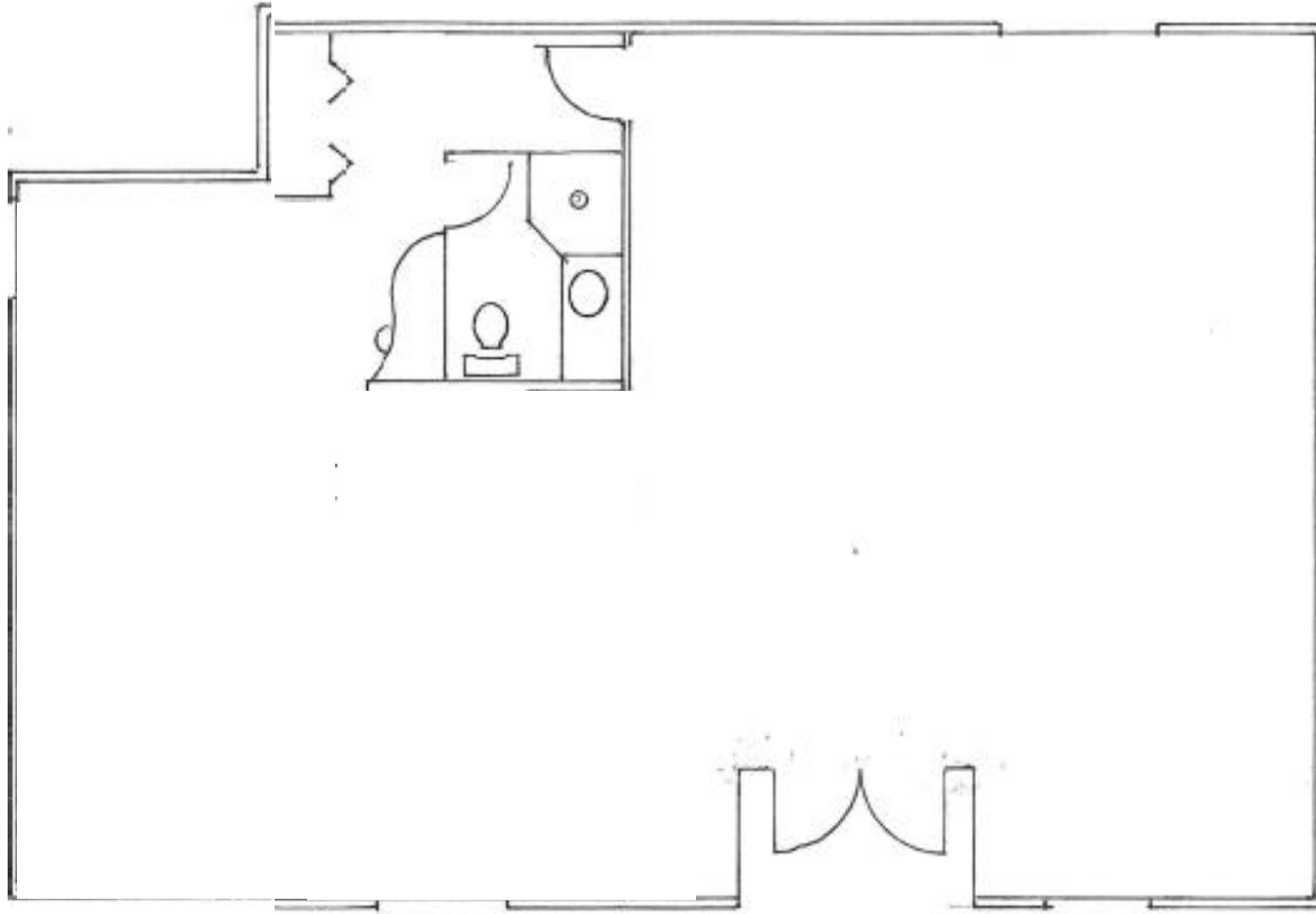


Darrell Yee, PE
Yee Consulting Engineering, Inc



MULTIPLE USE CABIN TEMPLATE RESTORATION TO SUIT

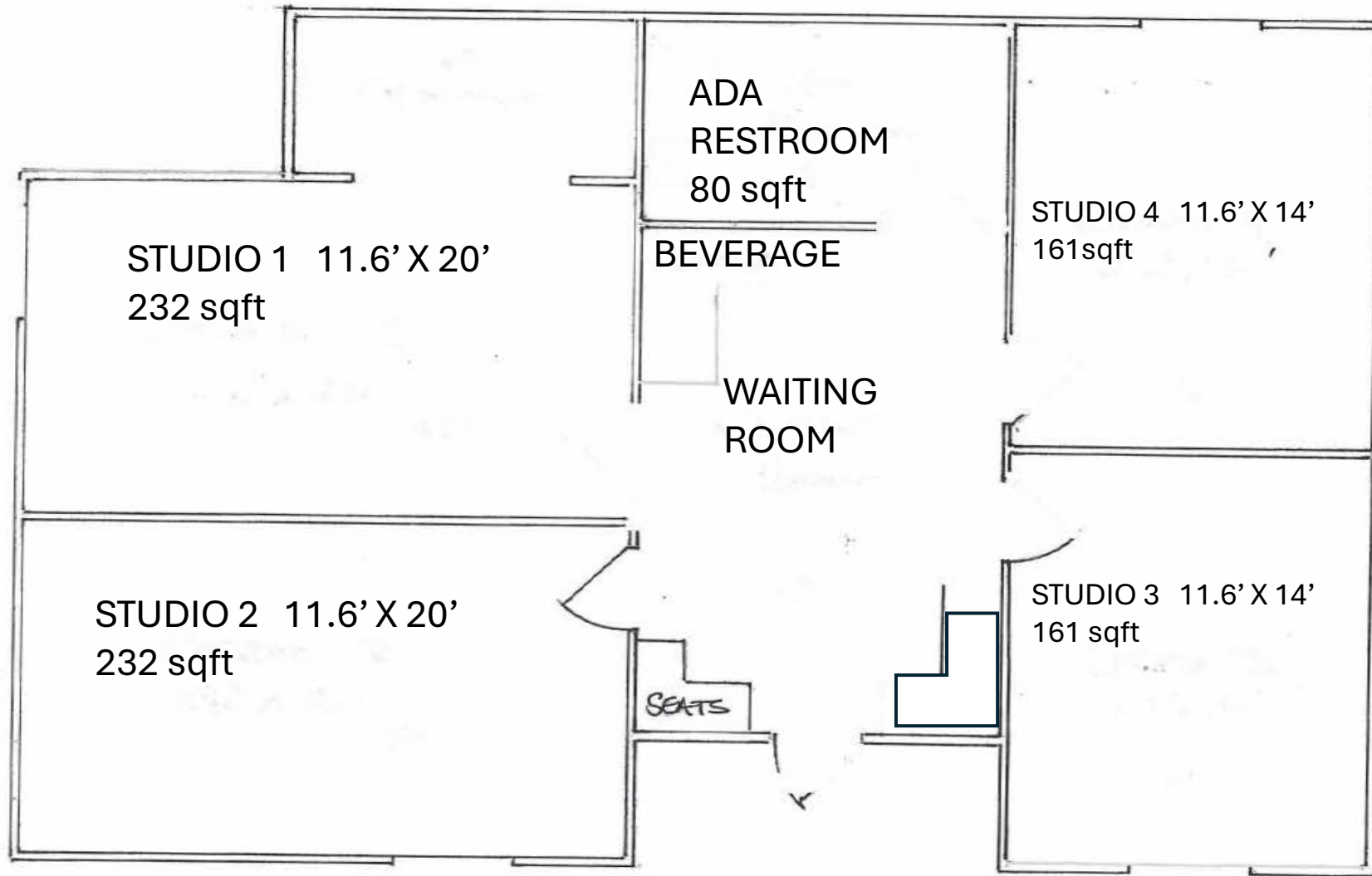
Item 2.



PROPOSED ROOM LAY-OUT

STUDIO SPACE COMMON AREA

Item 2.



860 sqft +/- Studio Spaces
300 sqft Waiting Room

INSURANCE FOR 7 CABINS CAN BE ADDED TO ECOSPA LLC POLICY.

P. 4

Re: Policy#: ATR/MC/671477 - EcoSpa LLC

VIOLET KASA <vkasa8485@msn.com>

Wed 3/13/2024 10:42 AM

To: Yolanda Magana <yolanda.magana@iscmga.com>

Cc: Richard Willan <popswillan@msn.com>

Thank you Yolanda; YES - please cover the additional 7 cabins under the 'total building limit' of \$900,000 - and email us this endorsement pdf. file along with the Invoice for the additional premium.

Secondly, please email us the assigned inspectors full name, cell phone, and email - for easier communication and scheduling the inspection.

Kind regards, Violet

Violet Kasa

PO Box 652

Westfield Center, OH 44251-0652

Mobile/Text: 719-231-7138

Email: [http://]vkasa8485@msn.com

From: Yolanda Magana <yolanda.magana@iscmga.com>

Sent: Wednesday, March 13, 2024 11:28 AM

To: VIOLET KASA <vkasa8485@msn.com>

Cc: Richard Willan <popswillan@msn.com>

Subject: RE: Policy#: ATR/MC/671477 - EcoSpa LLC

**COMMERCIAL INSURANCE APPLICATION**
APPLICANT INFORMATION SECTIONDATE (MM/DD/YYYY)
03/21/2024
03/21/2024

AGENCY Violet Kasa Insurance Agency Inc PO Box 652 Westfield Center OH 44251		CARRIER		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER		
CONTACT NAME: Violet Kasa		UNDERWRITER		UNDERWRITER OFFICE
PHONE (A/C, No, Ext): 719-231-7138		<div><input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW</div> <div>BOUND (Give Date and/or Attach Copy):</div> <div>CHANGE DATE TIME AM PM</div> <div>CANCEL</div>		
FAX (A/C, No):				
E-MAIL ADDRESS: vkasa8485@msn.com				
CODE: SUBCODE:				
AGENCY CUSTOMER ID:				

SECTIONS ATTACHED

INDICATE SECTIONS ATTACHED	PREMIUM		PREMIUM		PREMIUM
<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	\$		ELECTRONIC DATA PROC	\$	TRANSPORTATION / MOTOR TRUCK CARGO
<input type="checkbox"/> BOILER & MACHINERY	\$		EQUIPMENT FLOATER	\$	TRUCKERS / MOTOR CARRIER
<input type="checkbox"/> BUSINESS AUTO	\$		GARAGE AND DEALERS	\$	UMBRELLA
<input type="checkbox"/> BUSINESS OWNERS	\$		GLASS AND SIGN	\$	YACHT
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$		INSTALLATION / BUILDERS RISK	\$	
<input type="checkbox"/> CRIME / MISCELLANEOUS CRIME	\$		OPEN CARGO	\$	
<input type="checkbox"/> DEALERS	\$	<input checked="" type="checkbox"/>	PROPERTY	\$	

ATTACHMENTS

ADDITIONAL INTEREST	PREMIUM PAYMENT SUPPLEMENT	
ADDITIONAL PREMISES	PROFESSIONAL LIABILITY SUPPLEMENT	
APARTMENT BUILDING SUPPLEMENT	RESTAURANT / TAVERN SUPPLEMENT	
CONDO ASSN BYLAWS (for D&O Coverage only)	STATEMENT / SCHEDULE OF VALUES	
CONTRACTORS SUPPLEMENT	STATE SUPPLEMENT (If applicable)	
COVERAGES SCHEDULE	<input checked="" type="checkbox"/> VACANT BUILDING SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	VEHICLE SCHEDULE	
INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT		
INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT		
LOSS SUMMARY		

POLICY INFORMATION

PROPOSED EFF DATE 03/21/2024	PROPOSED EXP DATE 03/21/2024	BILLING PLAN DIRECT <input checked="" type="checkbox"/> AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) EcoSpa LLC PO Box 216 Palmer Lake CO 80133		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: 719-648-1419			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input checked="" type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
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		WEBSITE ADDRESS			
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<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		

www.erockexperience.com

info@erockexperience.com

CURRENT VALUE

Current Value

6 Cabins @ 1,000 sq. ft.
\$100.00 sq. ft. = \$600,000

Long house x 1,350 sq. ft.
@ \$100.00 SQ.FT. = \$135,000

RENOVATED VALUE

Renovated Value

6 x \$250.00 sq. ft. = \$1,500,000

\$250,000 sq. ft. = \$350,000

Renovation costs met by EcoSpa LLC., "Adopt a cabin" participants,
individual compatible businesses, or the Historical Preservation Society.

Projected 1-3 year program

Spring of 2024board up all openings in cabins and long house.
Summer of 2024begin renovation of two cabins.
Spring of 2025begin renovation of long house.
Summer of 2025.....begin renovation of remaining four cabins.

Projected Annual Revenue for the T.P.L.

2 x professional cabins @ \$3,000 per month x 12	=	\$ 36,000.
4 x "event related" cabins @ \$24,000 X 6	=	144,000
Total	=	180,000

Overheads including Management, Marketing, Insurance, Utilities, and Maintenance companies	-	100,000
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Net profit	\$ 60,000
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26

Tri-Lakes Collaborative Counseling

244 Washington St, Monument, CO 80132

"for health and healing"

Tri-Lakes Collaborative Counseling is a group of psychotherapists currently practicing together in Monument. Given the opportunity, we would all love to practice together at the Elephant Rock Property. We would welcome a time to present our ideas for integrating our practices into the ventures that are already being proposed.

1. We would like to look into the feasibility of renovating one of the existing cabins into psychotherapy offices. The size and structure is sufficient to accommodate 3 offices, a waiting room, bathroom and break room. We have enough clinicians to begin utilizing this space as soon as it can be completed. Three of us are long time Palmer Lake residents.
2. Our psychotherapy practices could integrate beautifully with the health and wellness activities being developed currently. For example, we already encourage wellness practices such as time in nature, yoga, massage, etc. The accessibility of the services at the spa or on the trails would encourage our clients to regularly engage in these wellness promoting opportunities.
3. Rates for office space in the area vary a bit, so these calculations are using a higher end rate of \$23/square foot. Let's estimate that a cabin is 850 square feet. The annual rental of this space would be \$19,550 - there may be some provisions for utility cost share, but that should be fairly minimal. So if the renovations cost around \$70,000, it would take about 3.5 years to pay them off and the property would then be income generating.
4. I believe there has been some talk about non-profits assisting with the renovations, which we would be interested in knowing more about and if we can help facilitate the process.
5. Our practice is interested in therapeutic retreats, in which clients would engage in longer counseling sessions, then participate in other wellness activities such as soaking, yoga, hiking, massage, art, etc... If other cabins are renovated for lodging, then our clients may choose to stay on site - utilizing cabins during the week, which may generally only be used on weekends for events.

Rebecca Albright, MSW, LCSW
Eric Burton, PhD, LPC, LAC, NCC
Gwen Simbeck, LPC
Amber Newberry, MSW

www.tlcforfamilies.com

P. 6b.



Tax ID: 84-1233281

Desar Palmer Lake Board of Trustees,

Since 1992, the Smokebrush Foundation for the Arts has produced and presented innovative arts experiences that foster curiosity and collaboration. Providing creative leadership and inspiring positive changes in the Southern Colorado community and beyond.

Smokebrush has happily worked with Lindsay and Richard Willans for years and when we heard about this project they are working on, we knew we wanted to be a part of it! As an art-based organization we would like to utilize the cabins at the Elephant Rock property to host workshops, retreats, and cultural events that will complement those held at the EcoSpa Experience.

We are prepared to cover the cost of renovating at least one cabin, in return for the occasional use of those that may be included in an "adopt-a-cabin" pool, or on a rental basis, after the initial renovation investment amount is used up. We also fully understand that the cabins are not and will not be for purchase, but still would love the opportunity to use them for our special events.

We greatly appreciate your consideration and see this space being filled with so many wonderful events for the Palmer Lake community to enjoy!

Thank you,

Kat Tudor and **Adriana Jones Rincon**
Creative Director **General Manager**

www.erockexperience.com



info@erockexperience.com

INFORMATION PACKAGE

The package provided contains the following information relating to the seven structures:

1. Regional Building Floodplain map. Clearly showing cabins being out of 100-year floodplain.
2. Engineer's report.
3. Proposed floor plan options.
4. Estimate for Commercial Insurance (cost to be covered by Ecospa LLC.).
5. Estimates for value of buildings in their present condition and after renovation (cost to be covered by EcoSpa and/or other businesses), projected annual revenue for and projected time- line for securing & renovating.
6. Letters of intent of financial responsibility for remodeling expenses.
7. Property Management Proposal.



KEITH CURTIS, PE,
LEED® AP, CFM
Floodplain Administrator

2880 International Circle
Colorado Springs, Colorado 80910
www.pprbd.org

TEL 719-327-2898
keith@pprbd.org

100 200ft

Page Two

The floor of the cabins consists of a concrete slab on grade (Photograph No. 4). Some minor cracking was observed in some of the slabs of the cabins.

Long House

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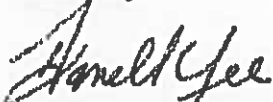
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Sincerely,

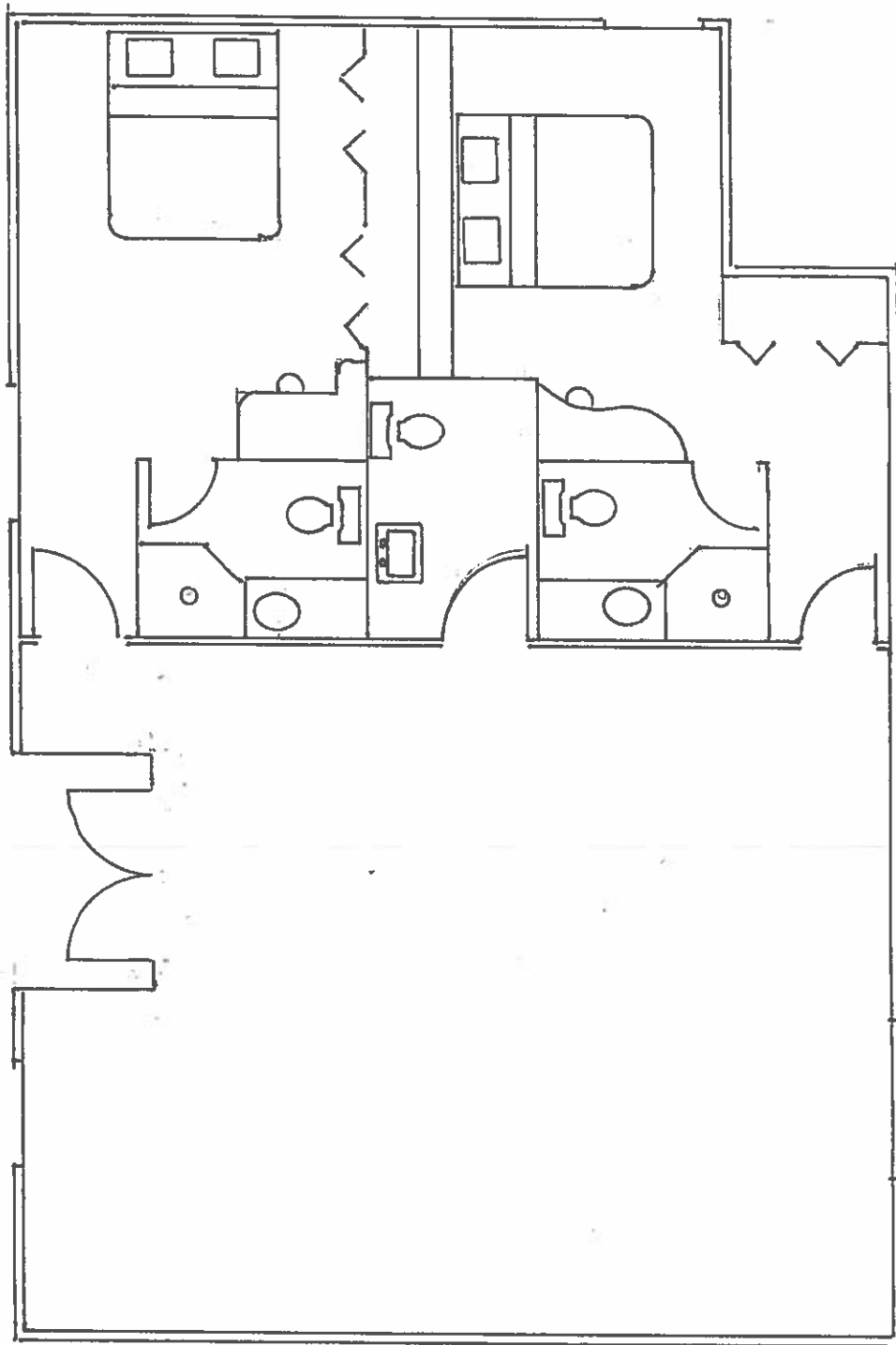


Darrell Yee, PE
Yee Consulting Engineering, Inc

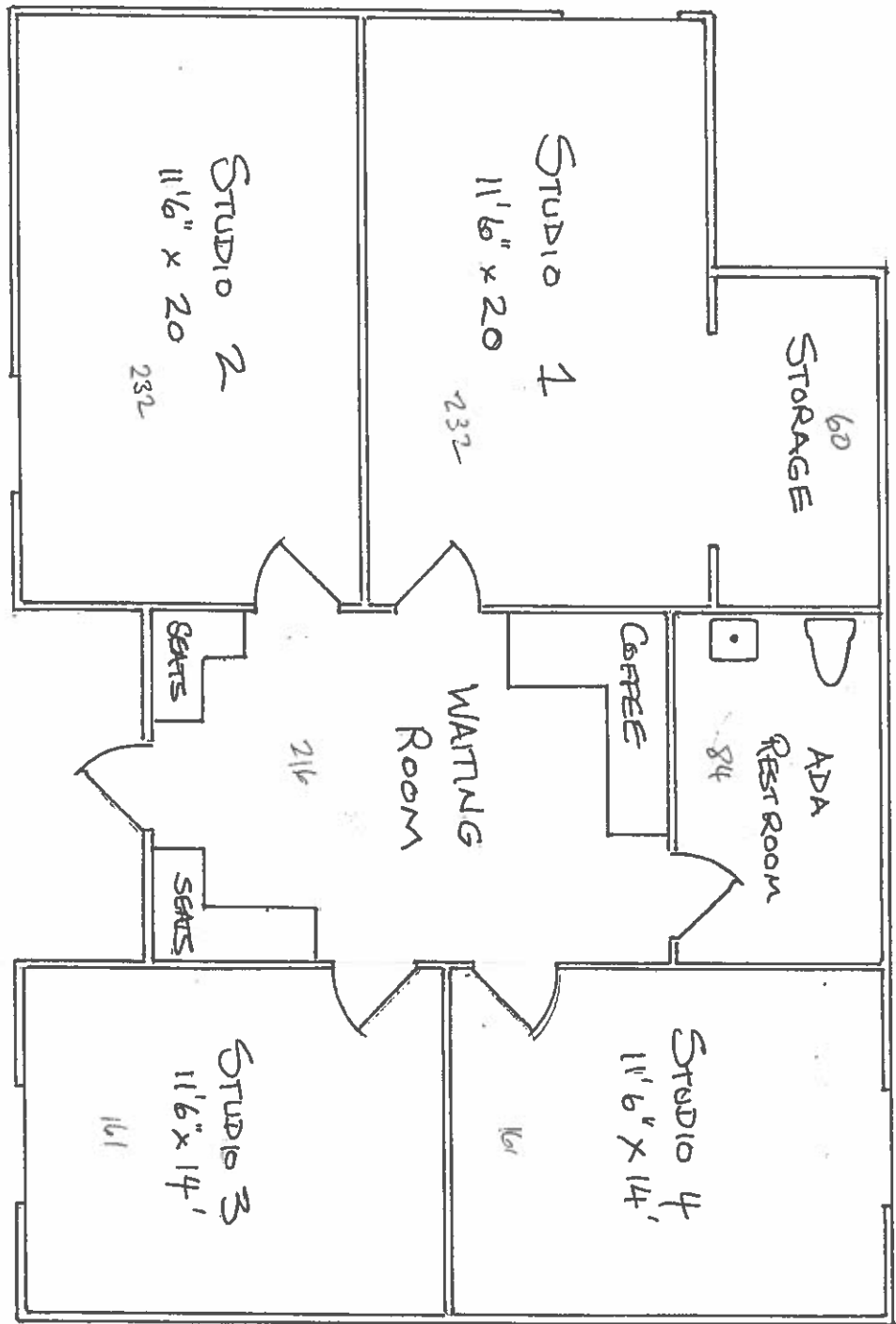


7.3

PROPOSED Room MAT-051



18 x 12



STUDIO SPACE 860 +/-
COMMON AREA 300

ELEPHANT Rock CABINS



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)
03/20/2024

AGENCY Violet Kasa Insurance Agency Inc PO Box 652 Westfield Center, OH 44251		CARRIER COMPANY POLICY OR PROGRAM NAME POLICY NUMBER		NAIC CODE PROGRAM CODE
CONTACT NAME: Violet Kasa PHONE (A/C, No. Ext): 719-231-7138 FAX (A/C, No.): E-MAIL ADDRESS: vkasa8485@msn.com CODE: SUBCODE:		UNDERWRITER UNDERWRITER OFFICE		STATUS OF TRANSACTION <input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): <input type="checkbox"/> CHANGE DATE TIME <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> CANCEL
AGENCY CUSTOMER ID:				

SECTIONS ATTACHED

INDICATE SECTIONS ATTACHED		PREMIUM		PREMIUM		PREMIUM
<input type="checkbox"/>	ACCOUNTS RECEIVABLE / VALUABLE PAPERS	\$		ELECTRONIC DATA PROC	\$	TRANSPORTATION / MOTOR TRUCK CARGO
<input type="checkbox"/>	BOILER & MACHINERY	\$		EQUIPMENT FLOATER	\$	TRUCKERS / MOTOR CARRIER
<input type="checkbox"/>	BUSINESS AUTO	\$		GARAGE AND DEALERS	\$	UMBRELLA
<input type="checkbox"/>	BUSINESS OWNERS	\$		GLASS AND SIGN	\$	YACHT
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	\$		INSTALLATION / BUILDERS RISK	\$	
<input type="checkbox"/>	CRIME / MISCELLANEOUS CRIME	\$		OPEN CARGO	\$	
<input type="checkbox"/>	DEALERS	\$	<input checked="" type="checkbox"/>	PROPERTY	\$	
ATTACHMENTS						\$

ATTACHMENTS

<input type="checkbox"/> ADDITIONAL INTEREST	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT
<input type="checkbox"/> ADDITIONAL PREMISES	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> COVERAGES SCHEDULE	<input checked="" type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> LOSS SUMMARY	

POLICY INFORMATION

PROPOSED EFF DATE 03/21/2024	PROPOSED EXP DATE 03/21/2024	BILLING PLAN <input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) EcoSpa LLC PO Box 216 Palmer Lake, CO 80133				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #: 719-648-1419 WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> LLC	NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> TRUST			
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #: WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC	NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> NOT FOR PROFIT ORG <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION <input type="checkbox"/> TRUST			
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P. 5

www.erockexperience.com



info@erockexperience.com

Current Value

Renovated Value

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\$100.00 sq. ft. = \$600,000**

6 x \$250.00 sq .ft. = \$1,500,000

**Long house x 1,350 sq .ft.
@ \$100.00 SQ.FT. =\$135,000**

\$250.000 sq. ft. = \$350,000

**Renovation costs met by EcoSpa LLC., "Adopt a cabin" participants,
individual compatible businesses, or the Historical Preservation Society.**

Projected 1-3 year program

- Spring of 2024board up all openings in cabins and long house.**
- Summer of 2024begin renovation of two cabins.**
- Spring of 2025begin renovation of long house.**
- Summer of 2025.....begin renovation of remaining four cabins.**

Projected Annual Revenue for the T.P.L.

2 x professional cabins @ \$3,000 per month x 12	=	\$ 36,000.
4 x "event related" cabins @ \$24,000	X 6	= 144,000
	Total =	180.000
Overheads including Management, Marketing, Insurance, Utilities, and Maintenance companies		- 100.000
Net profit		\$ 60,000

Tri-Lakes Collaborative Counseling

244 Washington St, Monument, CO 80132

"for health and healing"

Tri-Lakes Collaborative Counseling is a group of psychotherapists currently practicing together in Monument. Given the opportunity, we would all love to practice together at the Elephant Rock Property. We would welcome a time to present our ideas for integrating our practices into the ventures that are already being proposed.

1. We would like to look into the feasibility of renovating one of the existing cabins into psychotherapy offices. The size and structure is sufficient to accommodate 3 offices, a waiting room, bathroom and break room. We have enough clinicians to begin utilizing this space as soon as it can be completed. Three of us are long time Palmer Lake residents.
2. Our psychotherapy practices could integrate beautifully with the health and wellness activities being developed currently. For example, we already encourage wellness practices such as time in nature, yoga, massage, etc. The accessibility of the services at the spa or on the trails would encourage our clients to regularly engage in these wellness promoting opportunities.
3. Rates for office space in the area vary a bit, so these calculations are using a higher end rate of \$23/square foot. Let's estimate that a cabin is 850 square feet. The annual rental of this space would be \$19,550 - there may be some provisions for utility cost share, but that should be fairly minimal. So if the renovations cost around \$70,000, it would take about 3.5 years to pay them off and the property would then be income generating.
4. I believe there has been some talk about non-profits assisting with the renovations, which we would be interested in knowing more about and if we can help facilitate the process.
5. Our practice is interested in therapeutic retreats, in which clients would engage in longer counseling sessions, then participate in other wellness activities such as soaking, yoga, hiking, massage, art, etc... If other cabins are renovated for lodging, then our clients may choose to stay on site - utilizing cabins during the week, which may generally only be used on weekends for events.

Rebecca Albright, MSW, LCSW
Eric Burton, PhD, LPC, LAC, NCC
Gwen Simbeck, LPC
Amber Newberry, MSW

www.tlcforfamilies.com



Tax ID: 84-1233281

Desar Palmer Lake Board of Trustees,

Since 1992, the Smokebrush Foundation for the Arts has produced and presented innovative arts experiences that foster curiosity and collaboration. Providing creative leadership and inspiring positive changes in the Southern Colorado community and beyond.

Smokebrush has happily worked with Lindsay and Richard Willans for years and when we heard about this project they are working on, we knew we wanted to be a part of it! As an art-based organization we would like to utilize the cabins at the Elephant Rock property to host workshops, retreats, and cultural events that will complement those held at the EcoSpa Experience.

We are prepared to cover the cost of renovating at least one cabin, in return for the occasional use of those that may be included in an "adopt-a-cabin" pool, or on a rental basis, after the initial renovation investment amount is used up. We also fully understand that the cabins are not and will not be for purchase, but still would love the opportunity to use them for our special events.

We greatly appreciate your consideration and see this space being filled with so many wonderful events for the Palmer Lake community to enjoy!

Thank you,

Kat Tudor	and	Adriana Jones Rincon
Creative Director		General Manager

P.7

Item 2.

From: Darryl Deighton darryl.deighton@wesolmore.net
Subject: Darryl Deighton With RE/MAX Properties
Date: Mar 26, 2024 at 9:37:52 AM
To: Lindsay Willan lindsay@coloradodeed.com

Hello I have been briefed about the proposed cabin project in Palmer Lake. I would be interested and available to be the long term property manager for the cabins. Please allow me to introduce myself and explain a little bit about my business. I could do this project for a reduced fee of 8% since there are multiple cabins in the same area.

