



BOARD OF TRUSTEES MEETING

Thursday, February 22, 2024 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

Pledge of Allegiance

Roll Call

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

- [1.](#) Minutes from February 8, 2024 Meeting
- [2.](#) Financials (January)

Staff/Department Reports

3. Attorney
4. 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. At the business item, members will discuss, take action, and/or continue the hearing to a particular date*

- [5.](#) Eligibility of Property for Annexation - Ben Lomand Mountain (United Congregational Church)

Business Items

- [6.](#) Resolution 13-2024 Making Findings Regarding Eligibility for Annexation - Ben Lomand Mountain (United Congregational Church)
- [7.](#) Special Event Application - Joy on the Rock Service and Brunch (3/31)
- [8.](#) Resolution 18-2024 to Approve Addendum No 1 to Lease Agreement with EcoSpa, Elephant Rock Property (Annex)
- [9.](#) Resolution 9-2024 to Approve Memo of Understanding for Pickleball Courts

- [10.](#) Resolution 19-2024 to Renew/Amend Contract with Chavez Consulting LLC
- [11.](#) Resolution 15-2024 to Adopt the 2024 Master Fee Schedule
- [12.](#) Resolution 20-2024 Relating to Migrant Response and Declaring Status as Non-Sanctuary Town
- [13.](#) Authorize Mayor to Sign Joint Jurisdictional Letter Relating to Cooperation within El Paso County
- 14. Ordinance to Create/Add Annexation Language to the Town Land Use Code
- [15.](#) Ordinance to Create/Add Rezoning Language to Town Land Use Code
- [16.](#) Ordinance to Create/Add Code to Recognize Application Checklist

Public Comment - *A speaker who wishes to provide public comment on a non-agenda item must do so in person, or by email to the Town 24 hours in advance of the meeting time, but cannot do so telephonically or virtually. Please sign in and state your name and address for the record, and address comments solely to the Board. 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. Thank you!*

Next Meeting (3/14) and Future Items

Board Reports

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.*

Reconvene to Open Session

Adjourn

Americans with Disabilities Act

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



BOARD OF TRUSTEES MEETING

Thursday, February 08, 2024 at 6:00 PM

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

MINUTES

Call to Order. Mayor called the meeting to order at 6:08 pm following the workshop.

Pledge of Allegiance

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

Consent Agenda. MOTION (Stern, Farr) to approve the consent agenda including items 1) Minutes for the January 25, 2024 Meeting and 2) Financials (December). Roll call vote – aye 6; nay 0. Motion passed.

Staff/Department Reports

3) Water; 4) Public Works including Roads & Park Maintenance; 5) Police; 6) Fire; 7) Administration – no questions.

8. Attorney – no report.

9. Administrator/Clerk – Collins provided an update on assembling an interim plan while searching for qualified candidates to fill the equipment operator and Public Works supervisor position. Collins pointed out the unused balance from the December 2023 financials and the amended cash position page. She stated the Pikes Peak Library will be installing security gates at the interior entrance. Collins reported that Chief Vincent is seeking replacement glass for the fireplace in town hall; gathering estimates for broken windows in the town hall kitchen and the library; and that painting will get completed in the town office. Board members were invited to participate in the Tri Lakes Chamber After Hours event hosted at the town hall on 2/20 and to save the date for the annual awards dinner in April.

Business Items

10. Special Event Application - Easter Egg Hunt 3/30. Mayor Havenar and Collins mentioned details of the Easter Egg Hunt, including combining the Fire Association pancake breakfast with the event. MOTION (Farr, Padgett) to approve the event and waive the event fee. Roll call vote – aye 6; nay 0. Motion passed.

11. Update on the Pickleball Court Project by Awake Palmer Lake. Collins provided an update to the Board that the courts may be relocated altogether which will void language to fund the possible water

line repair/replacement from the MOU. Awake Palmer Lake and the Parks and Trails Commission will consider the alternative location and a recommendation made to the Board at the next meeting.

12. Resolution 15-2024 to Adopt the 2024 Town Master Fee Schedule. As a result of the workshop discussion to consider the draft fee schedule further, MOTION (Farr, Ball) to table this resolution to a future meeting date. Roll call vote – aye 6; nay 0. Motion passed.

13. Resolution 16-2024 to Authorize Staff to Provide Relief for Excessive Water Leak. Collins explained the financial hardship for residents that may experience a water leak in the service line with the new tier structure. It was suggested that staff be authorized to provide relief to residential accounts that amount over tier 2 and repair the leak. MOTION (Padgett, Farr) to approve Resolution 16-2024 to authorize staff to provide relief as presented. Roll call vote – aye 6; nay 0. Motion passed.

14. Resolution 17-2024 to Adopt Revisions to the Anti-Harassment Policy and Employee Handbook Language. Mayor Havenar asked if the revised language is satisfactory to Board members. MOTION (Ball, Padgett) to approve Resolution 17-2024 to adopt the revised anti-harassment language as presented. Roll call vote – aye 6; nay 0. Motion passed.

15. Consider and Authorize Asbestos Abatement Service to Structures at Elephant Rock Property. Mayor Havenar recognized a few public members to address the Board about this item. Mr. Richard Willan handed out a one page proposal and requested that the Board consider keeping the cabins for use with the property. He offered to remodel and oversee the rental of the cabins for the use allowed on the property – connected to the spa, event. Discussion took place about lodging. Ms. Lindsay Willan stated they would like to present a proposal to the Board. The Board give a majority consensus to staff to schedule the proposal on a future meeting agenda. Mr. Kurt Ehrhardt inquired about the asbestos abatement process. He also cautioned the Board members against a lease to own on the property. MOTION (Ball, Ehrhardt) to table the asbestos abatement until a later date. Roll call vote – aye 5; nay 1. Motion passed.

16. Authorize Mayor to Sign Letter Opposing HB 24-1007. Mayor Havenar explained the position proposed to the Board on the bill, specifically that she disagrees with the state imposed mandates to local control. Discussion took place about additional legislation and having to bring each bill to the Board. It was agreed to discuss each to determine a Board position. MOTION (Ball, Stern) to authorize Mayor Havenar to sign the letter opposing HB 24-1007. Roll call vote – aye 4; nay 2 (Ehrhardt, Padgett). Motion passed.

Public Comment. Ms. Cyndee Henson inquired about the Ben Lomand property. Mayor clarified the property being proposed to annex into the Town of Palmer Lake. Mr. Phil Tedeschi and Ms. Becky Albright inquired about the bill discussed at item 16. Discussion took place about the nuclear family, affordable housing, and proposed occupancy changes. Mayor Havenar responded that she is not necessarily opposing the ideas of the bill but opposing the state dictating versus having local control. Discussion ensued about family units. Ms. Albright also encouraged the Board to preserve what exists at the Elephant Rock property and encouraged open discussion about the use.

Trustee Nick Ehrhardt explained his prior vote against the letter opposing the bill.

Board Reports. Trustee Ehrhardt stated that Parks Commission will discuss the proposed relocation of the pickleball courts. Trustee Shana Ball reported that the EMS grant was submitted for the Fire AEDs. Trustee Padgett stated she will be attending her first Community Development Advisory Board meeting in a couple weeks.

Next Meeting (2/22) and Future Items

Convene to Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – potential sale of town property, amend Elephant Rock lease agreement; and for conference with Town Attorney for the purpose of receiving legal advice under C.R.S. 24-6-402(4)(b) - PD complaint. MOTION (Farr, Ball) to convene to executive session at 7:04 pm. Roll call vote – aye 6; nay 0. Motion passed.

Reconvene to Open Session

Adjourn. MOTION (Padgett, Stern) to adjourn at 7:56 pm. Motion passed.

Mayor Glant Havenar

ATTEST: Dawn A. Collins, Town Clerk



TOWN OF PALMER LAKE
Financial Statements
January 2024
Unaudited



Schedule of Cash Position

January 2024

TOWN OF PALMER LAKE
Schedule of Cash Position
January 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	\$ 1,430,438
GENERAL FUND RESERVES:				
Colorado Trust (ColoTrust) * Operating Reserve - 3 months (\$752,109)	General Fund Reserve	Savings	5.56%	\$ 1,507,210
Colorado Trust (ColoTrust)	Police Reserve	Savings	5.56%	\$ 7
Colorado Trust (ColoTrust)	Fire Reserve	Savings	5.56%	\$ 64,056
Colorado Trust (ColoTrust)	Roads Reserve	Savings	5.56%	\$ 10,668
General Fund Reserves Subtotal				<u>\$ 1,581,941</u>
General Fund Accounts Total				<u><u>\$ 3,012,379</u></u>
WATER FUND				
WATER FUND OPERATING:				
Community Banks of CO	Water Fund Operating	Checking	n/a	\$ 1,010,032
WATER FUND RESERVES:				
Colorado Trust (ColoTrust)	Water Reserve	Savings	5.56%	\$ 191,988
Colorado Trust (ColoTrust)	Water Cap Imp Reserve	Savings	5.56%	\$ 213,355
RESTRICTED FUNDS (WATER FUND):				
Colorado Trust (ColoTrust) * Restricted - Loan Reserve - 3 months (\$224,600)	Water Loan Reserve	Savings	5.56%	\$ 212,694
Water Fund Accounts Total				<u>\$ 1,628,069</u>
CONSERVATION TRUST FUND				
CONSERVATION TRUST FUND:				
Colorado Trust (ColoTrust)	CTF Reserve	Savings	5.56%	\$ 29,169
Conservation Trust Fund Account Total				<u><u>\$ 29,169</u></u>



Financial Reports

January 2024

TOWN OF PALMER LAKE

Item 2.

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

GENERAL FUND

For the One Month Ended January 31, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
Taxes	\$ 2,794,447	\$ 54,031	\$ (2,740,416)	2%
Fees and Licenses	291,025	11,200	(279,825)	4%
Intergovernmental	7,000	82	(6,918)	1%
Fines	65,000	8,098	(56,902)	12%
Interest	80,000	7,426	(72,574)	9%
Departmental	65,000	3,357	(61,643)	5%
Grants and Donations	1,385,959	2,000	(1,383,959)	0%
Miscellaneous	70,000	586	(69,414)	1%
Total Revenue	\$ 4,758,431	\$ 86,780	\$ (4,671,651)	2%
EXPENDITURES				
Administration				
Salaries and Benefits	\$ 246,873	\$ 13,753	\$ 233,120	6%
Professional Services	373,000	5,469	367,531	1%
Administrative/Operations	332,936	33,970	298,966	10%
Capital Outlays	10,000	-	10,000	0%
Total Administration	\$ 962,809	\$ 53,192	\$ 909,617	6%
Police Department				
Salaries and Benefits	\$ 674,622	\$ 54,192	\$ 620,430	8%
Professional Services	112,600	491	112,109	0%
Administrative/Operations	86,845	1,648	85,197	2%
Capital Outlays	80,000	-	80,000	0%
Total Police Department	\$ 954,067	\$ 56,331	\$ 897,736	6%
Fire Department				
Salaries and Benefits	\$ 630,741	\$ 48,437	\$ 582,304	8%
Professional Services	10,000	666	9,334	0%
Administrative/Operations	128,600	2,465	126,135	2%
Total Fire Department	\$ 769,341	\$ 51,568	\$ 717,773	7%
Public Works Department - Roads				
Salaries and Benefits	\$ 334,898	\$ 17,464	\$ 317,434	5%
Professional Services	40,300	83	40,217	0%
Administrative/Operations	167,500	5,582	161,918	3%
Capital Outlays	1,673,580	-	1,673,580	0%
Total Roads Department	\$ 2,216,278	\$ 23,129	\$ 2,193,149	1%
Public Works Department - Parks				
Administrative/Operations	\$ 42,100	\$ 2,659	\$ 39,441	6%
Capital Outlays	\$ 31,000	\$ -	\$ 31,000	0%
Total Parks Department	\$ 73,100	\$ 2,659	\$ 70,441	4%
Total Expenditures	\$ 4,975,596	\$ 186,879	\$ 4,788,717	4%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (217,165)	\$ (100,099)	\$ 117,066	
FUND BALANCE - BEGINNING OF YEAR		\$ 3,651,518		
FUND BALANCE - END OF YEAR		<u>\$ 3,551,419</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 One Month Ended January 31, 2024

UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
Water Billing	\$ 1,375,000	\$ 106,013	\$ (1,268,987)	8%
Water Improvement Fee	74,000	6,281	(67,719)	8%
Water Loan	216,000	18,025	(197,975)	8%
Water Tap Fees	72,000	7,703	(64,297)	11%
Water Meter/Parts	2,550	-	(2,550)	0%
Late Fees/Service Fees	16,000	1,405	(14,595)	9%
Interest	24,000	2,901	(21,099)	12%
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>\$ 142,328</u>	<u>\$ (1,842,411)</u>	<u>7%</u>
EXPENDITURES				
Salaries and Benefits	\$ 519,749	\$ 32,942	\$ 486,807	6%
Professional Services	137,000	5,418	131,582	4%
Administrative/Operations	438,300	41,643	396,657	10%
Capital Outlays	649,290	-	649,290	0%
Debt Service	207,179	-	207,179	0%
Total Expenditures	<u>\$ 1,951,518</u>	<u>\$ 80,003</u>	<u>\$ 1,871,515</u>	<u>4%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 33,221</u>	<u>\$ 62,325</u>	<u>\$ 29,104</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 1,316,293</u>		
FUND BALANCE - END OF YEAR		<u>\$ 1,378,618</u>		
Less: Restricted Operating Reserve - 3 months		(224,600)	<i>Note 1</i>	
FUND BALANCE - END OF YEAR - Unrestricted		<u><u>\$ 1,154,018</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 One Month Ended January 31, 2024 UNAUDITED

	2024 Adopted Budget	Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
REVENUE				
State Shared Revenue	\$ 36,140	\$ -	\$ (36,140)	0%
Interest	1,200	137	(1,063)	11%
Total Revenue	<u>\$ 37,340</u>	<u>\$ 137</u>	<u>\$ (37,203)</u>	<u>0%</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>\$ 137</u>	<u>\$ (823)</u>	
FUND BALANCE - BEGINNING OF YEAR		<u>\$ 59,044</u>		
FUND BALANCE - END OF YEAR - Restricted		<u><u>\$ 59,181</u></u>		



Accounts Payable Reports

January 2024

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

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
49518	AIRGAS	AIRGAS USA, LLC	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$116.48
49519	AMCOBIIT	AMCOBI	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$3,923.75
49520	BIGOTIRES	LEEDS WEST GROUPS DBA BIG O TI	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$632.43
49521	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$412.50
49522	CIRSA	CIRSA	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$35,602.73
49523	CITYOFFORTCOLLI	CITY OF FORT COLLINS	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$90.00
49524	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$90.00
49525	CKT	COMMON KNOWLEDGE TECHNOLOGY	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$2,490.15
49526	COMMUNITYMATTER	COMMUNITY MATTERS INSTITUTE	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$7,012.50
49527	COREANDMAIN	CORE & MAIN LLP	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$593.80
49528	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$32.03
49529	ESO	ESO SOLUTIONS, INC.	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$208.53
49530	FIRSTRESPONDER	FIRST RESPONDER COMMUNICATIONS	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$1,213.40
49531	GEN-TECH	GEN-TECH	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$1,595.26
49532	KELLYBOOKSLLC	KellyBooks LLC	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$5,462.50
49533	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$16,918.70
49534	MUNICIPALTREATM	MUNICIPAL TREATMENT EQUIPMENT	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$423.46
49535	OREILLY	O'REILLY	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$12.98
49536	PALMERLAKESANIT	PALMER LAKE SANITATION	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$2,546.72
49537	PIKESPEAKAREACO	PIKES PEAK AREA COUNCIL OF GOV	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$1,411.00
49538	PIONEER	PIONEER	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$476.00
49539	PIPESTONEEQUIPM	PIPESTONE EQUIPMENT	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$644.10
49540	RAMPARTSUPPLY	RAMPART SUPPLY	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$295.09
49541	STERICYCLE	STERICYCLE, INC.	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$38.59
49542	T2SYSTEMS	T2 SYSTEMS CANADA INC.	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$70.00
49543	GAZETTE	THE GAZETTE	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$253.34
49544	UNCC	UTILITY NOTIFICATION CENTER OF	1/4/2024	COBANK-CKG 9495	PMCHK00000144	\$20.64
49545	AT&TMOBILITY	AT & T MOBILITY	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$3,095.28
49546	CDOR	COLORADO DEPARTMENT OF REVENUE	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$388.94
49547	GEN-TECH	GEN-TECH	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$1,020.10
49548	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$897.80
49549	JAN-PROFRANCHIS	JAN-PRO FRANCHISE DEVELOPMENT	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$255.00
49550	KROBLAWOFFICES	KROB LAW OFFICE, LLC	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$20,965.00
49551	OREILLY	O'REILLY	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$56.73
49552	PIPESTONEEQUIPM	PIPESTONE EQUIPMENT	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$7,264.83
49553	PITNEYBOWES	PITNEY BOWES GLOBAL FINANCIAL	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$440.94
* 49554	REPUBLICSERVICE	REPUBLIC SERVICES #653	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$2,669.05
49555	RHINEHARTOIL	RHINEHART OIL CO., LLC	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$1,288.72
49556	KNASTERTECHNOLO	THE KNASTER TECHNOLOGY GROUP	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$180.00
49557	USDAFORESTSERVI	USDA FOREST SERVICE	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$1,050.00
49558	XEROX	XEROX BUSINESS SOLUTIONS SOUTH	1/16/2024	COBANK-CKG 9495	PMCHK00000145	\$133.82
49559	REPUBLICSERVICE	REPUBLIC SERVICES #653	1/16/2024	COBANK-CKG 9495	PMCHK00000146	\$1,785.35
49560	ASPENAUTOCLINIC	ASPEN AUTO CLINIC MONUMENT	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$399.98
49561	CENTURYLINK	CENTURYLINK	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$595.14
49562	CDOR	COLORADO DEPARTMENT OF REVENUE	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$41.06
49563	COREANDMAIN	CORE & MAIN LLP	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$1,478.64
49564	DPCINDUSTRIES	DPC INDUSTRIES, INC.	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$70.00
49565	EMERGENCYNETWOR	EMERGENCY NETWORK SECURITY SYS	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$32.03
49566	JENNIFERNILSON	JENNIFER NILSON	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$108.25
49567	CICCOLELLAJOHN	JOHN CICCOLELLA	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$320.00
49568	LTSRESOURCE	LTS RESOURCE, LLC	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$3,907.50
49569	MELISSAGHELBER	MELISSA GHELBER	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$125.00
49570	NATALIESTRAWN	NATALIE STRAWN	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$75.00
49571	REBEKAHRATHERT	REBEKAH RATHERT	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$75.00
49572	FIREGRADEGOODS	SCOTT GRIFFITH	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$129.50
49573	SGS	SGS NORTH AMERICA, INC.	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$265.00

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
49574	SOURCEMANAGE	SOURCE MANAGEMENT INC.	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$12.05
49575	STACYDELOZIER	STACY DELOZIER	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$251.58
49576	TRILAKESGARAGED	TRI-LAKES GARAGE DOORS, LLC	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$335.00
49577	TRILAKESSERVICE	TRI-LAKES SERVICE CENTER	1/29/2024	COBANK-CKG 9495	PMCHK00000147	\$657.28
49578	AMCOBIIT	AMCOBI	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$3,749.50
49579	BLUETREEELLC	BLUE TREE, LLC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$2,080.00
49580	COLORADODIVISIO	COLORADO DIVISION OF FIRE PREV	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$60.00
49581	DANAKEPNERCOMPA	DANA KEPNER COMPANY, LLC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$365.36
49582	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$1,463.00
49583	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$533.73
49584	INTERSTATECHEMI	INTERSTATE CHEMICAL CO., INC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$2,259.29
49585	JENNIFERNILSON	JENNIFER NILSON	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$927.37
49586	MEYER&SAMS,INC	MEYER & SAMS, INC. DBA GMS INC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$6,472.60
49587	OREILLY	O'REILLY	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$19.98
49588	ORKIN	Orkin	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$673.54
49589	PIPESTONEEQUIPM	PIPESTONE EQUIPMENT	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$3,692.58
49590	PORCHELECTRIC	PORCH ELECTRIC INC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$7,750.25
49591	ROBERTKEILEY	ROBERT KEILEY	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$75.00
49592	SPRINGSMOUNTAIN	Springs Mountain Water	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$45.75
49593	STERICYCLE	STERICYCLE, INC.	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$38.59
49594	ORCUTT,STEVE	STEVE ORCUTT	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$80.00
49595	SYMBOLARTSLLC	SYMBOLARTS LLC	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$140.00
49596	T2SYSTEMS	T2 SYSTEMS CANADA INC.	1/31/2024	COBANK-CKG 9495	PMCHK00000148	\$70.00

Total Checks:	79	Total Amount of Checks:	\$160,784.32
			=====

Town of Palmer Lake
ACH REGISTER REPORT
Payables Management

ACH Date	From:	To:
1/1/2024	1/1/2024	1/31/2024
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
1/2/2024	CMTRX00000116	Bank Transaction Entry	WDL000001059	Comcast	193.35
1/2/2024	CMTRX00000116	Bank Transaction Entry	WDL000001060	Xfinity	9.96
1/3/2024	CMTRX00000116	Bank Transaction Entry	WDL000001049	Parking Kiosk Fee	180.95
1/3/2024	CMTRX00000123	Bank Transaction Entry	WDL000001112	PCS	2,490.57
1/5/2024	CMTRX00000116	Bank Transaction Entry	WDL000001054	FPPA	6,757.74
1/8/2024	CMTRX00000116	Bank Transaction Entry	WDL000001048	WEX Fuel	1,984.66
1/8/2024	CMTRX00000116	Bank Transaction Entry	WDL000001050	Humana	1,287.62
1/8/2024	CMTRX00000116	Bank Transaction Entry	WDL000001063	Black Hills Energy	79.55
1/9/2024	CMTRX00000116	Bank Transaction Entry	WDL000001051	Health Equity	5.00
1/9/2024	CMTRX00000116	Bank Transaction Entry	WDL000001057	CORE Electric	8,718.25
1/11/2024	CMTRX00000116	Bank Transaction Entry	WDL000001046	Paycom	66,761.53
1/16/2024	CMTRX00000116	Bank Transaction Entry	WDL000001064	Black Hills Energy	200.85
1/16/2024	CMTRX00000116	Bank Transaction Entry	WDL000001065	Black Hills Energy	142.88
1/16/2024	CMTRX00000116	Bank Transaction Entry	WDL000001066	Black Hills Energy	121.22
1/16/2024	CMTRX00000116	Bank Transaction Entry	WDL000001067	Black Hills Energy	100.96
1/16/2024	CMTRX00000116	Bank Transaction Entry	WDL000001068	Black Hills Energy	84.20
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1/22/2024	CMTRX00000117	Bank Transaction Entry	WDL000001079	Amcobi	90.88
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1/22/2024	CMTRX00000117	Bank Transaction Entry	WDL000001081	Amcobi	88.36
1/22/2024	CMTRX00000117	Bank Transaction Entry	WDL000001082	Amcobi	85.00
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1/26/2024	CMTRX00000119	Bank Transaction Entry	WDL000001101	Anthem	8,990.03
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1/31/2024	CMTRX00000116	Bank Transaction Entry	WDL000001061	Xfinity	11.07

Total ACHs:

39

Total Amount of ACHs:

\$ 187,246.94



Charts

January 2024

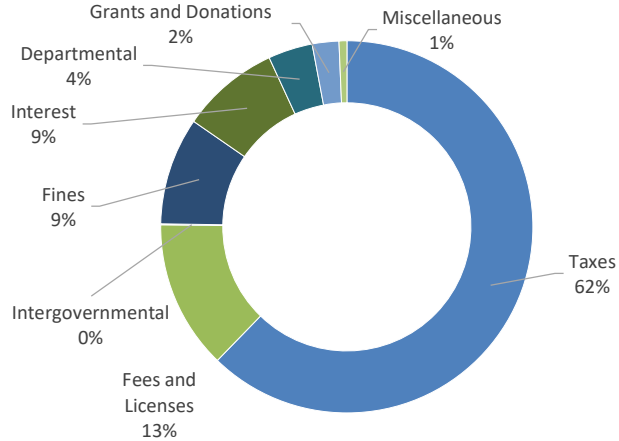
TOWN OF PALMER LAKE

Item 2.

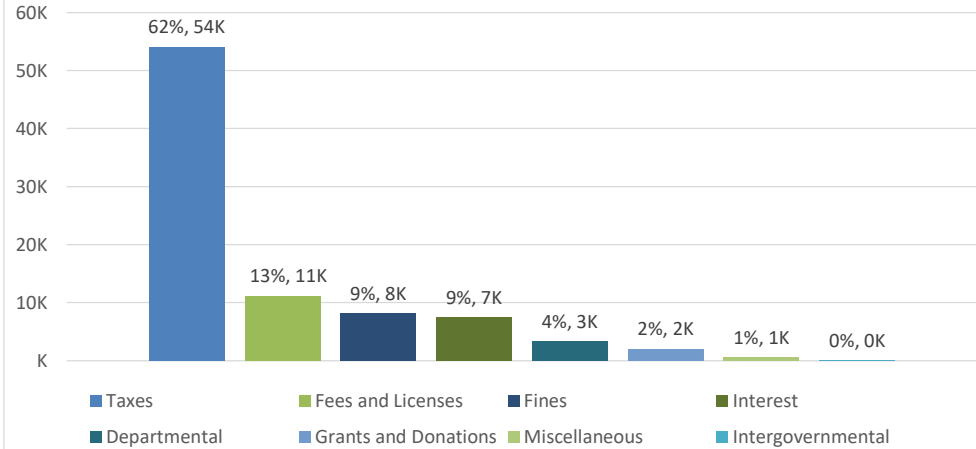
REVENUE CHARTS GENERAL FUND

For the One Month Ended January 31, 2024
UNAUDITED

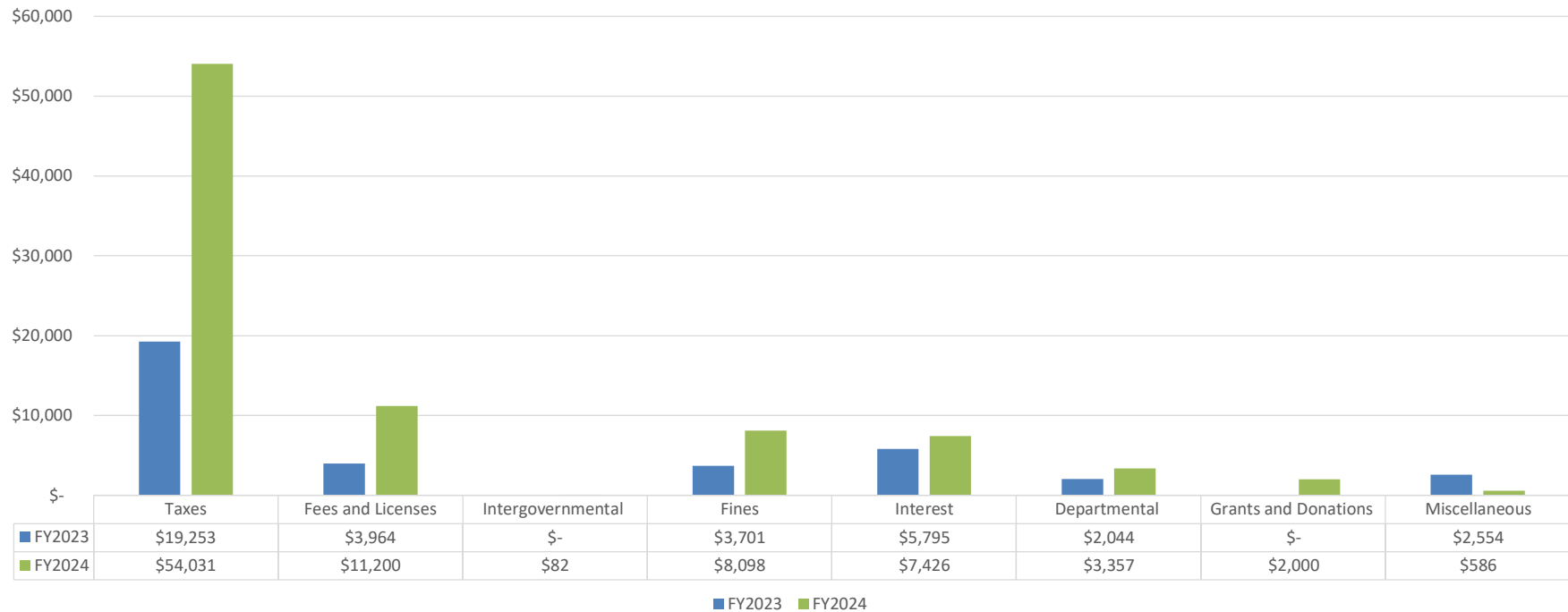
Revenue Composition - January 2024



Revenue Composition - January 2024



Revenue Composition - Prior Year Comparison



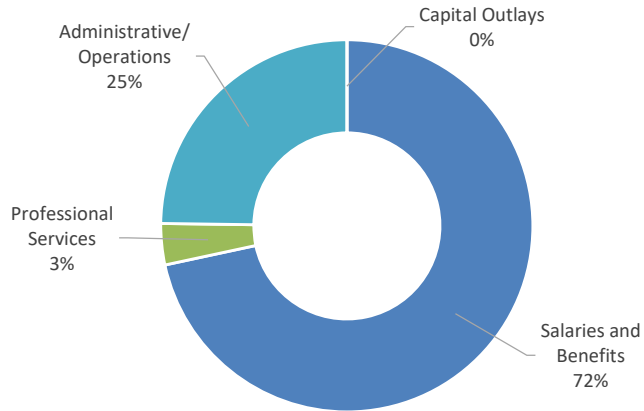
TOWN OF PALMER LAKE

Item 2.

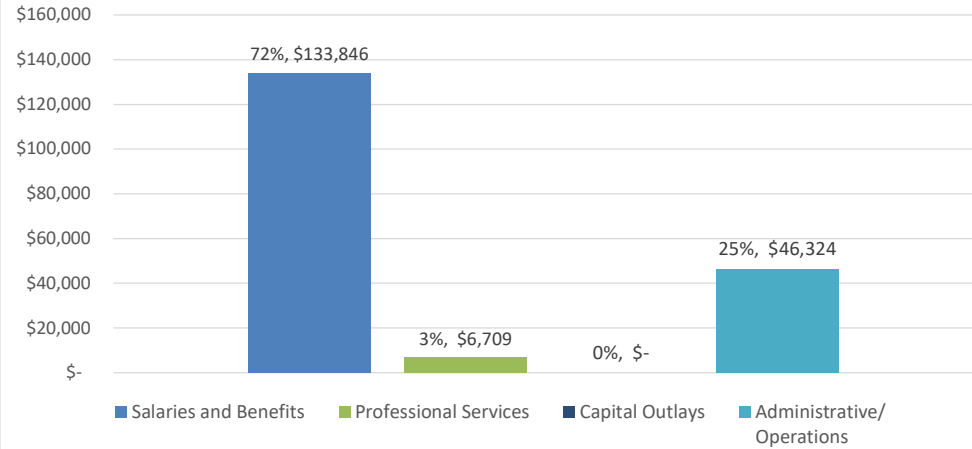
EXPENDITURE CHARTS GENERAL FUND

For the One Month Ended January 31, 2024
UNAUDITED

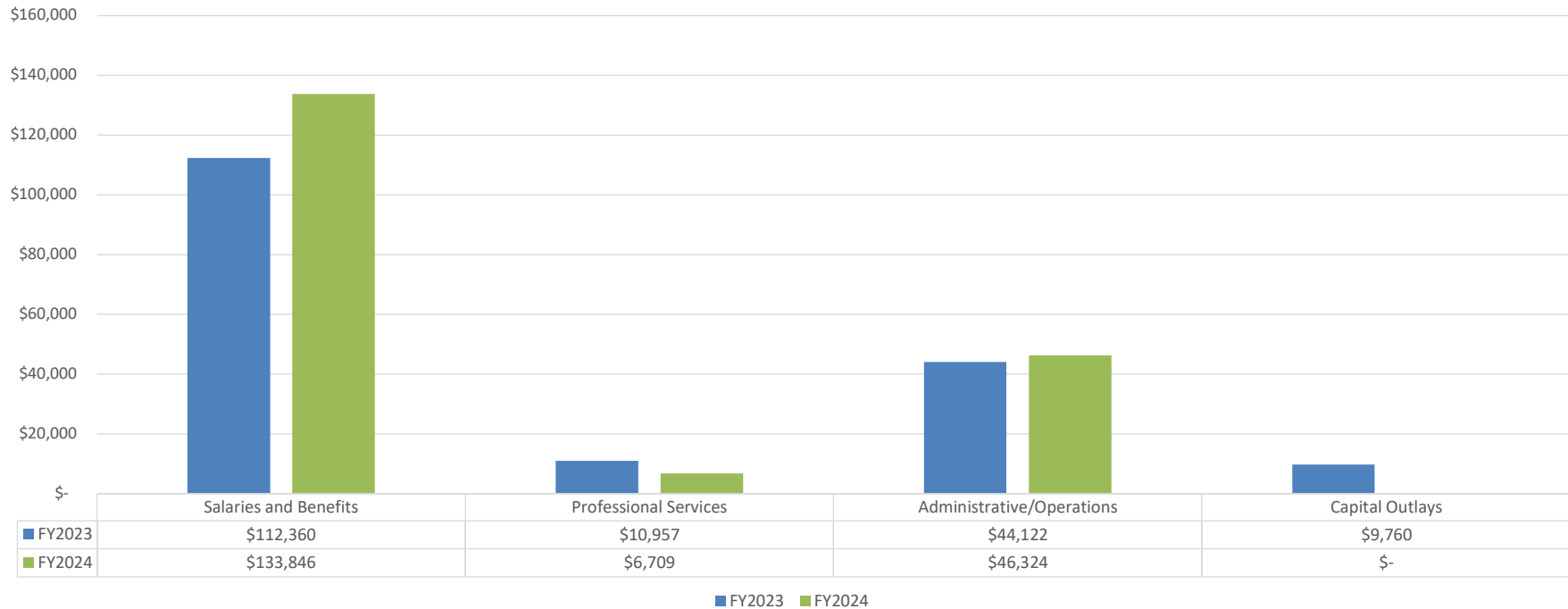
Expenditure Composition by Type - January 2024



Expenditure Composition by Type - January 2024



Expenditure Composition by Type - Prior Year Comparison



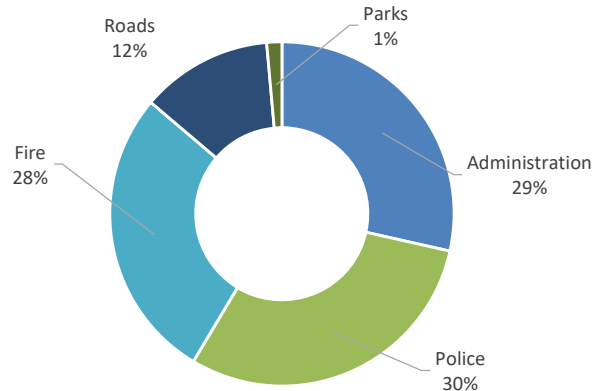
TOWN OF PALMER LAKE

Item 2.

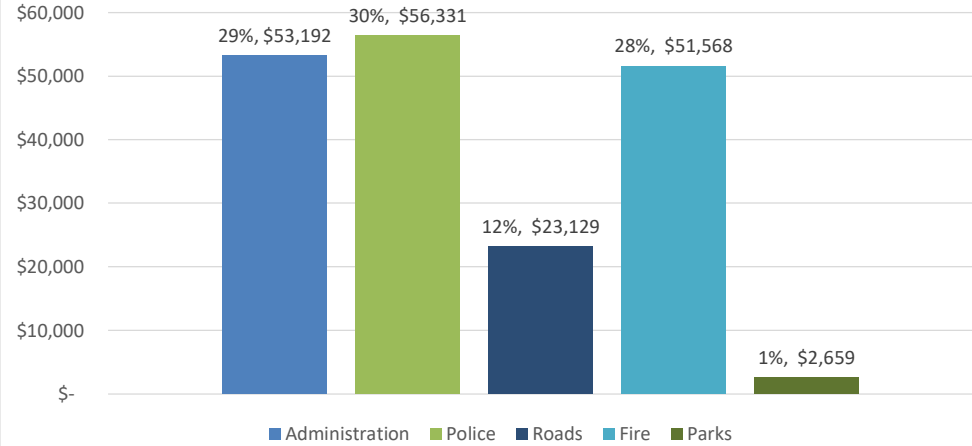
EXPENDITURE CHARTS GENERAL FUND

For the One Month Ended January 31, 2024
UNAUDITED

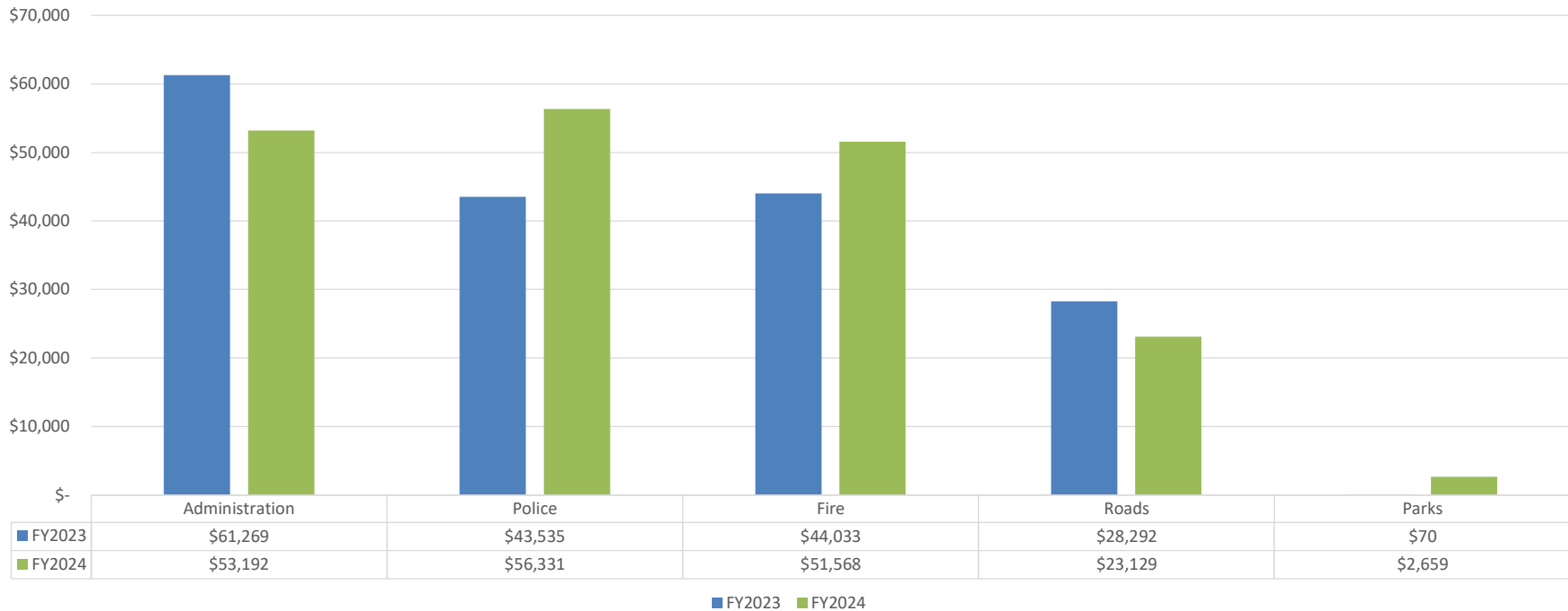
Expenditure Composition by Department - January 2024



Expenditure Composition by Department - January 2024



Expenditure Composition by Department - Prior Year Comparison

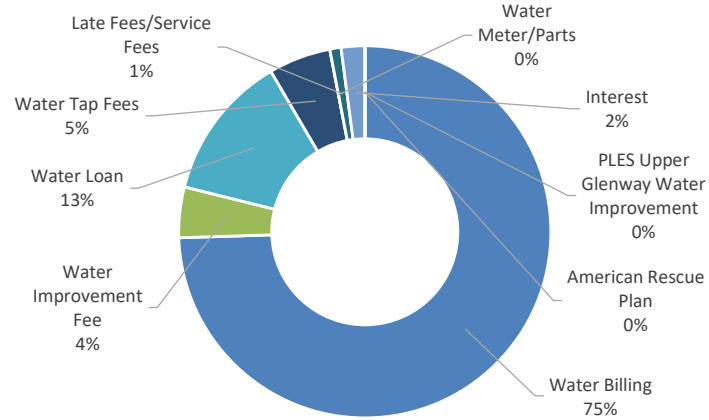


TOWN OF PALMER LAKE

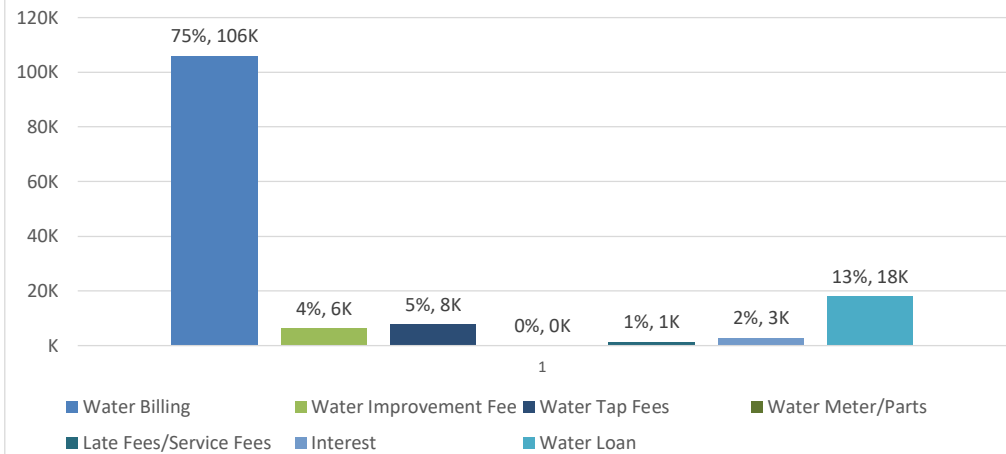
Item 2.