I am Darryl Deighton, a Colorado Springs native and a third generation Realtor in Colorado Springs.. I have worked for RE/MAX Properties, the #1 real estate firm in town, for 18 years.

Basically I charge 10% of the rent only when it is rented and \$100.00 for a new lease. Often the \$100.00 goes to the cooperating agent that brings the renter. I have a repair escrow fund that can be set at any amount, I usually go for \$300.00.

I have attached some information about the accounting and marketing software that I use and the tenant screening tools I utilize. I hire 3rd party professional accountants to audit my bank accounts on a daily basis to ensure the liability to me and my owners is at an absolute minimum. With me and the resources we have at RE/MAX you get the benefit of the best legal team, and the best marketing team. You also get the professionalism and reputation that comes with the top Real estate brand in the world. Prospective tenants know RE/MAX, and they want to rent from us.

I handle everything from the marketing, to the tenant screening, all the accounting and maintenance, and the facilitation of any legal services if needed

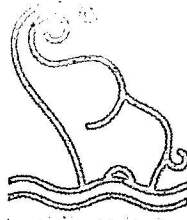
Thanks

--

Darryl Deighton ePRO, QSC, MRP. RE/MAX Hall of Fame & Lifetime Achievement
Property Management Division
RE/MAX Properties
102 S Tejon St,
Suite 100
Colo Spgs CO 80903
719-487-6136

DD@coloradodeed.com
www.coloradodeed.com

www.erockexperience.com



info@erockexperience.com

TO: Palmer Lake B.O.T.

Re Resolution # 83-2023

FROM: EcoSpa LLC

Date: 3.28.2024

RE: Continuation of discussion to reconsider Resolution # 83-2023, by the Palmer Lake B.O.T., to demolish six cabins and the historic "long house" on the Elephant Rock property.

NEGATIVE IMPACT

Estimated cost of proposed asbestos mitigation and demolition.	\$127 - \$185,000.00
Estimated cost of restoring area damaged by proposed demolition of foundations and concrete slabs.	30,000.00
Cost to town	= \$215,000.00

POSITIVE IMPACT

EcoSpa LLC proposes leasing the buildings from the town and initially, assuming sole responsibility for securing, preserving, renovating, maintaining, insuring, and managing them.

Cost to the town	= Zero
Benefit to the town (after 3 year renovation program) approx. (see page 3)	\$ 60,000.00
Possible Increase in real estate value after renovation.	\$1,250,000.00
Projected benefit to town	\$1,310,000.00

ZONING.

To remain C1, i.e. Non-Residential

OWNERSHIP.

To remain in the Town of Palmer Lake in perpetuity.



BOARD OF TRUSTEES MEETING

Thursday, February 22, 2024 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 pm.

Pledge of Allegiance

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

Consent Agenda. MOTION (Farr, Ehrhardt) to approve the consent agenda including 1) Minutes from February 8, 2024 Meeting; and 2) Financials (January). Roll call vote – aye 6; nay 0. Motion passed.

Staff/Department Reports

3. Attorney – Attorney Krob referenced the memo relaying the annexation timeline.
4. Administrator/Clerk – Collins reported that applicants for the accounting clerk and equipment operator are being reviewed and interviewed but applications for a second review are due mid March. Advertising for the Public Works Supervisor and Deputy Town Clerk are posted. Collins pointed out the new graphs in the January financials. CDOT will be working on tree trimming and exploratory work under the roadway at Hwy 105 between Spring and Vale. A discussion about way finding signs was raised at the Planning Commission meeting for a future Board discussion. Collins thanked members who attended the Tri-lakes Chamber After Hours event on Tuesday as well as restaurants featured – Nikki's Catering, Sundance Pit BBQ and Bella Panini.

Public Hearing

5. Eligibility of Property for Annexation - Ben Lomand Mountain (United Congregational Church). Attorney Krob reminded the Board and public that this is a continued hearing for the eligibility of the property to be annexed. Mr. Dan Madison, Manhard, reviewed the eligibility criteria of the project, stating that the property exceeds the requirement of 1/6 congruity, little impact for services, and explained the proposed development being self-sufficient for water and sewer. Background of the applicant's work for the past three years was briefly reviewed. Mr. Roger Moseley stated that he believes the comments by Attorney Krob are inaccurate and shared portions of the draft annexation agreement. He stated the impact report is terrible, and he added that eligibility does not include a finance plan. He commented that the land use map requires an annual review, last done in October 2022. Ms. Marty Brodzik stated that she is not for or against the annexation but referenced state statutes about a finance plan, cost analysis for the project. She reviewed comments in the impact report and the County Commissioner comments and she distributed her own financial analysis of the

project to the Board members. Mr. Johan Moen stated he is in favor of the annexation for local cooperation. He inquired about who the developer is and expressed concern about access using Capella. Mr. Reid Wiecks expressed concern about connection to the planned El Paso County trails. He expressed interest in being involved in the process to have access to the area. Mr. Mike Richards stated concerns about the water impact depending on the aquifer. Mr. Larry Widow suggested that both water and fire are large impact areas to the town and had concern about the growth to the town. Mayor Havenar and Trustee Ball responded about development of the public safety departments and a facility. Mayor Havenar offered to review the information from the town water system improvement study. Mr. Madison of Manhard stated market drives development and restated that the eligibility requirement is capability for development. He stated the impact report was prepared by the town for the County. Discussion took place about a traffic study and roadway improvement being addressed in the design phase. Mr. Madison stated that the property owner intends to complete the fully design step and then consider whether to sell the lots to build or bring on a general contractor to build out. He stated the layout of the development is not prepared and the applicant is taking one step at a time. Access to Capella was reiterated to be emergency not primary, and primary access is intended to be County Line Road. Discussion of zoning took place for a minimum lot size of 2.5 acre. Mr. Madison explained trails and open space being a part of the design phase. He added that water requirements for wells will follow state requirements and that the landowner has water rights for the volume of water needed to develop. As development takes place, Mr. Madison noted that fire mitigation naturally takes place. Mayor Havenar expressed appreciation to Mr. Madison for addressing the questions raised by the public. Mr. Moseley restated that the land use plan should be updated and noted that the Board is committing the town to all costs. Ms. Brodzik clarified to the Board that if the project is phased, it requires a master plan. Mr. Richards inquired about tax revenue if the development is put off. Mr. Bill Fisher asked specifically about the annexation agreement being carefully considered. Mr. Matt Stephen inquired about the next steps and Attorney Krob stated the Board may consider an ordinance to consider the annexation agreement, rezone, and approve annexation of the property. Mayor Havenar closed the hearing.

Mayor Havenar suggested a short recess at 7:18 pm.

At 7:26 pm, Mayor reconvened the meeting.

Business Items

6. Resolution 13-2024 Making Findings Regarding Eligibility for Annexation - Ben Lomand Mountain (United Congregational Church). Mayor Havenar suggested a special meeting on 2/28 to hold an executive session to review the draft annexation agreement and a special meeting on 3/4 to devote to consideration of the annexation. Mr. Roger Moseley objected to the limited time to be involved with the annexation agreement. Ms. Marty Brodzik asked why discussion would be in executive session. She reiterated her concern of the cost to the community. Attorney Krob explained the purpose for executive session. Trustee Dennis Stern suggested that the specific questions and concerns be sent to the town about the annexation agreement before 2/28 meeting. Ms. Brodzik stated she has the entire document commented. MOTION (Stern, Ball) to approve Resolution 13-2024 regarding eligibility of the property for annexation. Roll call vote – aye 6; nay 0. Motion passed. MOTION (Farr, Ball) to set two special meetings on 2/28 and 3/4. Roll call vote – aye 6; nay 0. Motion passed.

7. Special Event Application - Joy on the Rock Service and Brunch (3/31). Collins provided details for the community easter service beginning at 10 am and brunch to follow. MOTION (Padgett, Stern) to approve the event and waive fees. Roll call vote – aye 6; nay 0. Motion passed.
8. Resolution 18-2024 to Approve Addendum No 1 to Lease Agreement with EcoSpa, Elephant Rock Property (Annex). Ms. Lindsay Willan provided a handout of the proposed bathroom to the annex building and that they are moving forward with plans, including a website that under construction. This addendum no 1 provides for 8% of profits of renting the annex. Trustee Stern inquired about revenue projections. Mr. Reid Wiecks pointed out boundaries of the Eco Spa that will not allow for trail access. MOTION (Ball, Padgett) to approve Resolution 18-2024 approving the addendum to the lease. Roll call vote – aye 6; nay 0. Motion passed.
9. Resolution 9-2024 to Approve Memo of Understanding for Pickleball Courts. Collins referenced the relocation of the pickleball courts thereby removing the language about funds to replace a water line from the MOU. MOTION (Padgett, Farr) to approve Resolution 9-2024 to approve the MOU as presented. Roll call vote – aye 6; nay 0. Motion passed.
10. Resolution 19-2024 to Renew/Amend Contract with Chavez Consulting LLC. MOTION (Farr, Ball) to approve Resolution 19-2024 to renew the contract with Chavez Consulting. Roll call vote – aye 6; nay 0. Motion passed.
11. Resolution 15-2024 to Adopt the 2024 Master Fee Schedule. Mayor Havenar asked if members had any additional questions since the workshop. Mr. Reid Wiecks suggested adding fees for use of the ballfield. Collins noted that a discussion with the Little League should take place prior to changing their use of the field. MOTION (Padgett, Ball) to approve Resolution 15-2024 to adopt the 2024 master fee schedule. Roll call vote – aye 5; nay 1 (Farr). Motion passed.
12. Resolution 20-2024 Relating to Migrant Response and Declaring Status as Non-Sanctuary Town. Mayor Havenar explained the resolution in response to declaring the non-sanctuary status. Discussion took place about limited town resources. Trustee Ehrhardt stated that he understands the town does not have government resources but believes the town can be neighborly, welcoming, and community members can assist. Discussion about different perspectives took place. Ms. Rebecca Albright stated that she did not understand why the Board is making a declaration. She expressed concern of stating an absolute shutdown. Trustee Ball stated there is a necessity to make a declaration. Attorney Krob responded that declaring a status is not a legal matter but a political statement. Mr. Roger Moseley stated he accepts immigrants and that the bus drivers transporting them should be removed. Mr. Brandon Hamschin stated there is a gray area of border towns managing immigrants. Ms. Marty Brodzik stated that even with a signed resolution, anyone can go anywhere. Chief Jason Vanderpool stated a citation issued will be in municipal court. Discussion took place if the town were to experience an influx of immigrants. MOTION (Farr, Stern) to approve Resolution 20-2024 declaring status as non-sanctuary. Roll call vote – aye 4; nay 2 (Ehrhardt, Padgett). Motion passed.
13. Authorize Mayor to Sign Joint Jurisdictional Letter Relating to Cooperation within El Paso County. Trustee Ball read the drafted letter from multiple municipalities to residents for the record. Mr. Roger Moseley asked what law is the jurisdiction. Mayor Havenar explained that multiple El Paso County municipalities are working together to collaborate as a County, not individual municipalities regarding a migrant response. MOTION (Farr, Padgett) to authorize the Mayor to sign the final letter. Roll call vote – aye 5; nay 1 (Ehrhardt). Motion passed.

14. Ordinance to Create/Add Annexation Language to the Town Land Use Code. Attorney Krob explained that the following three land use ordinances are to fill gaps that exist in the current town code. He stated the annexation language is statutory, was not prepared and will be forthcoming at a future meeting. Mr. Roger Moseley pointed out errors with punctuation and numbering format. Ms. Marty Brodzik asked why these code items are considered without review by Planning Commission. Mr. Moseley inquired about the items being rushed. Collins stated that staff has been dealing with difficult gaps in the land use code and that Planning Commission will be reviewing land use code in conjunction with planning consultant Community Matters for a unified code. Ms. Claudia Beltran stated that others agree and ask that the Board follow a process.

15. Ordinance to Create/Add Rezoning Language to Town Land Use Code. This language is to establish criteria for rezoning process. MOTION (Ball, Ehrhardt) to adopt Ordinance 3-2024 to create rezoning language. Roll call vote – aye 5; nay 1 (Padgett). Motion passed.

16. Ordinance to Create/Add Code to Recognize Application Checklist. This language is to establish the procedures and reference a checklist for application submittal. MOTION (Ball, Farr) to adopt Ordinance 2-2024 for application procedures. Roll call vote – aye 6; nay 0. Motion passed.

Public Comment. Mr. Matt Beverly offered his civil engineering background and moved to the area permanently. He stated that he has followed the Monument planning activity and suggested reviewing the July 17, 2023 minutes for information.

Next Meeting (3/14) and Future Items. The special meetings of 2/28 and 3/4 were noted.

Board Reports. Trustee Ball reported that the EMS grant was successfully submitted. Trustee Padgett stated she attended her first Community Development Advisory Board meeting and stated the town will be hosting a public information meeting in the future to consider areas of funding for economic development. Trustee Stern reported his attendance to the PPRBD meeting and that permit activity increased in January. Mayor Havenar stated that PPACG discussed position on specific legislative issues as it relates to transportation, elderly, and teen driving.

Convene to Executive Session. For the purpose of considering purchase acquisition, lease, transfer or sale of any real or personal property interest under C.R.S. 24-6-402(4)(a) and for 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) – negotiation and possible sale of town property, and negotiation of possible lease of elephant rock property. MOTION (Farr, Padgett) to convene to executive session at 8:57 pm. Roll call vote – aye 6; nay 0. Motion passed.

Reconvene to Open Session

Adjourn. MOTION (Stern, Havenar) to adjourn at 10:05 pm. Motion passed.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk



BOARD OF TRUSTEES - SPECIAL MEETING

Wednesday, February 28, 2024 at 5:00 PM

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

MINUTES

Call to Order. Mayor Havenar called the special meeting to order at 5:02 pm.

Pledge of Allegiance. Led by Trustee Stern.

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

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) and for conference with Town Attorney for the purpose of receiving legal advice under C.R.S. 24-6-402(4)(b) – review of draft annexation agreement, Ben Lomand property. MOTION (Farr, Stern) to convene to executive session. Roll call vote – aye 6; nay 0. Motion passed.

Reconvene to Open Session. Board members reconvened at 6:58 pm.

Adjourn. MOTION (Farr, Dreher) to adjourn at 6:59 pm. Motion passed.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk



TOWN OF PALMER LAKE
Financial Statements
February 2024
Unaudited



Schedule of Cash Position February 2024

TOWN OF PALMER LAKE
Schedule of Cash Position
February 2024

FINANCIAL INSTITUTION	ACCOUNT NAME	CHECKING / SAVINGS	BANK RATE	BALANCE
GENERAL FUND				
GENERAL FUND OPERATING:				
Community Banks of CO	General Fund Operating	Checking	n/a	\$ 1,338,783
GENERAL FUND RESERVES:				
Colorado Trust (ColoTrust) * Operating Reserve - 3 months (\$752,109)	General Fund Reserve	Savings	5.52%	\$ 1,513,811
Colorado Trust (ColoTrust)	Police Reserve	Savings	5.52%	\$ 7
Colorado Trust (ColoTrust)	Fire Reserve	Savings	5.52%	\$ 64,337
Colorado Trust (ColoTrust)	Roads Reserve	Savings	5.52%	\$ 10,714
General Fund Reserves Subtotal				<u>\$ 1,588,869</u>
General Fund Accounts Total				<u><u>\$ 2,927,652</u></u>
WATER FUND				
WATER FUND OPERATING:				
Community Banks of CO	Water Fund Operating	Checking	n/a	\$ 1,211,286
WATER FUND RESERVES:				
Colorado Trust (ColoTrust)	Water Reserve	Savings	5.52%	\$ 192,829
Colorado Trust (ColoTrust)	Water Cap Imp Reserve	Savings	5.52%	\$ 214,290
RESTRICTED FUNDS (WATER FUND):				
Colorado Trust (ColoTrust) * Restricted - Loan Reserve - 3 months (\$224,600)	Water Loan Reserve	Savings	5.52%	\$ 213,625
Water Fund Accounts Total				<u>\$ 1,832,030</u>
CONSERVATION TRUST FUND				
CONSERVATION TRUST FUND:				
Colorado Trust (ColoTrust)	CTF Reserve	Savings	5.52%	\$ 29,297
Conservation Trust Fund Account Total				<u><u>\$ 29,297</u></u>



Financial Reports

February 2024

TOWN OF PALMER LAKE

Item 6.

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

For the Two Months Ended February 29, 2024
UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Taxes	\$ 2,794,447	\$ 556,080	\$ (2,238,367)	20%
Fees and Licenses	291,025	16,965	(274,060)	6%
Intergovernmental	7,000	82	(6,918)	1%
Fines	65,000	13,800	(51,200)	21%
Interest	80,000	14,354	(65,646)	18%
Departmental	65,000	9,538	(55,462)	15%
Grants and Donations	1,385,959	2,000	(1,383,959)	0%
Miscellaneous	70,000	15,314	(54,686)	22%
Total Revenue	\$ 4,758,431	\$ 628,134	\$ (4,130,298)	13%
EXPENDITURES				
Administration				
Salaries and Benefits	\$ 246,873	\$ 26,250	\$ 220,623	11%
Professional Services	373,000	42,634	330,366	11%
Administrative/Operations	332,936	44,944	287,992	13%
Capital Outlays	10,000	-	10,000	0%
Total Administration	\$ 962,809	\$ 113,828	\$ 848,981	12%
Police Department				
Salaries and Benefits	\$ 674,622	\$ 126,051	\$ 548,571	19%
Professional Services	112,600	983	111,617	0%
Administrative/Operations	86,845	6,037	80,808	7%
Capital Outlays	80,000	-	80,000	0%
Total Police Department	\$ 954,067	\$ 133,071	\$ 820,996	14%
Fire Department				
Salaries and Benefits	\$ 630,741	\$ 95,385	\$ 535,356	15%
Professional Services	10,000	3,970	6,030	0%
Administrative/Operations	128,600	11,098	117,502	9%
Total Fire Department	\$ 769,341	\$ 110,453	\$ 658,888	14%
Public Works Department - Roads				
Salaries and Benefits	\$ 334,898	\$ 48,152	\$ 286,746	14%
Professional Services	40,300	316	39,984	1%
Administrative/Operations	167,500	13,530	153,970	8%
Capital Outlays	1,673,580	16,410	1,657,170	1%
Total Roads Department	\$ 2,216,278	\$ 78,408	\$ 2,137,870	4%
Public Works Department - Parks				
Administrative/Operations	\$ 42,100	\$ 5,222	\$ 36,878	12%
Capital Outlays	\$ 31,000	\$ -	\$ 31,000	0%
Total Parks Department	\$ 73,100	\$ 5,222	\$ 67,878	7%
Total Expenditures	\$ 4,975,596	\$ 440,982	\$ 4,534,614	9%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (217,165)	\$ 187,152	\$ 404,316	
FUND BALANCE - BEGINNING OF YEAR		\$ 3,651,518		
FUND BALANCE - END OF YEAR		<u>\$ 3,838,670</u>		

Recommended Operating Reserve - 3 months

752,109

TOWN OF PALMER LAKE

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

WATER ENTERPRISE FUND

For the Two Months Ended February 29, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Water Billing	\$ 1,375,000	\$ 205,323	\$ (1,169,677)	15%
Water Improvement Fee	74,000	12,558	(61,442)	17%
Water Loan	216,000	36,044	(179,956)	17%
Water Tap Fees	72,000	7,703	(64,297)	11%
Water Meter/Parts	2,550	-	(2,550)	0%
Late Fees/Service Fees	16,000	3,956	(12,044)	25%
Interest	24,000	5,608	(18,392)	23%
American Rescue Plan	103,669	-	(103,669)	0%
PLES Upper Glenway Water Improvement	101,520	-	(101,520)	0%
Total Revenue	<u>\$ 1,984,739</u>	<u>\$ 271,192</u>	<u>\$ (1,713,547)</u>	<u>14%</u>
EXPENDITURES				
Salaries and Benefits	\$ 519,749	\$ 66,594	\$ 453,155	13%
Professional Services	137,000	13,483	123,517	10%
Administrative/Operations	438,300	89,791	348,509	20%
Capital Outlays	649,290	8,320	640,970	1%
Debt Service	207,179	-	207,179	0%
Total Expenditures	<u>\$ 1,951,518</u>	<u>\$ 178,188</u>	<u>\$ 1,773,330</u>	<u>9%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 33,221</u>	<u>\$ 93,004</u>	<u>\$ 59,783</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 1,316,293</u>		
FUND BALANCE - END OF YEAR		<u>\$ 1,409,297</u>		
Less: Restricted Operating Reserve - 3 months		(224,600)	<i>Note 1</i>	
FUND BALANCE - END OF YEAR - Unrestricted		<u><u>\$ 1,184,697</u></u>		

Note 1: CWR&PDA Loan Requirement

TOWN OF PALMER LAKE

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

For the Two Months Ended February 29, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
State Shared Revenue	\$ 36,140	\$ -	\$ (36,140)	0%
Interest	1,200	265	(935)	22%
Total Revenue	<u>\$ 37,340</u>	<u>\$ 265</u>	<u>\$ (37,075)</u>	<u>1%</u>
EXPENDITURES				
Salaries and Benefits	\$ 14,380	\$ -	\$ 14,380	0%
Administrative/Operations	3,000	-	3,000	0%
Capital Outlays	19,000	-	19,000	0%
Total Expenditures	<u>\$ 36,380</u>	<u>\$ -</u>	<u>\$ 36,380</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 960</u>	<u>\$ 265</u>	<u>\$ (695)</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 59,044</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 59,309</u></u>		



Accounts Payable Reports

February 2024

System: 3/20/2024 10:15:20 AM
User Date: 3/20/2024

Town of Palmer Lake
VENDOR CHECK REGISTER REPORT
Payables Management

Page: 1
User ID: mkelly

Item 6.

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	2/1/2024
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
49597	AIRGAS	AIRGAS USA, LLC	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$116.48
49598	AMERICANWATERWO	AMERICAN WATER WORKS ASSOCIATI	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$412.00
49599	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$150.00
49600	COLORADOINTERAC	COLORADO INTERACTIVE, LLC	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$1,651.00
49601	CKT	COMMON KNOWLEDGE TECHNOLOGY	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$2,472.75
49602	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$9,665.00
49603	ECS	EMPLOYERS COUNCIL	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$86.25
49604	ESO	ESO SOLUTIONS, INC.	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$208.53
49605	GALLS	GALLS, LLC	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$88.65
49606	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$255.00
49607	KELLYBOOKSLLC	KellyBooks LLC	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$4,250.00
49608	KONICAMINOLTA	KONICA MINOLTA BUSINESS SOLUTI	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$2.53
49609	MONARCHMERCHAND	MONARCH MERCHANDISING	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$194.00
49610	PALMERLAKESANIT	PALMER LAKE SANITATION	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$1,820.44
49611	PIKESPEAKREGION	PIKES PEAK REGIONAL WATER AUTH	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$7,134.28
49612	REDNOLAND	RED NOLAND COLLISION CENTER	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$2,269.00
49613	REPUBLICSERVICE	REPUBLIC SERVICES #653	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$1,146.72
49614	RICKAUSMUSTRUCK	RICK AUSMUS TRUCKING	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$300.00
49615	GAZETTE	THE GAZETTE	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$58.32
49616	TRILAKESCHAMBER	TRI-LAKES CHAMBER OF COMMERCE	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$50.00
49617	UNCC	UTILITY NOTIFICATION CENTER OF	2/8/2024	COBANK-CKG 9495	PMCHK00000149	\$15.48
49618	HIGHERSTANDARD	HIGHER STANDARD PAINTING COMPA	2/15/2024	COBANK-CKG 9495	PMCHK00000150	\$1,215.00
49619	KNASTERTECHNOLO	THE KNASTER TECHNOLOGY GROUP	2/15/2024	COBANK-CKG 9495	PMCHK00000150	\$185.00
49620	WITMERPUBLIC	WITMER PUBLIC SAFETY GROUP INC	2/15/2024	COBANK-CKG 9495	PMCHK00000150	\$173.77
49621	AT&TMOBILITY	AT & T MOBILITY	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$1,570.38
49622	CENTURYLINK	CENTURYLINK	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$607.33
49623	COREANDMAIN	CORE & MAIN LLP	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$2,043.36
49624	ESO	ESO SOLUTIONS, INC.	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$3,055.00
49625	FAILSAFE TESTING	FAILSAFE TESTING LLC	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$235.68
49626	CICCOLELLAJOHNS	JOHN CICCOLELLA	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$320.00
49627	KROBLAWOFFICES	KROB LAW OFFICE, LLC	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$10,220.00
49628	UCHEALTH	Memorial Health System	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$185.18
49629	MYFLEETCENTER	MYFLEETCENTER	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$79.02
49630	PAVEMENTREPAIR	PAVEMENT REPAIR & SUPPLIES, IN	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$1,237.50
49631	DPCINDUSTRIES	PVS DX, INC.	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$2,489.94
49632	XEROX	XEROX BUSINESS SOLUTIONS SOUTH	2/22/2024	COBANK-CKG 9495	PMCHK00000151	\$956.12

Total Checks:	36	Total Amount of Checks:	\$56,919.71
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Town of Palmer Lake
ACH REGISTER REPORT
Payables Management

ACH Date	From:	To:
2/1/2024	2/1/2024	2/29/2024
Checkbook ID	COBANK-CKG 9495	COBANK-CKG 9495

Sorted By: Date

Trx Date	Orig. Audit Trail	Distribution Reference	Orig. Master Number	Orig. Master Name	Amount
2/5/2024	CMTRX00000124	Bank Transaction Entry	WDL000001119	Parking Kiosk Fee	159.60
2/6/2024	CMTRX00000130	Bank Transaction Entry	WDL000001171	WEX Fuel	3,054.18
2/7/2024	CMTRX00000124	Bank Transaction Entry	WDL000001120	CORE Electric	9,798.99
2/7/2024	CMTRX00000124	Bank Transaction Entry	WDL000001121	Humana	1,120.41
2/8/2024	CMTRX00000124	Bank Transaction Entry	WDL000001122	Paycom	61,774.46
2/8/2024	CMTRX00000124	Bank Transaction Entry	WDL000001137	Black Hills Energy	79.55
2/12/2024	CMTRX00000124	Bank Transaction Entry	WDL000001114	HealthEquity	5.00
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001123	Pinnacol Assurance	15,039.00
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001138	Black Hills Energy	261.12
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001139	Black Hills Energy	201.18
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001140	Black Hills Energy	197.56
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001141	Black Hills Energy	146.28
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001142	Black Hills Energy	111.64
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001143	Black Hills Energy	89.25
2/13/2024	CMTRX00000124	Bank Transaction Entry	WDL000001144	Black Hills Energy	27.16
2/14/2024	CMTRX00000124	Bank Transaction Entry	WDL000001115	FPPA	7,058.25
2/15/2024	CMTRX00000124	Bank Transaction Entry	WDL000001118	PCS	2,417.87
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001126	Amcobi	1,141.51
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001127	Amcobi	211.24
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001128	Amcobi	139.15
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001129	Amcobi	134.65
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001130	Amcobi	114.37
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001131	Amcobi	111.85
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001132	Amcobi	91.72
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001133	Amcobi	90.04
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001134	Amcobi	88.36
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001135	Amcobi	88.36
2/21/2024	CMTRX00000124	Bank Transaction Entry	WDL000001136	Amcobi	85.00
2/21/2024	CMTRX00000129	Bank Transaction Entry	WDL000001170	Visa Cardmember Services	3,370.11
2/22/2024	CMTRX00000124	Bank Transaction Entry	WDL000001113	Paycom	75,273.95
2/26/2024	CMTRX00000124	Bank Transaction Entry	WDL000001124	Anthem	8,990.03
2/28/2024	CMTRX00000124	Bank Transaction Entry	WDL000001116	FPPA	7,194.90
2/28/2024	CMTRX00000124	Bank Transaction Entry	WDL000001117	PCS	2,315.46

Total ACHs: 33

Total Amount of ACHs: \$ 200,982.20



Charts

February 2024

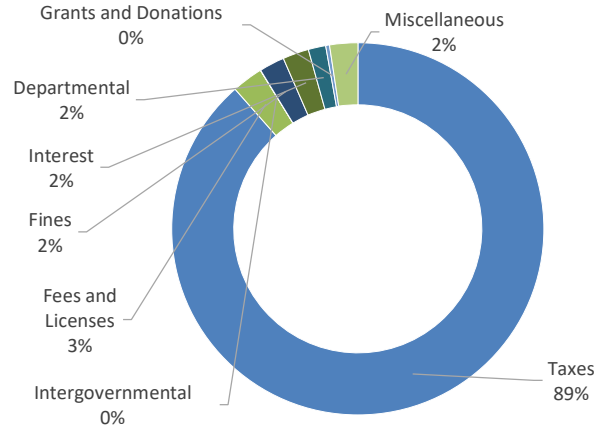
TOWN OF PALMER LAKE

Item 6.