REVENUE CHARTS WATER ENTERPRISE FUND For the One Month Ended January 31, 2024 UNAUDITED

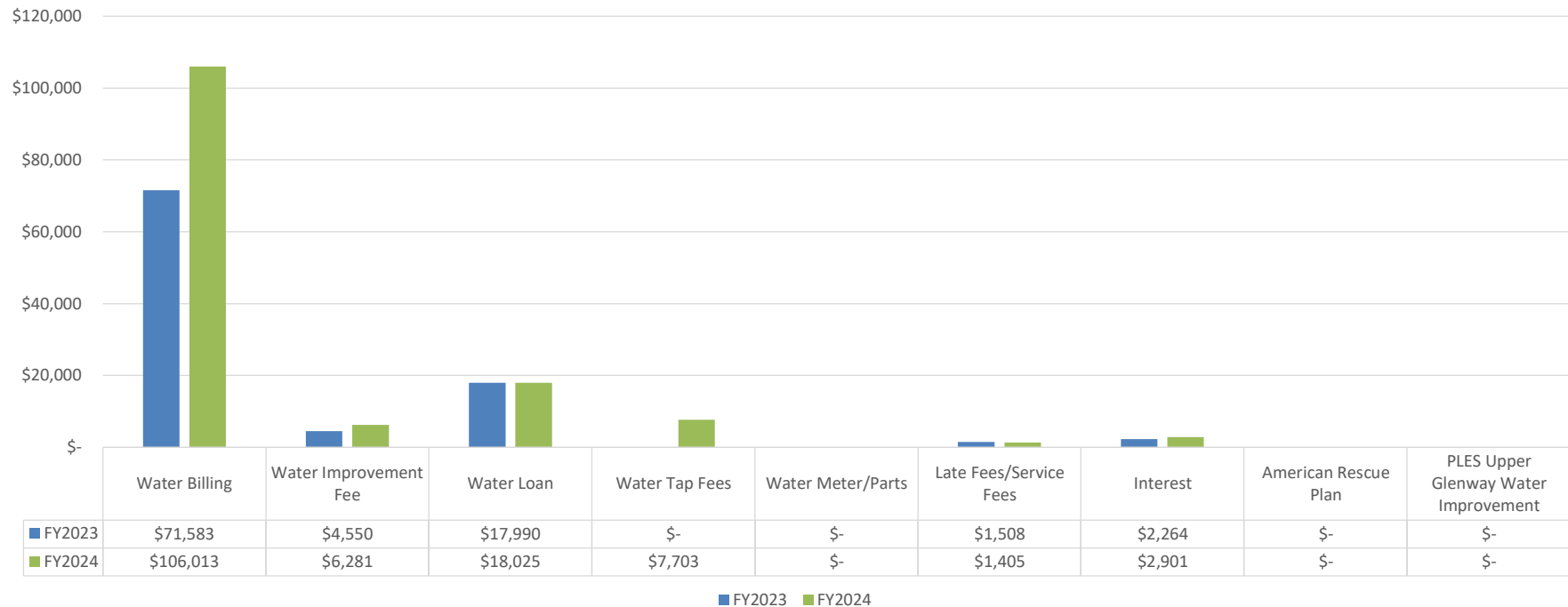
Revenue Composition - January 2024



Revenue Composition - January 2024



Revenue Composition - Prior Year Comparison

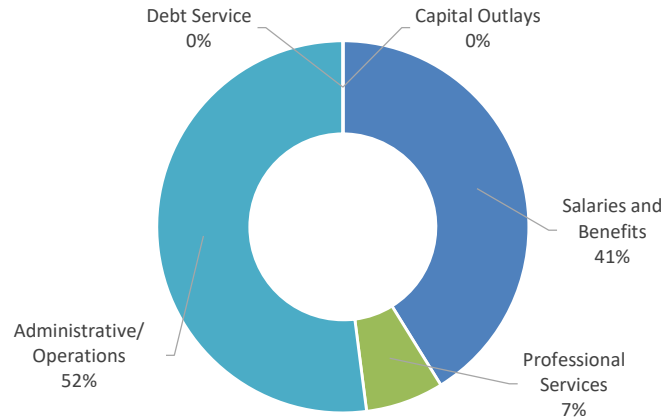


TOWN OF PALMER LAKE

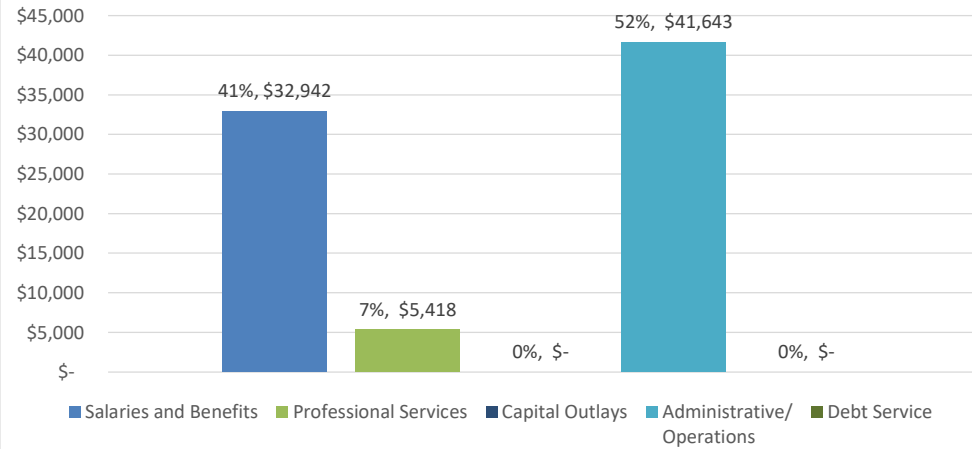
Item 2.

EXPENDITURE CHARTS WATER ENTERPRISE FUND For the One Month Ended January 31, 2024 UNAUDITED

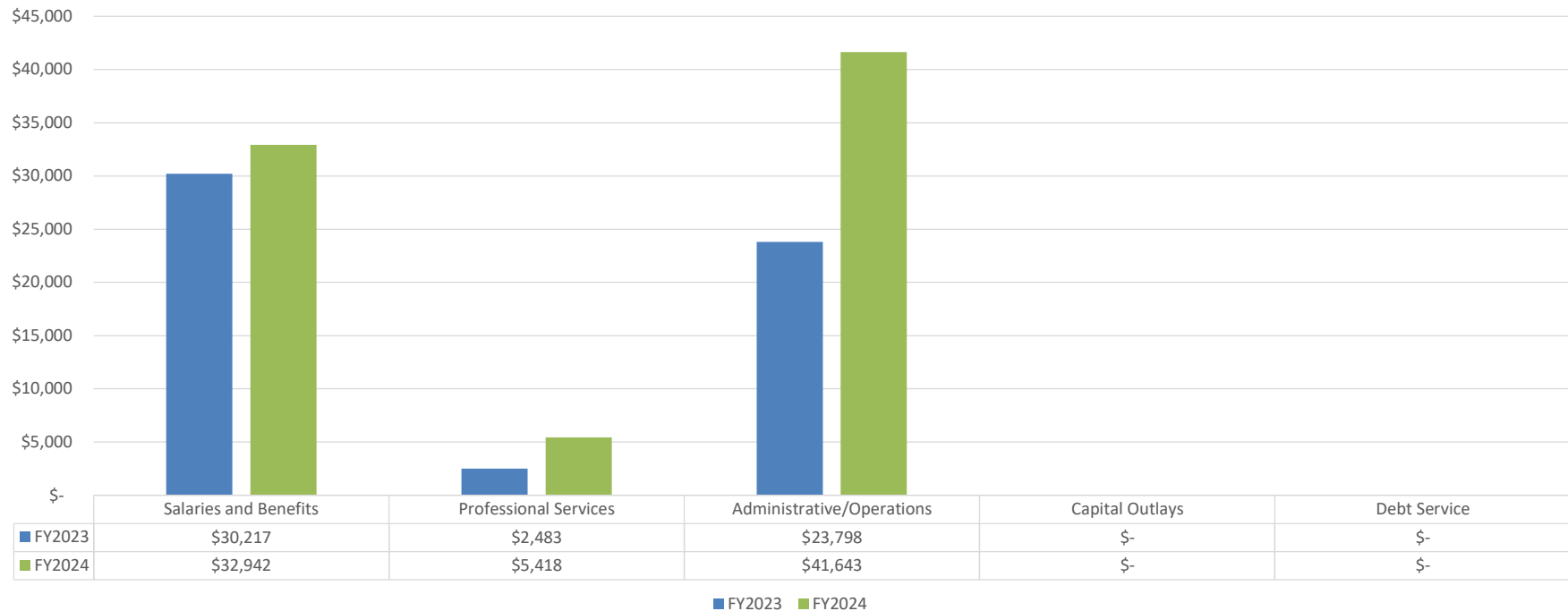
Expenditure Composition by Type - January 2024



Expenditure Composition by Type - January 2024



Expenditure Composition by Type - Prior Year Comparison



ANNEXATION IMPACT REPORT

for the

BEN LOMAND MOUNTAIN VILLAGE ANNEXATION INTO THE TOWN OF PALMER LAKE

Prepared for the:

TOWN OF PALMER LAKE

**GMS, Inc.
Consulting Engineers**

ANNEXATION IMPACT REPORT

FOR THE

BEN LOMAND MOUNTAIN VILLAGE ANNEXATION
INTO THE TOWN OF PALMER LAKE

PROJECT NO. 17071.123

DATE: JANUARY 26, 2024
UPDATED: JANUARY 29, 2024

PREPARED FOR THE:

TOWN OF PALMER LAKE
28 VALLEY CRESCENT
PALMER LAKE, CO 80133

PREPARED BY:

GMS, INC.
CONSULTING ENGINEERS
611 NORTH WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903

TELEPHONE: (719) 475-2935
TELEFAX: (719) 475-2938

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PURPOSE

This Annexation Impact Report (AIR) has been prepared for the Town of Palmer Lake regarding the Ben Lomand Mountain Village annexation proposed by the United Congressional Church (property owner). The data and information in this AIR is, in part, based on the limited documentation received to date by the Town of Palmer Lake regarding this property which is proposed for annexation. Due to the limited documentation that has been received as of the preparation of this AIR, exact data may not be known at this time and generalizations and assumptions have been made where appropriate to address the needs of this AIR.

BACKGROUND

Based on the documents received, the proposed area to be annexed is approximately 181.5 acres in size. It generally lies south of County Line Road, West of Indi Drive, and north and west of Capella Drive. All four of the parcels included in this area have a current El Paso County zoning of RR 5, and are proposed to be rezoned once annexed into the Town to RE Estate Zone in accordance with the Town of Palmer Lake zoning ordinances. The proposed future development of the annexed area is described as large lot, single family residential development on a minimum lot size of 2.5 acres. Ben Lomand Mountain runs through the southwest and south portions of the area to be annexed. That area is anticipated to remain in its natural state, rather than being developed for residential housing, due to the mountain's steep terrain, rock ledges and heavy tree cover.

The following figures have been included at the end of this AIR to illustrate the pertinent details of the area proposed for annexation. Figure No. 1 illustrates the existing corporate boundaries of the Town of Palmer Lake, as well as the boundary of the proposed area to be annexed. Figure No. 2 displays the current roadways and water mains within the vicinity of the area to be annexed. Other infrastructure and utilities have not been detailed as they are outside of the Town's public service responsibility. If provided by public systems, sanitary sewer service would be provided through the Palmer Lake Sanitation District, electric service would be provided by CORE Electric Cooperative, and natural gas service would be provided by Black Hills Energy. Figure No. 3 is a zoning map exhibit, prepared from the information included in the property owner's documentation submitted to the Town. The figure illustrates and describes the current and proposed zoning and land uses of the area to be annexed, as well as the for the immediately adjacent lands.

PUBLIC SERVICES

The Town of Palmer Lake is a statutory town in El Paso County, Colorado. Current Town Municipal Codes prescribe the process and requirements associated with the annexation of property into the Town of Palmer Lake. One of those requirements is an Annexation Agreement. As this process is in its early stages for the proposed area to be annexed, only a preliminary Annexation Agreement is available at this time. This preliminary agreement is included at the end of this AIR. The agreement will be refined as the annexation process proceeds, and a final executed agreement will be completed in accordance with the annexation process requirements.

The following public services are currently provided by the Town of Palmer Lake to its citizens; administrative services, police protection, fire protection, roadway maintenance and snow plowing, drainage maintenance for public facilities within public rights-of-way, and potable water service. Due to the proposed large lot arrangement indicated by the owner of the area to be annexed, extension of the Town's public services to the area can be accommodated with little impact. No site plan or conceptual development plan has been received for the area to be annexed. However, the limited documentation received indicates a sizable portion of the area to be annexed encompasses a portion of Ben Lomand Mountain. This area consists of steep terrain, sharply sloping topography, rock outcroppings, rock ledges and heavily treed slopes. A large portion of this terrain is anticipated to be undeveloped and therefore remain in its natural state. This fact combined with the proposed minimum lot size of 2.5 acres, results in the anticipated residential development being only a very small fraction of the population currently served by the Town's public services.

Based on the terrain conditions described above, it was assumed that a total area of approximately 130 acres may be available for development. Accounting for land dedications and rights-of-way for roads and other utilities or infrastructure of roughly 20% of that total area, that leaves a remaining buildable area of around 104 acres. Applying the minimum lot size of 2.5 acres to those 104 acres available, a total of approximately 41 lots could be developed in the area proposed to be annexed. Equating the average household size of Palmer Lake, currently at 2.4 persons per household, to those lots results in a total maximum population of 98 people. This is an increase in total Town population of less than 4%. For school aged children under 18 years of age, currently at approximately 11% of total Town population, the increase in student aged population for this area may be roughly 11 children. These are approximated assumptions for reference only, the Town has not received this detailed information as of yet to confirm any of the assumed values. As the annexation and development processes proceed, the actual numbers may vary from those estimated in this AIR.

Regarding police protection services, the Town currently employs five full-time police officers. These full-time officers are also supported by a number of part-time and reserve officers. The current staffing and facilities of the Palmer Lake Police Department are believed to be more than adequate to accommodate service to the proposed area to be annexed. Similarly, the Palmer Lake Fire Department employs four full-time staff, seven part-time staff and approximately 15 volunteers. Statistical information maintained for the Department over the years indicates that in 2022 the average response time for arrival on the scene was just over five minutes. Such an excellent response time strongly indicates that the Department is well staffed and is not stretched beyond their capabilities; and therefore, can adequately serve the proposed area to be annexed.

Regarding the public services of administration, roadway maintenance and snow plowing, drainage maintenance and potable water service, the area to be annexed will impose little to no effect on these services. The administrative efforts required to serve the new development would include the same services currently provided by the Town's administrative personnel. As a result, this would be a very minor addition to current workloads, and can be accommodated by the current staffing plan. The owner of the area to be annexed is proposing a homeowners' association (HOA) for the community. The HOA would govern the community and assume the responsibilities for maintenance of the new roadways and drainage system which will be constructed to serve the residential development. As such, minimal to no maintenance will be required by Town staff with regard to the roadways and drainage systems within the community. The Town may assume maintenance responsibility of that portion of County Line Road that abuts the area proposed for annexation. In that instance, the Town's current staffing and equipment are

fully capable of assuming that responsibility, as they are currently performing the same maintenance roles on portions of County Line Road that already lie within the Town's corporate boundary.

With regard to the potable water service provided by the Town, the area to be annexed plans to serve the future residential developments with individual wells and septic systems. This is due to the distant proximity of existing central water and wastewater systems to the area proposed for annexation. Therefore, there is no impact anticipated to the Town's public water system (public sewer system service would fall under the Palmer Lake Sanitation District and not the Town). Based on the assumptions outlined above, should public water service be extended to the annexation area, the Town's water resources, treatment facilities, distribution system and staffing would accommodate the future residential development of large lot RE Estate Zone parcels. All new infrastructure required to serve potable water to the area to be annexed must be designed and installed according to Town standards. The financing of any such new infrastructure would be the sole responsibility of the developer. The Town, in accordance with current Municipal Codes, would not finance any new infrastructure required by the new development.

ADDITIONAL CONSIDERATIONS FOR FUTURE DEVELOPMENT

In accordance with the Town of Palmer Lake Municipal Codes and standard protocol for development reviews and processing, a complete drainage study will be required for this area when developed. Drainage is a critical consideration in any development, and is of particular concern to the Town due to the steep slopes and mountainous terrain which is prevalent in the area. The Town has been issued a Municipal Separate Storm Sewer System (MS4) permit by the Colorado Department of Public Health and Environment, Water Quality Control Division. Under this permit, the Town is obligated to meet certain water quality standards of stormwater that is collected within the corporate boundaries and discharged to local water bodies. Once annexed, the proposed area would be included within the corporate boundaries of the Town, and therefore under the jurisdiction of the Town's MS4 regulations. The appropriate drainage evaluations and recommended improvements must be addressed in a drainage study to ensure the Town can remain compliant with their MS4 permit.

In addition to the drainage study, a traffic impact study will also be required when the area to be annexed is developed. This, too, is part of the Town's Municipal Code protocol for developments. The traffic study must evaluate the existing traffic conditions and the subsequent impact to those conditions should the area be fully developed as described. The appropriate recommendations must be made by the study in order to address the added traffic volumes and provide for the appropriate level of service and safety for traffic through the area. As the area to be annexed abuts the southern right-of-way of County Line Road, the annexation will impact the maintenance responsibility of County Line Road, which currently lies with El Paso County. The area's relatively close proximity to the I-25 / County Line Road interchange may also require additional considerations for the potential impact to that interchange and the existing CDOT infrastructure serving the interchange. Due to these points, and other points that may become apparent in the future, both the El Paso County Engineering Department and the Colorado Department of Transportation will be involved in the review of the drainage study and the traffic impact study.

It is also recommended that any future development of the area to be annexed include considerations of trails and connectivity between open spaces and mountain access points. The Ben Lomand Mountain Trail extends into the southwestern corner of the area proposed for annexation. The area is also in close

proximity to the New Santa Fe Regional Trail, the Santa Fe Open Space and the Ben Lomand Mountain Candidate Open Space identified by the El Paso County Department of Parks and Community Services. Maintaining appropriate recreational access and preserving the natural attributes of this specific area will be a strong consideration in any future development. Public trail easements may also be considered to ensure long-term protection and public enjoyment of the natural resources of the area. Future development plans must address these items and the El Paso County Department of Parks and Community Services will join the Town in the review of those documents.

SPECIAL DISTRICTS AND PUBLIC SCHOOLS

The area proposed to be annexed into the Town of Palmer lake does not currently include any known existing special districts within its borders. The area is contained within the boundaries of Lewis-Palmer School District 38. According to the school district's website, the area to be annexed would be served by the Palmer Lake Elementary School, the Lewis Palmer Middle School and the Palmer Ridge High School. The limited documentation received on the future development of the area to be annexed did not include an estimate of total residential units to be developed, nor did it estimate the potential number of students which may reside in the development. Based on the assumptions described earlier, approximately 11 student aged residents may be added by the development. Evenly distributing this between the elementary, middle and high schools serving the area results in a nominal addition of less than four students per school. At such low levels, new capital construction to accommodate the new students would not be anticipated as the existing schools would be able to absorb the new students within current staffing and infrastructure.

DRAFT ANNEXATION AGREEMENT

Item 5.

ANNEXATION AGREEMENT (BEN LOMAND MOUNTAIN VILLAGE ANNEXATION)

THIS ANNEXATION AGREEMENT ("AGREEMENT") is made and entered into as of the last date below undersigned. The parties to this Agreement are the Town of Palmer Lake, a Colorado statutory town ("TOWN") and The United Congregational Church, a Colorado nonprofit corporation ("DEVELOPER"). The Town and the Developer may be referred to herein in the singular as "PARTY" or collectively as "PARTIES."

RECITALS

This Agreement is entered into in reliance on the following facts, understandings and intentions of the parties:

1. The Town is a municipal corporation existing under the laws of the State of Colorado.
2. Developer is a duly organized nonprofit corporation, existing and in good standing under the laws of the State of Colorado.
3. Developer owns 181.5 acres, more or less, of real property located in unincorporated El Paso County, as described or depicted in **Exhibit A**, attached hereto and incorporated herein by reference ("SUBJECT PROPERTY"), which due to its unincorporated status is currently subject to El Paso County ("COUNTY") zoning regulations.
4. Developer also owns 163.0 acres, more or less, of real property that is contiguous to the Subject Property but situated within the municipal boundaries of Palmer Lake, as described or depicted in **Exhibit B**, attached hereto and incorporated herein by reference ("INCORPORATED PROPERTY").
5. Developer desires to ultimately cause the Subject Property and the Incorporated Property (together, the "COMBINED PROPERTY," comprising 344.5 acres, more or less) to be developed with single family dwelling units and associated accessory uses, and church and religious facilities and associated accessory uses (including, but not limited to youth centers, educational institutions, retreats, and houses of prayer).
6. Developer and Town agree that annexation of the Subject Property into the Town, in order to allow for development of the Combined Property as contemplated by this Agreement will provide economic growth opportunities, elevate property values, widen the range of housing opportunities, and potentially increase future tax revenues to the Town; that the annexation will also promote other public purposes and benefits; and that accordingly, the Town Board of Trustees ("BOARD") desires to effectuate the annexation of the Subject Property and provide assurances to the Developer as to the future development of the Subject Property and Combined Property.
7. On or about [DATE], Developer filed a Petition for Annexation of the Subject Property into the Town pursuant to C.R.S. § 31-12-107 ("PETITION").

8. On or about [DATE], the Town determined that the Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1).

9. Town and Developer desire concurrent annexation and initial zoning of the Subject Property, and agree that the annexation ordinance and initial zoning ordinance will be processed and voted upon within ninety (90) calendar days of Town's receipt of complete applications for annexation and rezoning.

10. The Board and Developer agree that the annexation will not become final unless and until all of the following conditions are met, and Developer is relying upon the assurances provided by such representations in maintaining its Petition:

a. The Board approves an ordinance establishing the initial zoning for the Subject Property as Residential Estate ("RE") (formerly known as R1 Estate), and the application of same to further applications for development approval for the Subject Property shall be modified as provided herein; and

b. The Board approves an ordinance rezoning the Incorporated Property to Residential Estate ("RE") (formerly known as R1 Estate), and the application of same to further applications for development approval for the Incorporated Property shall be modified as provided herein.

11. According to the Colorado Court of Appeals, C.R.S. § 31-12-108.5(1)(b) contemplates that annexation agreements are a routine step in the annexation process for determining the terms upon which annexation will be accomplished.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Town and the Developers, the parties agree as follows:

I. Definitions.

The words and phrases used in this Agreement have the meanings that are set forth in the above recitals and in this Section, and where not so defined, the ordinances of the Town in effect on the date of mutual execution of this Agreement.

1. The phrase "Accessory Dwelling Unit" means a building or part of a building in which complete and independent living facilities are provided for one or two people, including permanent provisions for living, sleeping, eating, cooking, and sanitation, which is located on the same lot (and may be located within the same building) as a single-family detached dwelling unit, and which is clearly subordinate in scale to the single-family detached dwelling unit.

2. The phrase "Annexation Date" means the date on which the annexation that is contemplated by this Agreement becomes legally effective in accordance with C.R.S. § 31-12-113(2)(a)(II)(A).

3. The phrase “Commencement Date” means the date of mutual execution of this Agreement, or the date Developer files its petition for annexation of the Subject Property, whichever is later.

4. The word “Developer” means The United Congregational Church, a Colorado nonprofit corporation, its successors, or its assigns (to the extent that same own any portion of the Subject Property in fee-simple). Notwithstanding the foregoing, the word “Developer” does not include purchasers of individual platted lots (whether residential or non-residential), purchasers of condominium units (if any), or holders of security interests in the Subject Property or a portion thereof.

5. The word “Development” means the subdivision of land that is subject to this Agreement, the site planning of land that is subject to this Agreement, or the construction of improvements upon said land, each or all to facilitate or provide for the Intended Uses.

6. The phrase “Intended Uses” means those uses of the Combined Property that are contemplated by this Agreement, as set out in Recital 5, above.

7. The phrase “Master Plan” means the plan adopted by the Town for guiding and controlling the physical development of land use and circulation in and around the Town of Palmer Lake, as adopted pursuant to C.R.S. § 31-23-101, et seq.

8. The phrase “Single-Family Detached Dwelling Unit” means a building that is separated from other buildings, within which complete and independent living facilities for one household are provided, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A single-family detached dwelling unit may also include an accessory dwelling unit.

9. The phrase “Subdivision Regulations” means those regulations adopted by the Town pursuant to C.R.S. § 31-23-201, et seq., and contained in the Town Code, as the same may be amended from time to time by ordinance of general applicability throughout the Town.

10. The word “Term” means the term of this Agreement, as set out in Section II hereof.

11. The phrase “Town Code” means the Municipal Code of the Town of Palmer Lake, as adopted and as amended from time to time by the Board.

II. Term of Agreement.

1. Sections III, IV, VI, VIII, IX, X, XI, XII, XIII, XIV, and XV of this Agreement are effective upon the Commencement Date. Annexation shall be completed within six months after the Commencement Date (“ANNEXATION DEADLINE”). If annexation is not completed by the Annexation Deadline, Developer and Town may agree to postponement of the Annexation Deadline to a date certain in their sole discretion, or Developer may pursue the remedies set out in Section XIII.

2. Commencing on the Annexation Date, all of this Agreement shall become effective, and the Term of this Agreement shall be fifteen (15) years. After the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, such termination shall not affect:

- a. The incorporated status of the Subject Property or the Incorporated Property or any part thereof, as it then exists;
- b. Any vested property rights (either statutory or common law) obtained during the Term and contemplated to continue after termination;
- c. Any rezoning or allowed land uses that were permitted during the Term; or
- d. Rights arising from Town permits, approvals, or other entitlements for the Subject Property, Incorporated Property, or Combined Property that were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement, including but not limited to any rights obtained through final plat and subdivision of the Property, site plans, or development agreements, however titled.

3. Alternatively, upon full performance of all terms herein, the Parties may agree to record an acknowledgment that this Agreement is fully performed and therefore terminated.

III. Consent to Annexation.

1. Developer has petitioned or will promptly petition for the annexation of the Subject Property described and depicted in the attached **Exhibit A**. Developer hereby consents to the annexation of the Subject Property, subject to the terms of the Petition for Annexation and this Agreement, including but not limited to the contingencies specified in Section IV, below.

2. The Town shall enter into this Agreement prior to approval by the Board of the annexation, and the Parties agree that the binding effect of this Agreement and the effectiveness of the annexation and zoning of the Subject Property in accordance with the Developer's application is expressly conditioned upon such approval by the Board and the execution and delivery of this Agreement by all Parties.

IV. Contingencies.

1. The following contingencies ("CONTINGENCIES") shall be satisfied, or alternatively, waived in writing by the Developer, prior to the completion of the Annexation as provided in C.R.S. § 31-12-113(2)(a):

- a. The Board approves an ordinance establishing the initial zoning for the Subject Property as Residential Estate ("RE") (formerly known as R1 Estate), the application of which shall be subject to the terms set forth herein; and
- b. The Board approves an ordinance rezoning the Incorporated Property to RE Estate (formerly known as R1 Estate), the application of which shall be subject to the terms set forth herein.

2. The Parties acknowledge that until the Contingencies have been satisfied, or alternatively, waived in writing by Developer, this Agreement shall be subject to the Developer's right to withdraw the Petition in accordance with applicable law until the date of enactment of the Annexation Ordinance.

3. If the Contingencies are not satisfied, or alternatively, waived in writing by Developer, on or prior to the date that is sixty (60) days after the date of adoption of the Annexation Ordinance, the Town shall mark all copies of the Annexation Map "VOID," and shall not cause the Annexation Ordinance or Annexation Map to be delivered to the El Paso County Clerk and Recorder. The Town shall promptly provide the Developer with written certification by the Town Clerk of the Town's compliance with this requirement.

4. If and only if the Contingencies are timely satisfied, or alternatively, waived in writing by Developer, the Town shall promptly record with the El Paso County Clerk and Recorder this Agreement, the Annexation Ordinance, and the Final Annexation Map for the Subject Property, and shall take such other steps as required by Colorado law, including C.R.S. § 31-12-113(2)(a), to finalize the Annexation. All copies of the Annexation Map shall contain a note that the Subject Property is subject to this Agreement.

5. If Developer withdraws the Petition or if the Contingencies are not timely satisfied, or alternatively, waived in writing by Developer, then Developer may thereafter petition the Town Board and / or petition the District Court for El Paso County for disconnection of the Incorporated Property (described in **Exhibit B**) from the Town pursuant to C.R.S. § 31-12-701, *et seq.* ("DISCONNECTION PETITION"). Town agrees that it will not oppose a judicial Disconnection Petition under any circumstances and will not take any action or fail to take any action that would result in unreasonable delay of the disconnection proceedings.

6. Developer acknowledges that the annexation and zoning of the Subject Property are subject to the plenary legislative discretion of the Board and the rights of initiative and referendum reserved unto the citizens of the Town. No assurances of annexation or zoning have been made or relied upon by Developer. However, if the contingencies of this Section IV are met, then upon annexation the terms of this Agreement, specifically including (but not limited to) Section V, below, shall bind the parties for the Term of this Agreement.

V. Post-Annexation Obligations of the Town; Use and Development of Subject Property; Applicable Regulations, Generally.

1. Except as otherwise provided in this Agreement, upon annexation, all subsequent development and use of the Subject Property shall be in general conformity with the Master Plan and in compliance with the requirements of the Town Code. The Town may amend, replace, supplement, or repeal the Master Plan and Town Code from time to time in its sole and absolute discretion, subject only to the limitations of state law, the Constitution of the State of Colorado, and the Constitution of the United States. All Town Code provisions now in existence, and as the same may be adopted, amended, or repealed from time to time, shall be applicable to the development and use of the Subject Property, except as modified by this Agreement.

2. Upon the Annexation Date, and for the Term of this Agreement, and notwithstanding anything to the contrary in the Town Code, Developer shall have the right to:

- a. Subdivide the Combined Property into not more than 80 lots for the purposes of constructing single-family detached dwelling units; and

b. Develop one single-family detached dwelling unit per lot, as well as such accessory dwelling units as may be permissible by Town Ordinance or Colorado law; and

c. Develop up to the balance of the Combined Property (that is not used for single-family residential uses) for churches and religious facilities and associated accessory uses (including, but not limited to youth centers, educational institutions, retreats, and houses of prayer) or comparable facilities that must be provided “equal terms” pursuant to the Religious Land Use and Institutionalized Persons Act (“RLUIPA”), 42 U.S.C. § 2000cc. Such uses shall be permitted “as-of-right” and shall not be subject to conditional use permit review.

d. Utilize all or part of the Combined Property for any other purpose allowed by the Residential Estate (“RE”) Zone District (formerly known as R1 Estate) as of the Effective Date of this Agreement, in accordance with the Town Code. The land uses that are allowed within the RE Zone District are specified in the Town Code. No different or additional uses shall be permitted on the Combined Property unless approved by the Town pursuant to the requirements and procedures set out in the Town Code and applicable state law.

e. Provide access to subdivided lots by way of private streets, which may (at Developer’s sole option) be secured by gates, and which may be constructed at grades of up to 10 percent, in general, and grades of more than 10 percent, but not more than 12 percent, in segments of 300 feet or less. Except as modified herein, the dimensions and design of private streets shall be the same as the Town requires for public streets.

f. Provide parking for residential and non-residential uses as set forth in the Town Code as it existed on the Effective Date of this Agreement, or, if a future Town Code allows less parking, Developer may waive this right and opt to comply with the Town Code in effect at the time of Developer’s application for development approval.

g. Establish individual lot areas and setbacks to suit the types and sizes of single-family detached dwelling units that Developer desires to construct, provided that: (a) lot areas and setbacks are sufficient to accommodate a private well or onsite wastewater treatment system, or both, if centralized water or centralized sewer service, or both, are not provided to the lot; (b) lot areas and setbacks are sufficient to allow for emergency access as required for fire protection; (c) all buildings are constructed in accordance with then-applicable building and fire codes; and (d) the gross density of the Combined Property at build-out does not exceed two principal dwelling units per five acres of land, with fractions rounded up.

3. Developer shall not be obligated to provide more open space than the Town Code requires as of the Effective Date of this Agreement.

4. Developer may, in Developer’s sole discretion, propose to develop the Combined Property in phases. The Town agrees phased development of the Combined Property is appropriate. Developer may designate planning areas for phased development (or sub-phases), and may develop more than one planning area simultaneously.

5. The Town shall not impose new exactions, dedication requirements, or impact fees upon development within the Combined Property that are not set out in the Town Code as of the Effective Date of this Agreement.

6. Notwithstanding anything to the contrary in the Town Code from time to time regarding subdivision review procedures, during the Term of this Agreement, the process for Town review of subdivision applications pertaining to the Combined Property will be no more burdensome than the process set forth in this Section V.6., which summarizes Town Code requirements as of the Effective Date of this Agreement.

a. Each application for approval of a preliminary subdivision plat or a final subdivision plat shall be reviewed for completeness by the Town Administrator or his, her, or their designee within ten days after submission. Applications shall be deemed to be complete unless the Town notifies the Developer in writing within such ten day period that the application is incomplete and specifies the additional materials that need to be submitted in order to complete the application. The time periods for review that are set out in subsections V.6.b. and V.6.c. do not commence until a complete application has been submitted.

b. Review of applications for preliminary subdivision plat approval by the Planning Commission at a public hearing shall be conducted within 30 days after submission of a complete application for preliminary plat approval. The Town shall ensure that the hearing is properly noticed, including required public notice to adjacent property owners to the extent required by Town Code, and certified letters to surface owners, mineral owners, lessees of mineral owners, to the extent required by state law. Upon determination that an application is deemed complete, the application shall be electronically referred to interested agencies (e.g., via email, file transfer service, or similar protocol). Thereafter, the agencies shall have a comment period not to exceed 21 days following the date of the referral.

c. Review of applications for final plat approval by the Planning Commission shall be conducted within 30 days after submission of a complete application. The Town shall ensure that the hearing is properly noticed, including required public notice to adjacent property owners to the extent required by Town Code, and certified letters to surface owners, mineral owners, lessees of mineral owners, to the extent required by state law. Review and approval, approval subject to conditions, or denial of the final plat by the Board of Trustees shall occur at the next regular meeting of the Board of Trustees after the Planning Commission provides its recommendation.

d. Unless consented to by Developer, none of the hearings contemplated by this process may be continued for a period of more than 30 days. The time limits for such processes shall not be increased beyond those described above.

e. Developer shall not be required to utilize Planned Unit Development procedures in order to exercise the rights that are conferred by this Agreement.

7. The rights conferred under this Agreement do not preclude the application on a uniform and non-discriminatory basis of Town regulations of general applicability (including, but not

limited to, building, fire, plumbing, electrical and mechanical codes) that are not specifically contrary to the terms of this Agreement and that do not prevent the rights conferred by this Agreement from being exercised, as all of such regulations exist on the date of this Agreement or as they may be enacted or amended after the date of this Agreement. The Developer does not waive its right to oppose the enactment or amendment of any such ordinance, resolution, or regulation on the same basis that any other member of the public could present such opposition.

8. Except as provided in Section V.7., above, this Agreement does not create any particular rights with regard to signage, lighting, or landscaping, except that plans for same may, at Developer's option, be limited to each phase of development that is the subject of a particular development approval.

9. The Board shall terminate the lease between the Town and Palmer Lake Sports Riders for all of the land owned by the Town that is subject to said lease (generally located to the Northwest of the Incorporated Property and bounded on the West by County Line Road, hereinafter "Town Property") within 90 days after the Town approves the first preliminary plat for the Subject Property, Incorporated Property, or Combined Property. There will be a respectful mutual agreement between the Parties regarding the Town Property in advance of any development, leasing, or sale of same.

VI. Land Dedications and Water Rights.

1. No water rights will be exchanged, nor tap fees charged, as part of the Annexation, rezoning, or development of the Combined Property. Developer may retain any and all underlying groundwater rights associated with the Combined Property, and shall be entitled to use said groundwater at Developers' discretion in accordance with Colorado law, notwithstanding the provisions of Town Code § 13.40.040 or any other provision of the Town Code.

2. To the extent the Town Code requires, or Developer volunteers, dedications of land to the Town, or if the Town elects to condemn any portion of the Subject Property, the underlying groundwater and mineral rights of the land to be dedicated or condemned shall remain with the Developer or its successor in title at the time of such dedication or condemnation.

VII. Infrastructure and Municipal Services.

1. Generally. Town agrees to provide the Combined Property with such municipal services that it currently provides within the Town, and on terms and conditions on which such services are provided generally to other properties within the Town, except that the Parties agree that the Town will not provide water, sewer, or roadway service and maintenance to the Combined Property because it is contemplated that the Intended Uses will be served by:

a. As to water, individual wells or some other system to be installed, maintained, owned, and operated by the Developer, Owners' Association, or Special District formed by the Developer, at no cost to the Town;

b. As to sewer, onsite wastewater treatment systems ("OWTS") or a private or publicly owned sanitary sewer collection and treatment system to be created by the Developer, Owners' Association, or Special District formed by Developer, or other sanitation district with capacity and willingness to provide service, at no cost to the Town; and

- c. As to roadway service and maintenance, private roads that are constructed and maintained at no cost to the Town.

The provisions of this Section VII shall not be construed as a limitation upon the authority of the Town to adopt ordinances, rules, regulations, resolutions, policies, or codes that impose or change charges or costs for any service or class of service, or any other charges, so long as they apply throughout the Town uniformly, or to the class of service uniformly, or to all users of a particular utility system (such as a particular water system or sewer system) uniformly. Developer is solely responsible for permits and approvals that are required for OWTS or sewer services that are not provided by the Town.

2. Potable Water. Although individual domestic water wells are contemplated, Developer may install a potable water system for purposes of serving lots within the Subject Property or Combined Property. The potable water system and the water rights associated therewith shall remain the property of Developer following annexation and will not be transferred to the Town. Developer may assign its rights and obligations under this Section VII.2. to an Owners' Association or Special District formed by Developer.

3. Non-Potable Water. Developer may install a non-potable water system for purposes of irrigating landscaping. The non-potable water system and the water rights associated therewith shall remain the property of Developer following annexation and will not be transferred to the Town. Developer may assign its rights and obligations under this Section VII.3. to an Owners' Association or Special District formed by Developer.

4. OWTS. The Town will not prohibit or object to OWTS on the Combined Property. Developer shall install, maintain, repair, and replace OWTS in compliance with applicable regulations, including but not limited to county and state regulations that are in effect at the time of such installation, maintenance, repair, or replacement. All OWTS shall be inspected and approved by the County Health Department according to its rules.

5. Alternative Sewer Service Arrangements. In the alternative to OWTS, Developer may elect to create a Special District or connect to facilities provided by an existing sanitation district with the capacity and willingness to serve. The Developer acknowledges that on the Commencement Date, the Town is not able to provide sewer service, and the Developer has the duty to provide for wastewater treatment to serve the Intended Uses.

6. Roads. Developer shall be responsible for construction, maintenance (including snow removal), and repair of all roadways located within the Combined Property, at no cost to the Town. Developer shall not be responsible for reconstruction, maintenance (including snow removal), or repair of streets lying outside of the limits of the Combined Property, including but not limited to County Line Road. However, if based upon a traffic study or otherwise, it is determined that construction within the County Line Road right-of-way is necessary to provide for adequate ingress to or egress from the Subject Property, the construction of such entrance, exits, acceleration or deceleration lanes or otherwise, will be the responsibility of Developer. Developer may assign its rights and obligations under this Section VII.6. to an Owners' Association or Special District formed by Developer.

7. Other Utilities. Developer is responsible for providing necessary services to the Subject Property in terms of electricity, natural gas, and telecommunications, at no cost to the Town, and acknowledges that easements and servitudes in the Combined Property may be required in order to provide same.