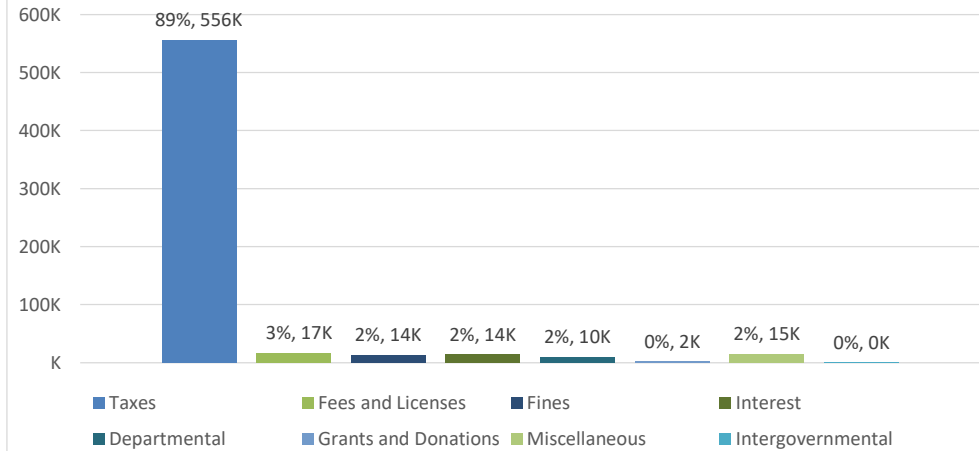
REVENUE CHARTS GENERAL FUND

For the Two Months Ended February 29, 2024
UNAUDITED

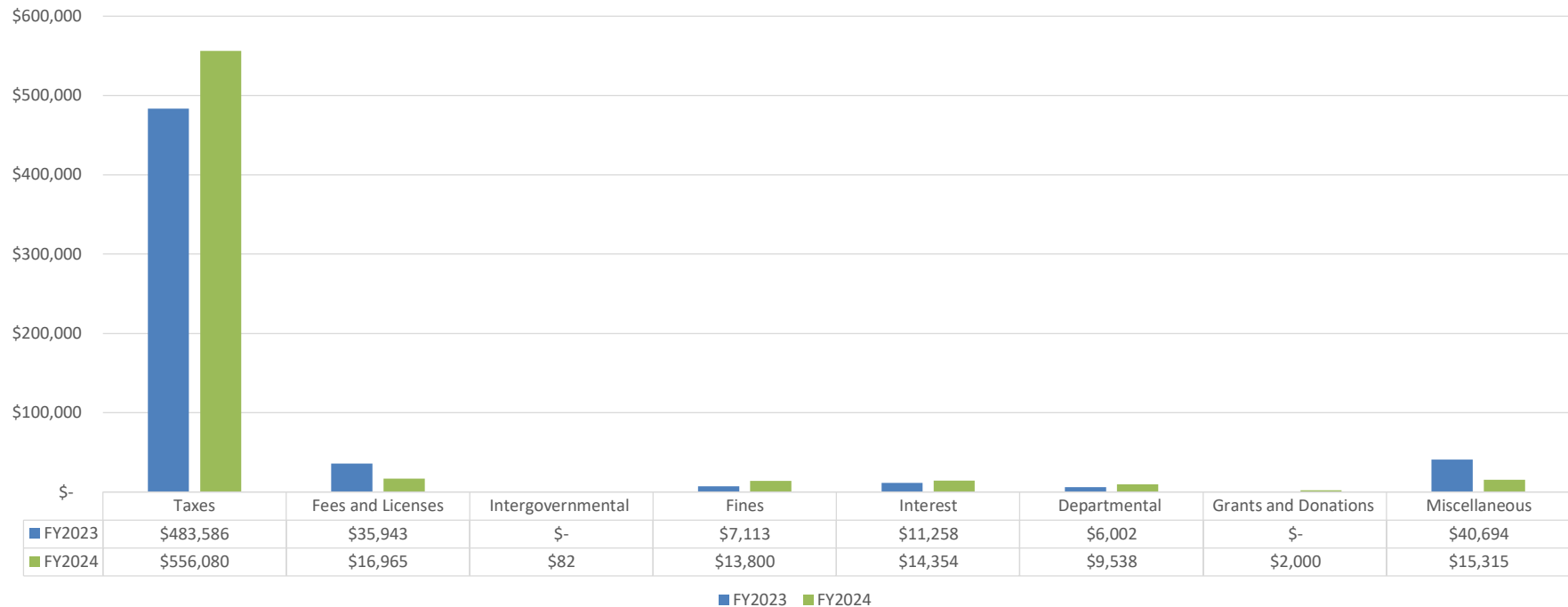
Revenue Composition - February 2024



Revenue Composition - February 2024



Revenue Composition - Prior Year Comparison



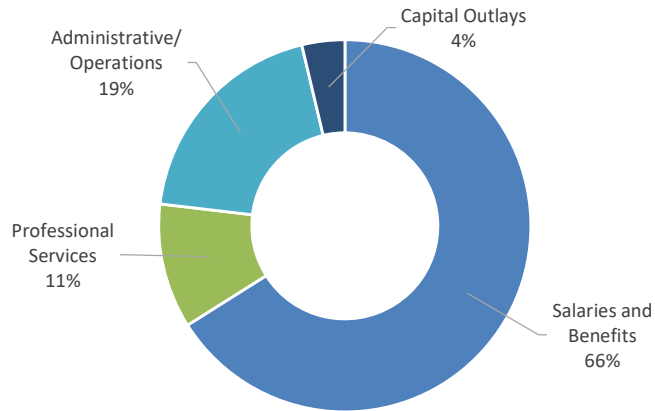
TOWN OF PALMER LAKE

Item 6.

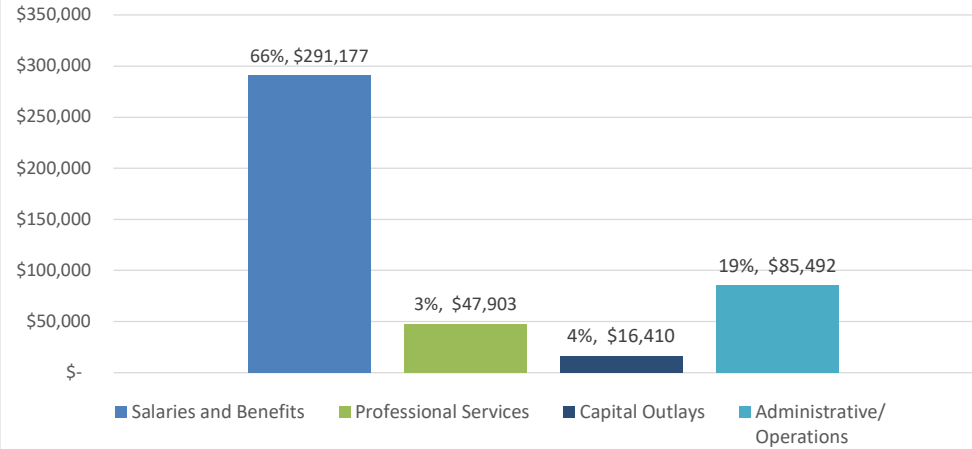
EXPENDITURE CHARTS GENERAL FUND

For the Two Months Ended February 29, 2024
UNAUDITED

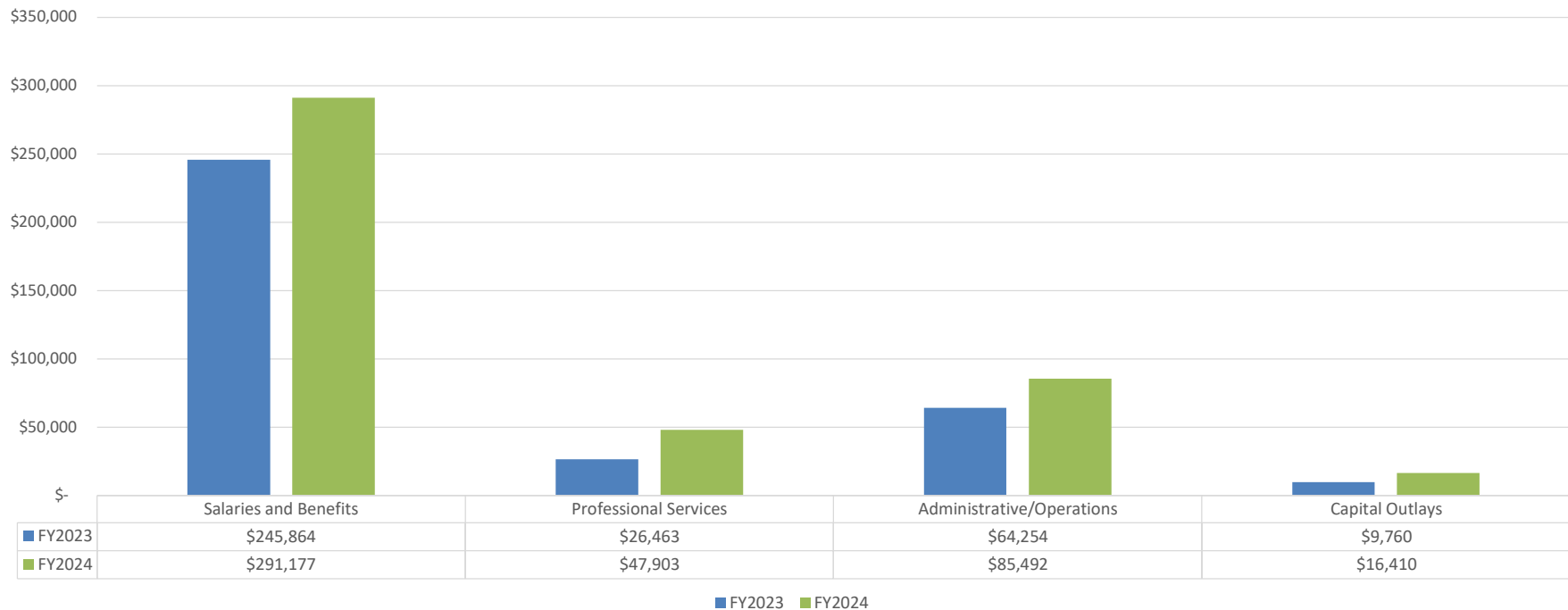
Expenditure Composition by Type - February 2024



Expenditure Composition by Type - February 2024



Expenditure Composition by Type - Prior Year Comparison



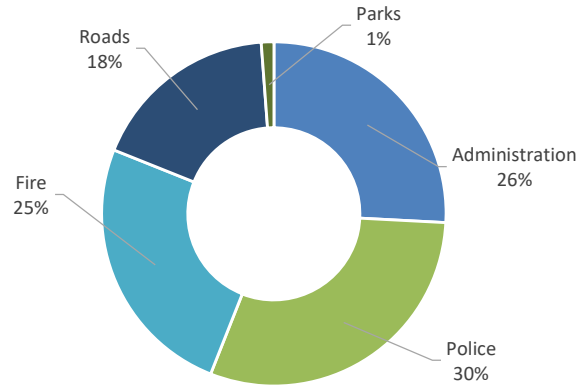
TOWN OF PALMER LAKE

Item 6.

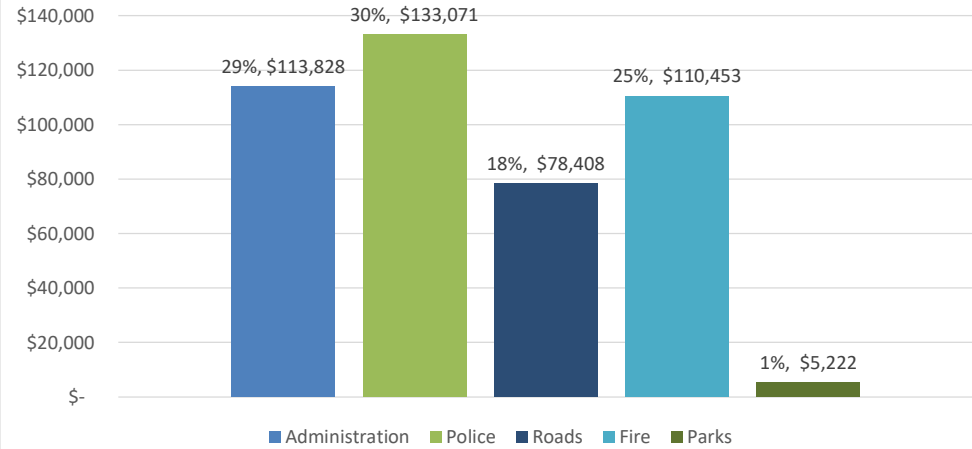
EXPENDITURE CHARTS GENERAL FUND

For the Two Months Ended February 29, 2024
UNAUDITED

Expenditure Composition by Department - February 2024



Expenditure Composition by Department - February 2024



Expenditure Composition by Department - Prior Year Comparison



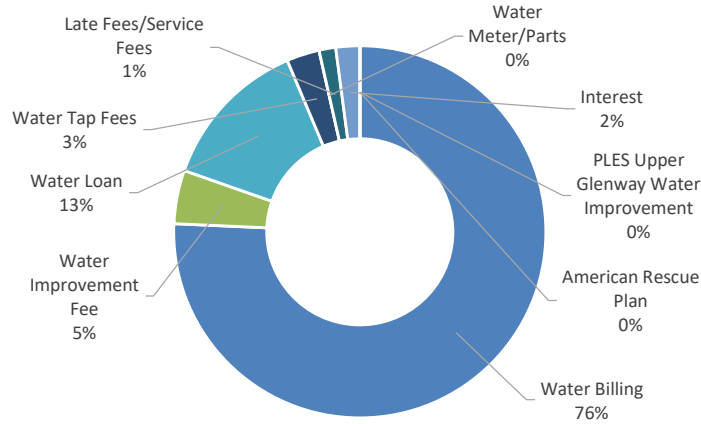
TOWN OF PALMER LAKE

Item 6.

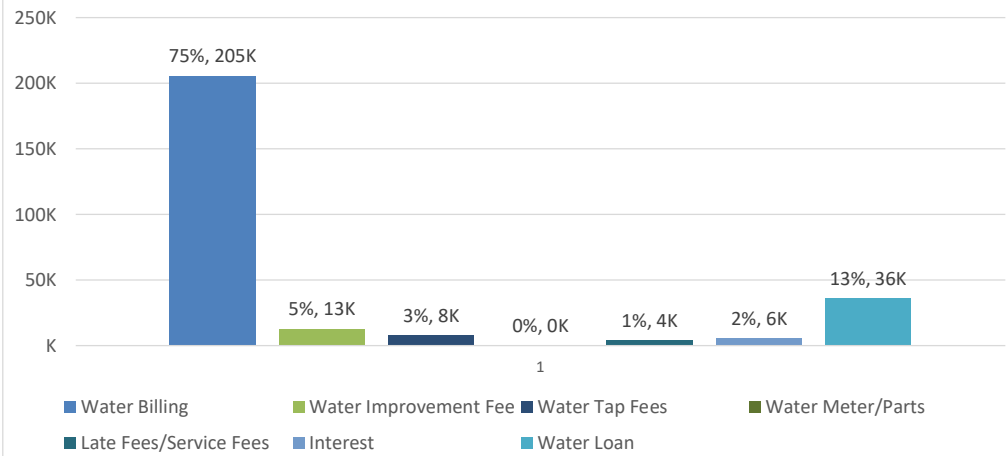
REVENUE CHARTS WATER ENTERPRISE FUND

For the Two Months Ended February 29, 2024
UNAUDITED

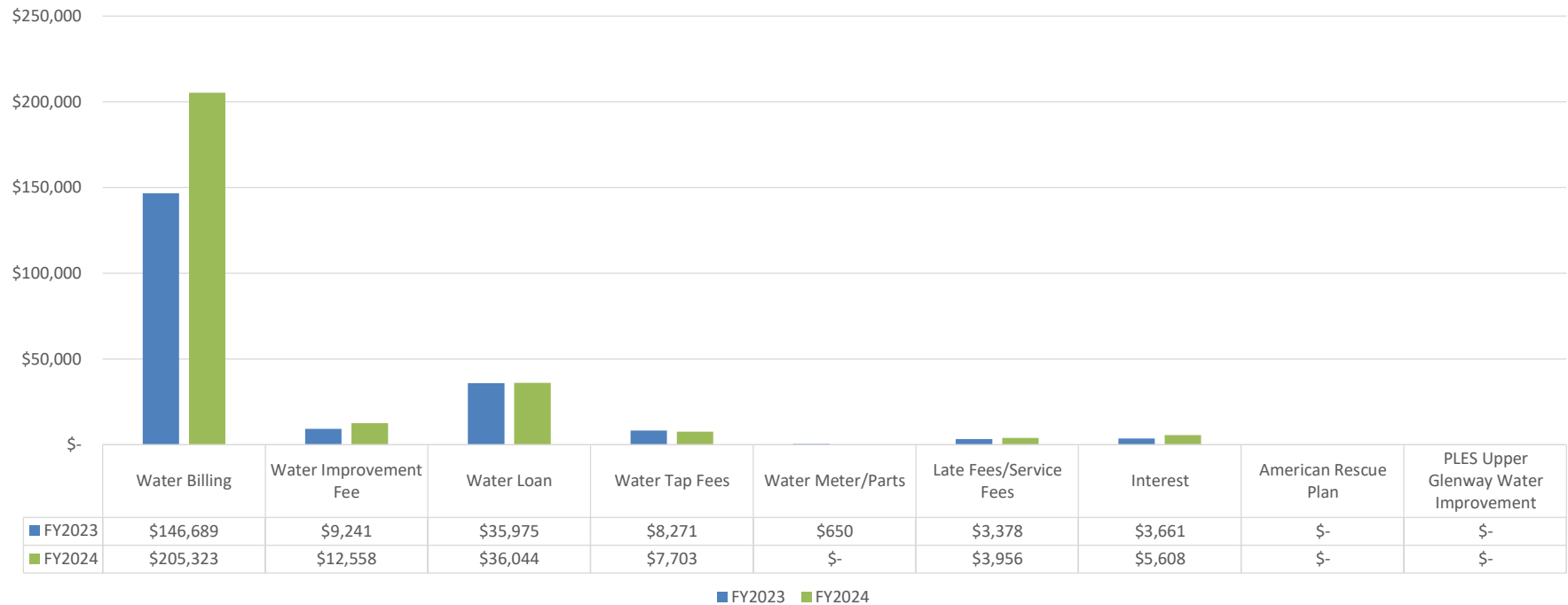
Revenue Composition - February 2024



Revenue Composition - February 2024



Revenue Composition - Prior Year Comparison



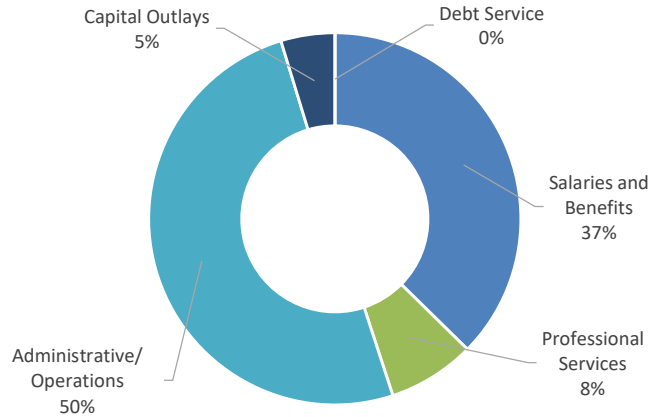
TOWN OF PALMER LAKE

Item 6.

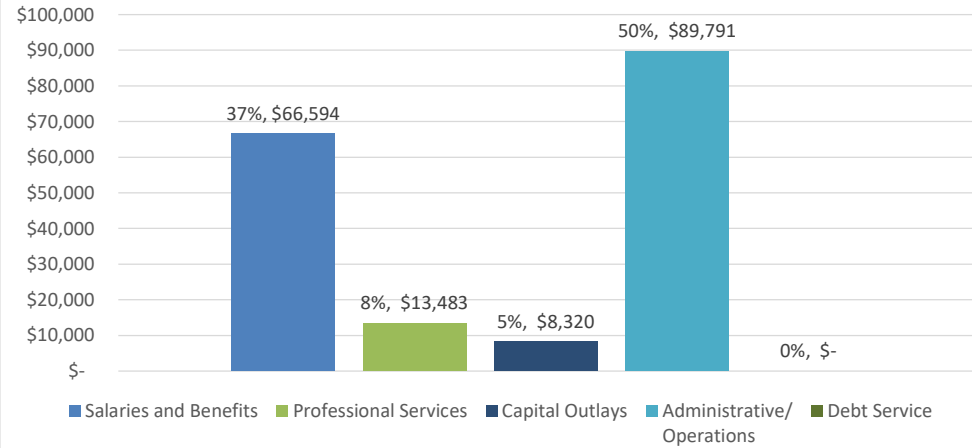
EXPENDITURE CHARTS WATER ENTERPRISE FUND

For the Two Months Ended February 29, 2024
UNAUDITED

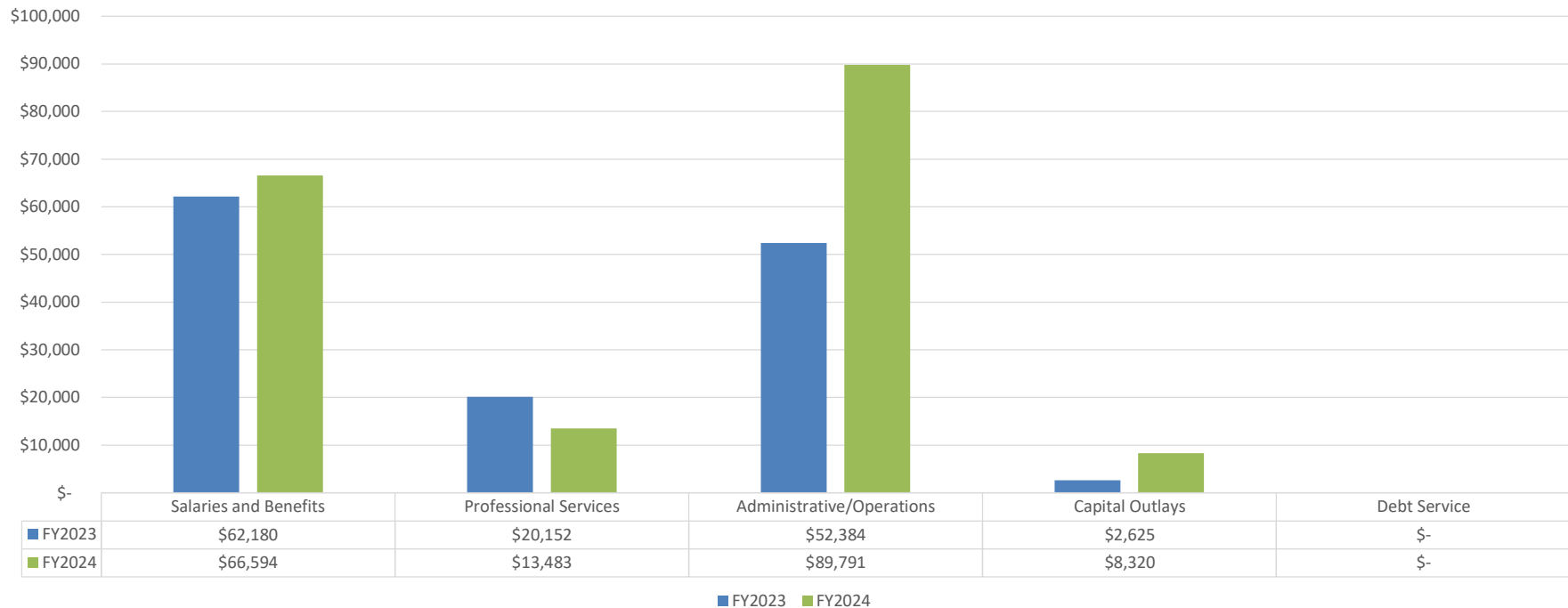
Expenditure Composition by Type - February 2024



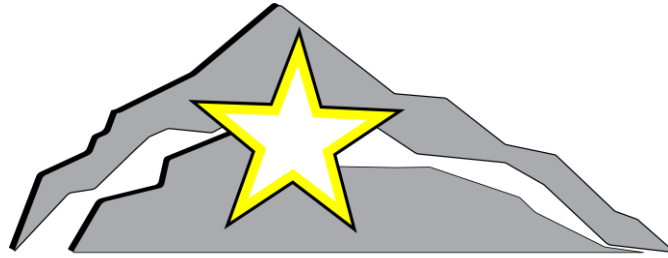
Expenditure Composition by Type - February 2024



Expenditure Composition by Type - Prior Year Comparison



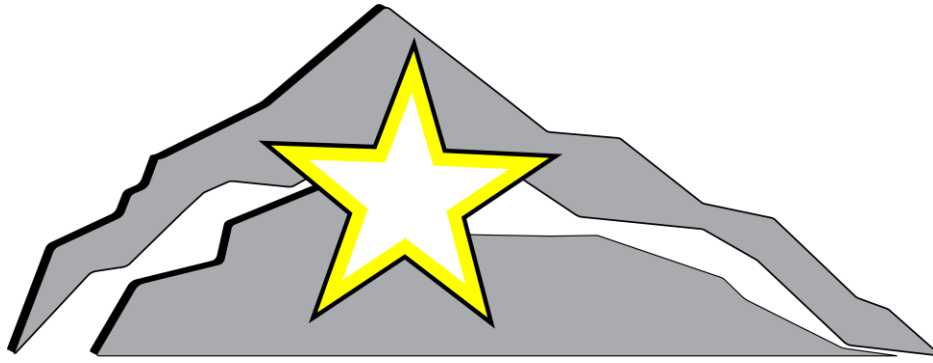
Town of Palmer Lake Monthly Water Usage			Month Year	February 2024
	Gallons	Acre Ft		
Surface Water	1,886,000	5.79		
Well A2	0	0		
Well D2	1,621,000	4.97		
Total	3,507,000	10.76		
Avg. Gal/Day	121,000	0.37		
Release To Lake 8.27 AF Max Allowed = 8.4 AF / Month				
Release Glen Park Evaporation 0 AF				
Water system 0 AF				
		Total	0 AF	



Town of Palmer Lake

Board of Trustees Summary Sheet

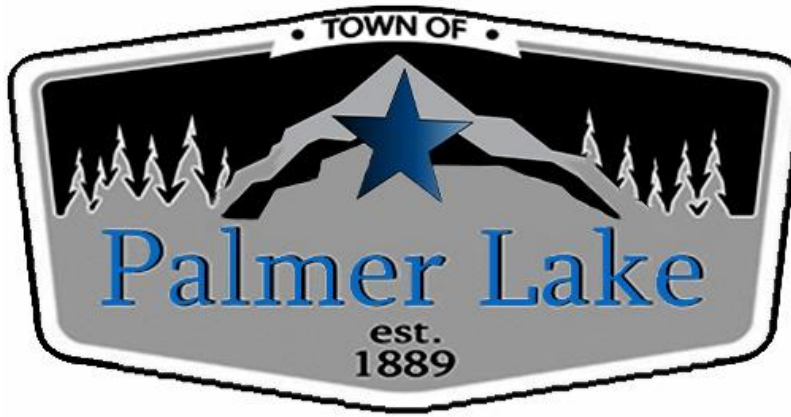
	February 2024
Title	Public Works Monthly Report
Date	3/28/2024
Contact	Dawn Collins
Summary	<p>Roads graded as able (weather)</p> <p>Plowing and sanding ROWs after snowstorm</p> <p>Patched potholes as able (ground frozen)</p> <p>Tree trimming from ROW and lake area</p> <p>Emptied trash at Lake area</p> <p>Maintained area around the Town office and Town Hall</p> <p>Set up and tear down seating/tables at Town Hall as needed</p> <p>Attending TAC meetings (Collins)</p> <p>Assist with temporary easements for PLES project planning (Collins)</p>
Training	
Other Activity	<p>Conditional offer made to a second PW equipment operator</p> <p>Note: No PW employee currently has a CDL (needed for equipment)</p> <p>Working with temporary recruitment of PW Supervisor</p>



Town of Palmer Lake

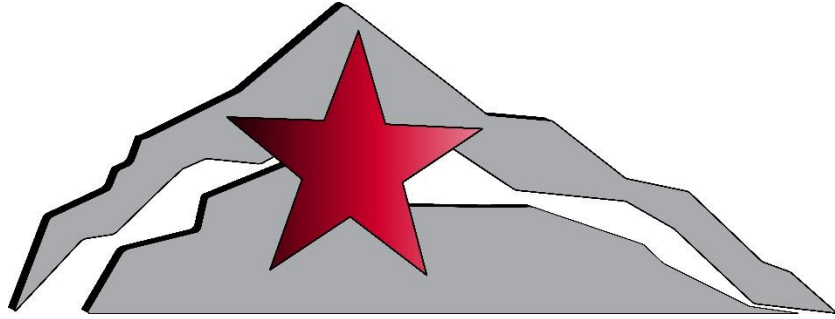
Board of Trustees Summary Sheet

	January and February 2024
Title	PARKS Report
Date	3/28/2024 Board meeting; 3/12/2024 Parks meeting
Contact	Parks Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 22 hr Clerical (email, calls, grants, spreadsheets) : 32 hr Miscellaneous Meetings (other than Parks) : 22.50 hr
Total Volunteer Time	Total = 76.50 hours
Upcoming Activity	Bridge Prep



Board of Trustees Summary Sheet

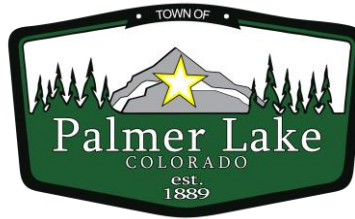
	March 2024
Title	Police Monthly Report
Action	N/A
Date	02/01-02/29/2024
Contact	A. Lundy
Summary	In the Month of February 2024, the PLPD made 27 traffic stops and issued 6 citations. Also, in the month of February, 2 DUI arrests, 1 domestic violence arrest, and 1 warrant arrest were made. PLPD is investigating 2 fraud cases, 1 car break in, 2 mental health cases, and 1 unattended death case.
Training	Officer Wagner attended S.A.B.A training. Officer Bentley and Sgt. Lundy attended T.P.O. training. Officer Perry attended C.I.T. training. Officer Bentley attended Honor Guard academy.
Other actions	PLPD has stepped up to cover the road with the departure of 2 full time command staff officers. Their replacements are much anticipated.
Active investigations	Palmer Lake PD officers are actively investigating several vehicle break in cases, 3 mental health cases, and 2 Fraud cases.
Calls for service	Officers responded to 356 calls for service this 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.



PALMER LAKE FIRE DEPARTMENT

Board of Trustees Summary Sheet

Title	Fire Department Report- February 2024
Date	21 March 2024
Contact	John Vincent, Chief
Summary	<p>Fire Department RMS on-boarding continues.</p> <p>4 New Volunteers on-boarding.</p> <p>2 personnel attended train-the-trainer chipper training at CSFD.</p> <p>All personnel completed RT-130 annual wildfire refresher training.</p>
Training	163.5 Hours
Photographs	None
Other Action	
Code Enforcement	



Board of Trustees Summary Sheet

	Feb-Mar 2024																							
Title	Administration																							
Date	3/28/2024																							
Contact	Admin personnel																							
Kiosk Revenue	<div>February Collections for the Kiosk / Transactions: 326</div> <div><div><div>\$1,727.80</div><div>Gross Collections</div><div>(326 Transactions)</div></div><div><div>\$ (97.80)</div><div>Fees</div><div></div></div><div><div>\$ (70.00)</div><div>Monthly T2 Svc charge</div><div></div></div><div><div>\$1,560.00</div><div>Net Collections - February</div><div></div></div></div> <div>Collections 2024 YTD / YTD Transactions: 650</div> <div><div><div>\$3,445.00</div><div>Gross Collections</div><div></div></div><div><div>\$ (195.00)</div><div>Fees</div><div></div></div><div><div>\$ -</div><div>Supplies (Kiosk Paper)</div><div></div></div><div><div>\$ (140.00)</div><div>Monthly T2 Svc charge</div><div></div></div><div><div>\$3,110.00</div><div>Net Collections</div><div></div></div><div><div>\$ (335.00)</div><div>Total Fees and Maintenance</div><div>11%</div></div></div>																							
Contact Us (online)	<table><thead><tr><th>Date</th><th>First Name</th><th>Subject</th></tr></thead><tbody><tr><td>2/2/2024</td><td>Elizabeth</td><td>Short term rental licensing question</td></tr><tr><td>2/4/2024</td><td>Melanie</td><td>Snow Plowing on to the sidewalk</td></tr><tr><td>2/5/2024</td><td>Scott</td><td>Snow Removal</td></tr><tr><td>2/20/2024</td><td>Pavel</td><td>Instant payment processing for online merchants. One API – 3000+ banks.</td></tr><tr><td>2/21/2024</td><td>Kellie</td><td>El Paso County Clean Sweep Recycling Event</td></tr><tr><td>2/26/2024</td><td>Steve</td><td>Zoning Compliance</td></tr></tbody></table>			Date	First Name	Subject	2/2/2024	Elizabeth	Short term rental licensing question	2/4/2024	Melanie	Snow Plowing on to the sidewalk	2/5/2024	Scott	Snow Removal	2/20/2024	Pavel	Instant payment processing for online merchants. One API – 3000+ banks.	2/21/2024	Kellie	El Paso County Clean Sweep Recycling Event	2/26/2024	Steve	Zoning Compliance
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2/26/2024	Steve	Zoning Compliance																						
Land Use permits issued	<div>February 2024</div> <div>Type: Single Family; Qty: 0 Other; Qty: 3 Total water taps issued: 1040</div>																							

54

Item 11.