8. Drainage.

a. The Parties acknowledge that the Subject Property is subject to MS4 regulations and requirements. Developer will submit a plan for compliance to the Town during the subdivision process for the filing or phase that is the subject of the subdivision application prior to the initiation of any development of the Subject Property. Proposed development shall comply with the Town's MS4 requirements.

b. The plan associated with each Final Plat or phase of development shall address the drainage needs of the area that is subject to such Final Plat or phase as well as the drainage needs between the area that is subject to such Final Plat and other areas of the Combined Property. The specific drainage plan shall be subject to review and approval by the Town as provided by Town Code.

c. In the event that a discharge permit under the Clean Water Act (33 U.S.C. § 1251, *et seq.*) or any other discharge permit is required by a federal, state or local governmental agency, Developer shall be responsible for obtaining such permits without cost to the Town.

d. The Developer shall own and maintain all drainage facilities. The Town shall never be required to accept any responsibility for maintenance of any drainage facilities or drainage improvements within the Subject Property. Developer may assign its rights and obligations under this Section VII.8.d. to an Owners' Association or Special District formed by Developer.

VIII. Covenants, Conditions, and Restrictions; Owners' Associations; and Special Districts.

1. Developer reserves the right to impose covenants, conditions, and restrictions ("CCRs") upon all or any portion of the Combined Property, and to form one or more Owners' Associations for all or any portions of the Combined Property, which may assume responsibilities for collecting common expenses and enforcing CCRs.

2. Developer reserves the right to form upon all or any portion of the Combined Property one or more special districts or quasi-municipal political subdivisions for providing public utilities and facilities, including constructing, maintaining, and repair of roadway, water lines, sanitary sewer lines, and/or other infrastructure for the benefit of all or any portion of the Combined Property. The Town agrees to cooperate with the Developer in good faith with respect to the creation of such special districts or quasi-municipal political subdivisions.

IX. Annexation Impact Report (C.R.S. § 31-12-108.5).

The parties recognize that C.R.S. § 31-12-108.5 requires the Town to "prepare an impact report concerning the proposed annexation" ("IMPACT REPORT") unless the requirement is waived by the

County. Town shall provide Developer with the opportunity to review and comment on the Impact Report, but Developer shall not be responsible in any manner for the preparation of the Impact Report. Further, the Town represents to Developer that the Town has confirmed with the County that the County's position is that except with regard to being entitled to delivery of the Impact Report, the County is not otherwise a participant in the annexation process.

X. Agricultural Use.

The Combined Property is currently being used in part for agricultural purposes. After annexation, Developer may continue to use any or all of the Combined Property for agricultural purposes regardless of its zoning, with the exception of platted lots upon which a single-family home either exists or is under construction.

XI. No Obligation to Develop.

Developer cannot warrant that the Subject Property, Incorporated Property, or Combined Property will be developed for the Intended Uses by any particular date. As such, this Agreement will not be construed to create any obligation (express or implied) upon Developer to commence the use of the Subject Property, Incorporated Property, or Combined Property for the Intended Uses. Developer will not have liability arising under this Agreement to the Town, or to any other third-party, for failure to commence development for the Intended Uses.

XII. Cooperation.

The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this Agreement, and will execute such additional documents and perform such functions and tasks as necessary to effectuate the same, including but not limited to creation and execution of agreements referenced herein. Developer will provide legal documents, surveys, engineering work, newspaper publication, maps, reports, and other documents necessary to accomplish the annexation and initial zoning of the Subject Property and the other provisions of this Agreement, in a timely manner.

XIII. Default, Notice and Cure, and Remedies

1. If a Party alleges that the other Party is in default under this Agreement, the Party shall provide the other Party with written notice of same ("NOTICE OF DEFAULT"). The Party who is alleged to be in default shall have thirty (30) days following receipt of the Notice of Default ("CURE PERIOD") to cure the alleged default. The Cure Period shall be extended if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, provided that Party who is alleged to be in default commences the corrective action within thirty (30) days and diligently pursues such cure thereafter.

2. If Developer fails to cure an alleged default within the Cure Period, Town may seek any or all of the following remedies: (a) injunctive relief; (b) specific performance; (c) withholding of any pending applications or approvals, including but not limited to Final Plans, subdivision applications, building permits or certificates of occupancy, to the extent such applications and approvals relate to the Developer that is alleged to be in default; and (d) any other remedies

permitted under the Subdivision Regulations, the Town Code, or otherwise available at law or in equity, other than damages. Nothing herein shall be interpreted to prevent Developer from defending against allegations of default, including but not limited to asserting that no default has occurred, or asserting that the alleged default has been cured.

3. If Town does not cure an alleged default within the Cure Period, including but not limited to ensuring that the provisions of Sections IV, V, VI, and VII are applied during development review, Developer may seek any or all of the following remedies: (a) injunctive relief; (b) specific performance; (c) disconnection of the Subject Property, the Incorporated Property, or the Combined Property; and (d) any other remedies available at law or in equity, other than damages. Developer acknowledges that remedies may be limited by the Colorado Governmental Immunity Act to the extent it may be applicable.

XIV. Agreement to Run with the Land.

This Agreement shall constitute a covenant running with the land. This Agreement shall be binding on the Developer and future assigns of the Developer and all other persons who may purchase or hold fee-simple title to any portion of the Subject Property from the Developer or any persons hereinafter having any interest in the Subject Property or portion thereof. In the event that all or a part of the Subject Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners of any portion of the Subject Property after such sale, transfer or conveyance shall be jointly and severally liable for all the obligations required by this Agreement.

XV. Miscellaneous.

1. Notice. Any notice required or permitted under this Agreement will be deemed to be received when delivered by electronic mail or personally in writing, or five (5) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To Developer

Roger Sung, President of Board of Directors
United Congregational Church
3195 County Line Road
Monument, CO 80132

With a copy to

Todd G. Messenger, Esq.
Fairfield and Woods, P.C.
1801 California Street, Ste. 2600
Denver, CO 80202

With a copy to

Matthew J. Buster
Manhard Consulting
7600 E. Orchard Road, Ste. 150-N

To Town

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

With a copy to

Matthew Z. Krob, Esq., Town Attorney
Krob Law Office, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

Greenwood Village, CO 80111

Either Party may change the address to which notice is to be sent by providing notice in the manner set forth in this Section.

2. Choice of Law. In all litigation arising out of this Agreement, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of El Paso County.

3. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this Agreement and any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

4. Interpretation. Nothing contained in this Agreement shall constitute or be interpreted as a general repeal of any provision of the existing Town Code or as a waiver or abrogation of the Town's legislative, executive, administrative, or judicial governmental or police powers to promote and protect the health, safety, or general welfare of the Town or its inhabitants.

5. Conflicts with Town Code. In the event of an inconsistency between the Town Code and the more specific provisions that have been negotiated in connection with the Development and are reflected in this Agreement, the provisions of this Agreement shall govern and take precedence over the Town Code.

6. Severability; Amendment. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, it is the intention of the Parties that any such covenant, term, condition, or provision may be modified or amended by a court to render it enforceable to the maximum extent permitted by the laws of the State of Colorado. If such modification or amendment is not practicable, it is the intention of the Parties that such covenant, term, condition, or provision be severed from this Agreement with no effect upon the remaining provisions of this Agreement provided that the intention of this Agreement is carried out without a substantial alteration in the rights and responsibilities of the Parties hereto. This Agreement may be amended only by an instrument in writing signed by the Town and Developer.

7. Referendum. In the event that the ordinances to be considered by the Town relative to the annexation and zoning of the Subject Property become the subject of a citizen-petitioned referendum, the ordinances subject to such referendum, and this Agreement, shall be suspended pending the outcome of the referendum. If the result of the referendum election is to reject such annexation or zoning, all of the provisions contained herein shall be null and void and of no effect, Developer shall have the option to seek disconnection of the Incorporated Property, and if the Town Board refuses to disconnect the Incorporated Property, the Town specifically waives its right to oppose a petition for judicial disconnection. Conversely, if the result of such referendum election is to affirm such annexation and zoning, the Subject Property shall be deemed finally annexed and zoned, and the Parties shall remain bound by all of the terms and conditions contained herein.

8. Entire Agreement. This Agreement, the Petition, and the Development and Vested Rights Agreement embody the whole agreement of the Parties with respect to the terms and

conditions of annexation of the Subject Property. This Agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto with respect to such matters. If adopted by the Town, the parties agree that the ordinances approving annexation and initial zoning of the Subject Property may contain additional matters pertinent to the integration of the Property into the Town and development of the Property, provided that same are not inconsistent herewith and do not frustrate the development of the Combined Property for the Intended Uses.

9. Assignment.

a. This Agreement runs with the land, and Town consent is not required for successors in title to become obligated under this Agreement. Developer may also assign its rights and obligations hereunder in whole or in part to ground lessees of the Subject Property or any portion thereof with the Town's written permission, which permission will not be unreasonably delayed or withheld. No such assignment shall release the Developer from any obligations imposed upon it by this Agreement, including restrictions on the Subject Property, unless a specific release has been given by the Town Manager in writing. The Town may, but shall not be obligated to, release the Developer or the Subject Property from any or all requirements hereunder; however, any such release shall not become effective until it is executed by the Town Manager and recorded in the real property records of El Paso County.

b. The liabilities and obligations under this Agreement of a transferee, grantee, assignee or successor of Developer will run with the land but extend only to liabilities and obligations that relate to the specific property acquired, and shall not impose any liabilities or obligations relating to other portions of the Subject Property. All such persons and entities shall be deemed to have had actual and constructive notice of the provisions of this Agreement and of their obligations and liabilities arising under it, as a consequence of their purchase of all or a portion of the Subject Property subsequent to the date of recording of this Agreement in the records of the Clerk and Recorder of El Paso County, Colorado. Likewise, as the result of such sale or transfer by Developer, Developer shall be relieved of the liabilities and obligations relating solely to the specific real property sold and that have no effect or impact, either direct or indirect, on any of the other portions of the Subject Property over which Developers still have obligations or liabilities under this Agreement.

10. Colorado Governmental Immunity Act. Nothing in this Agreement is intended to waive, expressly or by implication, the monetary limitations or any rights, immunities, or protections provided to the Town by the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et seq.*) ("CGIA") as amended from time to time. Similarly, nothing in this Agreement is intended to waive, expressly or by implication, Developer's right to assert that the CGIA does not apply in any given circumstance.

11. Costs of Preparation and Approval. To the maximum extent allowed by law, each party to this Agreement will bear its own costs with respect to the preparation, review, and approval of this Agreement.

12. Funds Availability. Financial obligations of the Town, if any, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The Town does

not warrant that funds will be available to fund this Agreement beyond the fiscal year in which it is executed.

13. Counterparts; Electronic Delivery. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed counterparts of this Agreement may be delivered by e-mail (pdf) or other electronic means (*e.g.*, DocuSign) and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures.

FOR THE TOWN:

Town of Palmer Lake,
a Colorado statutory town

By: _____
Glant Havenar, Mayor

ATTEST:

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

Approved as to form:

By: _____
Matthew Z. Krob, Town Attorney

FOR DEVELOPER:

United Congregational Church,
a Colorado nonprofit corporation

By: _____
Roger Sung,
President of Board of Directors

State of Colorado }
 } ss:
County of El Paso }

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Roger Sung, as President of Board of Directors of United Congregational Church, a Colorado nonprofit corporation.

Witness my hand and official seal:

My commission expires: _____ By: _____
Notary Public

EXHIBIT LIST

Exhibit A, Subject Property

Exhibit B, Incorporated Property

EXHIBIT A

Subject Property

DRAFT

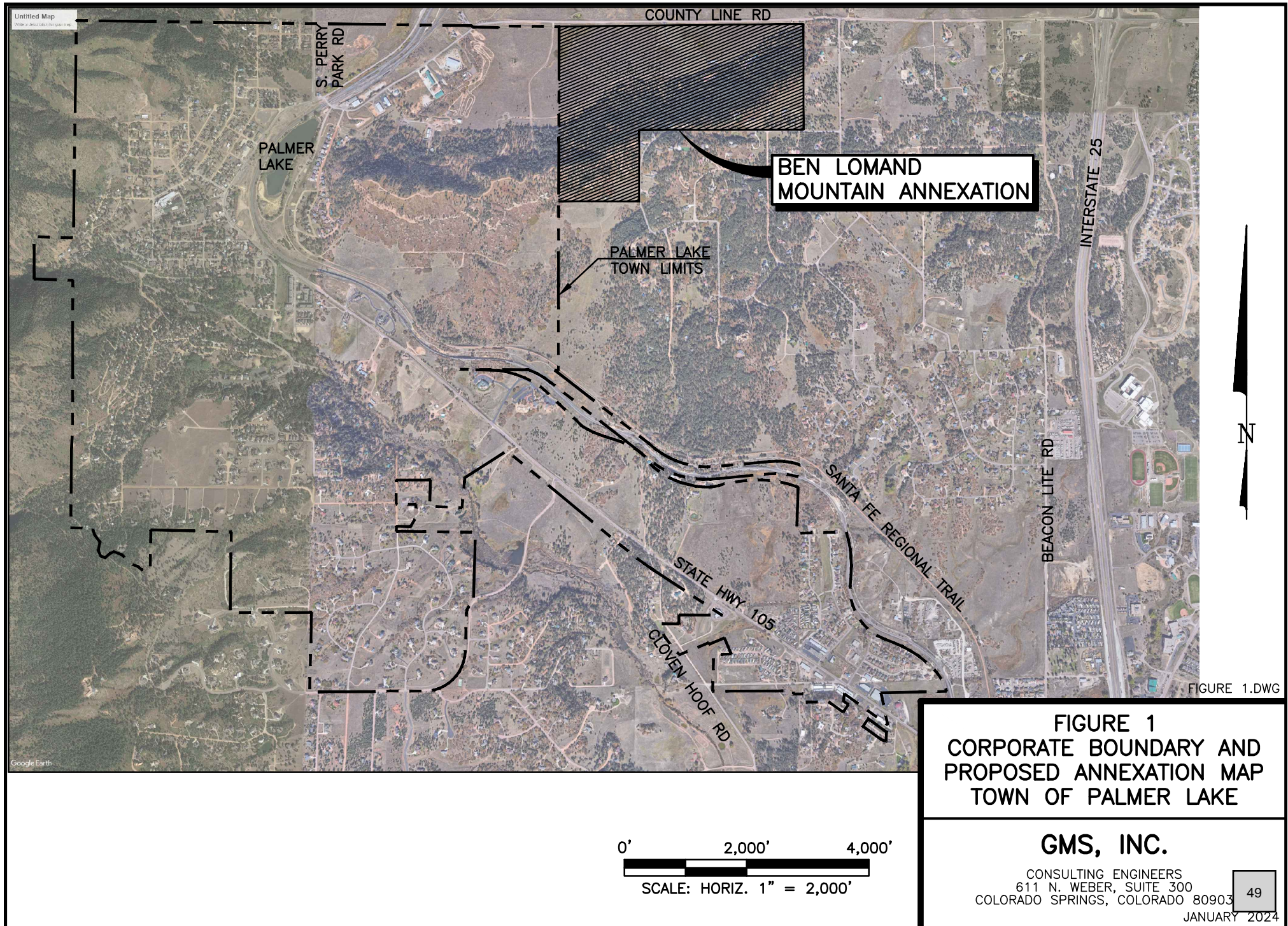
EXHIBIT B

Incorporated Property

DRAFT

FIGURE NOS. 1 THROUGH 3

Item 5.



LEGEND

- OHE OVERHEAD ELECTRIC LINE
- UGE UNDERGROUND ELECTRIC LINE
- ELECTRIC LINE POWER POLE
- Gas NATURAL GAS
- 6"W POTABLE WATER MAIN w/ SIZE
- SS SANITARY SEWER MAIN
- SANITARY SEWER MANHOLE

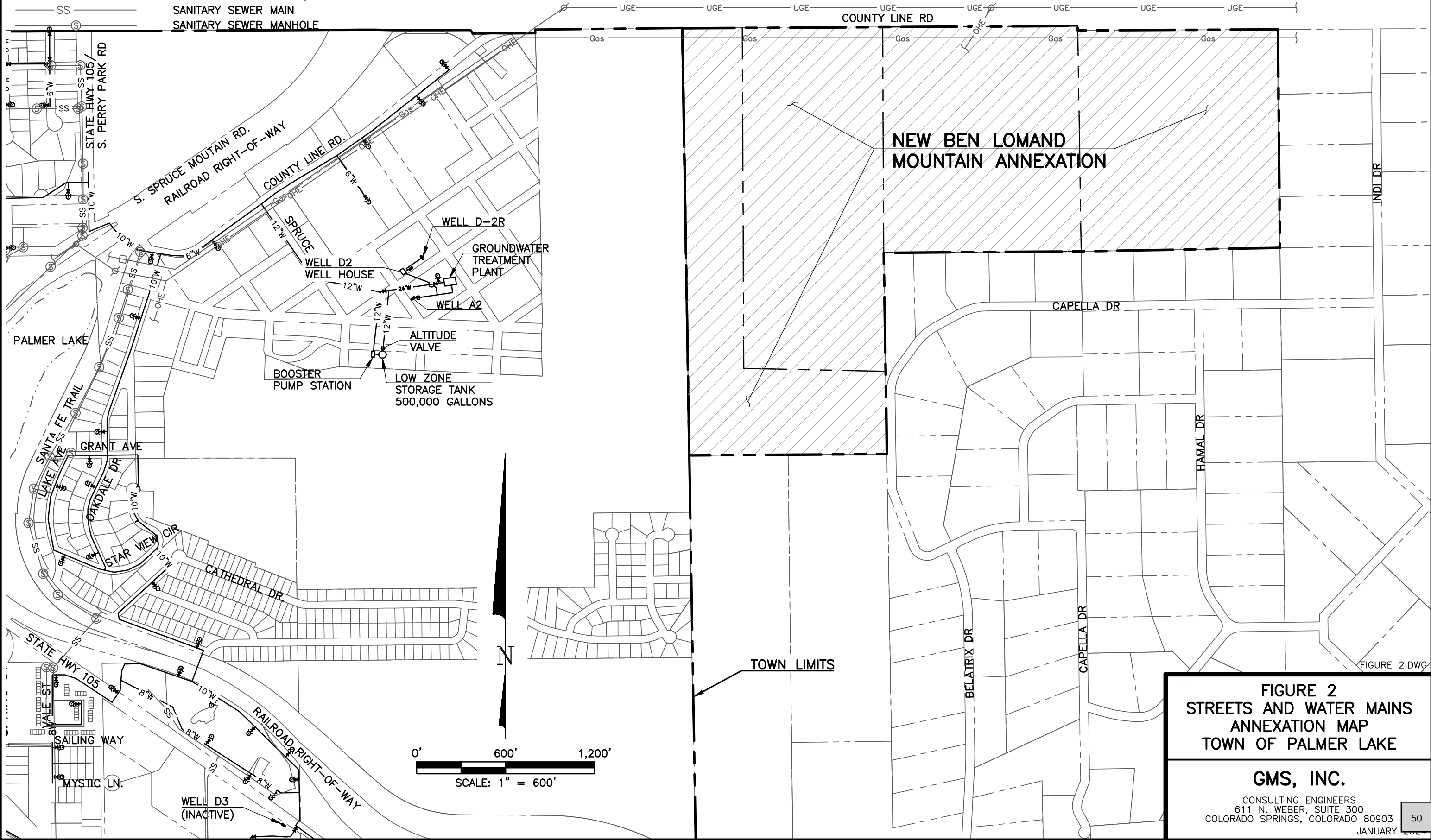


FIGURE 2
STREETS AND WATER MAINS
ANNEXATION MAP
TOWN OF PALMER LAKE

GMS, INC.