Business Licenses	<table><tr><td rowspan="2">BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE</td><td>2024</td><td>2024</td></tr><tr><td>Feb</td><td>Feb</td></tr><tr><td>Business Type</td><td>STR</td><td>other</td></tr><tr><td>New Licenses</td><td>0</td><td>3</td></tr><tr><td>Licenses Renewed</td><td>0</td><td>12</td></tr><tr><td>Licenses Expired</td><td>0</td><td>0</td></tr><tr><td>Businesses Closed</td><td>0</td><td>0</td></tr><tr><td></td><td></td><td></td></tr><tr><td>CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)</td><td>44</td><td>156</td></tr><tr><td>TOTAL CURRENT BUSINESS LICENSES (New + Renewed)</td><td colspan="2">200</td></tr></table> <p>SCHEDULED TO RENEW IN APRIL:</p> <table><tr><td>BUSINESS NAME</td></tr><tr><td>Messenger International, Inc.</td></tr><tr><td>Pampered Paws Grooming</td></tr><tr><td>PBK Supply, LLC</td></tr></table>	BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE	2024	2024	Feb	Feb	Business Type	STR	other	New Licenses	0	3	Licenses Renewed	0	12	Licenses Expired	0	0	Businesses Closed	0	0				CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)	44	156	TOTAL CURRENT BUSINESS LICENSES (New + Renewed)	200		BUSINESS NAME	Messenger International, Inc.	Pampered Paws Grooming	PBK Supply, LLC										
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BUSINESS NAME																																												
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Water Billing	<table><tr><th>Year</th><th>Month</th><th># of Water Accounts</th><th># of Gallons Sold</th><th># of Shutoffs</th></tr><tr><td>2022</td><td>Jan-Dec</td><td>1015</td><td>41,405,900</td><td>11</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2023</td><td>Jan-Dec</td><td>1018</td><td>44,855,150</td><td>7</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td rowspan="3">2024</td><td>Jan</td><td>1019</td><td>3,498,000</td><td>0</td></tr><tr><td>Feb</td><td>1019</td><td>3,031,550</td><td>0</td></tr><tr><td>YTD</td><td></td><td>6,529,550</td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs	2022	Jan-Dec	1015	41,405,900	11						2023	Jan-Dec	1018	44,855,150	7						2024	Jan	1019	3,498,000	0	Feb	1019	3,031,550	0	YTD		6,529,550	0					
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	YTD		6,529,550	0																																								
Grant Activity Updates	No new report																																											
Staffing Activity	<ul style="list-style-type: none">• Conditional offer made for Accounting Clerk• Conditional offer made for Equipment Operator• First calls with candidates for Deputy Town Clerk• Working with recruitment service for temporary Public Works Supervisor• Assembling assessment/plan for PD structure and Police Chief																																											

NOTICE OF PUBLIC HEARING**TOWN OF PALMER LAKE**

Notice is hereby given that Palmer Lake Planning Commission shall hold a public hearing on Wednesday, February 21, 2024, at 5 pm at the Town Hall, 28 Valley Crescent, Palmer Lake, to consider a Conditional Use application for Single and Multi-family residential use in C1 zone, located at Blocks 38 and 39 East Palmer Lake. A recommendation will be made to the Board of Trustees on the same matter scheduled for Thursday, March 14, 2024, at 6 pm. A copy of the complete application is on file at the Town Clerk office at 719-481-2953. /s/ Dawn A. Collins, Town Clerk



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

Office Use Only

Case Number: _____

Date: IAN 22 2024

Fees: \$250.00

Check #: 11791

Rec'd By: [Signature]

Application Complete: DAC 1/22/24

pc-2/21.

Conditional Use Application Form

Name of Applicant/Property Owner: Rebecca Albright & Philip Tedeschi / The Town Of Palmer Lake

Address: 341 Landsdown St, Palmer Lake, CO 80133 Phone#: 719-648-3218

Email: beckytedeschi@gmail.com

Name of Proposal: Lake Shadows Meadow

Legal Description or Address: ALL BLK 39 EAST PALMER LAKE / Albright Tedeschi
ALL BLK 38 EAST PALMER LAKE / TOPL

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

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

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

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



By signing this application, parties agree to the following:

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

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

Applicant Signature: Rebecca Albright Date: 1-19-24

If the applicant is not the owner:

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

Owner – Print: Town of Palmer Lake, Grant Havenar, Mayor

Owner – Signature: _____ Date: _____

Owners	Rebecca Albright	1-19-24
	Rebecca Albright	
	Philip Tedeschi	1-19-24
	Philip Tedeschi	1-19-24

L E T T E R O F I N T E N T

Project: **Lake Shadows Meadow**

Date: **January 19, 2024**

To: **Town of Palmer Lake Planning Commission**

Applicants: **Rebecca Albright and Philip Tedeschi**
 341 Landsdown St
 Palmer Lake, CO 80133
 and The Town Of Palmer Lake

Philip Tedeschi and Rebecca Albright have been residents and landowners in Palmer Lake for over 30 years. In April of 2022 we began looking into improving our property holdings in the Town of Palmer Lake and entered into discussion with the Town Administrator, Dawn Collins, and the Board of Trustees. Since that time, we have contracted various professionals to assist us in creating the proposal we put before you today. We are excited that this proposal will be quite beneficial to the Town, surrounding businesses, wildlife, and people looking for attainable housing in our beautiful town.

This proposal has 2 components:

1. Conditional Use for Blocks 38 and 39:

- Block 38 currently belongs to the Town of Palmer Lake, which has agreed to sell us this lot for \$104,000. Block 38 is important to the plan. If the Conditional Use is not granted, we would not be able to purchase this property.
- Both lots are currently zoned C1.
- We request a conditional use for these lots as an R4 residential zone. 17.44.020 (13) to allow a “pocket neighborhood” design of attainable housing.
- The design meets all requirements of the R4 zone including lot area, frontage, setbacks, etc.

2. Vacating Unimproved Rights of Way that will never be used:

- Proposed rights of way vacations are bordered by TOPL or ourselves and do not impact any other landowners.
- Elsie Place and Doris Place: these separate only parcels we own and do not provide access for any other lots.
- Estabrook: already used for the Front Range Trail.
- Broadway Street: the entrance to the Front Range Trail from Oakdale Dr.
- Clarence St: between Blocks 38 and 39 which will become part of the new project parcel.
- Charles St: between Block 39 and TOPL property to the south. Other rights of way serve this Town Property which is adjacent to the Town Yard.

This R.O.W. information is shown on Drawings SP1 and SP2.

A 3rd future component concerns the remaining 5+ acres that contain our current homestead and pasture land. We kept horses there for 30 years and would like to again in the near future. This property is on the Town’s historic registry as a farm that provided for much of the Town.

Lake Shadows Meadow Project Description

Rebecca Albright and Philip Tedeschi propose to build a “pocket neighborhood” on Block 38 and 39 of East Palmer Lake. This design concept is a pattern of housing fostering a strong sense of community among nearby neighbors while maintaining privacy. Small homes fit to the landscape around common open space areas which can be used for walking paths, community gardens, play spaces and various gathering spots. A spur will provide direct access to the Front Range Trail directly adjacent to the property as an amenity for new homeowners. The design of the residences will optimize views and passive solar. Large parts of the land will remain undisturbed allowing for the preservation of mature ponderosa pines, uninterrupted pathways and wildlife habitat. Smaller homes clustered strategically together and combined into some duplexes serve to lower costs while providing housing that fits with the beauty of the land and surrounding open space.



Conover Commons Cottages pocket neighborhood. Redmond, WA by Ross Chapin Architects

The C1 zone largely describes the types of uses that one finds in a Downtown commercial zone. This does not appear appropriate or economically viable here. Warehousing and other light industrial businesses similar to what occurs in the neighboring M1 zone are also conditional uses - not permitted uses.

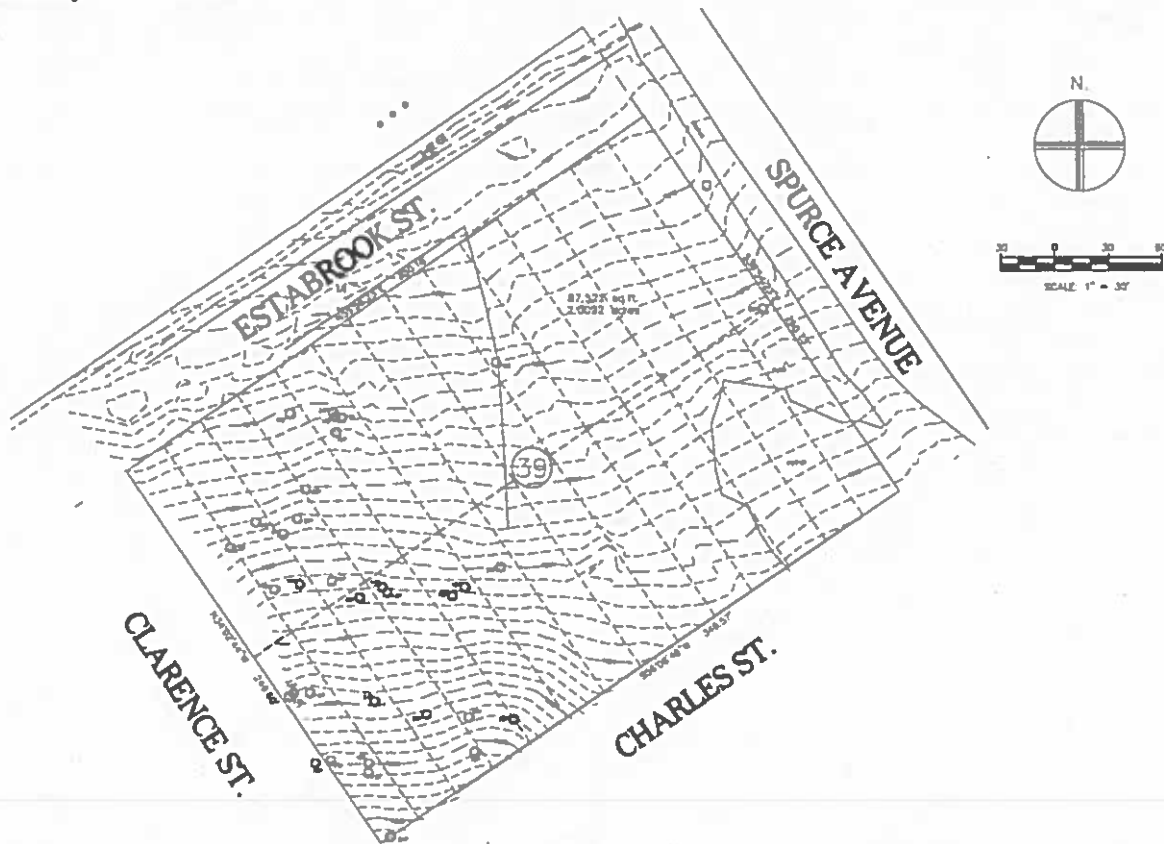
We have contracted with Fisher Architecture for this planning concept design. Jim Brinkman of Crossed Paths Surveying has completed topographical and boundary surveys and located mature ponderosa pine trees. D&D Engineering has evaluated soils and prepared preliminary sizing of an On-site Wastewater Treatment System (OWTS). Project density is determined by sanitary sewer capacity. Engineering studies indicate 2 OWTS regulated by El Paso County will serve (11) 2-bedroom units. The resultant density is 3.9 dwelling units / ac (+/- 15,300 sf / unit) - a density lower than the existing adjacent R10,000 zone.

The requested conditional use is for an R4 residential zone to allow for 5 single family detached residences and 3 duplex units. The project meets all R4 zone criteria re: setbacks, lot size, and street frontage. We could request a conditional use for M1 type activities but such a project requires large flat sites that would require clear-cutting of most of the trees, retaining walls, and some of the other features that characterize the existing

M1 zone developments. We prefer a project that serves as a transition / buffer zone between the current M1 uses and the adjacent residential areas.

The new Town Master Plan calls for "Medium Density Housing" all along the north slopes of Ben Lomond where the property is located. It also states, "higher density attainable housing [may occur] on the south edge of the area where the terrain is too steep for normal business development but not for housing."

Resident and emergency access to the property is from Spruce Ave. which is the current access to the Town of Palmer Lake Maintenance Facility – currently the only user of this street. There is also water, gas and electricity available here.



Crossed Path Surveying

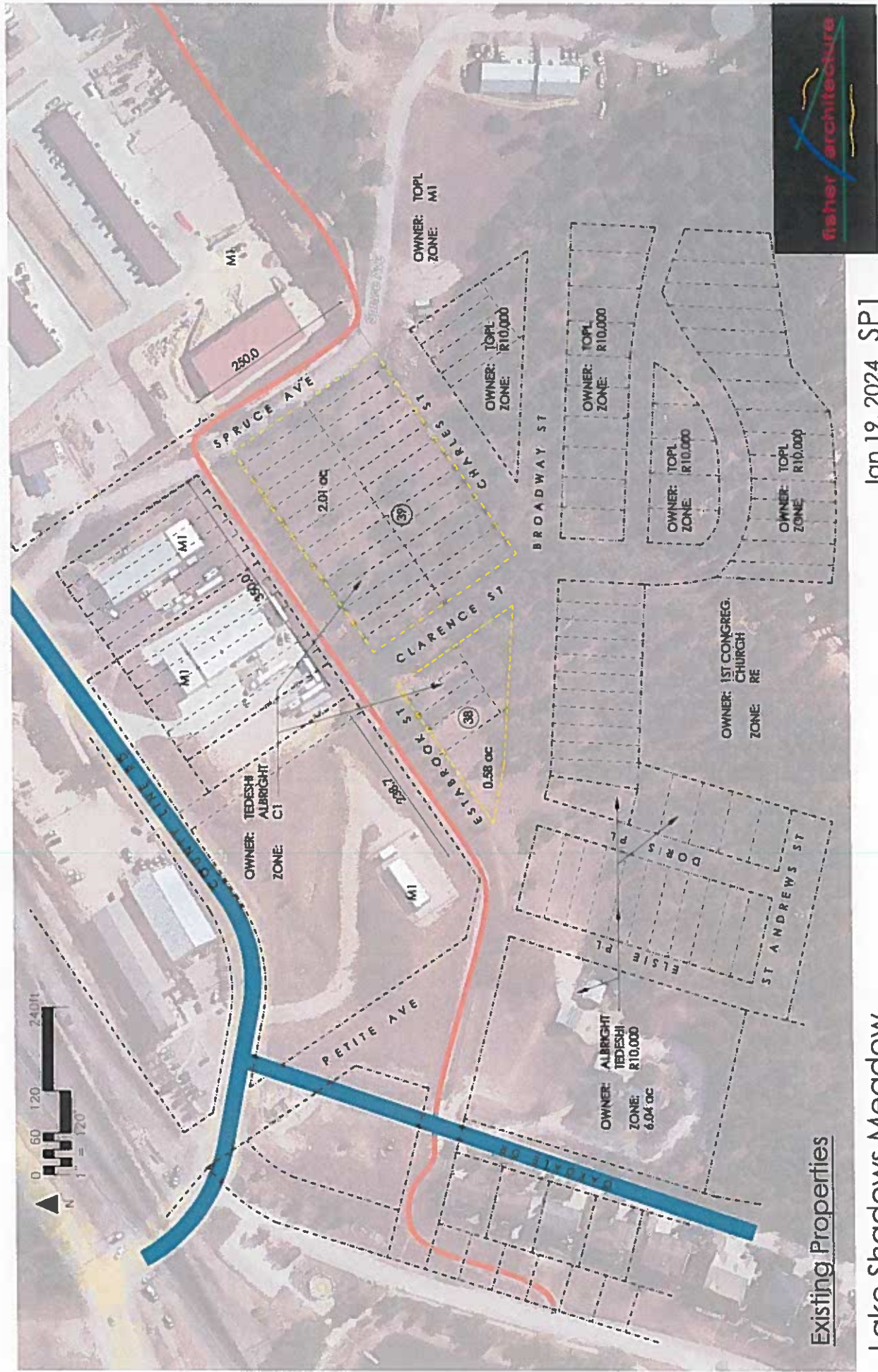
As we attempt to make this housing as affordable as possible for the workforce, young families, the elderly, etc; we request that the three duplex units have one water tap fee for each building, not each unit. Since the Town of Palmer Lake also uses Spruce Avenue to access its property, we request that we share the cost of improving roads to Town Standards.

We are so excited to show you the beautiful concept designs and begin moving forward with this project.

Respectfully,

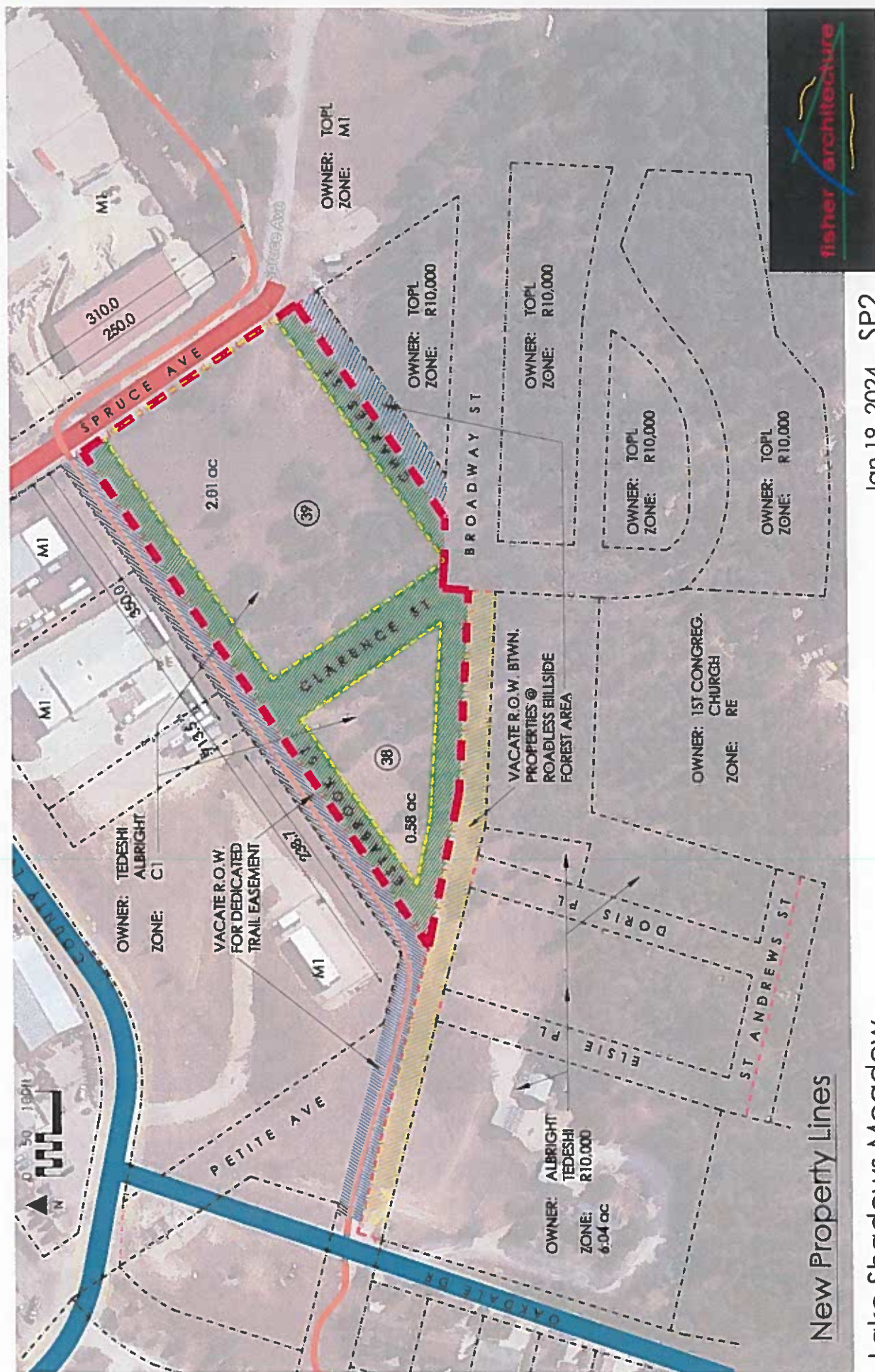
Rebecca Albright
Philip Tedeschi

Rebecca Albright and Philip Tedeschi

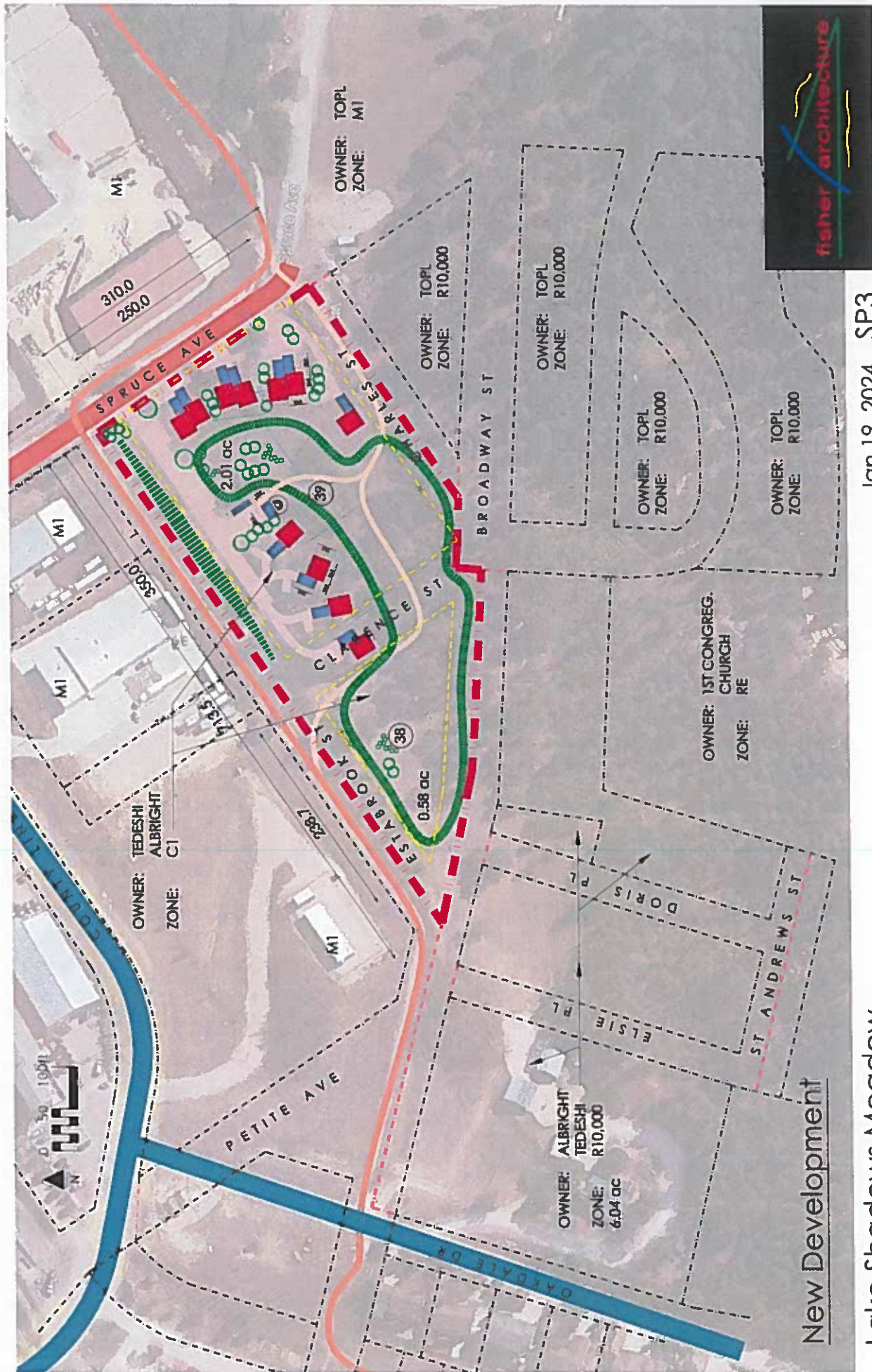


Jan 19, 2024 SP1

Lake Shadows Meadow



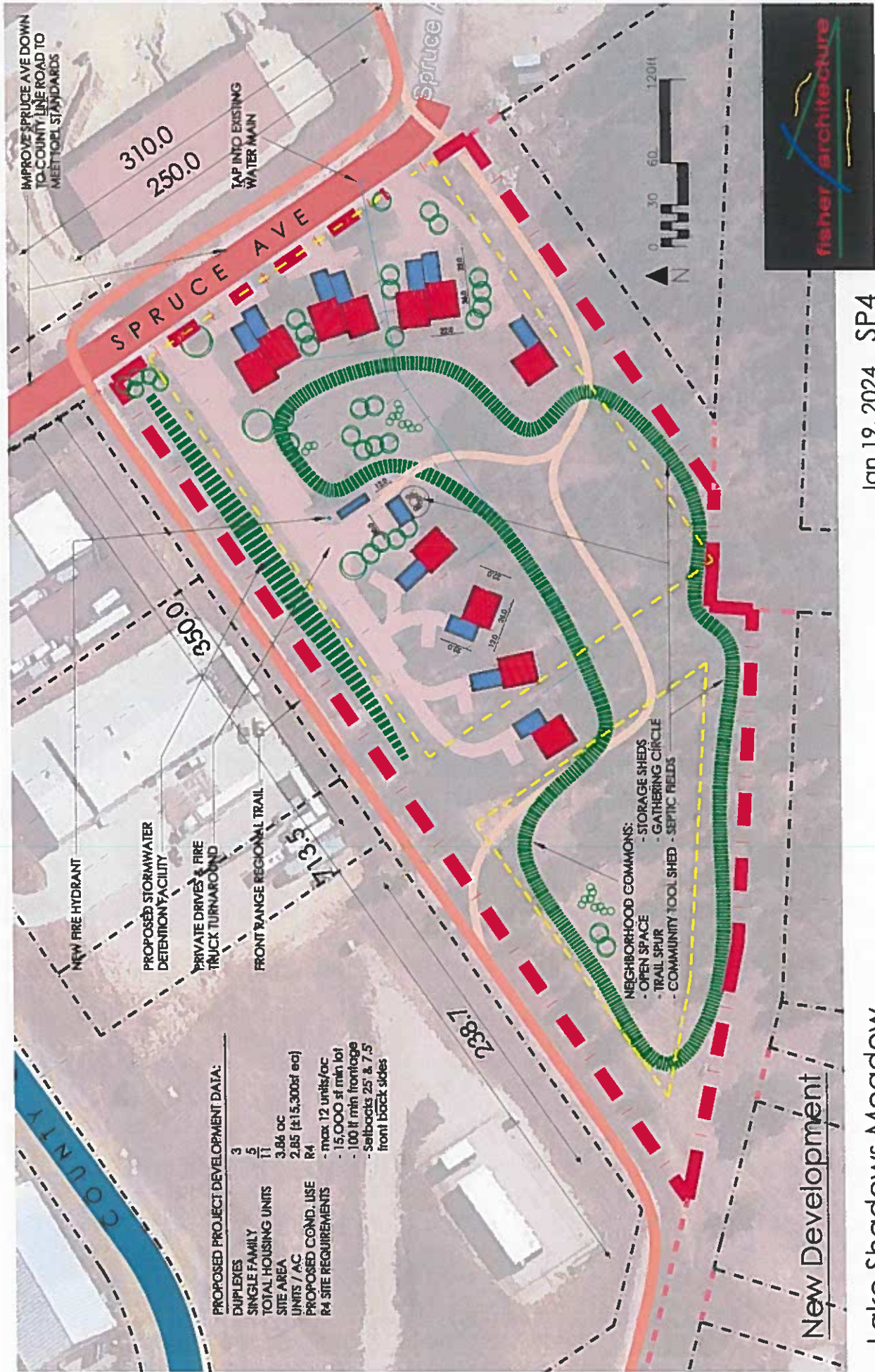
Jan 19, 2024 SP2



Jan 19, 2024 SP3

New Development

Lake Shadows Meadow



Jan 19, 2024 SP4



Site & Concept

January 19, 2023 SP0



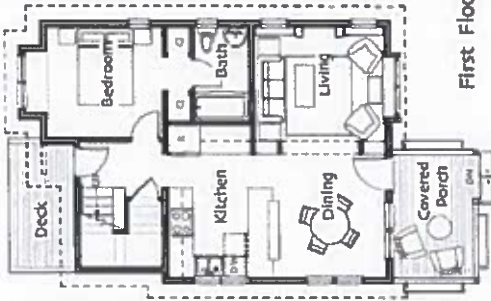
Lake Shadows Meadow



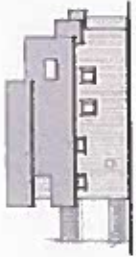
First Floor
Living Room 12'-0" x 11'-0"
Kitchen 10'-5" x 11'-5"
Dining Room 9'-7" x 11'-5"
Bedroom 10'-0" x 10'-3"
Bathroom full

Second Floor > 5'
Bedroom 12'-0" x 11'-4"
Study 8'-10" x 7'-2"
Bath/Laundry three-quarter

Total Heated Area 1150 sq ft
Footprint 24' x 43'



First Floor



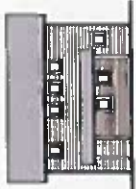
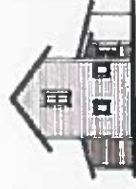
Egret 1150 sf

marketing plans by
Ross Chapin Architects

First Floor
Living/Dining 17'-9" x 11'
Kitchen 11'-4" x 9'-3"
Bathroom 7'-3" x 5'-0"
Bath

Second Floor
Bedroom 11' x 11'-6"
Bedroom 10'-3" x 9'-6"
Bathroom full

Total Heated Area 1086 sq ft
Footprint 30' x 31'



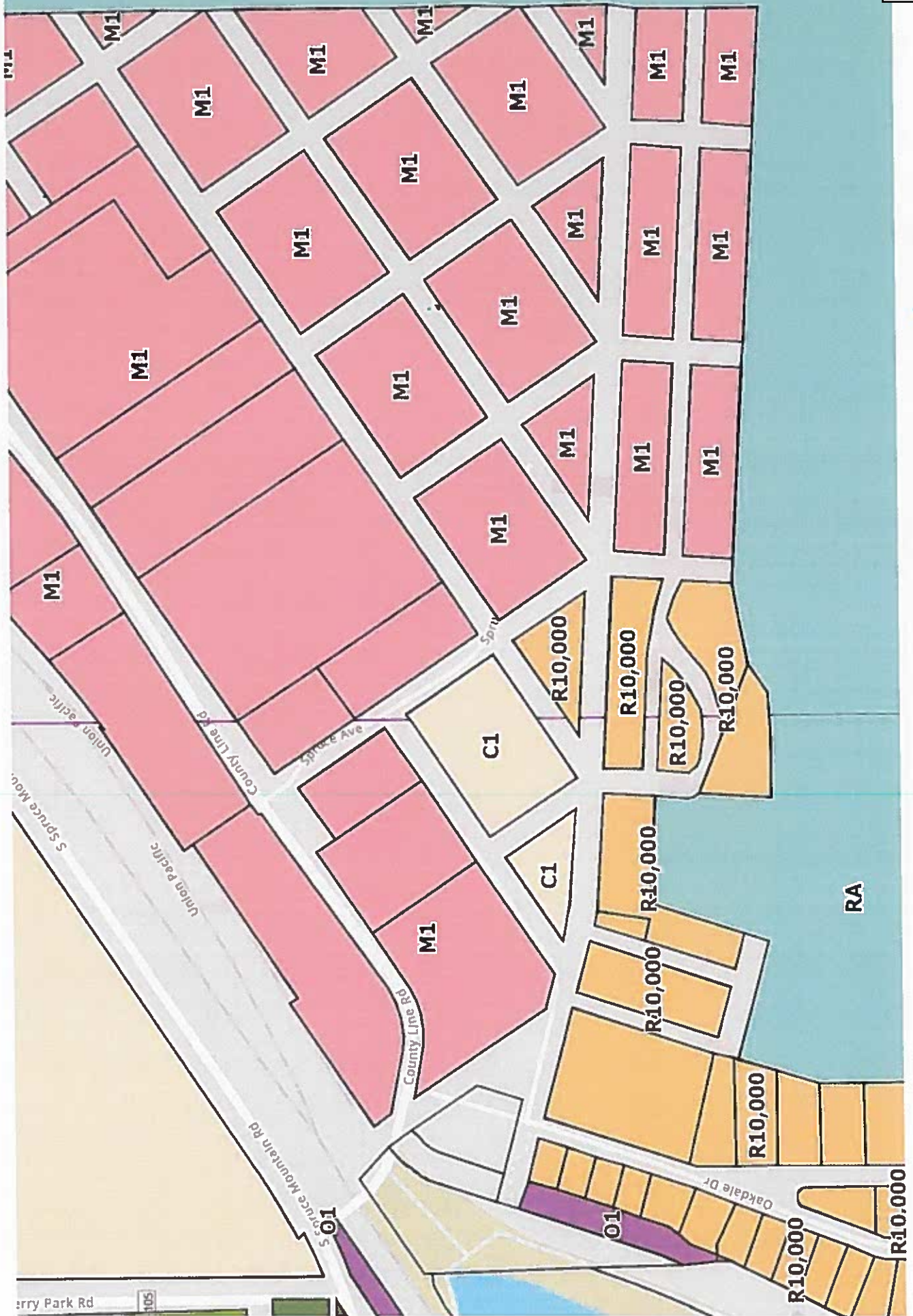
Brightside 1086 sf

Palmer Lake
Vernacular

Lake Shadows Meadow

January 2023 A1





17.44.010. - Permitted uses.

Permitted uses in the C1 zone are as follows:

- (1) Restaurants.
- (2) Licensed liquor or beer outlets.
- (3) Bed and breakfast, ten units or smaller.
- (4) Funeral homes and mortuaries.
- (5) Medical and dental clinics.
- (6) Service establishments, such as barber and beauty shops, watch and jewelry repair, pharmacies, pick-up stations for laundry or dry cleaning.
- (7) Community buildings, libraries, parks, museums, art galleries and post offices.
- (8) Retail stores including the following: liquor store, drug store, miscellaneous good items, clothing store, Sporting goods, books, groceries, antiques, gift shop, and hardware.
- (9) Art, photographic, health, dance and music studios.

(Code 1973, § 17.36.010; Ord. No. 2-1980, § 5, 1980; Ord. No. 8-1992, § 1, 1992; Ord. No. 18-2000, § 11, 2000)

17.44.020. - Conditional uses.

Conditional uses in the C1 zone are as follows:

- (1) Parking garages.
- (2) Day care centers.
- (3) Wholesale businesses.
- (4) Drive-in commercial use.
- (5) Light equipment sales and repair.
- (6) Vehicle sales and service.
- (7) Bowling alleys.
- (8) Educational institutions.
- (9) Religious institutions.
- (10) Public and semi-public uses.
- (11) Nursing homes, hospitals.
- (12) Ambulance services.

(13) Single-family and multi-family uses (R1 through R4 subject to all requirements of that particular zone).

(14) Building supplies provided any outdoor storage is screened from view.

(15) Light assembly of prefabricated parts.

(16) Mini-warehouses and storage rental spaces.

(17) Mixed, residential dwelling and commercial uses occurring in the same building.

(18) Light manufacturing.

(19) Kennel, provided that a minimum area of five acres is available for said kennel.

(20) Hotels and motels.

(21) Other such uses as listed and permitted which are not more detrimental, as determined by planning commission and town council.

(Code 1973, § 17.36.020; Ord. No. 18-2000, § 12, 2000)

17.44.030. - Lot sizes and dimensions.

(a) The sizes and dimensions of a lot in a C1 zone shall be as follows:

(1) Minimum lot size: 6,600 square feet.

(2) Minimum lot width: 35 feet street frontage.

(b) No side yard setback shall be required provided the building's side wall is constructed of at least four-hour fire resistance. If building material has less than four-hour fire resistance, a minimum side yard of five feet shall be required.

(Code 1973, § 17.36.030; Ord. No. 15-1973, § III:10:c, 1973)

17.44.040. - Structure height and area.

The structure height and area requirements in a C1 zone are as follows:

(1) Maximum building height: 30 feet.

(2) Maximum area covered by structure: 65 percent of lot.

(Code 1973, § 17.36.040; Ord. No. 15-1973, § III:10:d, 1973)

17.44.050. - Required off-street parking and loading.

For required off-street parking and loading, see chapter 17.84.

(Code 1973, § 17.36.050; Ord. No. 15-1973, § III:10:e, 1973)

17.44.060. - Signs.

Signs in the C1 zone are permitted provided they comply with chapter 17.76.

(Code 1973, § 17.36.060; Ord. No. 15-1973, § III:10:f, 1973; Ord. No. 18-2000, § 13, 2000)

17.44.070. - Sewerage.

Septic tanks may be permitted if all of the following conditions are met:

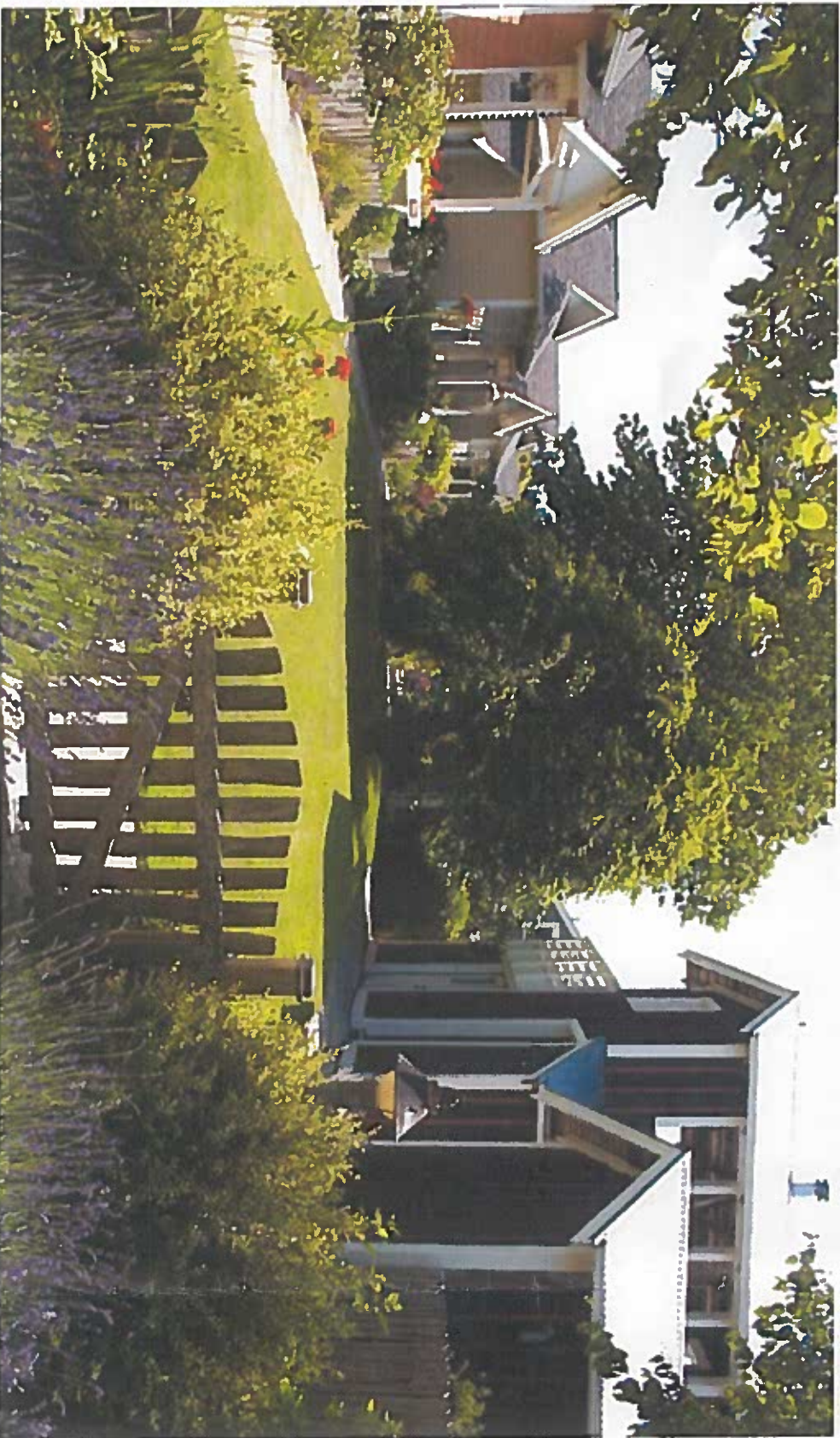
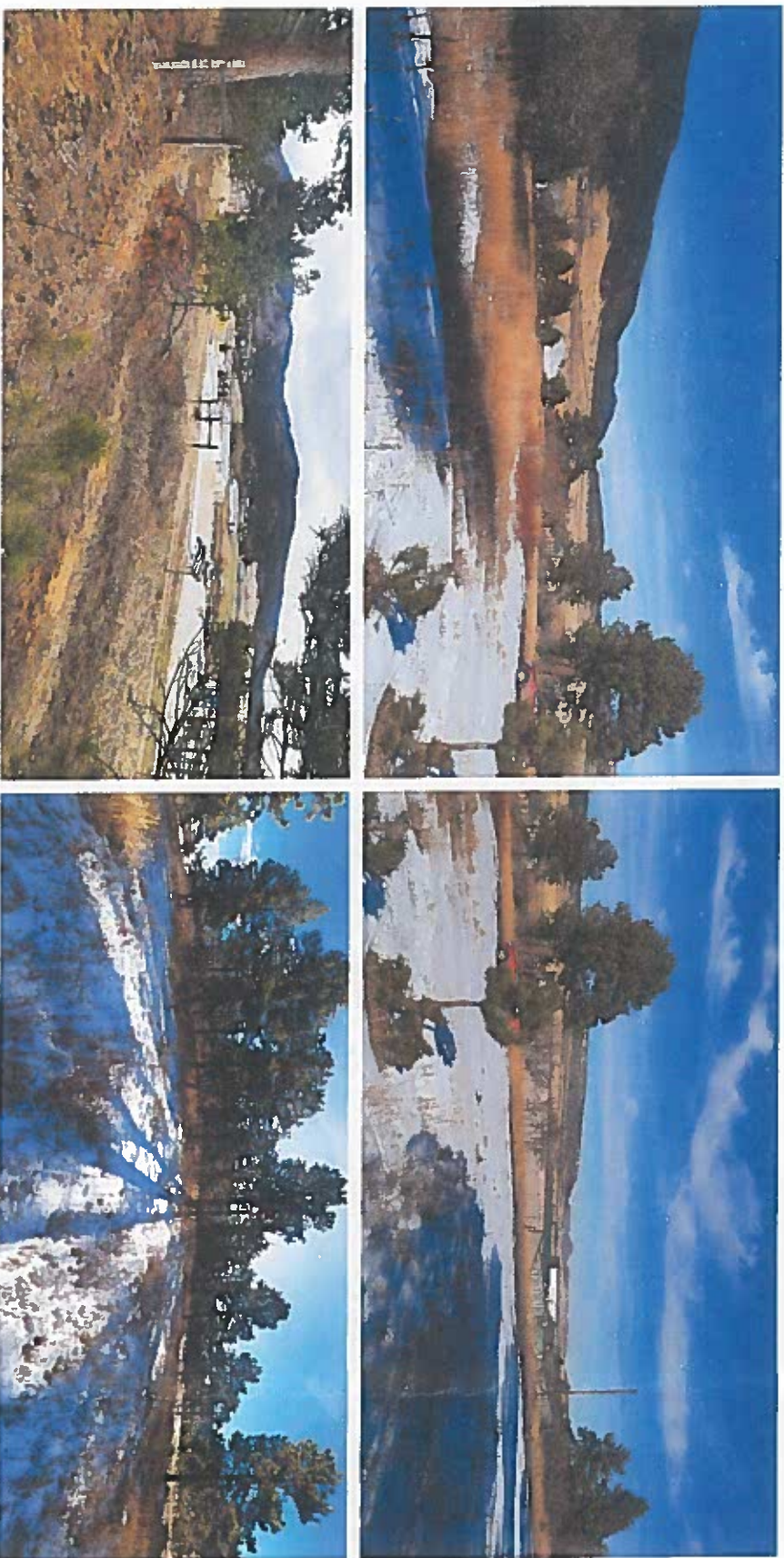
- (1) Inability to tap existing sewer lines.
- (2) Ability to meet current county sewage disposal regulations.
- (3) Compliance with the provisions of chapter 16.48.

(Code 1973, § 17.36.070; Ord. No. 3-1981, § 1, 1981; Ord. No. 14-1987, § 7, 1987)

17.44.080. - Outdoor storage and buffering.

All outdoor storage must be screened from view by landscaping or fences. Landscaping and/or buffering must also be provided between commercial and residential areas.

(Code 1973, § 17.36.080; Ord. No. 18-2000, § 14, 2000)



Albright Tedeschi Pocket Neighborhood



Site plan

Site & Concept

January 9, 2028 ~~4~~ SP0





Existing Property Lines





New Property Lines

5.84 ac

3.86 ac

0.58 ac

2.01 ac

OWNER: TEDESCHI ALBRIGHT
ZONE: R10,000

OWNER: 1ST CONGREGATIONAL CHURCH
ZONE: RA

OWNER: TOPL
ZONE: R10,000

OWNER: TOPL
ZONE: R10,000

OWNER: TOPL
ZONE: R10,000

OWNER: TOPL
ZONE: M1
OWNER: TEDESCHI ALBRIGHT
ZONE: C1

VACATE R.O.W.
FOR TRAIL
DEDICATION

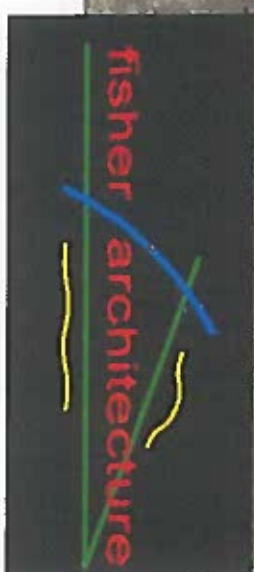
VACATE THIS
R.O.W. & FUTURE
USE OF TOPL
PROPERTY?

OAKDALE DR

BROADWAY ST

SPRUCE AVE

Spruce Ave





PROPOSED PROJECT DEVELOPMENT DATA:

DUPLEXES	3
SINGLE FAMILY	5
TOTAL HOUSING UNITS	11
SITE AREA	3.86 ac
UNITS / AC	2.85 (±15,300sf eq)
PROPOSED COND. USE	R4
R4 SITE REQUIREMENTS	- max 12 units/ac - 15,000 sf min lot - 100 lf min frontage - Setbacks 25' & 7.5' - front back sides STR not allowed 2 Bedrooms max / unit
PROPOSED CONDITIONS	

New Development

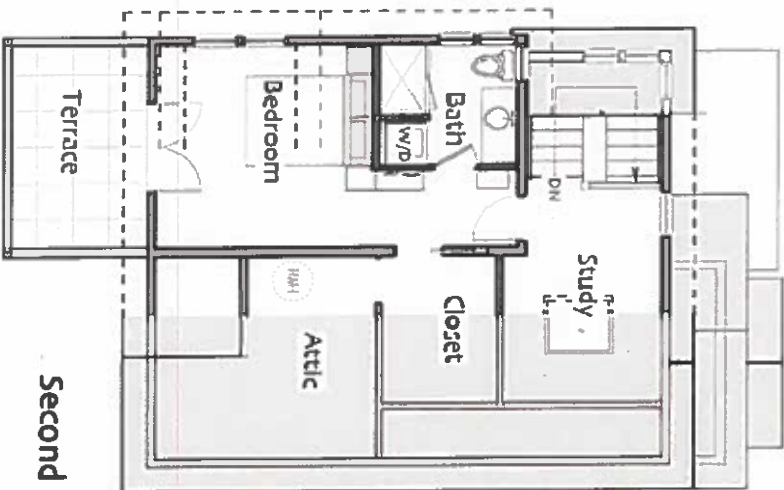
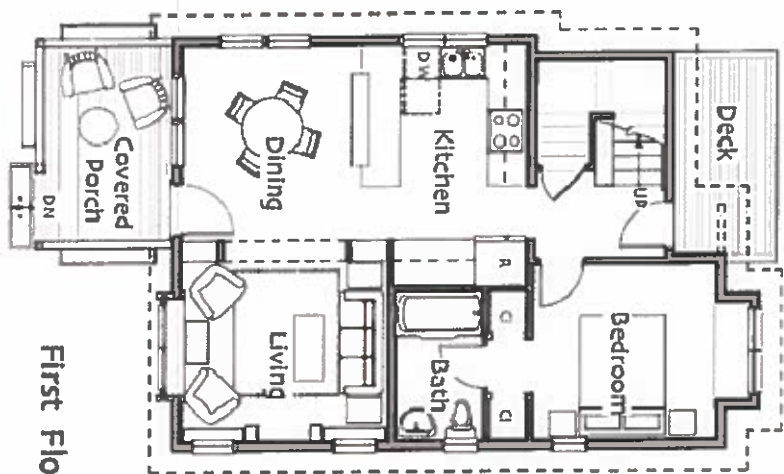
Albright Tedeschi Pocket Neighborhood

January 2028~~84~~ SP4

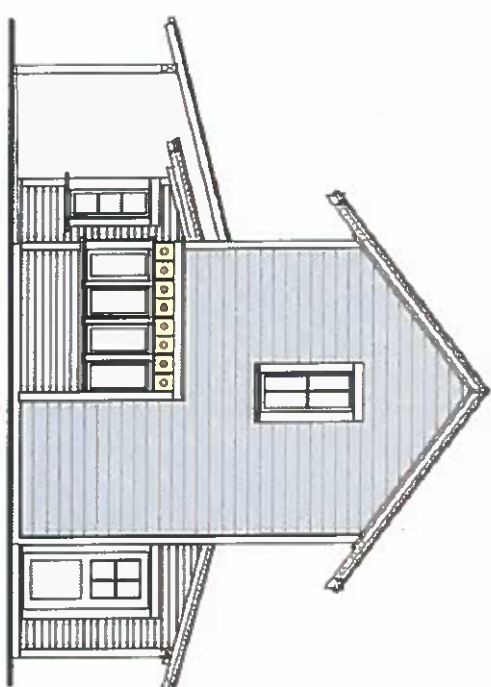
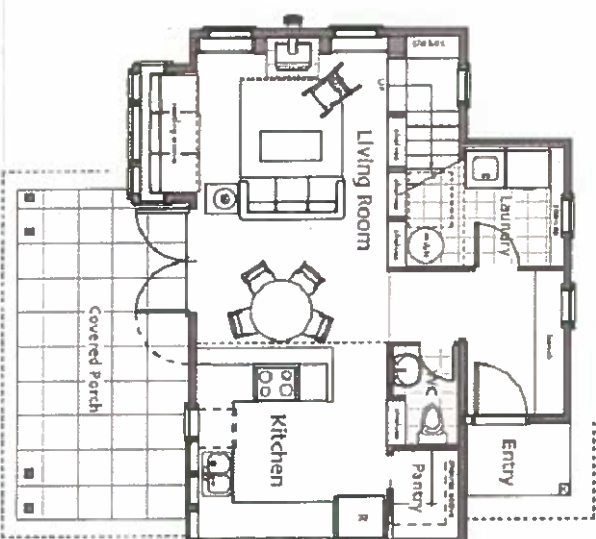




First Floor	
Living Room	12'-0" x 11'-8"
Kitchen	10'-5" x 11'-5"
Dining Room	9'-7" x 11'-5"
Bedroom	10'-8" x 10'-3"
Bathroom	full
Second Floor > 5'	
Bedroom	12'-0" x 11'-4"
Study	8'-10" x 7'-2"
Bath/Laundry	three-quarter
Total Heated Area	
1150 sq ft	
Footprint	
24' x 43'	



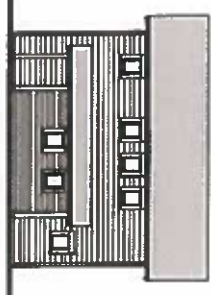
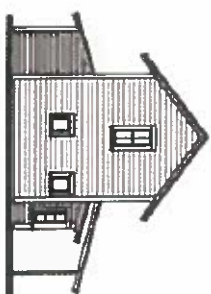
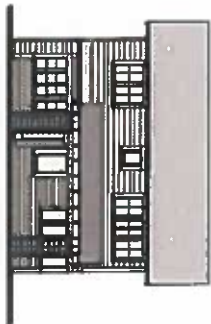
First Floor	
Living/Dining	17'-9" x 11'
Kitchen	11' x 11'-3"
Utility Room	7' x 5'-6"
Bathroom	half
Second Floor	
Bedroom 1	11' x 11'-6"
Bedroom 2	10'-3" x 9'-6"
Bathroom	full
Total Heated Area	
1086 sq ft	
Footprint	
30' x 31'	

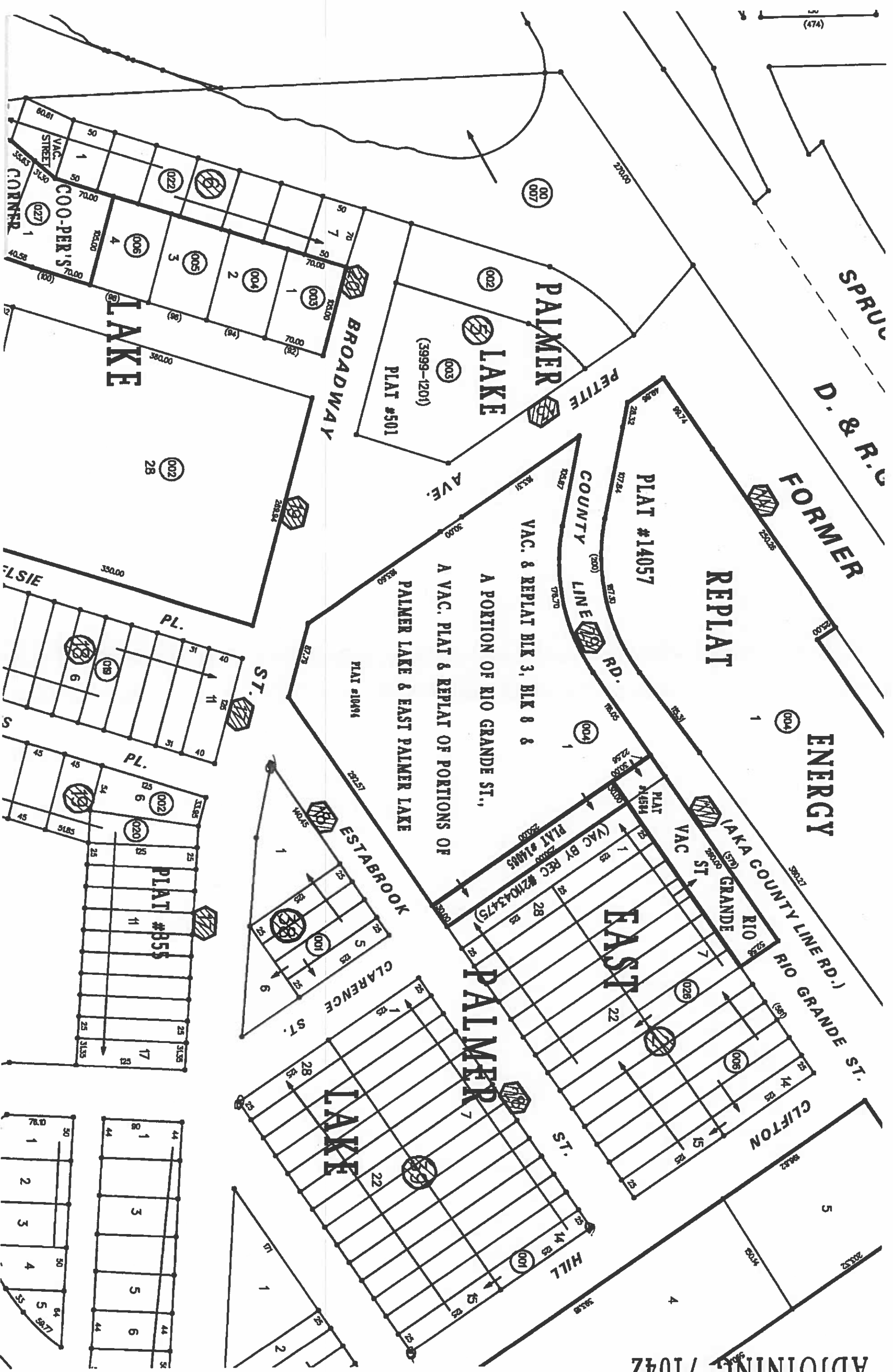


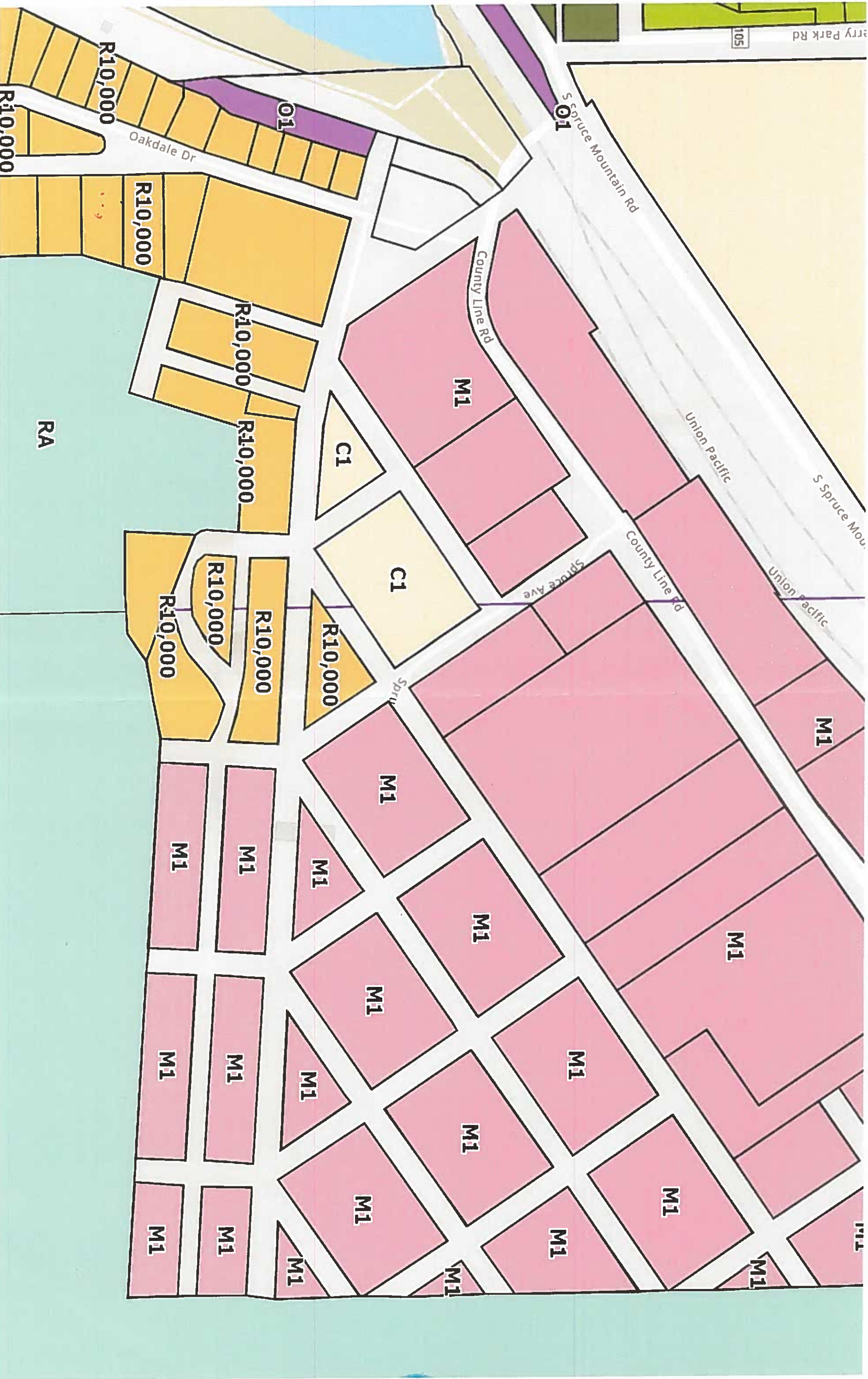
Egret 1150 sf

stock plans by Ross Chapin Architects

Brightside 1086 sf









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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Resolution for Conditional Use Permit for Multi-Family Residential in C1 Zone (Albright/Tedeschi)
Presented by: Town Administrator		

Background

Property owners, Becky Albright and Phil Tedeschi, will speak to the request to develop a portion of their property and the town parcel, upon purchase (as previously accepted offer) with multi-family and single family residential with common space.

The Planning Commission reviewed this application on February 21 and made the following recommendation:

Consider Recommendation on Conditional Use of Multi-Family Use in C1 Zone - Albright/Tedeschi. Commissioner Zapalac inquired about the estimated square footage and Ms. Albright responded approximately 1200 sq ft per unit, two-story, and she explained limitations due to septic systems. Discussion ensued about sale prices, private maintenance, septic regulations, future right of way vacation. Commissioner Caves expressed concern about sharing costs for the roadway development. Commissioner Ihlenfeld expressed concern about single tap for duplex units. Ms. Albright suggested that if the town wants attainable housing options, alternatives for tap fees must be considered. Collins stated the conditional use for multi-family use is before the Commission and that water and roadway development will come at a future step. MOTION (Caves, Miner) to recommend approval of the conditional use for multi-family in a C1 zone. Motion passed 5-0 with 1 abstain (Fisher).

The residential zoning code R4 prohibits septic systems (now referred to as “on-site wastewater treatment systems” or “OWTS”) for multi-family residential developments such as the one being proposed. Thus, the proposed development could not occur unless (1) the Board amended the zoning code to allow shared septic in certain limited circumstances, such as duplexes of a certain maximum size, or (2) the applicant made other arrangements for sewer. However, the sewer district has indicated it cannot serve the property at this time. The Town’s engineer has preliminarily indicated that having two residences served by one OWTS could work from an engineering standpoint, as long as the OWTS is properly designed for the total loading from both residences. The ongoing maintenance and repair of the shared OWTS would need to be addressed in any code change, either through a single ownership requirement or some type of owners’ association. The lot arrangements and sizing may be an issue, but not an issue for the consideration of a conditional use permit for multi and single family.