CONSULTING ENGINEERS
611 N. WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903

JANUARY 2021

ZONE: OS
DOUGLAS COUNTY BOCC
USE: EXEMPT – OPEN SPACE CONSERVATION

ZONE: A1
USE: AGRICULTURE

ZONE: A1
USE: AGRICULTURE

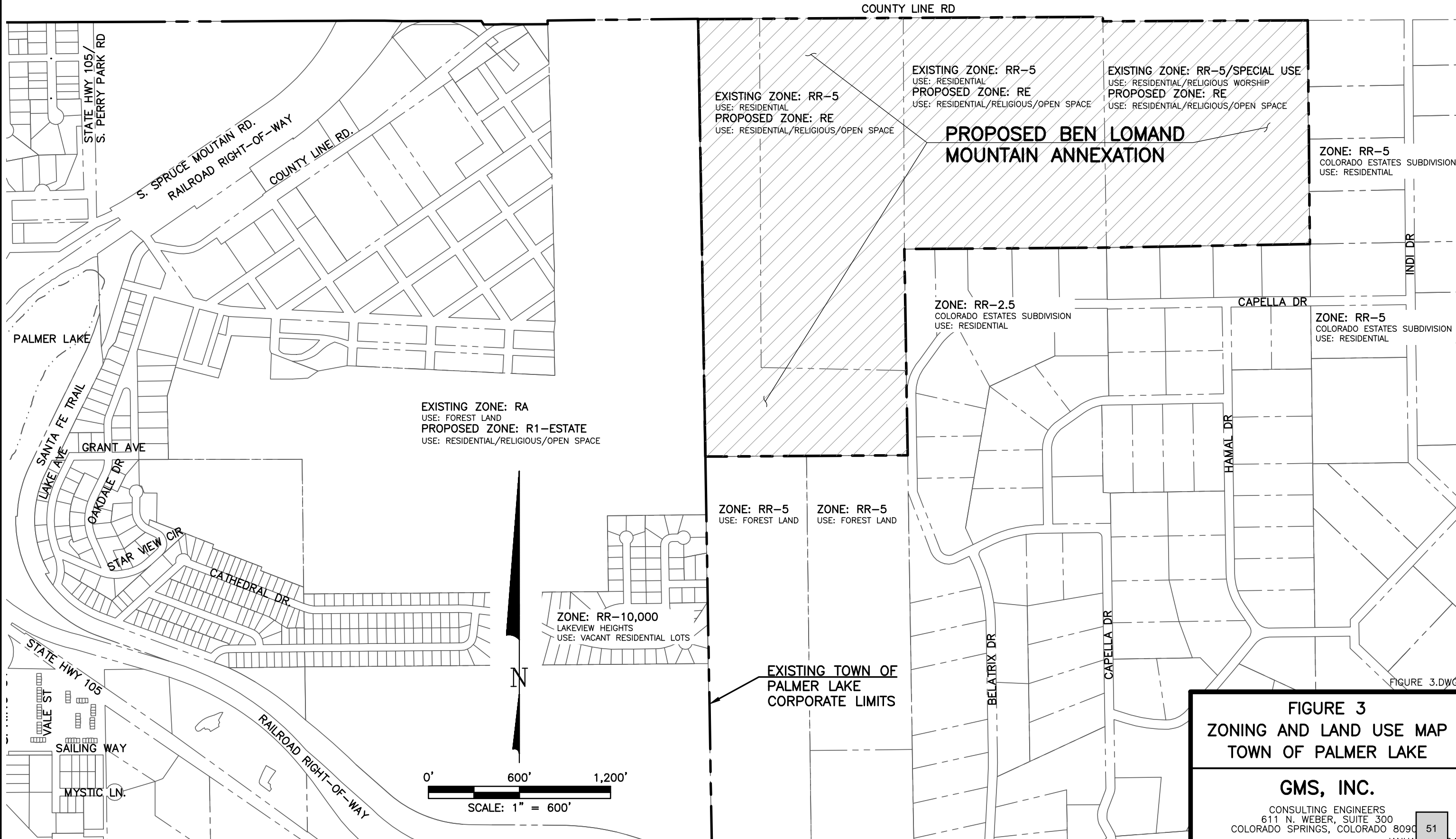


FIGURE 3
ZONING AND LAND USE MAP
TOWN OF PALMER LAKE

GMS, INC.

CONSULTING ENGINEERS
611 N. WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80901



KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: Palmer Lake Board of Trustees

From: Scotty P. Krob, Town Attorney

Date: February 21, 2024

Re: General description of annexation process and timeline

THE ANNEXATION PROCESS GENERALLY

This memo is being provided as a general discussion of the annexation process. It is not intended as legal advice to any specific person or entity and anyone involved in an annexation or considering an annexation should consult with their own attorney.

Annexations are governed primarily by Sections 31-12-101, et seq., of the Colorado Revised Statutes. There are three primary steps in the annexation, assuming 100% of the owners of the property proposed for annexation desire to be annexed to the Town.

1. Submission of annexation petition and map and setting hearing for determining whether the property is eligible to be annexed. During this stage, the property owner drafts and files with the town clerk a petition asking to have their property annexed and attaching an annexation map showing the property in relation to the Town. Upon receipt of the petition and annexation map, the town clerk is to bring the matter to the Board of Trustees at their next meeting, and the Board adopts a resolution reflecting the intent of the property owner to annex to the Town, noting that the petition substantially complies with what annexation petitions are supposed to contain, and setting it for a hearing (sometimes referred to as an eligibility hearing, or sometimes an annexation hearing) to

be held within 30 to 60 days. The resolution adopted by the Board at this first step is sometimes referred to as a resolution of intent to annex, finding of substantial compliance, and setting annexation hearing or sometimes referred to as a resolution setting eligibility hearing.

2. Eligibility hearing. At the date and time set by the Board for the eligibility hearing, the Board considers whether the petition and the property satisfy the requirements of the statutes, primarily Sections 31-12-104 and 31-12-105, C.R.S. Those statutes require the Board to look at things like whether the property boundary is 1/6 contiguous with the Town's boundaries, whether there is a community of interest between the Town and the property, whether the area is urban or will be urbanized, whether the property is integrated or capable of being integrated with the Town, whether the proposed annexation would split a parcel of property, detach land from a school district, or extend the Town's boundaries more than three miles, and other factors. At the conclusion of the eligibility hearing, the Board is to adopt a resolution setting forth its findings related to the criteria contained in Sections 31-12-104 and 31-12-105, C.R.S. and determining that the property is either eligible or ineligible for annexation. Please note that merely adopting the resolution finding property is eligible for annexation does not annex the property to the Town.
3. Annexation. This final step is the actual annexation of the property. This a purely discretionary decision by the Board of Trustees. The Town is never obligated to annex property and the Town can determine the terms and conditions on which the property is to be annexed. Likewise (other than enclaves) a property owner cannot be compelled to annex their property to the Town. Annexation usually does not occur unless it is agreed to by both parties - the Town and the property owner. The terms of the agreement are usually set forth in an annexation agreement. Annexation is accomplished by the Town Board of Trustees adopting an ordinance. The annexation usually approves the annexation thereby making the property a part of the Town, approves the annexation agreement, and zones the property. There is no set time within which the annexation is to be finalized. It can occur at the same time as the eligibility hearing or at some future date after the parties have finished negotiating the annexation agreement.

While strict compliance is required with the substantive provisions of the annexation statutes, such as the one-sixth contiguity requirement, only substantial compliance is required with the procedural aspects of an annexation. For example, in the Ben Lomand annexation the Board is currently considering, there was some delay in getting the annexation impact report materials to the County for its review. However, since the report was provided and the County's comments were received before the Board made a related decision, the substantive requirements were strictly complied with and procedural requirements were substantially complied with.

A general timeline of the annexation is set forth below, however it is primarily for illustrative purposes and the specific timeline for any particular annexation should be determined by consulting with your own attorney.

TIMELINE FOR ANNEXATION

The process for annexation of property showing the time frame for accomplishing the various requirements for an annexation under the Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*

<u>Date</u>	<u>Action Required</u>
	Petition for Annexation ("Petition") signed and submitted. Petition referred to Council by City/Town Clerk.
	Send notice by regular mail to landowners abutting the annexed road, advising of their right to petition for annexation on "the same or similar terms and conditions." C.R.S. § 31-12-105(1)(e.3).
1	City/Town Council adopts Notice of Public Hearing ("Notice") and Resolution of Intent to Annex ("Resolution of Intent"), Finding Substantial Compliance, and Setting Annexation Hearing.
3	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31-12-108(2).
10	Send a copy of the Notice, Resolution of Intent and Petition to the Board of County Commissioners, County Attorney, and any special districts and school districts serving the area proposed to be annexed. C.R.S. § 31-12-108(2).
10	Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31-12-108(2).

- 10 City/Town begins preparation of Annexation Impact Report (“AIR”) for filing with the Board of County Commissioners, pursuant to C.R.S. §31-12-108.5, unless the Board of County Commissioners waives the requirement, or the property to be annexed is ten acres or less.]. The impact report must include the following:
1. A map or maps of the City/Town and adjacent territory, showing:
 - a. Present and proposed boundaries of the City/Town in the vicinity of the annexation;
 - b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of streets and utility lines in the vicinity of the proposed annexation;
 - c. The existing and proposed land use pattern in the areas to be annexed.
 2. A copy of any draft or final annexation agreement.
 3. A statement setting forth the plans of the City/Town for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation.
 4. A statement setting forth the method under which the City/Town plans to finance the extension of the municipal services into the area to be annexed.
 5. A statement identifying existing districts within the area to be annexed.
 6. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.
- 15 File AIR, if required, with the Board of County Commissioners.
- 17 Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31-12-108(2).
- 24 Publish Notice and Resolution of Intent in newspaper of general circulation in the area proposed to be annexed. C.R.S. § 31-12-108(2).
- 30 Request certificate of publication from owner, manager or editor of newspaper. Add certificate to the record at annexation hearing. C.R.S. § 31-12-108(2).
- 35 City/Town Council conducts public hearing on annexation petition. C.R.S. § 31-12-109.
- 35 After hearing, pursuant to C.R.S. § 31-12-110, City/Town Council adopts a resolution identifying findings of fact.

- 35 After hearing City/Town Council adopts Ordinance Approving Annexation. C.R.S. § 31-12-113.
- 35 After hearing City/Town Clerk signs Certificate of Annexed Plat.
- 36 Original Annexation Ordinance and one copy of the annexation map filed in the office of the City/Town Clerk. C.R.S. § 31-12-113(2)(a)(I).
- 36 Three certified copies of the annexation ordinance and map, containing a legal description, filed for recording with the County Clerk and Recorder. C.R.S. § 31-12-113(2)(a)(II)(A).
- 36 Effective date of Annexation. C.R.S. § 31-12-113(2)(b).
- 40 County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Division of Local Government of the Colorado Department of Local Affairs. C.R.S. 31-12-113(2)(a)(II)(B).
- 40 County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Department of Revenue. C.R.S. 31-12-113(2)(a)(II)(B).

TOWN OF PALMER LAKE

RESOLUTION NO. 13-2024

A RESOLUTION MAKING FINDINGS REGARDING THE ELIGIBILITY FOR ANNEXATION TO THE TOWN OF PALMER LAKE, COLORADO, OF CERTAIN UNINCORPORATED PROPERTY OWNED BY THE UNITED CONGREGATIONAL CHURCH AND COMMONLY REFERRED TO AS BEN LOMAND MOUNTAIN

WHEREAS, United Congregational Church (“the Applicant”) is the owner of real property described on Exhibit A, attached (“the Property”), commonly referred to as Ben Lomand Mountain, which is located in unincorporated El Paso County, Colorado adjacent to the Town of Palmer Lake; and

WHEREAS, the Applicant has filed a Petition for Annexation and an Annexation Map, requesting that the Property be annexed to and made a part of the Town of Palmer Lake; and

WHEREAS, whether to annex the Property is a discretionary decision to be exercised by the Board of Trustees of the Town of Palmer Lake; and

WHEREAS, before the Board of Trustees can decide whether it wishes to exercise its discretion to annex the Property, it must first determine that the Property is eligible to be annexed to the Town of Palmer Lake; and

WHEREAS, the criteria and limitations to be applied in order to determine whether property is eligible to be annexed to a town are set forth in the Colorado Constitution, Article II, Section 30, and the Colorado Revised Statutes, primarily Sections 31-12-104 and 31-12-105, and are reflected in the Findings set forth below.

WHEREAS, notice of a public hearing to determine the eligibility of the Property to be annexed was given as required by law; and

WHEREAS, the public hearing on said annexation petition was conducted commencing on January 25, 2024 and properly continued to February 22, 2024, in accordance with the requirements of law.

FINDINGS

Based on the Petition and Annexation Map, as well as the statements and materials presented during the public hearing in connection with this matter, the Board of Trustees finds as follows in relation to the Property described on Exhibit A:

1. Not less than one-sixth of the perimeter of the area proposed to be annexed as described on the attached Exhibit A is contiguous with the existing boundaries of the Town of Palmer Lake.

2. As a result of such contiguity as well as other considerations, a community of interest exists between the Property and the Town of Palmer Lake, Colorado, and the Property is urban or will be urbanized in the near future.
3. The Property is integrated with or is capable of being integrated with the Town of Palmer Lake, Colorado.
4. If the Property is annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts of real estate, would be divided into separate tracts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
5. If the Property is annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the year next preceding the annexation, has been included without the written consent of the landowners.
6. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
7. The proposed annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
8. The petition for annexation of the Property meets the requirements of law and is in proper order for annexation for the Property.
9. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year, or to the extent the proposed annexation extends beyond such three (3) mile limit, confining the annexation to such three (3) mile limit would have the effect of dividing a parcel of property held in identical ownership and at least fifty (50%) percent of the said property is within the three (3) mile limit.
10. The entire width of any public street or alley to be annexed is included within the proposed annexation.
11. The proposed annexation would not result in denial of reasonable access to landowners, owners of easements, or owners of franchises to use the Town's public ways.
12. The Petition for annexation of the Property was signed by owners of 100% of the Property exclusive of streets and alleys.

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

- A. The property described in the attached Exhibit A is eligible for annexation to the Town of Palmer Lake, Colorado and all requirements of law have been met to make such property eligible for annexation, including the requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended.
- B. No election is required pursuant to Section 31-12-107(2), C.R.S., or any other law of the State of Colorado, as the petition to annex the Property was signed by 100% of the owners of the Property.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO THIS 22nd DAY OF FEBRUARY, 2024.

Votes Approving	_____
Votes Opposed:	_____
Absent:	_____
Abstained:	_____

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

ANNEXATION PETITION

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

In support of this Petition, the petitioners allege and submit the following and make the within requests:

1) That it is desirable and necessary to annex the property shown on Exhibit A, attached hereto, comprising a total of 344.5 acres more or less. Of those 344.5 acres, 163 acres are already included within Palmer Lakes boundaries. This Annexation Petition seeks to annex the remaining 181.5 acres into the Town of Palmer Lake.

2) That the area sought to be annexed to the Town of Palmer Lake meets the requirements of section 31-12-104 and 105 C.R.S. of the Municipal Annexation Act of 1965, as amended, in that:

a. Not less than one-sixth of the perimeter of the described property is contiguous to the Town of Palmer Lake. The property for which annexation is sought has a total of 2884.52 feet contiguous to the Town of Palmer Lake.

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

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

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

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

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

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

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

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

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

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

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

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

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

9) Upon annexation, property owners utilizing residential wells, or a private water system will not be required to dedicate water rights. (Ordinance 8-1985).

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

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

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

ROGER Sampford, C.E.

Petitioner Name

Petitioner Name

Signature

Date

Signature

Date

STATE OF COLORADO)
COUNTY OF El Paso) ss.

Subscribed and sworn to before me this 17th day of October, 20 23
by Roger Sung

Brandi Murphy
Notary Public

My commission expires:

03/04/2025



BEN LOMAND MOUNTAIN ANNEXATION MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF EL PASO, STATE OF COLORADO

ANNEXATION DESCRIPTION

THAT UNITED CONGREGATIONAL CHURCH, A COLORADO NON–PROFIT CORPORATION, BEING THE OWNER OF CERTAIN LANDS IN EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THAT LOCATED IN THE NORTHEAST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PALMER LAKE, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 IS ASSUMED TO BEAR NORTH 00°56'43" WEST AND BEING MONUMENTED AT THE SOUTH END BY A 2.5" IRON PIPE WITH A 3" IRON CAP STAMPED, "WC CTR, SEC 4, T11S, R67W" AND AT THE NORTH END A 3.5"ALUMINUM CAP STAMPED, "EL PASO COUNTY DOT, 2001, LS 17496" IN A MONUMENT BOX.

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 4, THENCE NORTH 89°43'19" EAST, ALONG THE NORTH LINE OF NORTHEAST QUARTER (NE1/4) OF SAID SECTION 4, A DISTANCE OF 2667.48 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4;

THENCE NORTH 89°45'36" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) OF SAID SECTION 3, A DISTANCE OF 1348.27 TO THE WEST SIXTEENTH CORNER OF SAID SECTION 3;

THENCE SOUTH 00°42'21" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1502.49 FEET, TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 3;

THENCE SOUTH 88°58'55" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1340.17 FEET TO THE NORTH SIXTEENTH CORNER COMMON TO SECTION 3 AND SECTION 4;

THENCE SOUTH 89°34'51" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1335.76 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE SOUTH 00°55'25" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1359.73 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE SOUTH 89°35'08" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1332.89 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) OF SAID SECTION 4, NORTH 00°56'43" WEST, A DISTANCE OF 2884.45 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,909,153 SQUARE FEET OR 181.5692 ACRES, MORE OR LESS.

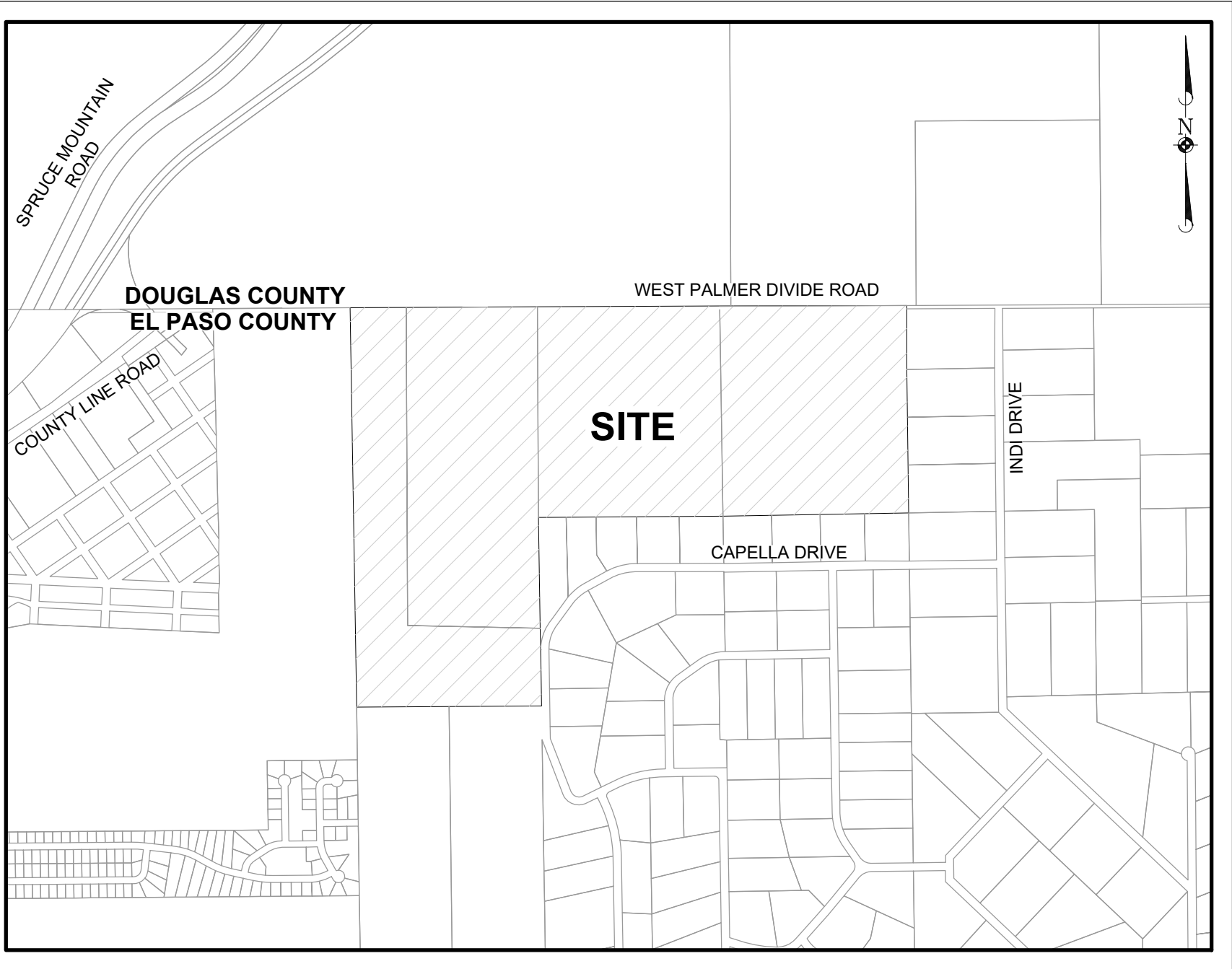
UNIT OF MEASURE IS U.S. SURVEY FEET.

DO HEREBY REQUEST ANNEXATION TO THE TOWN OF PALMER LAKE THE ABOVE DESCRIBED PROPERTY, BY ROGER SUNG AS PRESIDENT OF UNITED CONGREGATIONAL CHURCH, A COLORADO NON–PROFIT CORPORATION.

SIGNED THIS _____ DAY OF _____, 20____.

BY: _____.

PRESIDENT OF UNITED CONGREGATIONAL CHURCH, A COLORADO NON–PROFIT CORPORATION.



VICINITY MAP

(1" = 1000')

CONTIGUITY STATEMENT

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 13,771.25 FEET.
• ONE–SIXTH (1/6) OF TOTAL PERIMETER AREA = 2,295.22 (16.67%)
• PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 2,884.45 FEET (20.95%).

SURVEYOR'S CERTIFICATION

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

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

JASON WILLIAM WINIECKI
COLORADO P.L.S. NO. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150–N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708–0500

NOTES

1. **NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
4. **BASIS OF BEARINGS:** THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 4 IS ASSUMED TO BEAR NORTH 00°56'43" WEST AND BEING MONUMENTED AT THE SOUTH END BY A 2.5" WITNESS CORNER BEING A 3" IRON CAP ON IRON PIPE, STAMPED, "WC CTR, SEC 4, T11S, R67W" AND AT THE NORTH END A 3.5" ALUMINUM CAP STAMPED, "EL PASO COUNTY DOT, 2001, LS 17496" IN MONUMENT BOX.

PLANNING DEPARTMENT

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

PLANNING DIRECTOR _____

TOWN APPROVAL

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

MAYOR _____ DATE _____

ATTEST:

TOWN CLERK _____ DATE _____

CLERK AND RECORDER

STATE OF COLORADO)
COUNTY OF EL PASO)SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK __M. THIS _____ DAY OF _____, 20__ A.D.,

AND IS DULY RECORDED AT RECEPTION NO. _____

OF THE RECORDS OF EL PASO COUNTY, COLORADO

STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____

SURCHARGE: _____

NOTARY

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, APPEARED BEFORE ME, _____ AS PRESIDENT OF UNITED CONGREGATIONAL CHURCH, A COLORADO NON–PROFIT CORPORATION, WHO FIRST BEING SWORN, DULY EXECUTED THE ABOVE DOCUMENT.

NOTARY SIGNATURE

MY COMMISSION EXPIRES: _____.

Item 6.

Manhard CONSULTING
7600 East Orchard Road, Suite 150–N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

BEN LOMAND MOUNTAIN VILLAGE PROPERTY

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

ANNEXATION MAP

PROJ MGR: JWW
PROJ ASSOC: JAF
DRAWN BY: SWS
DATE: 10/17/23
SCALE:

SHEET
1 OF 2
UNC.MOC001

DRAWN BY

REVISIONS

DATE

FOR REVIEW ONLY

NE CORNER SECTION 4
RECOVERED 3.5" ALUMINUM CAP
STAMPED, "EL PASO COUNTY DOT,
2001, LS 17496", IN MONUMENT BOX

WEST PALMER DIVIDE ROAD
(PUBLIC R.O.W. VARIES)

W 1/16TH CORNER SECTION 3
NO MONUMENT RECOVERED

— S89°38'00"W 1348.96'

UNPLATTED
RECEPTION NO. 222045480

LOT 1
MEIER'S SUBDIVISION
RECEPTION NO. 399853

MEIER'S SUBDIVISION
RECEPTION NO. 399853

LOT 3
MEIER'S SUBDIVISION
RECEPTION NO. 399853

TRACT 18
COLORADO ESTAT
SUBDIVISION NO.
RECEPTION NO. 19941

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

FOR REVIEW ONLY

FOR AND ON BEHALF OF
MANHARD CONSULTING

BEN LOMAND MOUNTAIN VILLAGE PROPERTY

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

ANNEXATION MAP

PROJ MGR:	JWW
PROJ ASSOC:	JAF
DRAWN BY:	SWS
DATE:	10/17/23
SCALE:	1" = 200'

SHEET

2 OF 2
UNC.MOCO01

64



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Special Event – Easter Community Service and Brunch
Presented by: Town Administrator		

Background

Joy on the Rock will be hosting an Easter service for the community on Easter Sunday, March 31. The service will begin at 10a and a brunch, provided by Nikki's Catering will follow the service. This event is open to the community and visitors.

The church requests waiving the event fees.

Recommendation

Staff requests approval of the Easter Sunday event and waive fees.



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Resolution to Approve Addendum to Lease Agreement – Elephant Rock Property (Eco Spa)
Presented by: Town Administrator		

Background

Because it is the same use as the former gymnasium, Lindsay and Richard Willan are currently renting the structure renamed to “annex.” The tenant is offering an 8% revenue to the town from the annex rental. This item is to amend the lease agreement with Addendum No 1 to include additional revenue to the town.

Note: this is separate from the \$2.00 fee added to each service for the proposed Eco Spa development.

Recommendation

Staff requests approval of Addendum No 1 to add revenue of the annex rental as proposed.

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 18-2024

**A RESOLUTION APPROVING ADDENDUM NO. 1 TO LEASE AGREEMENT WITH
ECOSPA LLC, PALMER LAKE, COLORADO**

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

WHEREAS, the Town and EcoSpa previously entered into a Lease Agreement for certain real property owned by the, which includes among structures, a building known as the “annex building” or gymnasium; and

WHEREAS, the EcoSpa LLC, has agreed to pay and the Town has agreed to receive certain revenue derived from rental of the annex building; and

WHEREAS, the parties have entered into Addendum No. 1 to the Lease Agreement, which is attached.

**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 approves Addendum No. 1 to the lease agreement with EcoSpa LLC as presented and 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 22nd DAY OF FEBRUARY
2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

**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 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

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement" or "Lease", is made and entered into as of the 29 day of September, 2023, by and, between the **TOWN OF PALMER LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and EcoSpa, LLC, a Colorado limited liability company, hereinafter "EcoSpa."

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvements thereon located at 290 Hwy 105, Palmer Lake, CO, consisting of approximately 28 acres, commonly known as "the Elephant Rock Property, (hereinafter, "Elephant Rock Property"); and

WHEREAS, the Town desires to lease a portion of the Property to EcoSpa consisting of approximately 2.8 acres more fully described in Exhibit A ("2.8 Acres" or "Leased Property").

WHEREAS, EcoSpa intends to develop the 2.8 Acres pursuant to a Redevelopment Agreement with the Town and use the Leased Property to operate a business on the 2.8 Acres, as more fully set out in paragraph 1.2 below.

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the Town hereby leases to EcoSpa and EcoSpa leases from the Town, the following described real property situated in the Town of Palmer Lake, County of El Paso, and State of Colorado, to-wit:

A 2.8 Acre portion of the Elephant Rock Property as depicted on Exhibit A which is attached hereto and incorporated herein;

and all improvements and appurtenances; however, tenants will reserve one bay of the maintenance garage for storage to be used by the Town of Palmer Lake Parks Commission (hereinafter referred to as "2.8 Acres" or the "Leased Property") on the following terms and conditions:

ARTICLE 1 TERM, RENT AND USES

- 1.1** Term: The term of this Lease shall commence on the 29 day of September, 2023 ("Commencement Date"), and shall continue for a period of eight (8) years thereafter, expiring on the 29 day of September, 2031("Term").

- 1.2 **Termination.** During the Term of this Lease, the Town may terminate the Lease after providing EcoSpa notice of such intent to terminate the Lease and an opportunity to be heard by the Board of Trustees. If EcoSpa can cure or otherwise address the issue, the Lease may continue. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, the Board may terminate the Lease. This Agreement may be terminated after the Lease expires by either party, with or without cause, in the sole discretion of such terminating party, by the terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ninety (90) days prior to the stated termination date. If this Agreement is terminated, EcoSpa's accrued liability to the Town arising under this Agreement prior to the effective date of such termination shall survive the termination, and the Town may re-enter, take possession of the Leased Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages or pursuant to any other authority granted pursuant to Colorado law.

Holding Over. In the event that EcoSpa, or its successor in interest, if any, shall remain after the Term of this Lease, and provided that this Lease has not been terminated pursuant to "Termination", above, it is the intention of the parties and it is hereby agreed that the right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The Lease may be terminated by either party during the hold over period upon 30 days written notice. Notwithstanding any other provision to the contrary, EcoSpa shall not have a right to hold over should the Town terminate this lease prior to the expiration of the Term, above.

- 1.3 **Rent:** EcoSpa agrees to pay the Town as rent for the Leased Property as follows:

- a. EcoSpa shall pay to the Town monthly rent in an amount equal to \$50.00 per month during the Term of the Lease. Rent is due on the first day of each month; and
- b. An amount equal to \$2.00 for each sale of a product or service not subject to sales tax ("Transaction") in a business conducted on the Leased Property ("Service Fee"). EcoSpa shall account to the Town for the Service Fees collected for each calendar month and remit the Service Fees accrued within ten (10) days of the last day of the month.
- c. Payments not received by the Town by the 15th day of each month constitute a breach of the Agreement. A late fee of \$25 will be added to each payment on all payments not received by the 15th day of each month.
- d. Payment for all rent and fees shall be by check or money order payable to the order of "The Town of Palmer Lake".

- 1.4 Uses: EcoSpa shall have the exclusive use of the Leased Property for those uses more fully set out in Exhibit B which is attached hereto.

ARTICLE 2 ECOSPA'S DUTIES WITH RESPECT TO THE LEASED PROPERTY

- 2.1 Designation of Smoking Areas. The Leased Property shall remain a non-smoking area.
- 2.2 Compliance with Applicable Laws And Directives. EcoSpa agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Palmer Lake municipal ordinances, as well as all rules and regulations adopted by the Town or any of its Boards, Divisions, Departments, Commissions having jurisdiction over the Elephant Rock Property.
- 2.3 Days and Hours Of Operation. Days and hours of operation shall be determined by mutual agreement of the parties memorialized by a separate memorandum.
- 2.4 EcoSpa Personnel. EcoSpa shall control the conduct and demeanor of its agents, independent contractors, and employees. Upon objection from the Town concerning the conduct or demeanor of any such person, EcoSpa shall immediately take all lawful steps to remove the cause of the objection.
- 2.5 Physical Interference. EcoSpa shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Leased Premises unless otherwise agreed to in writing by the Town.
- 2.6 Taxes. EcoSpa agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may be due. EcoSpa shall not cause, permit or otherwise allow any lien to be levied against the Property.
- 2.7 Licenses. EcoSpa agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.
- 2.8 Record keeping and Inspection of Books. EcoSpa shall keep books and records of the Transactions subject to the Service Fee in accordance with good accounting practices.

Those books and records shall be made available to Town upon request, after 24 business hours' notice.

ARTICLE 3 RIGHTS OF INGRESS AND EGRESS

- 3.1 In General. EcoSpa shall have the right of ingress and egress to and from the Leased Premises for EcoSpa's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of EcoSpa's business under this Lease. Areas designated as restricted areas by the Town will be excluded from such ingress and egress. Keys to the Property and Buildings will be provided to EcoSpa and if EcoSpa changes the locks to any portion of the Property, EcoSpa will provide a copy of said key to the Town. EcoSpa assumes all responsibility and liability associated with actions of those individuals who EcoSpa provides keys to the Leased Premises.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the Property, presently or hereafter used as such. However, such notice of closure shall immediately be addressed to resolve, avoid, and not be unreasonably imposed.

ARTICLE 4 IMPROVEMENTS, MAINTENANCE AND UTILITIES

- 4.1 Acceptance. On the date of commencement of EcoSpa's occupancy of the Leased Premises, EcoSpa shall acknowledge that it accepts the Leased Premises as well as any Town equipment and fixtures "AS IS."
- 4.2 Maintenance And Repair. EcoSpa shall improve, maintain and repair the Leased Premises, equipment and fixtures. The Town shall not in any way be liable to EcoSpa for failure to make repairs to the Leased Property.
- 4.2.1 EcoSpa shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by any condition of the Property, known or unknown, including but not limited to defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Leased Premises, whether said breakage or stoppage results from freezing or otherwise.
- 4.3 Cleaning. EcoSpa shall keep the Leased Premises, its fixtures, and all areas used in clean and in good sanitary condition as required by the ordinances, resolutions, statutes and

health, sanitary and police regulations of the Town of Palmer Lake and State of Colorado and policies of the Town.

- 4.3.1. EcoSpa is responsible for the ongoing cleanliness of the Leased Premises in order to provide a clean and orderly appearance for the public, including but not limited to, busing and cleaning tables, chairs, deck, floor areas, windows, and removing trash accumulations to designated trash containers.
- 4.3.2 EcoSpa is responsible to provide and pay for all cleaning supplies used in connection with its obligation to maintain the cleanliness of the Leased Premises.
- 4.4 Utilities: EcoSpa shall pay the utility charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Leased Premises shall be metered separately and paid directly to the respective utility as billed. Payments not made each month constitute a breach of the Agreement and may, in the discretion of the town, constitute a basis for terminating the Agreement.
- 4.5 Installation Of Equipment And Trade Fixtures. Equipment, trade fixtures, signs or other personal property used by EcoSpa in its business, or any improvements thereon, shall be installed without the prior written approval of the Town for the interior. Exterior fixtures are subject to respective town code and/or regulation (ie., sign permit). In any event, the installation of Equipment and/or Trade Fixtures shall be done in compliance with any rules, regulations, or laws.
- 4.6 Removal Of Equipment And Trade Fixtures. EcoSpa shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the rent or fees and any other amounts due from EcoSpa to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by EcoSpa upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 4.7 Title To Improvements. No improvements shall be made to the Leased Property without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Leased

Property and are subject to the terms applicable to the Leased Property within this Agreement.

- 4.8 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by EcoSpa shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 5 DAMAGE BY ECOSPA

5.1 The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to the Leased Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's his direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Leased Property, Tenant shall continue to be liable for the Leased Property Rental Fee and all other charges provided for in this Agreement, even if the Leased Property has been rendered untenable or unusable.

5.2 Tenant shall deposit with the Town a security deposit in the amount of \$100.00. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Leased Property, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 6 TOTAL OR PARTIAL DESTRUCTION

- 6.1 Leased Property Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Leased Property or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

6.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Leased

Property and his interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenability or non-usability

6.1.2 In the event the Town elects not to exercise its option in 6.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Tenant shall repair the Leased Property.

- 6.2 Removal Of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment, and other items of its personal property within thirty (30) days after receipt of written request by the Town.
- 6.3 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 6.4 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of or other Town property, however the necessity may occur.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

- 7.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within the Leased Property by EcoSpa, its agents, employees or contractors.
- 7.2 Indemnification By EcoSpa. EcoSpa covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of EcoSpa. As used herein, the terms "EcoSpa" and "the Town " includes the respective directors, officers, agents, employees and contractors of EcoSpa and the Town.

- 7.3 EcoSpa Insurance. Without limiting any of EcoSpa's obligations hereunder, EcoSpa shall provide and maintain comprehensive liability insurance coverage naming the Town as an additional insured under this Agreement with a minimum aggregate limit of \$1,000,000.00. EcoSpa shall supply the Town with a certificate of insurance.
- 7.4 Precautions Against Injury. EcoSpa shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 7.5 Failure To Insure. Failure of EcoSpa to take out and/or maintain, or the taking out and/or maintenance of any required insurance, shall not relieve EcoSpa from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of EcoSpa concerning indemnification.
- 7.6 No Waiver of Governmental Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 8 NO ASSIGNMENT/SUBLET

EcoSpa shall not assign this Agreement and shall not sublet or otherwise allow any person to take possession of all or any portion of the Leased Premises. Any transfer by operation of law of EcoSpa's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town, which shall not be unreasonably withheld.

ARTICLE 9 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

- 9.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to EcoSpa's operation as is reasonably practicable) to enter upon any part of the Leased Property to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether EcoSpa has complied with and is complying with the terms and conditions of this Agreement with respect to such premises or to perform or cause to be performed maintenance and make repairs or replacements as the Town deems necessary.

- 9.2 **Obstruction By EcoSpa.** In the event that any personal property of EcoSpa shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, EcoSpa shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If EcoSpa shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 9.3 **No Eviction Or Abatement.** Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of EcoSpa, nor be made the grounds for any abatement of the Rent nor any claim or demand for damages against the Town, consequential or otherwise.

ARTICLE 10

DEFAULT, RIGHTS OF TERMINATION

- 10.1 **Default By EcoSpa.** Time of payment and performance is of the essence in this Agreement. EcoSpa shall be in default under this Agreement upon the occurrence of any one or more of the following nonexclusive list of events:
- 10.1.1 EcoSpa's failure to pay the Rent or any fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 10.1.2 EcoSpa's failure to maintain the insurance required above.
- 10.1.3 EcoSpa's assignment of any right hereunder or attempt to sublet the Leased Property, a violation of Article 8.
- 10.1.4 EcoSpa's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.
- 10.1.5 The filing by EcoSpa of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against EcoSpa, the taking of possession of all or substantially all of EcoSpa's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of EcoSpa's

assets and the failure of EcoSpa to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

10.1.6 The abandonment for a period of fourteen (14) days by EcoSpa of the conduct of all its business operations during the terms of this Agreement.

10.1.7 The assignment by EcoSpa of its assets for the benefit of creditors.

10.1.8 The death or disability of EcoSpa or a principal of EcoSpa.

10.1.9 Any other significant and material breach of this Agreement.

10.2 The Town's Remedies On Default.

10.2.1 In the event of a default by EcoSpa, the Town may terminate this Agreement by notice in writing to EcoSpa. In the alternative, the Town may elect to keep the Agreement in force and work with EcoSpa to cure the default. If this Agreement is terminated, EcoSpa's liability to the Town for damages and fees, including but not limited to the Rent, shall survive the termination, and the Town may re-enter, take possession of the Leased Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

10.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Leased Premises by others, and in that connection may make any suitable alterations or refurbish the Leased Property, but the Town shall not be required to make such arrangement for any use or purpose.

10.3 **Rights and Remedies Reserved.** It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the parties may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

11.1 **Cumulative Rights.** All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town or EcoSpa, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 11.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 11.3 Non-liability of Individuals. No member, director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 11.4 Limitation on Use. EcoSpa shall not use, or permit the use of the Leased Property, or any part thereof, for any purpose or use other than those authorized by this Agreement and Exhibit B. Neither shall EcoSpa permit nor suffer any disorderly noise or nuisance whatsoever about the Leased Property, or other Town property.
- 11.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Palmer Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 11.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and EcoSpa and is not made for the benefit of any third party.
- 11.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 11.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 9.
- 11.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 11.10 Entire Agreement. This Agreement and Exhibits, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or

promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 11.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or EcoSpa in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 11.12 Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with the above, unless this Agreement is renewed or replaced.
- 11.13 The Town Representative. The Town designates the Town Administrator, or designee, as its representative who shall make, within the scope of her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to EcoSpa.
- 11.14 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

**To EcoSpa: EcoSpa, LLC
Attn: Richard and Lindsay Willan
P.O. Box 216
Palmer Lake, CO 80133
digbycrofts@gmail.com
719 648-1419**

**To the Town: Town of Palmer Lake
Attention: Dawn Collins
42 Valley Crescent
PO Box 208**

Palmer Lake, CO 80133
dawn@palmer-lake.org
Palmer Lake, CO

Copy To: Matthew Z. Krob, Town Attorney
8400 E. Prentice Avenue
Penthouse
Greenwood Village, CO 80111
matt@kroblaw.com
303 694 0099

- 11.15 Paragraph Headings. Paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.
- 11.16 Schedules And Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.
- 11.17 Force Majeure. Neither the Town nor EcoSpa shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 11.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 11.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of EcoSpa.
- 11.20 At the time of this Lease, the Town anticipates leasing other portions of the Elephant Rock Property to additional Tenant(s). This will necessitate terms regulating the use and maintenance of common or shared spaces that will be applicable to all Tenants. Tenants agree to abide by these terms as will be determined in the sole discretion of the Town.

ARTICLE 12 PURCHASE AND FIRST RIGHT OF REFUSAL

12.1 Purchase. The Tenant shall have the right to purchase the property described on Exhibit A, consisting of 2.8 acres beginning on June 8, 2031. The purchase price for such property shall be one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00). The Parties anticipate executing a separate Option to Purchase Agreement followed by a Purchase Contract to effectuate the purchase. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.

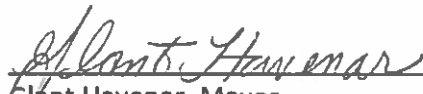
Prior to such purchase, the Property must be properly subdivided and the Property parcel created, and any required redevelopment or development agreements must be executed by Tenants as may be required by the Town.