Recommended Action

Town staff suggests approval contingent on a review of the septic system design of the project and modification of R4 zoning to allow septic for duplex.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 21 - 2024

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN GENERAL BUSINESS AND COMMERCIAL (C1) ZONE LOCATED AT BLOCKS 38 AND 39 EAST PALMER LAKE

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

WHEREAS, Rebecca Albright and Philip Tedeschi (the “Applicant”) plan to purchase Block 38, parcel 7105118001, from the Town and develop with Block 39, parcel 7105128001 (the “Property”); and

WHEREAS, the Applicant, with the authorization of the Town, submitted an application for a conditional use permit for multi-family residential on the Property; and

WHEREAS, the Property is located in the General Business and Commercial (C1) zone district; and

WHEREAS, Section 17.44.020 of the Palmer Lake Town Code authorizes single and multi-family residential as a conditional use in the C1 zone district, as determined by the planning commission and town board; and

WHEREAS, on February 21, 2024, the Palmer Lake Planning Commission considered the application and by a vote of 5-0, with one abstention, recommended that the Board of Trustees approve the conditional use permit; and

WHEREAS, on March 28, 2024, the Palmer Lake Board of trustees considered the application, including the recommendation of the Planning Commission, and public comment and concluded that the conditional use permit should be granted on the conditions set forth below.

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

1. The Board of Trustees has reviewed the application, considered the recommendation of the Planning Commission, and the comments of the public and finds that the proposed use is similar in nature and not more detrimental than other uses allowed as conditional uses in the C1 zone, for single and multi-family residential, contingent on the purchase of the town parcel.
2. Based on its findings the Board approves the conditional use permit subject to the conditions that (1) Block 38 is purchased by the Applicant, and (2) that the Town Code is amended to allow the use of septic (on-site wastewater treatment system or OWTS) for duplexes, as proposed. If no such amendment is approved by August 1, 2024, then this special use permit shall be deemed to be denied.

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

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF MARCH 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Special Event Application for Fishing Derby, Tri Lakes Lions Club (6/1)
Presented by: Town Administrator		

Background

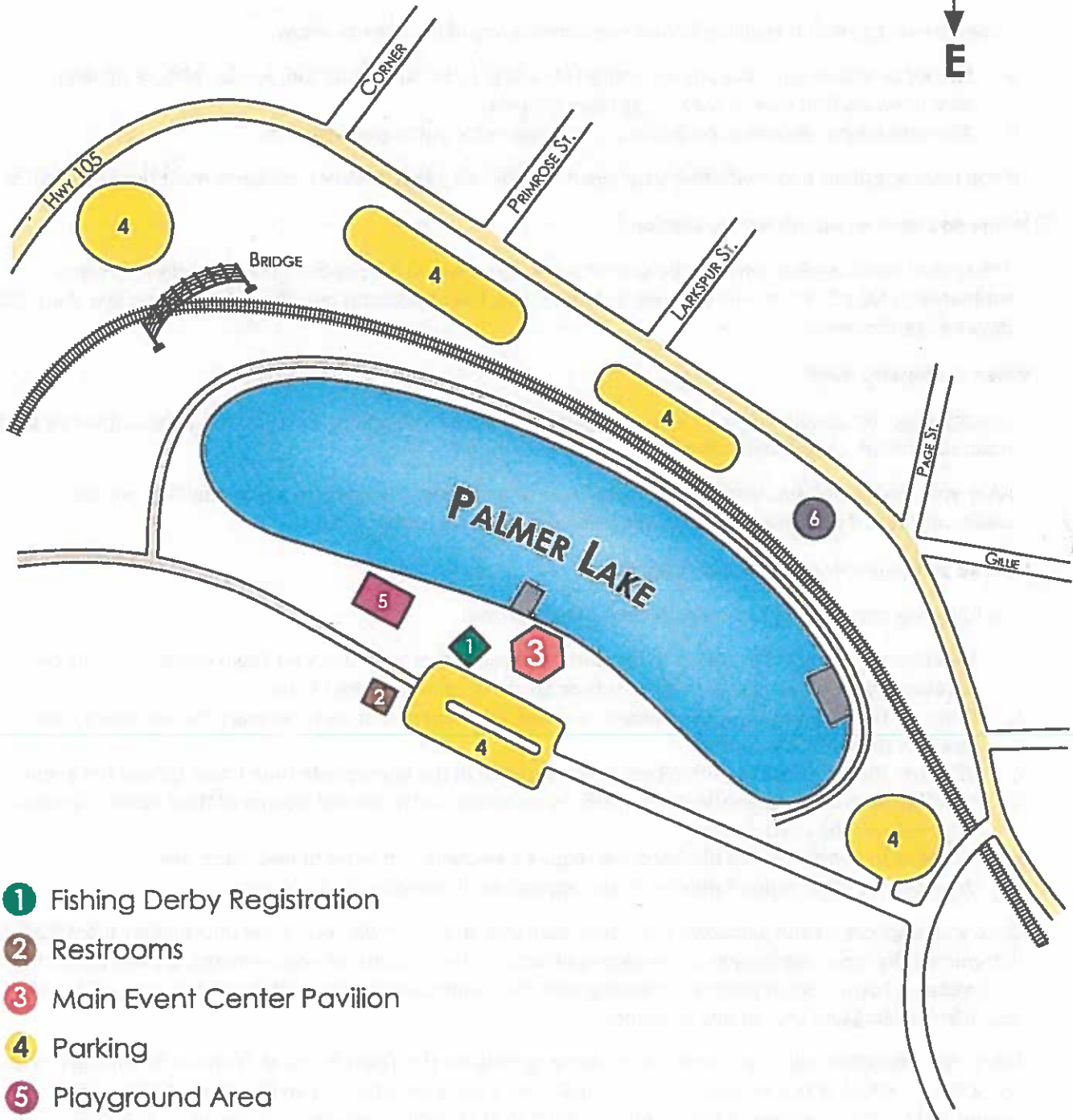
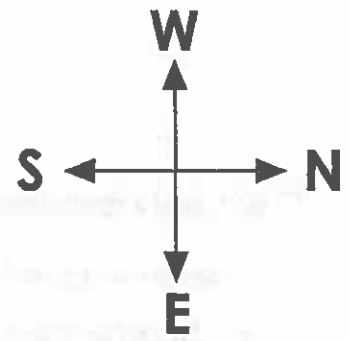
The Lions Club will be hosting the Fishing Derby event at Palmer Lake on June 1. The event set up will begin about 6 am. The event starts at 8a – 11a and clean up is completed by about 1p They will plan on one assigned Officer. They will also utilize the pavilion and have arrangements reserved.

The club is requesting the event fee be waived.

Recommendation

Staff requests approval of the event and waive fees.

TRI-LAKES LIONS CLUB FISHING DERBY MAP



- 1 Fishing Derby Registration
- 2 Restrooms
- 3 Main Event Center Pavilion
- 4 Parking
- 5 Playground Area
- 6 Gazebo

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

RESOLUTION NO. 22 - 2024

A RESOLUTION TO APPROVE A CITIZEN APPOINTMENT TO THE PALMER LAKE PARKS AND TRAILS COMMISSION, PALMER LAKE, COLORADO

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

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to approve the recommendation of appointed officials to the Parks and Trails Commission; and

WHEREAS, at the regular meeting on March 12, 2024, the Parks and Trails Commission recommended approval of a citizen appointment to fill a vacancy.

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

Section 1. The following individual is appointed to fill the 2022-2024 remaining vacancy for the Town of Palmer Lake Parks and Trails Commission:

Two Year term (ending January 2025) – John Tool

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 28th DAY OF MARCH 2024.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

By: _____
Dawn A. Collins, Town Clerk



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Update Regarding Applicant Withdrawal of Ben Lomand Mountain Annexation Petition
Presented by: Town Administrator		

Background

Discussions about this possible annexation began with the former Board of Trustees in 2022 with critical issues from the applicant being discussed by the Board in executive session that were reflected in a draft annexation agreement. No formal Board action was taken at a public meeting approving an agreement. At the applicant's request, the Board did provide a letter of general support for the project and the issues discussed, which was included with the application and referenced in the applicant's correspondence.

As a result of public input and further discussion of the annexation and a possible annexation agreement, the Board of Trustees suggested a few revisions to the draft agreement, in order to protect and further the Town's interests. The applicant declined to consider any of the provisions requested by the Town. On March 1, 2024, the applicant's attorney sent a letter to the Town indicating that if the Town Board did not accept the annexation agreement as originally proposed by the applicant, then the applicant would withdraw its annexation petition. The Board was polled as to whether it wished to conduct a special meeting to consider the applicant's demand, and the Board elected not to do so. In response to an inquiry from the Town, on March 14, 2024, the applicant's attorney provided written confirmation that the annexation petition has been withdrawn.

Since the Board's decision not to hold a special meeting to consider the annexation agreement as proposed by the applicant was accomplished by polling the board electronically, it is recommended that the Board confirm by motion, its decision not to hold a meeting to consider the annexation agreement in the form proposed by the applicant.

As the annexation petition has been withdrawn, there is no other action to be taken by the Board at this time.



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Revisit Bids for Asbestos Abatement
Presented by: Town Administrator		

Background

As previously discussed by the Board to support open space on Elephant Rock property, and previously directed by the Board of Trustees pursuant to approval of Resolution 83-2023, staff completed the asbestos testing of structures on the property in December. The testing provided positive results in seven structures on the Elephant Rock property.

Of three agencies contacted, the following two provided estimates for the abatement to the structures, as follows –

Advanced Remediation Services Inc	\$67,178
Paramount Environmental Services	\$94,570

Recommended Action

Staff recommends the low bid of Advanced Remediation Services for \$67,178 and authorization to proceed with the abatement. Following the abatement, it is anticipated that the Fire personnel will complete the structure training.



Asbestos, Mold, Lead Paint Abatement Specialist
1414 South Wahsatch Ave Colorado Springs, CO 80905
Shawn Renville, President
(719) 540-6550 Office
(719) 540-6553 Fax / (719) 492-0442 Cell

January 27, 2024

PROPOSAL SUBMITTED TO: Jason Dosch

PROJECT LOCATION: Palmer Lake

ASBESTOS REMOVAL

Asbestos Abatement Total: \$ 67,178.00

Asbestos Abatement

- Advanced Remediation Services (ARS) is proposing to do the proper removal of the regulated asbestos removal as identified in the LTS report for the long building and cabins 1-6 utilizing engineering controls as set forth by Colorado Regulation #8. The total square footage of removal is 2442 SF of popcorn texture, 2,400 SF of adhesive behind the wood paneling and 731 SF of 12X 12 tile plus the underlying wood adhesive.
- ARS will comply with Federal, State and local regulatory agency requirements and applicable statutes, policies and regulations.
- The scope covered under this Statement of Work includes furnishing labor, materials, project designs (if applicable), project manager waivers (if applicable) and permitting for the removal of the asbestos containing materials.
- ARS will be responsible for properly disposing of the asbestos waste into an EPA approved landfill.

Job specific requirements:

- Work is based on working during regular business hours. (7:00am to 3:30pm) Monday-Friday.
- The building owner must provide adequate power and water for the duration of the project.

Performance period:

- Once site work has started ARS will continue working in efforts to complete the asbestos removal in a timely manner. Conditions resulting in delay will be documented and discussed with Jason Dosch. The anticipated time frame is approximately 6 working days per cabin.

Proposal Includes:

- ARS, Inc. shall provide Workman's Compensation Insurance, Vehicle Insurance and Contractors Comprehensive General Liability Insurance that includes \$1,000,000 occurrence coverage for asbestos related acts.
- ARS, Inc. will provide the following: certified labor and supervision to properly remove the asbestos, supplies and disposal of generated waste as asbestos containing debris.

Proposal Excludes:

- Costs for bonding are **not** included in this bid but can be included for an additional fee of 3% of total cost.
- Any matters **not** included in this proposal, or changes to proposed removal methods in this proposal.

ADDITIONAL NOTES:

- No additions or other changes to these proposed removal methods or the amount of scope of work will be performed without written authorization by all parties involved.

Payment will be made by client within (30) days after completion of work.

All work will be completed in a workmanlike manner, according to standard practices and applicable laws and regulations. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Client will carry fire, tornado and other necessary insurance. Our workers are covered by Worker's Compensation insurance.

This proposal may be withdrawn by us if not accepted within 30 days.

Advanced Remediation Services, Inc (ARS)

Shawn Renville

Shawn Renville

President

ACCEPTANCE OF PROPOSAL

The above prices, estimates and conditions are satisfactory and are hereby accepted. ARS, Inc. is authorized to do the work as specified. Payment will be made to ARS as outlined above. We understand that non-payment for work performed by ARS will make us liable for the payment to ARS for legal fees and court costs, and other costs as allowed by law that ARS may incur in pursuing collection of payment for the work.

SIGNATURE OF AUTHORIZED CLIENT REPRESENTATIVE:

NAME (Print) _____

TITLE (Print) _____

Date of Acceptance by Authorized Client Representative: _____

TO BE COMPLETED BY CLIENT			
ARS should send invoice to:		ARS should send Certified Payroll Reports to:	
ATTENTION		ATTENTION	
Address		Address	
City, State, ZIP		City, State, ZIP	
Phone #		Phone #	
email		email	

Paramount Environmental Services



Email
ParamountEnvironmentalServices@gmail.com
Web Site
ParamountEnvironmentalServices.com

P.O. Box 31754
Colorado Springs
Colorado 80931

Phone
(719) 233-1020
Fax
719-836-8455

PROPOSAL

February 1, 2024

Attention	Work Location	Project Summary
Jason Dosch Town of Palmer Lake Public Works Supervisor 719-499-3030	290 HWY 105 290 Highway 105, Palmer Lake, CO 80133	The removal of asbestos containing building materials to allow the cabins to be demolished
Paramount Environmental Services proposal cost and specifications are listed below		

The areas needing to be removed have been indicated by the asbestos survey provided by LTS Resources.

The following asbestos containing building materials will be removed to allow the demo permit to be signed by LTS Resources.

Interior:

- In the Long house we will be removing the asbestos containing floor tile approximately 525 SQFT.
- In each of the 6 cabins we will be scraping the asbestos popcorn texture, approximately 6,000 SQFT of removal in total. The sheetrock once scrapped of the asbestos will be left in the cabin.

Exterior:

There are no building materials on the exterior of the property that need to be removed to allow the building to be demolished.

Any non-asbestos trash or building materials needing to be moved out of the way will be left on site. Work areas will be packed out by others prior to the start of the project.

The properties will be inaccessible during the removal period.

The buildings are scheduled for demolition and will be treated that way.

Each cabin needs to be packed out by others prior to the start of our work.

The areas needing to have the asbestos removed is greater than 160 SQFT and The Colorado Department of Public Health and Environment requires a full containment. The full containment will be as follows:

Install critical barriers. All openings between the work area and the clean area will be sealed with one layer of 6-mil polyethylene sheeting.

Paramount Environmental Services



Email
ParamountEnvironmentalServices@gmail.com
Web Site
ParamountEnvironmentalServices.com

P.O. Box 31754
Colorado Springs
Colorado 80931

Phone
(719) 233-1020
Fax
719-836-8455

Establish negative pressure. Negative pressure air filtration unit will be installed. Negative pressure of - 0.020 inches of water at a minimum will be established, monitored and maintained throughout the project.

Construction of the decontamination area. The decontamination unit will consist of three stages. A 3' X 3' clean room, a 3' X 3' shower with adjustable hot and cold water, a 3' X 3' dirty room. Each stage will be separated by staggered polyethylene flaps.

Construction of the waste load out area. The waste load out area will consist of two stages. A 3' X 3' clean room and a 3' X 3' dirty room. Each stage will be separated by staggered polyethylene flaps.

At the conclusion of the abatement action and only with critical barriers still in place an independent Certified Air Monitoring Specialist will first conduct a visual inspection of the area then run aggressive air samples. This will clear the area and allow it to be occupied again.

Water and electricity for the project will be supplied to Paramount Environmental Services at no charge. There will be a minimal of 6- 20 Amp breakers installed next to the buildings.

The Colorado Department of Public Health and Environment may require further sampling and other compliance requirements. If any additional requirements are required, it will be additional charge.

The Colorado Department of Public Health and Environment requires a 10-day permit waiting period. The Permit will be applied for upon receiving a signed contract and water and electricity has been established.

We propose hereby to furnish material, labor, equipment, and disposal required to complete this project in accordance with the above specifications for the cost:

The undersigned Customer, being the building owner or owner's representative authorizes Paramount Environmental Services to perform any and all necessary cleaning and abatement services on Customer's property located at the property address above.

Customer authorizes their Insurance Company, to pay Paramount Environmental Services solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Paramount Environmental Services immediately upon receipt of the check. In order to expedite payment to Paramount Environmental Services, Customer hereby appoints Paramount Environmental Services as attorney-in-fact, authorizing Paramount Environmental Services to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for work performed by Paramount Environmental Services.

If applicable Customer agrees to pay Customer's deductible in full that applies to this claim prior to the commencement of any work. If any amounts owing to Paramount Environmental Services are not covered by insurance, Customer agrees to pay those amounts to Paramount Environmental Services within fifteen (15) days of Customer's receipt of invoice.

It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month on accounts over thirty

Paramount Environmental Services



Email
ParamountEnvironmentalServices@gmail.com
Web Site
ParamountEnvironmentalServices.com

P.O. Box 31754
Colorado Springs
Colorado 80931

Phone
(719) 233-1020
Fax
719-836-8455

(30) days past due. Time is of the essence. Customer agrees that Paramount Environmental Services is working for the Customer and not Customer's insurance company or any agent/adjuster.

If Customer uses a credit card to pay for all or any portion due to Paramount Environmental Services customer understands and agrees that there will be an additional charge of 3.5% for credit card merchant fee added to the amount of the credit card transaction.

Should Paramount Environmental Services bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Paramount Environmental Services shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Customer. Consent is hereby given for filing of mechanic's liens by Paramount Environmental Services for the work described in this contract on the property on which the work is performed if Paramount Environmental Services is not paid.

This proposal shall remain valid for 30 days. Payment is due upon completion of the project. All work will be done using state-of-the-art technologies and in strict compliance with current best practices and regulations. Any changes from above specifications will be done only upon written contract and will become an extra charge over and above this proposal.

Paramount Environmental Services

Signature Randy Clark

ACCEPTANCE OF PROPOSAL: I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS, CONDITIONS OF SERVICE AND PRICE ARE ACCEPTED AND I AUTHORIZE PARAMOUNT ENVIRONMENTAL SERVICES TO THE WORK OUTLINED ABOVE.

Signature: _____ Date: _____

Ninety-Four Thousand Five Hundred and Seventy Dollars and Zero Cents.

\$94,570.00

This proposal shall remain valid for 30 days. Payment is due upon completion of the project. All work will be done using state-of-the-art technologies and in strict compliance with current best practices and regulations. Any changes from above specifications will be done only upon written contract and will become an extra charge over and above this proposal.

Paramount Environmental Services

Signature *Randy Clark*

ACCEPTANCE OF PROPOSAL – The outline specified above including conditions and price are accepted and I authorize Paramount Environmental Services to the work outlined above.

Signature: _____ Date: _____



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Consider Revised Addendum No 1 of Lease Agreement
Presented by: Town Administrator		

Background

Following the approval of the Addendum to the lease agreement, the Willans suggested amending the language, as referenced in the redline version of the addendum. This was approved under Resolution 18-2024, and enclosed is slightly amended language.

Recommendation

Staff requests approval of the revised Addendum No 1, as presented.

**ADDENDUM NO. 1 TO
LEASE AGREEMENT WITH ECOSPA LLC**

This Addendum No. 1 to Lease Agreement with EcoSpa, LLC, ("Addendum No. 1") is made this 22nd day of February, 2024, by and between EcoSpa LLC, a Colorado limited liability company ("EcoSpa") and the Town of Palmer Lake, Colorado ("Town"), collectively "the Parties".

WHEREAS, the Parties previously entered into a Lease Agreement ("the Lease Agreement") dated September 29, 2023 leasing certain real property owned by the Town ("the Property") to EcoSpa; and

WHEREAS, part of the Property leased to EcoSpa includes what is referred to by the Parties as "the annex building" aka the gymnasium; and

WHEREAS, the Parties desire to amend the Lease Agreement to reflect an additional payment agreed to by EcoSpa and the Town for a portion of the revenue generated from renting the annex building, as set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE LEASE AGREEMENT AND THIS ADDENDUM NO. 1, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.3 of the Lease Agreement is amended by adding the following language as subpart c.:

"c. an amount equal to 8% of ~~all funds-net profit~~ received by EcoSpa for rental of the annex building. EcoSpa shall account to the Town for the rental fees collected each calendar month and remit the rental fees accrued within ten (10) days of the last day of the month."

2. Subparts c. and d. of Section 1.3 of the Lease Agreement shall be re-lettered as "d." and "e." respectively.
3. Except as specifically altered by this Addendum No. 1, all other provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ECOSPA LLC, COLORADO

By: _____
Owner

By: _____
Owner

TOWN OF PALMER LAKE, COLORADO

By: _____
Mayor Glant Havenar

Attest: _____
Town Administrator/Clerk



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Consider Transfer of Greeley Tap
Presented by: Town Administrator		

Background

Pursuant to the town code, a water tap cannot be transferred. In 2021, multiple taps previously purchased were assigned to property addresses and going forward, water taps are purchased at the time of a land use application for new construction.

There were four taps paid for by Mr. Cressman and Ms McDonald and assigned to addresses 91, 93, 95, 97 Greeley, a PUD zoned property for four single family units. The property was recently sold with three taps.

Ms McDonald will be present to request the transfer of one tap to the property abutting her residence.

Recommendation

Staff does not have authority to transfer a water tap; thus, the Board should consider this and provide direction to staff.



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Consider Allowing A Business Sign on Town Property
Presented by: Town Administrator		

Background

Per the Planning Commission discussion and direction relating to a deviation for a directional sign off premises, note the minutes from the February and March meeting –

2/21/2024:

Request for a Sign Deviation - Alpine Essentials. Ms. Brenda Quinones of Alpine Essentials handed out a packet to members. Background was provided about the difficulty to find and see the location from Hwy 105. A deviation from the sign code is requested to place an approximate 4x5 ft directional sign on a few locations - town right of way either prior to approaching Circle roadway, the town right of way in front of Fletchers, or the opposite side of Hwy 105 on private property. Commissioner Miner offered feedback on the colors to contrast and align with their current signs. It was agreed that directional signage is needed and should come back to the Commission with a final design. Discussion took place about way finding signs. MOTION (Fisher, Zapalac) for long term consideration of a way finding sign system and, in the short term, allow one two-sided directional sign, versus advertising, with a design coming back for review and the Board of Trustees determine the location on town right of way. Motion passed 6-0.

3/20/2024:

Revised Directional Sign for Alpine Essentials. Ms Brenda Woodward described the deviation for a directional sign within the 4x6 ft size. Discussion took place about the 2-sided design, size and placement of the sign. The deviation is that the sign is off premises. The size allowed for directional is 6 sq ft. Discussion ensued about the Board allowing use of town property. MOTION (Hutson, Bruce) to approve the deviation of a directional sign off premises contingent on Board approval of the sign location. Motion passed 6-0.

The request from the business owner, Alpine Essentials, is to place one directional sign on Town property along Hwy 105 pointing to roadway to turn to their business, located one street off the Hwy.

Recommendation

No other signs, other than temporary special events, are allowed on town property. Legal has concerns about setting this precedent.



////// TOPL Land

X Proposed Sign Location (2 sided)

X If appeal and could have 2-sided signs this would be our 2nd requested location.

Alpine Essentials

Item 24.



Dispensary
Next Right

100

Alpine Essentials

Item 24.



101

*Dispensary
Turn Around*

Alpine Essentials

Item 24.



Dispensary
Next Left

102

From: Michael D. Miller
8 Maryland Avenue, Apt 1A
Annapolis, MD 21401

Date: March 21st, 2024

Item 25.

Subject: Request Permission to Drill a Well

To: Town of Palmer Lake

Dear Mayor Havenar and Board of Trustees,

I am writing to request permission to drill a well on a 5-acre parcel (7109000032) in the Town of Palmer Lake.

According to the DNR, the water in the Dawson Aquifer under my property is claimed by the Town of Palmer Lake. This 5-acre parcel was created before May 8th, 1972 as evidenced by the attached Deed dated December 18th, 1968.

I am requesting the town of Palmer Lake grant me permission to drill a well and draw up to 2.55 Acre Feet per year in order for the DNR to issue a well permit for the following:

- Single Family 4 Bedroom House = .30 Acre Feet / Year
 - 1 Acre Lawn & Garden irrigation = 2.20 Acre Feet / Year
 - 4 Domestic Animals = .05 Acre Feet / Year
- Up to a Total = 2.55 Acre Feet / Year

It is my intent to build an estimated 3000 SF post and beam home starting this summer. The home is being designed by Woodhouse, and our local builder will be working with Palmer Lake and Pikes Peak Regional Building Department to process the land use and building permits.

Under the R1 land conditional use code, it is also my intent to build a private horse stable. I am also interested in building an accessory dwelling if the town of Palmer Lake amends their land use code to allow one in the future.

I understand that it is typical for a property owner to submit a land use application prior to getting a well permit. However, in my particular case, it is critical to get the well permit application accomplished first in order to determine if it is worth investing in the house and barn designs that are currently in the conceptual stage.

Thank you for your consideration,

Very Respectfully,

Mike

Michael D. Miller
M 703-400-3954

Attachments:

El Paso Tax Record

M. D. Miller Deed Jan 30, 2024

W & B Flugstad Deed Dec 27, 1968

EL PASO COUNTY - COLORADO

7109000032
09-11-67

Total Market Value
\$189,850

OVERVIEW

Owner:	D&B MILLER FAMILY TRUST, C/O ALLEN MILLER, BEVERLEY MILLER
Mailing Address:	PO BOX 567 PALMER LAKE CO, 80133-0567
Location:	09-11-67
Tax Status:	Taxable
Zoning:	R1
Plat No:	-
Legal Description:	TRACT IN SW4NW4 SEC 9-11-67 AS FOLS, COM AT NE COR OF SD SW4NW4, TH WLY ALG N LN OF SD SW4NW4 778.47 FT, TH ANG L 88<43'10" SLY 501.00 FT FOR POB, TH CONT ON LAST MENT COURSE 407.96 FT, ANG L 87<19'17" SELY 532.04 FT, ANG L 92<09'23" NLY 407.94 FT, TH ANG L 87<50'37" NWLY 535.76 FT TO POB

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$189,850	\$52,970
Improvement	\$0	\$0
Total	\$189,850	\$52,970

No buildings to show.

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT LAND, 5.0 TO 9.99	27.900	5 Acres	\$189,850

SALES HISTORY

	Sale Date	Sale Price	Sale Type	Reception
+	05/30/2017	\$0	-	217061801
+	12/17/2012	\$0	-	212150146
	10/26/1993	\$54,900	Arms-Length Sale	-

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: PEF Levy Year: 2023 Mill Levy: 68.991

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.862	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
TOWN OF PALMER LAKE	21.238	DAWN A COLLINS	(719)481-2953
EPC-PALMER LAKE ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
LEWIS-PALMER SCHOOL DISTRICT #38	37.500	BRETT RIDGWAY	(719)488-4705
PIKES PEAK LIBRARY DISTRICT	3.061	RANDALL A GREEN	(719)531-6333



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



RETURN RECORDED DOCUMENT TO:
Michael D. Miller
8 Maryland Avenue, Apt. 1A, Annapolis, MD 21401

Document Fee: \$20.30

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, dated 30th day of January, 2024, is made between **D&B Miller Family Trust** ("Grantor"), of the County of El Paso and the State of Colorado.

AND

Michael D. Miller ("Grantee"), of the County of Anne Arundel and the State of Maryland, whose legal address is 8 Maryland Avenue, Apt. 1A, Annapolis, MD 21401.

WITNESS, that the Grantor(s), for and in consideration of TWO HUNDRED THREE THOUSAND AND 00/100 DOLLARS (\$203,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, **IN SEVERALTY** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **El Paso** and State of Colorado, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT A

ALSO KNOWN AS: **TBD Forest View Road, Palmer Lake, CO 80133**

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, warrants title to the same, subject to the Statutory Exceptions

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

D & B Miller Family Trust

by: Allen D. Miller
Allen D. Miller, Trustee

by: Beverley B. Miller
Beverley B. Miller, Trustee

State of : Colorado

County Of El Paso

}
}
} ss.

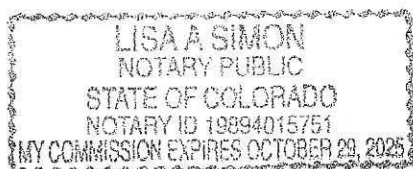
The foregoing instrument was subscribed, sworn to, and acknowledged before me this January 30th, 2024, by **Allen D. Miller and Beverley B. Miller, Trustees of the D&B Miller Family Trust**

My Commission expires: 10/28/25

Witness my hand and official seal.

[Signature]
Notary Public

****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**



RETURN RECORDED DOCUMENT TO:

Michael D. Miller
8 Maryland Avenue, Apt. 1A, Annapolis, MD 21401

Document Fee: \$20.30

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AND

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FOR LEGAL DESCRIPTION SEE EXHIBIT A

ALSO KNOWN AS: TBD Forest View Road, Palmer Lake, CO 80133

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or in equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns or the Grantor, warrants title to the same, subject to the Statutory Exceptions

EXECUTED AND DELIVERED by Grantor on the date first set forth above.

D & B Miller Family Trust

by: Allen D. Miller
Allen D. Miller, Trustee

by: Beverley B. Miller
Beverley B. Miller, Trustee

State of : Colorado

County Of El Paso

}
}
} ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this January 30th, 2024, by Allen D. Miller and Beverley B. Miller, Trustees of the D&B Miller Family Trust

My Commission expires: 10/28/25

Witness my hand and official seal.

[Signature]
Notary Public

**If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)

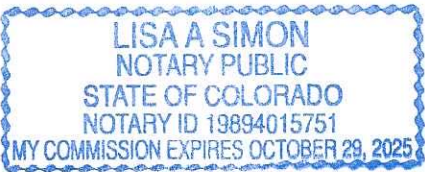


Exhibit 'A'

A tract of land located in a portion of the SW 1/4 of the NW 1/4 of Section 9, Township 11 South, Range 67 West of the 6th P.M., in the Town of Palmer Lake, El Paso County, Colorado, more particularly described as follows: Beginning at the Northeast corner of said SW 1/4 of the NW 1/4 of Section 9; Thence in a Westerly direction along the North line of said SW 1/4 NW 1/4 a distance of 778.47 feet; Thence angle left 88 degrees 43 minutes 10 seconds in a Southerly direction 501.00 feet for the True Point of Beginning of Tract to be hereby described; Thence continue on last mentioned course, a distance of 407.96 feet; Thence angle left 87 degrees 19 minutes 17 seconds in Southeasterly direction 532.04 feet; Thence angle left 92 degrees 09 minutes 23 seconds in a Northerly direction 407.94 feet; Thence angle left 87 degrees 50 minutes 37 seconds in a Northwesterly direction 535.76 feet to the True Point of Beginning of said tract, TOGETHER WITH a non-exclusive easement for ingress and egress as described and defined in Grant of Easement recorded in Book 5225 at Page 476, County of El Paso, State of Colorado.

DEC 27 1968

Filed for record the _____ day of _____, A. D. 19____, at _____ o'clock _____ M. BOOK 2269 PAGE 947
Reception No. 642144 HARRIET BEALS RECORDER

This Deed, Made this 18th day of December in the year of our Lord
one thousand nine hundred and sixty-eight between
Wayne H. Flugstad and Beverly J. Flugstad
of the County of El Paso and State of Colorado, of the first part, and
Frank P. and Treva L. Klotz
of the County of El Paso and State of Colorado, of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
Six Thousand and no/100 _____ DOLLARS,
to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is
herby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in
joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following
described lot or parcel of land, situate, lying and being in the County of El Paso and State
of Colorado, to-wit:

A tract of land located in a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Section 9, Township 11 South, Range 67 West of the 6th P. M., in
the Town of Palmer Lake, El Paso County, Colorado being more
particularly described as follows: Beginning at the Northeast
corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, thence in a Westerly direction
along the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 778.47 feet; thence
angle left 88° 43' 10" in a Southerly direction 501.00 feet for the
true point of beginning of tract to be hereby described; thence continue
on last mentioned course a distance of 407.96 feet; thence angle left
87° 19' 17" in a Southeasterly direction 532.01 feet; thence angle
left 92° 09' 23" in a Northerly direction 407.94 feet; thence angle
left 87° 50' 37" in a Northwesterly direction 535.76 feet to the true
point of beginning of said tract. This tract of land contains an area
of 5.00 acres.

DEC 27 1968

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise apper-
taining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the
estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or
equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

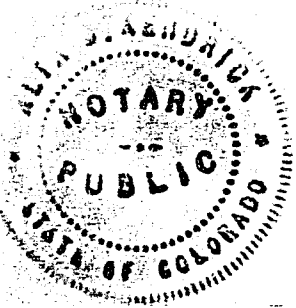
To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said
parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever.
And the said parties of the first part, for them selves heirs, executors, and administrators, do
covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns
and the heirs and assigns of such survivor, that at the time of the en sealing and delivery of these presents,
well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance,
in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey
the same in manner and form aforesaid, and that the same are free and clear from all former and other grants,
bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever,

except 1968 taxes due and payable in 1969 which seller
agrees to pay
and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the
survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons
lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will
WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hand s
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Wayne H. Flugstad
Beverly J. Flugstad
Seal
Seal
Seal



STATE OF COLORADO,
County of El Paso } ss. The foregoing instrument was acknowl-
edged before me this 18th day of December, 1968
by Wayne H. Flugstad and
Beverly J. Flugstad
Witness my hand and official seal. June 6 1972
My commission expires
Leta B. Kendrick
Notary Public
*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Resolution to Authorize Mutual Aid Agreement with Colorado Rangers
Presented by: Town Administrator		

Background

This request is an effort of PLPD to fill the gaps, be it for special events and/or necessary coverage for law enforcement. The Colorado Ranges have a mutual aid agreement, scheduled response, that will provide the town 18 shifts for \$6000. This is a positive partnership that the Town will benefit from and continue for years to come.

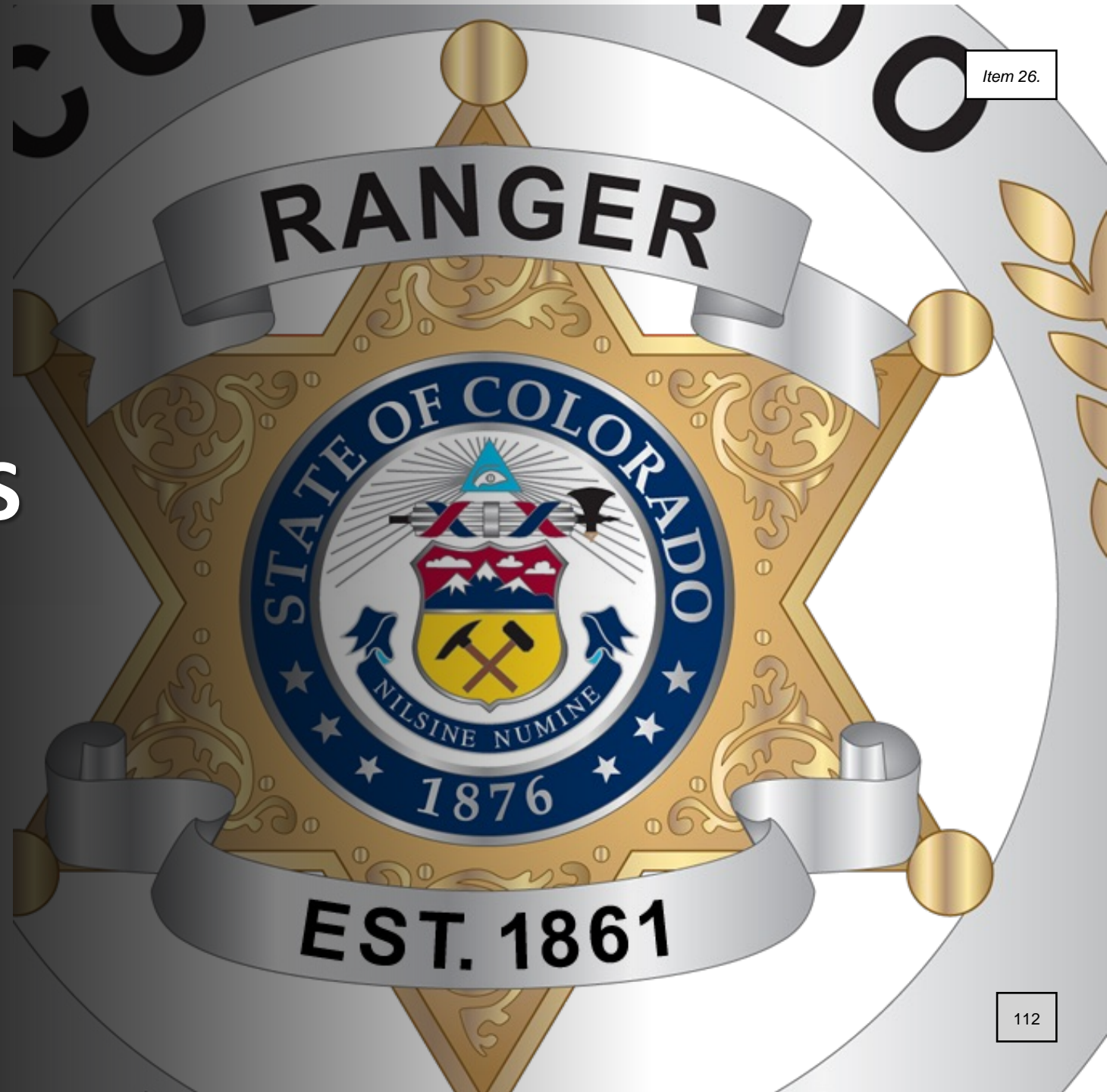
Enclosed is the MAA and a proposal of services provided by Colorado Rangers.

Recommendation

Staff requests that the Board authorize PLPD to sign the mutual aid agreement with the Rangers for assistance.

COLORADO RANGERS

"The only statewide law enforcement reserve."



Manpower when you need it most...

Item 26.

Disaster, Urgent & Scheduled Response Plans.

- 50 – 75 POST Certified Officers on Staff
- Body Worn Cameras
- Fully Insured by CIRSA
- Citizen Contact Reporting
- Internally Supervised
- Autonomous Deployment
- Access to Statewide DTRS Radio System

The help you need, when you need help the most.

Disaster Response Plan



\$2,500/year retainer



10 shifts included in the initial response to a declared disaster



Additional shifts billed at \$65/hour.



Mutual Aid Agreement is pre-executed



All radio talk groups are pre-programmed



Includes deployment of a dedicated incident OEM representative



Participation in disaster response drills and training is included.
Does not cover pre-planned events like festivals, parades or other similar duties

Urgent Response Plan

- ¥ \$3,500/year retainer
- ✓ 14 shifts included in the initial response
- 👤 Additional shifts billed at \$350/shift, maximum of 10 hours
- 🤝 Mutual Aid Agreement is Pre-Executed
- 📻 All radio talk groups are pre-programmed
- 👤 Covers declared disasters as well as urgent responses like guarding a prisoner in the hospital, crime scene security or local/isolated emergency events
- ⚠ Includes Disaster and Urgent responses. Does not cover pre-planned events like festivals, parades or other similar duties

A Colorado Ranger patch featuring the text "COLORADO" at the top, "RANGERS" in the middle, and "1861" at the bottom. The patch also includes a mountain, a river, and an American flag.

Scheduled Response Plan

Item 26.



\$6,000/year retainer



18 shifts included for the calendar year



Additional shifts billed at \$300/shift, maximum of 10 hours



Mutual Aid Agreement is Pre-Executed



All radio talk groups are pre-programmed



Covers all Emergency and Urgent responses, plus any pre-planned events or any requests for additional LE staffing



Typically covers scheduled public events like concerts, parades, etc., but can be used for any duty appropriate for Law Enforcement



Special Services



Negotiated Rates



Large events or special ongoing support



Additional shift rates negotiated based on need and availability



Mutual Aid Agreement is pre-executed



Additional support to include agencies CAD requirements, etc.



Specifically for agencies that require more staffing support and for agencies replacing existing Reserve Programs with CLER.



Can be used for any duty appropriate for Law Enforcement

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 23 - 2024

**A RESOLUTION AUTHORIZING PALMER LAKE POLICE DEPARTMENT TO
ENTER A MUTUAL AID AGREEMENT WITH COLORADO RANGERS**

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, Colorado Rangers Law Enforcement Shared Reserve (the “Colorado Rangers”) is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training (“POST”);

WHEREAS, the Town of Palmer Lake Police Department seeks assistance from the Colorado Rangers for law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested; and

WHEREAS, the enclosed Mutual Aid Agreement (MAA) provides responsibilities and procedures for services to the Palmer Lake Police Department.

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

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

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF
TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF MARCH 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”) is entered into as of the 22TH day of March 2024 (the “Effective Date”), by and between **Palmer Lake PD** (the “Requestor”) and the Colorado Rangers Law Enforcement Shared Reserve, an intergovernmental authority and political subdivision of the state of Colorado (the “Colorado Rangers”) (each individually a “Party” and together the “Parties”).

WHEREAS, the Colorado Rangers is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training (“POST”) board pursuant to C.R.S. 16-2.5-102;

WHEREAS, it is in the best interest of the Requestor that it may have service of and from the Colorado Rangers to assist it in augmentation of its law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested;

WHEREAS, the Parties wish to define and clarify the roles and responsibilities of the Colorado Rangers when providing such aid as defined in this Agreement;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104; and

WHEREAS, establishment of an Agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Requestor.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the signatory parties as follows:

1. Status & Purpose of the Colorado Rangers. The Colorado Rangers is a political subdivision and a public corporation of the State of Colorado established pursuant to C.R.S. 29-1-203 and for purposes of this Agreement is deemed a volunteer organization as defined by C.R.S. 24-33.5-802(11). The Colorado Rangers provide assistance to law enforcement agencies throughout the state of Colorado pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104 acting in an augmentation capacity by providing volunteer, unpaid, uniformed, POST certified sworn personnel and associated resources necessary for any lawful purpose as required by the Requestor and as agreed to by the Colorado Rangers as well as assistance in regional emergencies and disasters.

2. Types of Aid. For purposes of this Agreement, the law enforcement aid provided by the Colorado Rangers is categorized as follows:

- a. Emergency Aid. Aid requested by the Requestor pursuant to C.R.S. 29-5-104 and C.R.S. 24-33.5-822 in response to an emergency situation within its jurisdiction (“Emergency Aid”). For purposes of this Agreement, the Parties agree Emergency Aid means the provision of assistance in response to large-scale or unusual threats or disasters that pose an immediate and credible risk of injury, death, or significant loss of property.

- b. Non-Emergency Aid. The Requestor may request assistance from the Colorado Rangers in response to needs for back-up or support officers that exceeds the Requestor's capacity or to provide any other law enforcement function that does not fall within the scope of Emergency Aid ("Non-Emergency Aid").

3. Officer Response. Colorado Rangers personnel responding to an approved request for aid shall report to the designated law enforcement supervisor of the Requestor. The Requestor agrees that it shall make a law enforcement supervisor available to assume direct supervision or express direction over Colorado Rangers personnel provided pursuant to this Agreement. For purposes of this Agreement, direct supervision and express direction mean:

- a. "Direct supervision" means an assignment given by a fully POST certified peace officer, which assignment is carried out in the personal presence of, or in direct radio or telephone contact with, and under the immediate control of, the fully POST certified peace officer.
- b. "Express direction" means a defined, task-specific assignment given by a fully POST certified peace officer. The fully POST certified peace officer need not be present while the Colorado Ranger personnel carries out the assignment.

4. Supervision. Upon responding to the Requestor as required by Section 3 of this Agreement, Colorado Rangers personnel are deemed to be under the direct supervision or express direction of the Requestor. The Requestor agrees that it shall assume control over and responsibility for Colorado Rangers personnel, except as provided elsewhere in this Agreement, when it requests and receives either Emergency Aid or Non-Emergency Aid.

5. Requests and Approvals: The Colorado Rangers may provide the Requestor with POST certified sworn peace officers and/or associated resources necessary to fulfill any approved request for aid under Section 5. The Requestor understands and agrees that there is no obligation whatsoever by the Colorado Rangers to provide any resources to Requestor under this Agreement.

- a. Emergency Aid. A request for Emergency Aid shall be made by the Chief/Sheriff or his/her designee of the Requestor to the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers approves the request, which shall be in his or her sole discretion, he or she shall provide resources to the Requestor to the extent he or she deems such resources are appropriate and available. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers is not immediately available to consider the Emergency Aid request, such request can be made to the Troop Commander of the Troop in whose area of responsibility the Requestor is geographically located. The Troop Commander receiving the request shall assess the request and, if approved and appropriate, provide available resources. The Troop Commander shall contact the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers as soon as possible to seek final approval of the Emergency Aid. If final approval is not granted, any resources dispatched

shall be immediately recalled. The current names, rank, phone number, email, and other contact information of each Troop Commander is set forth on Exhibit A, attached hereto which shall be updated periodically.

- b. Non-Emergency Aid. The Requestor shall provide the Troop Commander of the Troop of whose area of responsibility is geographically located, a reasonable amount of time to acquire any approvals, schedule and secure resources necessary to provide the Non-Emergency Aid to the extent approved and available by the Colorado Rangers. The Requestor acknowledges and agrees the provision of Non-Emergency Aid resources is at the sole discretion and availability of the Colorado Rangers.
- c. Talk Group Authorization. The Requestor agrees to provide or cause to be provided the necessary authorizations for the Colorado Rangers to utilize the talk groups within its jurisdiction.

6. Law Enforcement Authority of Colorado Rangers Personnel. The Requestor agrees that while on-duty in its jurisdiction that each POST certified Colorado Ranger shall have the authority granted by C.R.S. 16-2.5-101(1) and C.R.S. 16-2.5-110(1)(b). At the sole discretion of the Requestor, any Colorado Ranger who is a fully POST certified peace officer may be granted full peace officer status while on-duty in the Requestor's jurisdiction.

7. Costs; Reimbursements.

- a. The Requestor agrees to reasonably pursue third-party reimbursement for costs and expenses associated with each Emergency Aid incident occurring within its jurisdiction for which such reimbursement may be available. The Requestor agrees that upon receipt of the funds to share those funds with the Colorado Rangers in a fair and equitable manner based on the Colorado Rangers' documented time & expenses associated with the incident.
- b. For Non-Emergency Aid, The Requestor agrees to pay an annual fee, as determined by the Colorado Rangers, for access to Colorado Ranger resources. Payment of the annual fee does not guarantee that resources shall be provided to Requestor, but just that Requestor shall have access to said resources if approved and available. The Colorado Rangers shall publish the fee schedule on an annual basis (Exhibit B). Fees in excess of the annual fee may be charged to Requestor for time & expenses in excess of reasonable shifts or hours.

8. Reports and Record Keeping. If requested by the Requestor, Colorado Rangers personnel providing aid pursuant to this Agreement shall generate a supplemental report or other document in association with his or her activity and provide a copy to the Requestor, consistent with the policies and procedures of the Colorado Rangers. It shall remain the responsibility of the Colorado Rangers to act as the custodian of records for any report or document generated pursuant to this Agreement.

9. Liability.

- a. Personnel of the Colorado Rangers shall not be considered employees of the Requestor and shall not have any claim or right to compensation or pension or other benefit of employment with respect to the Requestor. The Parties agree that the Requestor shall not assume any liability for the direct payment of salary, wage, or other form of compensation to Colorado Rangers personnel.
- b. The Requestor shall be responsible for liability arising from the negligent or otherwise tortious acts of Colorado Rangers personnel providing such aid unless such liability arises from an act or omission of Colorado Rangers personnel that is: (a) contrary to or outside the scope of the direction provided by the Requestor; or (b) a willful and wanton or intentional tort. The Requestor shall not be responsible for liability arising out of any of the events described in subsections (a) and (b) of this paragraph. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. 29-5-108.

10. Insurance. During the term of this Agreement, the Colorado Rangers shall maintain the following types of insurance coverage in the amounts indicated below:

- a. Comprehensive and liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- b. Professional liability coverage in such amounts equal to or in excess of the then current limitations of on judgements established by the Colorado Governmental Immunity Act.
- c. Worker's compensation insurance and disability insurance of the type and in the amounts that are required by law.

11. No-Recruiting. Because of the high cost of Academy and other training for its Reserve Police Officers, Requestor agrees that it will not hire in any capacity, either as a volunteer, Reserve, or paid position, any current or former Colorado Ranger within five (5) years of the Ranger leaving service with the Colorado Rangers. If Requestor breaches this provision, Requestor shall immediately pay to the Colorado Rangers three (3) times the sum of the "Academy Expenses", plus interest, as defined and delineated in the Colorado Ranger Reserve Academy Tuition Assistance Reimbursement Agreement ("TARA") for the Ranger(s) hired by the Requestor, regardless of whether said Ranger(s) has fulfilled his/her obligations under said Agreement. To the extent a Colorado Ranger is hired by Requestor who did not receive his/her training pursuant to the TARA, Requestor shall pay three (3) times the current TARA Academy Expenses rate in effect at the time of the hiring.

12. Termination. This Agreement may be terminated by either Party, without cause, upon thirty (30) days prior written notice to the other. This Agreement may be terminated immediately for cause; “for cause” being defined as:

- a. Failure by Requestor to secure approval for the use of Colorado Rangers or to have signed any proper documentation;
- b. A dispute arising between the parties that is not readily resolved;
- c. Failure to timely reimburse and pay for the services of the Colorado Rangers on an annual basis pursuant to Section 7(b);
- d. Any action taken by the Colorado Rangers outside the prescribed scope of this request;
- e. An improper conduct taken by either party that places the other part at risk of imminent or immediate danger;
- f. Engaging in any conduct that demonstrates a willful disregard for the other party under the laws of Colorado.

13. Amendments. This Agreement may be amended only in writing duly executed by each and all of the Parties to this Agreement.

14. Successors and Assigns. The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the Parties to this Agreement.

15. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms of this Agreement, and all the rights of action relating to this Agreement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement. It is the express intent of the Parties that any person or entity other than the named Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. Assignments. The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the Parties hereto without the prior written consent of each and all of the Parties to this Agreement.

17. Integration. This Agreement represents the entire, integrated Agreement among the Parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or Agreements respecting those matters, either written or oral.

18. Other Agreements. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid Agreement that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid Agreement, the terms of the more specific Agreement shall control.

19. Severability. The invalidation of any provision of this Agreement shall not affect the validity of the remainder of this Agreement.

20. Governmental Immunity. The Parties and their officers, employees, agents, directors, and attorneys are relying on and do not waive by any provision of this Agreement the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

21. Execution. This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document.

REQUESTOR: Palmer Lake PD

By: _____

Title: _____

Date: _____

COLORADO RANGERS

By: _____

Title: Colonel Ronald Abramson
Chief, Colorado Rangers

Date: _____

Exhibit A: Colorado Rangers Troop Commanders

All Hazards Homeland Security Region	Section	Name	Rank	Phone	Email
<ul style="list-style-type: none"> • North Central Region (specifically the counties of Adams, Boulder, & Broomfield) • Northeast Region • Northwest Region (specifically the counties of Grand & Jackson) 	Troop H	John Snider	Captain	303.503.5419	John.Snider@ColoradoRangers.org
<ul style="list-style-type: none"> • South Central Region • South Region • Southeast Region • San Luis Region • Southwest Region 	Troop I	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
<ul style="list-style-type: none"> • North Central Region (specifically the counties of Arapahoe, Clear Creek, Denver, Douglas, Elbert, Gilpin, & Jefferson) • Northwest Region (specifically the counties of Eagle, Garfield, Mesa, Moffat, Pitkin, Rio Blanco, Routt, & Summit) • West Region 	Troop K	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
Statewide	Administrative Section	Aaron Ruffalo	Captain	719.464.9177	Aaron.Ruffalo@ColoradoRangers.org
Statewide	Operations Division	Michael Morgan	Division Chief	303.929.5860	Michael.Morgan@ColoradoRangers.org
Statewide	Emergency Manager	Chad Clifford	Ranger	720.949.4593	Chad.Clifford@coloradorangers.org
	Ranger Duty Line			303.502.2671	

EXHIBIT B: FEE SCHEDULE

Effective January 1, 2024:

Fees are due January by January 30 or within 30 days of signing if executed after January 1. Rates will remain in effect beyond the 2024 calendar year unless a new exhibit is executed. Fee changes for new calendar years will be sent to agencies by September 1 of each year.

Response Plans (Select only One):☐ **Disaster Response Plan:** \$2,500 Retainer Annually

Preparedness Planning – Includes 10 initial response shifts for expanding events that may become declared disasters. Additional Shifts billed at \$65.00/hr. No additional fees for planning, exercises, or consultation for Emergency Operations Plans.

*Once a State or Federal Disaster is declared all fees are governed by *Standard Fee Schedule for Reimbursable Expenses During Declared Disasters* if FEMA / DHSEM Reimbursement is expected.

☐ **Urgent Response Plan:** \$3,500 Retainer Annually

Personnel Emergencies & Preparedness Planning – Includes 14 shifts for initial response for staffing needs regardless of nature of emergency (ie. Unexpected events such as civil disturbances, crime scene support, prisoner protection, etc.) Additional Shifts billed at \$350 per duty shift (maximum of 10 hours).

☒ **Scheduled Response Plan:** \$6,000 Retainer Annually

Personnel Staffing for scheduled shifts and events. Includes 18 duty shifts (maximum 10 hours each) for planned or emergency events. Additional shifts billed at \$300 per duty shift. Covers scheduled shifts for events (concerts, parades, etc.), scheduled patrol shifts, can be used for any duty appropriate for Law Enforcement.

Additional Shifts and Special Services:

Agencies requiring ongoing additional shift commitments or coverage for special needs, a supplemental Exhibit B will be provided and signed by both parties after a review of the commitment by both agencies. Colorado Rangers can maintain staffing and training for ongoing personnel needs. Any agency requiring CAD interfacing or special officer requirements is considered special services. All staffing (other than emergencies) requires advanced notice for scheduling and planning.

Fees during Declared Disaster Events shall be governed by *the Colorado Rangers Standard Fee Schedule for Reimbursable Expenses During Declared Disasters* and do not count for or against the standard shift count included in this agreement once a disaster is declared if the agency is participating in FEMA/DHSEM reimbursement.

Send payment of fees to:

Colorado Rangers

P.O. Box 671

Fort Lupton, CO 80621



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

DATE: March 28, 2024	ITEM NO.	SUBJECT: Resolution to Adopt Land Use Application Checklists
Presented by: Town Administrator		

Background

This Resolution is drafted to request Board adoption of land use application checklists, as previously adopted on 2/22, Ordinance 2-2024, authorizing application checklists describing the criteria for complete submittal of land use applications.

Enclosed includes a checklist for the following land use applications –

- Annexation
- Preliminary Plat
- Final Plat
- Vacation Plat
- Zoning Change
- Subdivision
- PUD Plan
- PUD Master Plan
- PUD Final Plan
- Sketch Plan

Recommendation

Staff requests that the Board approve the Resolution to adopt the application checklists.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 24 - 2024

A RESOLUTION TO ADOPT THE TOWN LAND USE APPLICATION CHECKLISTS

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

WHEREAS, the Town Board of Trustees desires to maintain application checklists for proper submittal of application material for review by Town Staff and Consultants, as needed for land use activity within the Town of Palmer Lake.

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

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

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 28th DAY OF MARCH 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

Annexation Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- **See the Colorado Revised Statutes (CRS) section 31-12-102 and following sections for Colorado annexation statutes. The statutes are available online to the public.**
- On this checklist, check off items that are included with the application and the information that is included on the annexation map.

SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	One paper copy of all items
<input type="checkbox"/>	Digital (PDF) copy of all items
<input type="checkbox"/>	Land Use application form
<input type="checkbox"/>	This checklist – check off all submittal items and drawing information included in the application
<input type="checkbox"/>	Signed waiver of 30-day requirement
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Cost reimbursement agreement
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	Annexation map (see drawing requirements below)
<input type="checkbox"/>	Annexation petition
<input type="checkbox"/>	Annexation Impact Report
<input type="checkbox"/>	Water rights report
<input type="checkbox"/>	If simultaneous zoning is requested, a complete zoning application must be submitted

ANNEXATION MAP REQUIREMENTS	
<input type="checkbox"/>	Sheet title with short legal description
<input type="checkbox"/>	North point
<input type="checkbox"/>	Graphic and written scales
<input type="checkbox"/>	Vicinity map
<input type="checkbox"/>	Full boundary description
<input type="checkbox"/>	Property boundary
<input type="checkbox"/>	Adjacent parcels
<input type="checkbox"/>	Municipal boundary
<input type="checkbox"/>	Contiguous boundary between Town & property
<input type="checkbox"/>	Contiguity statement(s)
<input type="checkbox"/>	Surveyor's certification

ANNEXATION MAP REQUIREMENTS (continued)	
<input type="checkbox"/>	Approval certification

REVIEW PROCESS
The following is a general description of the steps involved in processing your application for annexation with an estimate of the time required. NOTE: PC means Planning Commission, BOT means Board of Trustees.
Step 1: Pre-application conference. Applicant meets with Town staff.
Step 2: Application submittal. Applicant submits annexation and zoning applications.
Step 3: Staff review. Town staff review application. An incomplete application will not be scheduled for a PC or BOT hearing.
Step 4: Applicant notified. Town staff strives to notify Applicant within 10 days of submittal . If complete, application is scheduled for next regular BOT meeting . BOT meets on 2 nd and 4 th Thursdays.
Step 4: Resolution & petition. Town Attorney prepares Resolution and reviews Petition.
Step 5: BOT packet. Town Attorney and staff submit items for the BOT meeting packet.
Step 6: BOT hearing. Applicant's surveyor testifies regarding compliance with State statutes. If BOT adopts resolution, BOT schedules 1 st reading and 2 nd reading for the hearing. Annexation hearing must occur between 30 and 60 days after resolution adopted.
Step 7: Paper deadline. Town staff submits notice to newspaper by paper's next scheduled deadline. Notice to be published on 4 consecutive weeks .

REVIEW PROCESS (continued)

Step 8: 1st paper notice. Notice appears 1 st time.
Step 9: Sign and letters. Town staff posts sign and mails notice to property owners within 300 feet of the property, at least 30 days prior to hearing.
Step 10: County & Districts. Town staff provides notice and documents to County and Districts no less than 25 days prior to hearing.
Step 11: Ordinances. Town Attorney prepares the annexation agreement and ordinances for annexation and rezoning.
Step 12: Submit ordinances. Town Clerk submits ordinances to newspaper for publishing.
Step 13: Publish ordinances. Newspaper publishes the ordinances at least 15 days before BOT 1 st reading.
Step 14: PC hearing. PC holds hearing and makes recommendations on annexation and zoning. PC hearing may occur before or after BOT 1 st reading.
Step 15: BOT 1st reading. BOT has 1 st reading of annexation and rezoning ordinances.
Step 16: BOT hearing. BOT has 2 nd reading of ordinances and public hearing on annexation and ordinances at a regular meeting. BOT may approve, approve with conditions, disapprove, or continue the hearing.
Step 17: Submit to paper. If approved, Town Clerk submits notice of approval of ordinances to the newspaper.
Step 18: Ordinance approval notice. Newspaper publishes notice of approval of ordinances.
Step 19: Effective date. Ordinances become effective 30 days after publication.

CRITERIA FOR APPROVAL (continued)

e.	Annexation must not create any additional cost or burden on the then-existing residents to the Town to provide such public facilities in any newly annexed area.
f.	The applicant for annexation shall not divide the property (creating a gap or strip) so as to prevent further annexation.
g.	The property owner shall have complied with all requirements of the Act and this Chapter.
h.	Town staff shall attest as to the elements required by statute to be present for annexation, proposed annexation agreement, and the annexation impact report.

Application received date: _____

Accepted as complete date: _____

BOT compliance hearing date: _____

PC hearing date: _____

BOT 1st reading date: _____

BOT hearing date: _____

Recording date: _____

SUMMARY OF CRITERIA FOR APPROVAL

a.	Annexation is at the discretion of the BOT.
b.	The land to be annexed and the uses proposed for the land shall conform to the goals and policies of the Comprehensive Plan.
c.	Necessary public facilities and amenities must be constructed.
d.	Public facilities may include but are not limited to streets, water and sewer facilities, drainage facilities, school sites, and fire and police station sites.

Preliminary Plat Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items listed below, see code section 16.20.090(2) for more information.
- **On this checklist**, check off items included in the application submittal and shown on the drawing(s).

SUBMITTAL REQUIREMENTS	
	One paper copy of all submittal items
	One digital copy of all submittal items
	Land Use application form, complete & signed
	This checklist – with submitted items and completed drawing requirements checked
	Application fee
	30-day requirement waiver, signed
	Cost reimbursement agreement
	Title commitment
	Mineral rights
	Preliminary plat drawing (see following section for list of Drawing Requirements)
	Sewage or septic evidence
	Project narrative
	Soils report and map
	Preliminary grading & drainage - plan & report
	Master utility plan
	Water resources report
	Maintenance and access agreement
	Preliminary landscape plan
	Traffic impact analysis
	Draft covenants and design guidelines, if applicable
	Draft development agreement

DRAWING REQUIREMENTS	
	Sheet size 24" x 36" unless other size approved
	Title of project
	North arrow
	Written & graphic scale
	Date of preparation
	Vicinity map

DRAWING REQUIREMENTS (continued)	
	Name/address/phone for:
	- Owner(s)
	- Applicant (if not owner)
	- Designer(s)
	- Engineer(s)
	- Surveyor(s)
	Legal description
	Table of information including breakdown and total for land uses, number of lots, acreages, types of dwelling units or floor area
	Existing & proposed contours
	Water features: Watercourses, water bodies, and 100-year floodplain boundary
	Areas sloping 15% or greater
	Abutting subdivisions or owners
	Existing and proposed zoning; zoning on adjoining properties
	Layout of Lots, blocks and street rights-of-way
	Existing, proposed and types of rights-of-way and easements
	Existing and proposed curb cuts or entries
	Proposed curb line or edge of paving
	Proposed road grades
	Existing and proposed street names
	Existing and proposed contours
	Existing and proposed sewer lines, water lines and hydrants
	Bridges, culverts & other drainage facilities
	Existing buildings and site improvements to remain
	Location and acreages for schools, parks, trails, open space, common areas, public land
	Maintenance for schools, parks, etc.

REVIEW PROCESS

The following is a general description of the steps involved in processing your Preliminary Plat for a Subdivision with an estimate of the time required.

NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	This meeting is optional.
Step 2: Application submittal	<i>The Town Office reviews the application for completeness.</i>
Step 3: Certification of completeness	<i>The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.</i>
Step 4: Refer of the application	Staff refers the application to parties of interest
Step 5: Staff review	Staff reviews the application then prepares and sends comments to the applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Staff reviews and prepares report	
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	<i>The Town Office shall notify all appropriate property owners within 500-feet from the boundary of the subject properties.</i>
Step 9: PC public hearing and recommendation	<i>By 2nd Wednesday of month, PC receives all information. PC will then have 1-week to review all the information. Hearing on 3rd Wednesday of the month, PC will have prepared its recommendation. APPLICANT MUST BE PRESENT.</i>
Step 10: Applicant addresses PC conditions	

Step 11: Final Staff review and report to BOT, and BOT hearing.	<i>On the first Thursday following the PC final recommendation BOT will hear, comments from the developer. APPLICANT MUST BE PRESENT.</i>
Step 12: If BOT continued the public hearing in Step 11	<i>By the second Thursday of the month BOT will make a decision. APPLICANT MUST BE PRESENT.</i>
Appeal, if needed	<i>Appeals can be filed 15 days after BOT decision</i>

SUMMARY OF CRITERIA FOR APPROVAL

See Section 16.20.090(b) for complete text of the criteria of approval that are summarized below.

1. Consistent with Community Plan
2. Land use conforms to zoning district, and furthers goals and policies of all adopted plans
a. Promotes small town character and respects natural environment.
b. Respect historic size of lots
c. Commercial development benefits Town's economic base
d. Functional parks, trails, and open space
e. Protects environmental quality and natural environment
f. Enhances cultural, historical, and or educational opportunities
g. Utility and transportation are adequate
h. Negative impact on adjacent laned uses is satisfactorily mitigated
i. Help achieve a balance of land use and/or housing types within the Town

Date application received: _____

Date accepted as complete: _____

Date of PC hearing: _____

Date of BOT hearing: _____

Final Plat Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items listed below, see code section 16.20.100(b)(2) for more information.
- On this check list, check off items included in the application and shown on the drawings.

SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	One paper copy of all submittal items
<input type="checkbox"/>	Digital copy of all submittal items
<input type="checkbox"/>	Land Use application form
<input type="checkbox"/>	This checklist – check off all items submitted and drawing requirements that have been met
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Cost reimbursement agreement
<input type="checkbox"/>	30 day requirement signed waiver
<input type="checkbox"/>	Title commitment
<input type="checkbox"/>	Mineral rights affidavit
<input type="checkbox"/>	Final plat drawing (see Drawing Requirements below)
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	Engineering plans and specifications
<input type="checkbox"/>	Final landscape plan
<input type="checkbox"/>	Final open space plan
<input type="checkbox"/>	Special documents (as needed)
<input type="checkbox"/>	“Clean” final plat for addressing (after approval)

DRAWING REQUIREMENTS	
<input type="checkbox"/>	24" x 36" sheet, unless other size is approved
<input type="checkbox"/>	Title of project
<input type="checkbox"/>	North arrow
<input type="checkbox"/>	Written & graphic scale
<input type="checkbox"/>	Vicinity map
<input type="checkbox"/>	Date of preparation
<input type="checkbox"/>	Name of person or firm that prepared the drawing
<input type="checkbox"/>	Legal description
<input type="checkbox"/>	Basis of bearing

DRAWING REQUIREMENTS (continued)	
<input type="checkbox"/>	Name/address/phone for:
<input type="checkbox"/>	- Owner(s)
<input type="checkbox"/>	- Applicant (if not the owner)
<input type="checkbox"/>	- Designer(s)
<input type="checkbox"/>	- Engineer(s)
<input type="checkbox"/>	- Surveyor(s)
<input type="checkbox"/>	Total acreage of subdivision
<input type="checkbox"/>	Bearings, distances, and curve information for the perimeter and all lots, blocks, ROW's, and easements
<input type="checkbox"/>	Excepted parcels note
<input type="checkbox"/>	Lot and block numbers
<input type="checkbox"/>	Existing and proposed ROW
<input type="checkbox"/>	Existing and proposed street names
<input type="checkbox"/>	Existing and proposed easements
<input type="checkbox"/>	Location and description of monuments
<input type="checkbox"/>	Floodplain boundary
<input type="checkbox"/>	Signature blocks for:
<input type="checkbox"/>	- Registered land surveyor
<input type="checkbox"/>	- Owners and mortgagees
<input type="checkbox"/>	- PC, BOT, Town Clerk, County Clerk & Recorder
<input type="checkbox"/>	- Utility providers
<input type="checkbox"/>	- Certification of ownership and dedications

REVIEW PROCESS

The following is a general description of the steps involved in processing your Final Plat for a Subdivision with an estimate of the time required.
NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	Applicant may request conference before submitting an application.
Step 2: Application submittal at least 45 days before PC hearing	The Town Office reviews the application for completeness.
Step 3: Certification of completeness	Staff either certifies the application as complete or notifies the application has been rejected and what needs to be addressed.
Step 4: Refer application to parties of interest	
Step 5: Staff review	Staff reviews the application, then prepares and sends comments to the applicant.
Step 6: Applicant addresses Staff comments.	
Step 7: Staff review	Staff reviews revisions and prepares staff report.
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting.	The Town Office shall notify all appropriate property owners within 300 feet from the boundary of the subject properties.
Step 9: PC public hearing and recommendation	The Town Office provides all the information to the PC. PC will then have 1-week to review all the information. On 3rd Wednesday of the month, PC will make a recommendation. APPLICANT MUST BE PRESENT FOR THE HEARING.
Step 10: Applicant addresses PC conditions.	

Step 11 Final Staff review and report to BOT	The Town Office prepares a report to the BOT.
Step 12: BOT public hearing and action.	BOT make a decision or continues the hearing to a specific date. APPLICANT MUST BE PRESENT.
Step 13: Record final plat	Applicant provides the Town the original and one (1) reproducible mylar.
Step 14: Post-approval actions.	Before the plat is recorded, the following are required: open space deed restriction, other certifications, evidence of all conditions met, and require documents are submitted.
Appeal, if needed	Appeals can be filed 15 days after BOT decision

CRITERIA FOR APPROVAL SUMMARY

For full text, see section 16.20.100(c).

16.20.100(c)(1)	Final plat conforms to preliminary plat and conditions of approval.
16.20.100(c)(2)	Substantially complies with Municipal Code Title 17 standards.
16.20.100(c)(3)	All technical standards have been met.

Application received date: _____

Date accepted as complete: _____

PC hearing date: _____

BOT hearing date: _____

Recording date: _____

Vacation Plat Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items below, see code section 16.20.120 for more information.
- On this checklist, check off items included in the application and shown on the drawings.

SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	One paper copy of all submittal items
<input type="checkbox"/>	Digital (PDF) copy of all submittal items
<input type="checkbox"/>	Land Use application form
<input type="checkbox"/>	This checklist – check off all items submitted and drawing requirements that have been met
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Cost reimbursement agreement
<input type="checkbox"/>	30-day requirement signed waiver
<input type="checkbox"/>	Petition for vacation of right-of-way, easement, or plat
<input type="checkbox"/>	Title commitment
<input type="checkbox"/>	Vacation plat map (see Drawing Requirements below)
<input type="checkbox"/>	Criteria statement
<input type="checkbox"/>	Letters of support from Utility Providers and Other Affected Agencies
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	Application to replace right-of-way, easement, or plat may be required

DRAWING REQUIREMENTS (continued)	
<input type="checkbox"/>	Acknowledgment of vacation of dedicated lands
<input type="checkbox"/>	Statement of ownership
<input type="checkbox"/>	Attorney's title opinion or evidence of satisfactory title insurance showing record ownership
<input type="checkbox"/>	Graphic representation of property to be vacated
<input type="checkbox"/>	Acreage of property to be vacated
<input type="checkbox"/>	Name and boundaries of adjacent subdivisions and streets
<input type="checkbox"/>	Lot and block numbers of adjacent lots and blocks
<input type="checkbox"/>	Existing and proposed rights-of-way
<input type="checkbox"/>	Existing and proposed easements

DRAWING REQUIREMENTS	
<input type="checkbox"/>	24" x 36" sheet, unless other size is approved
<input type="checkbox"/>	Name of subdivision / vacation
<input type="checkbox"/>	North arrow
<input type="checkbox"/>	Written & graphic scale
<input type="checkbox"/>	Vicinity map
<input type="checkbox"/>	Date of preparation
<input type="checkbox"/>	Name of person or firm that prepared the drawing
<input type="checkbox"/>	Legal description
<input type="checkbox"/>	Clerk and recorder certification

REVIEW PROCESS

The following is a general description of the steps involved in processing Vacation Plat, with an estimate of the time required. NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	Required prior to submitting an application.
Step 2: Application submittal	
Step 3: Certification of completeness	
Step 4: Letters of Support	From Utility Providers and Other Affected Agencies within 30 days of the application being deemed to be complete
Step 5: Staff review and preparation of comments	Staff reviews the application then prepares and sends comments to the applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Final staff review and report to BOT	
Step 8: Public hearing and decision by BOT	
Appeal, if needed	Appeals can be filed 15 days after BOT decision

CRITERIA FOR APPROVAL SUMMARY

For complete text of the criteria, see code section 16.20.120(d).

	The right-of-way, easement or plat being vacated is not needed in the short- or long-term.
	The right-of-way, easement, or plat will be replaced.
	The applicant is relocating all public facilities or utilities within the right-of-way or easement.
	The public and surrounding properties will not be negatively impacted by the vacation.

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing date: _____

Recording date: _____

Zone Change Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- On this checklist, check off the items included in the application or shown on the drawing(s).

SUBMITTAL REQUIREMENTS	
	One paper copy of submittals
	Digital copy of all submittals
	Land Use application form, completed & signed
	This checklist, with items checked
	30-day requirement signed waiver
	Application fee
	Cost reimbursement agreement
	Letter of Intent
	Title commitment
	Mineral rights
	Site plan drawing (see drawing requirements below)

DRAWING REQUIREMENTS	
	24" x 36" sheet, unless other size approved
	Title of project
	North arrow
	Written & graphic scale
	Adequate scale, sufficient to clearly show the information
	Date of preparation
	Person or firm preparing the plan
	Land use legend
	Vicinity map
	Name/address/phone for:
	- Owner(s)
	- Applicant (if not owner)
	- Designer(s)
	- Engineer(s)
	- Surveyor(s)
	Legal description
	Land use legend

DRAWING REQUIREMENTS (continued)	
	Project statistics table: area, acreage, uses, zoning, height, site coverages, density, parking
	Phasing schedule, if phased
	Landforms and topographic character
	2' contour interval, 10' if slope is 30% or greater
	Natural features
	Provisions to protect or incorporate natural features
	Areas sloping 15% or greater
	Watercourse and waterbodies
	100-year floodplain, if any
	Existing streets, within and adjacent to the site
	Footprint of structures and buildings to remain
	Such other additional information BOT may require

REVIEW PROCESS

The following is a general description of the steps involved in processing your application with an estimate of the time required.

NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	This meeting is required.
Step 2: Application submittal	The Town Office reviews the application for completeness.
Step 3: Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.

REVIEW PROCESS (continued)	
Step 4: Refer application to parties of interest	
Step 5: Staff review	Staff reviews the application then prepares and sends comments to the Applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Staff reviews and prepares report	
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	The Applicant shall notify by certified mail all appropriate property owners within 300-feet from the boundary of the subject properties.
Step 9: PC public hearing and recommendation	PC will have 1-week to review all the information. On 3rd Wednesday of the month, PC holds a hearing and makes a recommendation. APPLICANT MUST BE PRESENT.
Step 10: Applicant addresses PC conditions	
Step 11: Final Staff review and report to BOT	
Step 12: BOT public hearing – BOT may continue hearing	By the second Thursday of the month , BOT will hold hearing and make a decision. APPLICANT MUST BE PRESENT.
	Final approval is for no more than 12 months after application accepted as complete
Appeal, if needed	Appeals can be filed 15 days after BOT decision

SUMMARY OF THE CRITERIA FOR APPROVAL	
a.	The proposed rezoning promotes the health, safety or welfare of the inhabitants of the Town.
b.	The proposed zoning is consistent with the goals of the Comprehensive Plan.
c.	There has been a material change in the character of the neighborhood or in the Town, so that the proposed zoning would be in the public interest and consistent with the change.
d.	The proposal, as evidenced by the Site Plan, is compatible with surrounding uses or in the case of redevelopment that the proposal is an improvement to the area (section 17.12.070).
e.	The proposal enhances significant natural characteristics of the site by preservation or incorporating the features into the development's open space plan if applicable.

Pre-application meeting date: _____

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing date: _____

Minor Subdivision Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items listed below, see code section 16.20.110(a) for more information.
- On this checklist, check off items included in the application and shown on the drawings.

SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	One paper copy of all submittal items
<input type="checkbox"/>	Digital copy (PDF) of all submittal items
<input type="checkbox"/>	Land Use application form, completed & signed
<input type="checkbox"/>	This checklist – check off all items submitted and drawing requirements that have been met
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Cost reimbursement agreement
<input type="checkbox"/>	30-day requirement signed waiver
<input type="checkbox"/>	Title commitment
<input type="checkbox"/>	Mineral rights affidavit
<input type="checkbox"/>	Minor subdivision plat (see Drawing Requirements below)
<input type="checkbox"/>	Site development plan
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	“Clean” final plat for addressing (after approval)

DRAWING REQUIREMENTS	
<input type="checkbox"/>	24" x 36" sheet, unless other size is approved
<input type="checkbox"/>	Title of project
<input type="checkbox"/>	North arrow
<input type="checkbox"/>	Written & graphic scale
<input type="checkbox"/>	Vicinity map
<input type="checkbox"/>	Date of preparation
<input type="checkbox"/>	Name of person or firm that prepared drawing
<input type="checkbox"/>	Legal description
<input type="checkbox"/>	Basis of bearing
<input type="checkbox"/>	Name/address/phone for:
<input type="checkbox"/>	- Owner(s)
<input type="checkbox"/>	- Applicant (if not the owner)
<input type="checkbox"/>	- Designer(s)
<input type="checkbox"/>	- Engineer(s)
<input type="checkbox"/>	- Surveyor(s)

DRAWING REQUIREMENTS (continued)	
<input type="checkbox"/>	Total acreage of subdivision
<input type="checkbox"/>	Bearings, distances, and curve information for the perimeter and all lots, blocks, ROW's, and easements
<input type="checkbox"/>	Excepted parcels note
<input type="checkbox"/>	Lot and block numbers
<input type="checkbox"/>	Existing and proposed ROW
<input type="checkbox"/>	Existing and proposed street names
<input type="checkbox"/>	Existing and proposed easements
<input type="checkbox"/>	Location and description of monuments
<input type="checkbox"/>	Floodplain boundary
<input type="checkbox"/>	Signature blocks for:
<input type="checkbox"/>	- Registered land surveyor
<input type="checkbox"/>	- Owners and mortgagees
<input type="checkbox"/>	- PC, BOT, Town Clerk, County Clerk & Recorder
<input type="checkbox"/>	- Utility providers
<input type="checkbox"/>	- Certification of ownership and dedications

REVIEW PROCESS

The following is a general description of the steps involved in processing your Minor Subdivision with an estimate of the time required. NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	Applicant may request conference before submitting the application.
Step 2: Application submittal at least 45 days before PC hearing	The Town Office reviews the application for completeness.
Step 3. Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.
Step 4: Referral of application	Town Office refers application to parties of interest
Step 5: Staff review	Staff reviews the application then prepares and sends comments to the applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Staff reviews revisions and prepares recommendations	Staff provides PC and BOT recommendations within 5 days. PC and BOT have 20 business days to object in writing to staff recommendation.
Step 8: If PC or BOT objects, the application follows the final plat process.	
Step 9: IF PC or BOT does not object, the applicant proceeds to recording.	Applicant provides the Town the original and one (1) reproducible mylar.
Appeal, if needed	Appeals can be filed 15 days after BOT decision

CRITERIA FOR APPROVAL SUMMARY

A minor subdivision has the same criteria for approval as a final plat. For the full text of the criteria, see code section 16.20.100(c)

	Final plat conforms to preliminary plat and conditions.
	Substantially complies with Title 17 standards.
	All technical standards have been met.

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing: _____

Recording date: _____

PUD Plan Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For items listed below, see code section 17.72.110 for more information.
- On this checklist, check off the items included in the application or shown on the drawing(s).

SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	One paper copy of submittals
<input type="checkbox"/>	Digital copy of all submittals
<input type="checkbox"/>	Land Use application form, completed & signed
<input type="checkbox"/>	This checklist, with items checked
<input type="checkbox"/>	30-day requirement signed waiver
<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Cost reimbursement agreement
<input type="checkbox"/>	Title commitment
<input type="checkbox"/>	Mineral rights
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	PUD plan drawing (see drawing requirements below)
<input type="checkbox"/>	Soils report and map
<input type="checkbox"/>	Preliminary grading and drainage plan and report
<input type="checkbox"/>	Traffic impact analysis
<input type="checkbox"/>	Water resources report
<input type="checkbox"/>	Master utility plan
<input type="checkbox"/>	Sewage or septic evidence
<input type="checkbox"/>	Maintenance and access agreement
<input type="checkbox"/>	Preliminary landscape plan
<input type="checkbox"/>	Draft covenants & design guidelines, if applicable

DRAWING REQUIREMENTS	
<input type="checkbox"/>	Title of project
<input type="checkbox"/>	North arrow
<input type="checkbox"/>	Written & graphic scale
<input type="checkbox"/>	Adequate scale, sufficient to clearly show the information
<input type="checkbox"/>	Date of preparation
<input type="checkbox"/>	Person or firm preparing the plan

DRAWING REQUIREMENTS (continued)	
<input type="checkbox"/>	Land use legend
<input type="checkbox"/>	Vicinity map
<input type="checkbox"/>	Name/address/phone for:
<input type="checkbox"/>	- Owner(s)
<input type="checkbox"/>	- Applicant (if not owner)
<input type="checkbox"/>	- Designer(s)
<input type="checkbox"/>	- Engineer(s)
<input type="checkbox"/>	- Surveyor(s)
<input type="checkbox"/>	Legal description
<input type="checkbox"/>	Land use legend
<input type="checkbox"/>	Project statistics table: area, acreage, uses, zoning, height, site coverages, density, parking
<input type="checkbox"/>	Phasing schedule, if phased
<input type="checkbox"/>	Type of residents expected
<input type="checkbox"/>	Ownership configuration
<input type="checkbox"/>	Abutting subdivisions or owners
<input type="checkbox"/>	Layout of lots, blocks and streets
<input type="checkbox"/>	Proposed parks, trails, open space, and recreation
<input type="checkbox"/>	Design parameters
<input type="checkbox"/>	Landforms and topographic character
<input type="checkbox"/>	Contours extend 100' beyond property lines
<input type="checkbox"/>	2' contour interval, 10' if slope is 30% or greater
<input type="checkbox"/>	Natural features
<input type="checkbox"/>	Provisions to protect or incorporate natural features
<input type="checkbox"/>	Areas sloping 15% or greater
<input type="checkbox"/>	Watercourses & floodplain
<input type="checkbox"/>	Flood certification, if any
<input type="checkbox"/>	100-year floodplain
<input type="checkbox"/>	General drainage scheme

DRAWING REQUIREMENTS (continued)

	Existing streets, within and adjacent to site
	Traffic circulation and access plans showing ROW or access easement, and pavement widths
	Parking: surface & enclosed
	Footprint of structures and buildings to remain
	Such other additional information BOT may require

REVIEW PROCESS

The following is a general description of the steps involved in processing your application with an estimate of the time required.

NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	This meeting is required.
Step 2: Application submittal	<i>The Town Office reviews the application for completeness.</i>
Step 3. Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.
Step 4: Refer application to parties of interest	
Step 5: Staff review	Staff reviews the application then prepares and sends comments to the applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Staff reviews and prepares report	
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	The Town Office shall notify all appropriate property owners within 300-feet from the boundary of the subject properties.

Step 9: PC public hearing and recommendation	PC will have 1-week to review all the information. On 3rd Wednesday of the month, PC holds a hearing and makes a recommendation. APPLICANT MUST BE PRESENT.
Step 10: Applicant addresses PC conditions	
Step 11: Final Staff review and report to BOT	
Step 12: BOT public hearing – BOT may continue hearing	By the second Thursday of the month , BOT holds a hearing and makes a decision. APPLICANT MUST BE PRESENT.
	Final approval is for no more than 1 year after application accepted as complete
Appeal, if needed	Appeals can be filed 15 days after BOT decision

SUIMMARY OF THE CRITERIA FOR APPROVAL

- The proposed rezoning promotes the health, safety or welfare of the inhabitants of the Town.
- The proposed zoning is consistent with the goals of the Comprehensive Plan.
- There has been a material change in the character of the neighborhood or in the Town, so that the proposed zoning would be in the public interest and consistent with the change.
- The proposal, as evidenced by the Site Plan, is compatible with surrounding uses or in the case of redevelopment that the proposal is an improvement to the area (section 17.12.070).
- The proposal enhances significant natural characteristics of the site by preservation or incorporating the features into the development's open space plan if applicable.

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing date: _____

PUD Master Plan Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items listed below, see code section 16.16.020 for more information.
- On this checklist, check submittal items and drawing content submitted with this application.

SUBMITTAL REQUIREMENTS	
	One paper copy of all submittal items
	One digital (PDF) copy of all submittal items
	Land Use application form, completed & signed
	This checklist – with submitted items and completed drawing requirements checked
	30-day requirement signed waiver
	Application fee
	Cost reimbursement agreement, signed
	Master Plan drawing (see Drawing Requirements below)
	Conceptual drainage plan
	Statement of sufficient water supply and sewer capacity
	Energy commitment letters
	Project narrative
	Master Plan statement

DRAWING REQUIREMENTS (continued)	
	Areas sloping 15% or greater
	Watercourses & water bodies
	Floodplain boundary
	Significant vegetation
	Proposed land uses, natural or open areas, land dedications
	Existing and proposed zoning
	Proposed phasing, if any
	Existing buildings, structures and site improvements
	Proposed buildings, structures and site improvements
	Access points to public ROW
	Roadway improvements

DRAWING REQUIREMENTS	
	Sheet size 24" x 36" unless other size approved
	Title of project
	North arrow
	Written & graphic scale
	Date of preparation
	Person who prepared the drawing
	Vicinity map
	Name/address/phone for:
	- Owner(s)
	- Applicant (if not owner)
	- Designer(s)
	Short legal description
	Land use table
	Existing topography

REVIEW PROCESS

The following is a general description of the steps involved in processing your Sketch Plan for a Subdivision with an estimate of the time required.
NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	Pre-application meeting with PC is required.
Step 2: Application submittal	The Town Office reviews the application for completeness.
Step 3: Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.

REVIEW PROCESS (continued)

Step 4: Referral of application	Staff refers the application to parties of interest.
Step 5: Staff review	Staff reviews the application then notifies and sends comments to the Applicant.
Step 6: Address comments	Applicant addresses Staff comments.
Step 7: Staff report	Staff reviews any revisions and prepared staff report.
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	Staff notifies all appropriate property owners within 300-feet from the boundary of the subject properties.
Step 9: PC public hearing and decision	By 2nd Wednesday of month, PC receives all information. On 3rd Wednesday PC holds hearing and makes recommendation. APPLICANT MUST BE PRESENT.
	Appeals to the BOT can be filed 15 days after PC decision
	Approval is valid for 2 years.
	PC may grant one extension.

Pre-application meeting date: _____

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing: _____

SUMMARY OF CRITERIA FOR APPROVAL

a. Compatibility with the surrounding area
b. Harmony with site and neighborhood
c. Effect upon the immediate area
d. Effect on future development in the area
e. Whether an exception to requirements is warranted
f. Whether surrounding land can be planned in coordination with the proposed plan
g. Conforms to the Town's comprehensive plan
h. Existing and proposed streets are adequate
i. Existing and proposed utilities are adequate
j. PUD creates a desirable and stable environment
k. PUD makes possible a creative, innovative and effective use of the property
l. Purposes of section 17.72.020 are met

Final PUD Plan Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For items listed below, see code section 17.72.110(3) for more information.
- On this checklist, check off items that are included with the application and shown on the map.

SUBMITTAL REQUIREMENTS	
	1 paper copy of all submittals
	Digital copy of all submittals
	Land Use application form
	This checklist, with submitted items and drawing information checked
	30-day waiver limit signed
	Application fee
	Cost reimbursement agreement
	Title commitment
	PUD plan drawing (see following section)
	Project narrative
	Grading and drainage plan and report
	Traffic impact analysis
	Master utility plan
	Design guidelines
	Maintenance and access agreement
	Covenants, if applicable
	Development agreement

DRAWING REQUIREMENTS	
	Title of project
	North arrow
	Written & graphic scales
	Scale: sufficient to clearly show the information
	Date of preparation
	Person preparing drawing
	Vicinity map
	Name/address/phone for:
	- Owner(s)
	- Applicant (if not owner)
	- Designer(s)
	- Engineer(s)

DRAWING REQUIREMENTS (continued)	
	Legal description
	Boundaries of the project
	Project statistics table: area, acreage, uses, zoning, height, site coverages, density, parking
	Phasing and schedule
	Ownership configuration
	Design parameters
	Flood certification, if any
	Proposed parks, trails, open space, recreation
	Public land dedication
	Existing and proposed 2' contour interval, 10' if slope is 30% or greater
	Areas sloping 15% or greater
	Provisions to protect or incorporate natural features
	Erosion control & reclamation
	100-year floodplain
	Lots, blocks & street layout, on site & adjacent to
	Roads ROW, driving surface, grades, both public & private
	Pedestrian facilities, including surface type(s)
	Offstreet parking plan
	Building footprints or envelopes
	Building setbacks
	Public facilities plan
	All major improvements within 100 feet
	Common trash & recycling, except detached residential
	Landscape plan
	Signs and lighting
	Certifications: ownership, Planning Commission, Mayor, and Clerk & Recorder

REVIEW PROCESS

The following is a general description of the steps involved in processing your application with an estimate of the time required.

NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application conference	This meeting is optional.
Step 2: Application submittal	The Town Office reviews the application for completeness.
Step 3: Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.
Step 4: Refer application to parties of interest	
Step 5: Staff review	Staff reviews the application then prepares and sends comments to the applicant
Step 6: Applicant addresses Staff comments.	
Step 7: Staff reviews and prepares report	
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	The Town Office shall notify all appropriate property owners within 300-feet from the boundary of the subject properties.
Step 9: PC public hearing and recommendation	By 2nd Wednesday of month, PC receives all information. On 3rd Wednesday of the month, PC holds a hearing and makes recommendation. APPLICANT MUST BE PRESENT.
Step 10: Applicant addresses PC conditions	
	On the first Thursday following the PC recommendation, BOT

Step 11: Final Staff review and report to BOT	will hold a hearing and make a decision. APPLICANT MUST BE PRESENT. After PC review, BOT may waive or modify density, unit sizes, height, and sign requirements
Step 12: BOT public hearing - BOT may continue hearing	By the second Thursday of the month, BOT will have made a decision. APPLICANT MUST BE PRESENT.
	Approval for 1 year, PC and BOT may extend approval
	No building permits without approved subdivision or PUD
Appeal, if needed	Appeals can be filed 15 days after BOT decision

CRITERIA FOR APPROVAL

a. Compatibility with surrounding area
b. Harmony with site and neighborhood
c. Effect upon the immediate area
d. Effect on future development of the area
e. Whether an exception to requirements is warranted
f. Whether surrounding land can be planned in coordination with the proposed plan
g. Conforms to the Town's comprehensive plan
h. Existing and proposed streets are adequate
i. Existing and proposed utilities are adequate
j. PUD creates a desirable and stable environment
k. PUD makes possible a creative, innovative and effective use of the property
l. Purposes of section 17.72.020 are met

Pre-application meeting date: _____

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

BOT hearing date: _____

Approval expiration date: _____

Sketch Plan Checklist

form date: March 21, 2024 draft

Notes:

- Town staff will strive to review the submitted application for completeness within ten (10) days of receipt. Once an application is deemed complete, required payment of fees are received, and cost reimbursement agreement is signed, the application will be forwarded to appropriate staff and referral agencies.
- Land use applications fees can be found on the Town website - see adopted Master Fee Schedule.
- For submittal and drawing items listed below, see code section 16.20.080(d) for more information.
- On this checklist, check submittal items and drawing content submitted with this application.

SUBMITTAL REQUIREMENTS	
	One paper copy of all submittal items
	One digital (PDF) copy of all submittal items
	Land Use application form, completed & signed
	This checklist – with submitted items and completed drawing requirements checked
	30-day requirement signed waiver
	Application fee
	Cost reimbursement agreement, signed
	Sketch plan drawing (see Drawing Requirements below)
	Conceptual drainage plan
	Statement of sufficient water supply & sewer capacity
	Location of existing or nearest water and sewer utilities
	Project narrative
	Sketch plan narrative

DRAWING REQUIREMENTS (continued)	
	Existing topography
	Areas sloping 15% or greater
	Watercourses & water bodies
	Floodplain boundary
	Significant vegetation
	Proposed land uses, natural or open areas, land dedications
	Existing and proposed zoning
	Proposed phasing, if any
	Existing buildings, structures and site improvements
	Proposed buildings, structures and site improvements
	Access points to public ROW
	Roadway improvements

DRAWING REQUIREMENTS	
	Sheet size 24" x 36" unless other size approved
	Title of project
	North arrow
	Written & graphic scale
	Date of preparation
	Person who prepared the drawing
	Vicinity map
	Name/address/phone for:
	- Owner(s)
	- Applicant (if not owner)
	- Designer(s)
	Short legal description
	Land use table

REVIEW PROCESS

The following is a general description of the steps involved in processing your Sketch Plan with an estimate of the time required. NOTE: PC means Planning Commission, BOT means Board of Trustees.

Step 1: Pre-application	Pre-application meeting is required.
Step 2: Application submittal	The Town Office reviews the application for completeness.
Step 3: Certification of completeness	The project will not be scheduled for PC's review until all required information has been received and necessary approvals have been obtained for supporting documentation.

REVIEW PROCESS (continued)

Step 4: Referral of application	Staff refers application to parties of interest.
Step 5: Staff review	Staff reviews the application then notifies and sends comments to the Applicant.
Step 6: Address comments	Applicant addresses Staff comments.
Step 7: Staff report	Staff reviews any revisions and prepares staff report.
Step 8: Schedule PC hearing, and provide public notice 15 days prior to meeting	Staff notifies all appropriate property owners within 300-feet from the boundary of the subject properties.
Step 9: PC public hearing and decision; PC may continue hearing to another meeting	By 2nd Wednesday of month, PC receives all information. On 3rd Wednesday , PC holds hearing and makes a decision. APPLICANT MUST BE PRESENT.
	Appeals to the BOT can be filed within 15 days of decision.
	Approval is valid for 2 years.
	PC may grant one extension.

Pre-application meeting date: _____

Application received date: _____

Accepted as complete date: _____

PC hearing date: _____

SUMMARY OF CRITERIA FOR APPROVAL
Subdivisions in Palmer Lake have the following purposes.

1. Conforms to master plan.
2. Harmonious development and lot pattern that is compatible with the neighborhood and community.
3. Lot and development pattern ensures adequate light and air.
4. Adequate parks, open space, and other spaces for public use for each phase of development.
5. Adequate access to all lots and tracts.
6. Adequate, safe, and efficient public improvements, utilities, community facilities, and public places are available or will be provided with sufficient capacity to serve the subdivision.