12.2 First Right of Refusal

Should the Tenant decide not to purchase the Property pursuant to 12.1, or decide to terminate this Lease, the Lease will terminate and the Property will revert back to the Town of Palmer Lake with its improvements there on and title to said improvements shall transfer automatically to the Town.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

TOWN OF PALMER LAKE


Grant Havenar, Mayor

ATTEST:


Dawn Collins

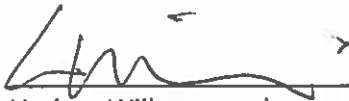
ECOSPA

EcoSpa, LLC

By:



Richard Willan, member and manager



Lindsay Willan, member and manager

ECO SPA AT CHAUTAUQUA SPRINGS - WILLAN'S PROPOSAL - ESTIMATE & TIMELINE FOR RENOVATION & CONSTRUCTION

BUILDING / USAGE		FORMERLY	PHASES	PVT OR TPL COMM USE	EST. COST / SOURCES	TIMELINE
ECO SPA		OLD POOL	PHASE 1: RENOVATION & CONSTRUCTION AS OUTLINED IN PLAN & MODEL PROVIDED, INC. PARKING.	THIS WILL BE A FOR PROFIT BUSINESS, SPECIAL RATES FOR TPL RESIDENTS	PHASE 1: \$1.5M FUNDED BY WILLANS & INVESTORS	APPOXIMATELY ONE YEAR FROM AGREEMENT OF LAND PURCHASE
Year round full service spa					PHASE 2: \$1M FUNDED BY PHASE 1 REVENUE	PHASE 2 EXPANSION DEPENDING ON SUCCESS OF SPA, ADDITIONAL MASSAGE ROOMS ETC.
Therapies, Aqua Classes			PHASE 2: EXPANSION			
Yoga, Watsu,						
Juice Bar, Café						
AMPITHEATRE		AMPITHEATRE	PHASE 1: DEMO & RECONSTRUCTION OF STAGE & BENCHES	PART OF ECO SPA, WITH FREE USE GRANTED TO TPL WHEN AVAILABLE	PHASE 1: \$50K FUNDED BY WILLANS	SAME AS ECO SPA (SEE ABOVE)
Plays, Storytelling					PHASE 2: \$10K FUNDED BY PHASE 1 REVENUE	
Natural Local History						
Movie Nights						
Acoustic Music Performances			PHASE 2: EXTENSION OF SEATING			
Star Gazing / Education						
INDOOR EVENT CENTER		BASKETBALL CT.	PHASE 1: DESIGN & BUILD UNISEX / ADA RESTROOM ON-SITE OF EXISTING STORAGE ROOM & CATERING KITCHENETTE	PART OF ECO SPA, WITH FREE USE GRANTED TO TPL WHEN AVAILABLE	PHASE 1: \$45K FUNDED BY THE WILLANS	PHASE 1: SOFT OPEN JUNE 2023, GRAND OPENING JULY 4TH, 2023
Community Classes						
Yoga, Tai Chi, Jiu-Jitsu						
Community Dances, Classes						
Arts & Crafts Classes						
Exhibitions & Related Gatherings			PHASE 2: CLAD EXTERIOR IN CEDAR AS PER DESIGN & ADD PERGOLA OVER BBQ AREA, OUTDOOR SEATING			
Local youth group meetings					PHASE 2: \$100K FROM PHASE 1 REVENUE	PHASE 2: PROJECTION 2024
Food & Food Tastings						

Item 8.

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is made this 29 day of September, 2023, by and between by and between the Town of Palmer Lake, a Colorado statutory town (the "**Town**"), and EcoSpa, LLC, a Colorado limited liability company ("**EcoSpa**"). Town and EcoSpa are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. The Town owns that certain real property commonly referred to as the Elephant Rock Property consisting of approximately 28 acres (hereinafter referred to as the "**Entire Elephant Rock Property**"). The Town acquired the Entire Elephant Rock Property pursuant to that certain warranty deed dated June 8, 2021. The Entire Elephant Rock Property was a gift from Living Word Chapel who expressed the desire that the Town develop "a well-articulated plan for how this property will benefit the residents of Palmer Lake" and "the Town will not sell or otherwise dispose of the property for a period of 10 years."

B. There are certain improvements on approximately 2.8 acres of the Entire Elephant Rock Property that have been leased to EcoSpa ("**Leased Property**") consisting of a gymnasium, maintenance shed, a swimming pool and an outdoor amphitheater ("**Improvements**") which are in disrepair. The Leased Property is more fully described in Exhibit A which is attached.

C. As part of the development of the Leased Property, the Town wishes to provide for the development of the Leased Property for the benefit of the community. EcoSpa wishes to redevelop the Leased Property and refurbish the Improvements and construct additional building(s) and improvement(s) ("**Project**"). The uses of the Leased Property are restful and tranquil.

D. Because the Project will require the investment of significant capital, EcoSpa wishes to purchase the Leased Property. The Town does not wish to sell the Leased Property until after June 8, 2031. To allow the immediate redevelopment of the Leased Property, the Town has leased the Leased Property to EcoSpa ("**Lease**") and EcoSpa desires the Town to grant EcoSpa this Option to Purchase the Leased Property ("**Option Agreement**"). The Town will also require a Redevelopment Agreement once EcoSpa has a more definite plan of Redevelopment and before redevelopment begins.

THEREFORE, the Recitals above are incorporated herein and made a material part of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

OPTION TO PURCHASE

1. The Town grants EcoSpa, LLC the exclusive option to purchase the Leased Property on the following terms and conditions set out below on and after June 8, 2031 or on an earlier date as the Town advises EcoSpa that it may sell and EcoSpa may purchase the Leased Property.
2. If EcoSpa can cure or otherwise address the issue, the Lease may continue and the Option to Purchase will remain in effect. If the Board determines that EcoSpa has failed to, or is unable to cure or otherwise address the issue, and the Board terminates the Lease, the Option to Purchase will also terminate.
3. The purchase price is One Hundred Twenty Thousand dollars (\$120,000.00) (“Purchase Price”). The purchase price is one tenth (1/10) of the appraised value as appraised and established by the Opteon Appraisal, for a total purchase price of one hundred and twenty thousand dollars (\$120,000.00).
4. To exercise its purchase option, EcoSpa shall give the Town written notice of its exercise of the option. The sale shall be closed at place and on a date and time mutually agreeable between the parties which shall be no later than one hundred and twenty (120) days after the exercise of the option and no later than ninety (90) days after the passage of an ordinance by the Town to sell the Leased Property, whichever is later. At the closing, EcoSpa shall pay the Town the Purchase Price in cash, and the Town shall convey the Leased Property to EcoSpa by general warranty deed containing no exceptions or liens, subject only to ad valorem taxes for the year of such conveyance (which will be prorated as of the date of such conveyance), and other restrictions, easements, and encroachments affecting the premises which are required by the Town in its sole discretion.
5. The Lease will continue until the closing and the exercise of its option will not relieve either party of any of its obligations, covenants, or agreements under the Lease until closing. Upon the closing this Lease will terminate. If the then-existing term of the Lease expires while the closing of the purchase of the premises is pending, the Town may in its sole discretion extend the Lease from day to day at the then-existing lease terms until closing has occurred. The Town and EcoSpa agree to cooperate in order to assure the closing of

the sale and purchase of the Leased Property and to take those actions necessary to complete the sale.

6. The terms of this Option Agreement will bind and benefit the Town and EcoSpa and their respective successors. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
7. All offers, acceptances, and any other notices or statements contemplated or required by this Agreement shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses stated on the first page of this Agreement, or to such other addresses as may be designated in writing by any party or available from a document recorded in the chain of title to the Leased Property. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.
8. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and personal representatives of the parties hereto. This Option Agreement shall not be assignable without the written consent of the Town, such consent not to be unreasonably withheld.
9. This Agreement is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.
10. **Notices.** Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To EcoSpa: EcoSpa, LLC
 Attn: Richard and Lindsay Willan
 P.O. Box 216
 Palmer Lake, CO 80133
digbycrofts@gmail.com
 719 648-1419

To the Town: Town of Palmer Lake
 Attention: Dawn Collins
 42 Valley Crescent
 PO Box 208
 Palmer Lake, CO 80133

dawn@palmer-lake.org

Copy To: Matthew Z. Krob, Town Attorney
8400 E. Prentice Avenue
Penthouse
Greenwood Village, CO 80111
matt@kroblaw.com
303 694 0099

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day and year first above written.

TOWN OF PALMER LAKE


Glart Havenar, Mayor

ATTEST:


Dawn Collins

ECOSPA

EcoSpa, LLC

By:


Richard Willan, member and manager


Lindsay Willan, member and manager



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Resolution to Approve MOU with APL for Pickleball Courts
Presented by: Town Administrator		

Background

Initially, the location of the pickleball courts was determined to be near the walkway entrance to the pedestrian bridge over a water line.

However, upon further review and discussion, a more favorable location was considered by Awake the Lake and the Parks Commission. The diagram displays the proposed relocation south of the west bridge abutment, next to the fence, between the bridge and the ballfield. This change of location is clear of all utilities and will provide ample parking that will not detract from the public visitor parking along Hwy 105. Additionally, the restroom will be reduced by one stool/urinal on both sides of the lav for cost savings. At the February 13 Parks Commission meeting, members moved to recommend acceptance of the new location of the courts and approve reduction of the size of the restroom by 5-0 vote.

The enclosed MOU reflects the changes to the section relating to funds for the water line.

Recommendation

Staff requests approval of the MOU with Awake the Lake for this project.



TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 9 - 2024

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALMER LAKE RESTORATION PROJECT, INC. (dba AWAKE
PALMER LAKE) AND TOWN OF PALMER LAKE, PALMER LAKE, COLORADO
REGARDING THE ACQUISITION OF A GRANT FOR THE CONSTRUCTION OF
PICKLEBALL COURTS AND PUBLIC RESTROOM**

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 of Palmer Lake seeks collaboration with the Palmer Lake Restoration Project, Inc., dba Awake Palmer Lake to install pickleball courts and a restroom on Town (public) property; and

WHEREAS, the enclosed Memorandum of Understanding (MOU) provides responsibilities and procedures for the installation of pickleball courts and a public restroom as required by the awarded grant to Awake Palmer Lake; and

**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 approves and authorizes the Mayor to sign the attached MOU.
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 22nd DAY OF FEBRUARY 2024.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

MEMORANDUM OF UNDERSTANDING FOR PICKLEBALL COURT GRANT

By and Between the TOWN OF PALMER LAKE and the PALMER LAKE RESTORATION PROJECT, INC., (dba AWAKE THE LAKE/AWAKE PALMER LAKE), a Colorado non-profit corporation

This Memorandum of Understanding (this "MOU" or this "Agreement") is entered into this day of _____, 2024 ("Effective Date") by and between the Town of Palmer Lake, Colorado ("Town") and the Palmer Lake Restoration Project, Inc., dba Awake the Lake, a Colorado non-profit corporation ("ATL") (collectively, the "Parties").

RECITALS

WHEREAS, there are limited resources, including funding and personnel, available for projects throughout the Town, and as a result, the Town is interested in receiving support from a nonprofit entity to financially assist and coordinate projects with the Town for the benefit of all Town Citizens and Businesses; and

WHEREAS, the Parties seek to enter into public-private partnerships with nonprofit organizations to create, revitalize, and maintain parks and other public spaces on a project specific basis; and

WHEREAS, the ATL was formed as a Colorado nonprofit corporation known as the Palmer Lake Restoration Project, Inc., on September 12, 1995 to, among other things, (i) facilitate and aid the Town with respect to the preservation of the Lake and adjacent Parkland, (ii) raise a portion of the necessary funds to defray costs of the preservation, restoration, landscaping and other amenities, and (iii) assist the Town with developing a master plan for the Lake and Parkland to govern their future use and development of amenities; and

WHEREAS, ATL has applied for and obtained a grant to install pickleball courts and restrooms within the Town and upon Town property as further depicted in the Grant Application ("Project"), said application being incorporated herein for definition purposes; and

WHEREAS, the Board of Trustees of the Town support the Project and the Parties seek to establish the Parties' roles and responsibilities with respect to the Project.

NOW, THEREFORE, in order to advance their mutual objectives with respect to the Project and to commence a collaborative process with each other, the Parties agree as follows:

SECTION 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the roles and responsibilities of the Parties with respect to the Project.

SECTION 2 – AWAKE THE LAKE

2.1 Responsibilities of ATL under this Agreement. The responsibilities of ATL shall include the following:

(a) Manage the Grant, including but not limited to complying with the reporting requirements to the Grant administration.

~~(b)~~—Work in cooperation with the Town and subject to all rules, regulations, and laws, to assist in the Project and secure approval of the Town of all design, plans, construction and otherwise for the Project prior to commencement of each phase of the Project.

~~(c)(b)~~ Since there is a Town-owned water line that will be under the pickleball courts, ATL will provide \$20,000 to be deposited into the Town's water capital improvement fund to be used as determined by the Board of Trustees, and subject to the Town's exclusive control, for possible future repairs or relocation of said water line, or other use as determined by the Board of Trustees, with said funds provided to the Town no later than the completion of the Project and close out of the Grant. Such deposit by ATL shall relieve ATL of any and all future liability or responsibility associated with said Town water line, and the Town shall be solely responsible for the management and control of such funds.

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SECTION 3 – THE TOWN

3.1 Responsibilities of the Town under this Agreement. The responsibilities of the Town shall include the following:

(a) Work collaboratively with ATL to complete the Project. Nothing herein shall grant or create for ATL any ownership, authority, or control over any Town property. Control over all Town Property rests solely with the Board of Trustees.

(b) Town approval is required for each phase of the project as well as any and all plans for construction of the Project and no construction will take place without the agreement and permission of the Town.

(c) In support of the Project, the Town will (i) contribute a Water Tap to be used for the restrooms; (ii) provide approximately 1,000 yards of infill for the site and the staff and equipment to grade such fill as available; (iii) provide liability insurance under the Town's applicable insurance for the Project being constructed on Town Property and for the benefit of the Town's citizens; and, (iv) allow the use of Town Hall for project meetings as available.

SECTION 4 – GENERAL CONDITIONS

4.1 Cooperation. The Parties agree to work together at all times in good faith, meet regularly as needed, and keep each other informed as to activities of the other, and maintain at all times a designated representative who shall serve as a point of contact for communications.

4.2 Costs. Each Party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, and future actions related thereto. Any and all sums of money required by the Town will be subject to annual appropriation by the Town Board of Trustees. Failure to appropriate shall not constitute a violation, default, breach, or otherwise to this MOU.

4.3 Term. This MOU shall be perpetual in nature, subject to written modification signed by authorized representatives of each party, and further subject to termination by either party upon 30 days written notice to the other, or completion of the project, whichever occurs first.

4.4 Jurisdiction and Governing Law. This MOU shall be performed and enforced in Palmer Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

4.5 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective, provided the central purposes of this Agreement continue to be served.

4.6 Notices. Any notice which a Party is required or may desire to give or deliver to the other Party shall be given in writing by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a national overnight courier service that provides written evidence of delivery; or (iv) email transmission and addressed as follows:

With respect to the Town:

Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, CO 80133
Email: dawn@palmer-lake.org

With copies to:

Town Attorney
Matthew Z. Krob
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111
Email: matt@kroblaw.com

With respect to ATL:

Project Manager, Tim Caves
Email: tlccaves@yahoo.com

With copies to:

ATL President, Jeff Hulsman
Email: punchyco@gmail.com

4.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and the signature pages combined to constitute one document. Facsimile or electronically transmitted signatures will have the same force and effect as original signatures.

4.8 No Waiver Of Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

4.9 No Creation of Ownership Interest. Nothing herein shall be construed to create an ownership interest of any kind in any Town owned property or any of the improvements upon Town owned property.

4.10 Operation and Future Use. Nothing herein shall be used to determine the way in which the Town will choose to operate, maintain, or use the Town Property as a result of the Project, including the improvements as a result of the Project.

4.11 Third Party Beneficiaries. The ~~Parties~~**ARTIES** do not intend by the ~~AGREEMENT~~**MOU** to assume any contractual obligations to anyone other than the ~~Parties~~**ARTIES** and do not intend that there be any third-party beneficiary to this ~~AGREEMENT~~**MOU**.

4.12 No Partnership. This ~~AGREEMENT~~**MOU** shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of or as an agent for or to otherwise bind the other Party.

Dated as of the Effective Date set forth above, which shall be the date the last Party signs this Agreement.

ATL:

**Palmer Lake Restoration Committee
d/b/a: Awake the Lake, a Colorado
nonprofit corporation**

By: _____
Authorized Representative of Awake the Lake

Date: _____

Town of Palmer Lake:

By: _____
Mayor, Glant Havenar

Attest: _____
Town Administrator/Clerk

Date: _____

PPACG ARPA NOTICE OF FUNDING AVAILABILITY

APPLICANT PROFILE

1. Name of Organization: Palmer Lake Restoration Project, Inc., a Colorado nonprofit corporation, also known as Awake The Lake
2. Address: P. O. BOX 702, PALMER LAKE, CO 80133-1552
3. Phone Number: Board of Directors Chair: Jeff Hulsmann 719-488-3134
4. EIN: 84-1360279
5. SAM.GOV Unique Entity ID: Pending (application submitted on 5/3/23)
6. Grant Manager Contact: Jeff Hulsmann, ATL Board Chair 719-488-3134, and Jane Fredman, Volunteer grant writer 719-660-4416
7. Grant Manager Email: Jeff Hulsmann: punchyco@gmail.com
Jane Fredman : jane@fredmanlawco.com

RFP QUESTIONS

8. **What project are you considering using ARPA funds for that will provide for infrastructure and capital growth to expand senior services in your service area?**

Awake the Lake (ATL) seeks \$266,000 in ARPA funding for the Palmer Lake Pickleball Project, which will be new park infrastructure consisting of six pickleball courts and a restroom facility (with running water and toilets) to be built within a 1½ acre site owned by the Town of Palmer Lake within the park next to the lake. The Town will own and maintain the new facilities. The restrooms will be adjacent to the pickleball courts but available to all park users. The courts will be highly visible from the Town's main street and will be built next to a handicap accessible parking area and a pedestrian bridge providing access to all areas of the park.

The project will provide age friendly recreational and social opportunities for residents of all ages in local towns and semi-rural areas of Northern El Paso County. It will add significant new recreational resources as well as expand existing infrastructure, and it will provide broadly-appealing outdoor opportunities for the area's large and aging population, as well as for families and youth.

In addition to supplying a reliable year-round recreational outlet for seniors, the new permanent recreational facilities will be a valuable capital asset that will attract new visitors of all ages to Palmer Lake, who will be introduced to the natural beauty of the area, to the recreational amenities available in the park and in adjacent public lands, and to the shops and restaurants in the town of Palmer Lake.

Pickleball is one of the fastest growing sports in the United States. It is extremely accessible as a physical sport for older adults because it is an easy game to learn and play. Playing pickleball improves eye-hand coordination and is an aerobic activity. It is played on a small court that accommodates physical limitations and restricted movements that can arise with age. The paddle and ball are light and easy on the joints, muscles and tendons. The game is most often played with partners (four players per court), which increases the fun and social aspect of the sport.

The current predominant pickleball-playing age group is older adults (60+). It is a rapidly growing intergenerational sport for competitive as well as social players. Because of its easily learned physical accessibility, sociability, and just-plain-fun nature, pickleball is an attractive and engaging new sport for all, and offers wonderful new opportunities for older adults with respect to movement, mobility and balance.

There are many enthusiastic older adult pickleball players in Northern El Paso County. The Tri-Lakes area has no public, dedicated outdoor pickleball courts, which means older adult players must travel to Colorado Springs to play outdoors. The only current option for public outdoor play is on four tennis courts (two at Lewis Palmer High School, and two run-down courts at Glen Park in Palmer Lake) where the courts are lined for both pickleball and tennis. Playing pickleball on a regulation tennis court is difficult because there is a height difference between the pickleball and tennis nets and the striping for both sports on a court can be confusing for players.

There is an urgent need for new restroom facilities at the park. Presently, the park has one chemical toilet on the east side of the lake, across the railroad tracks and about a 1/3 mile walk (one-way) from the courts. This toilet is available to all current park users (anglers, disc golfers, runners, hikers, cyclists, boaters, playground users) and is open for seasonal use only. The proposed handicap accessible restroom facility next to the courts will have 4 stalls and a sink for women, and 2 stalls, 2 urinals and a sink for men.

The project goal is to provide opportunities for local and regional pickleball tournaments, lessons, and area-wide demonstrations and exhibitions for our area's large and growing senior population. Once the facility is constructed, ATL plans to work with Jackson Creek, Bethesda, Stone Creek at Flying Horse and Liberty Heights senior residences to develop regular opportunities for their residents to view and socialize at pickleball events, nearly year-round.

- 9. Expecting that PPAAA will receive more requests than funding available, what could your organization fulfill if funded at a partial amount? For example, if your organization was awarded 75% or 50% of your request, which parts of your project could your organization fulfill?**

ATL will provide a cash match of \$60,000, approximately 18% of the funds required for the project. Project funding at 75% would negate the restrooms. At 50% funding, ATL would need to fundraise to make up the shortfall to complete the six courts and would construct the restrooms in a later phase. ATL's goal is to construct the six courts at one time to save on costs and to ensure there are enough courts available to accommodate lessons, tournaments and play time for the large population of players of all ages that will regularly use the courts.

10. What other funding sources, if any, does your organization have for this project?

The Town of Palmer Lake is allocating an approximate 1 ½ acre parcel of park land worth an estimated \$160,000.00 for the project. The sewer and tap fees totaling \$46,000 for the restrooms will also be donated.

The project budget includes in-kind donations for project management (\$33,200), landscaping labor (\$5,000) and structural fill dirt (\$20,000).

ATL has an excellent track record of fundraising for park facilities (e.g., its popular and age friendly “.5K Run” generates \$35,000 annually, and the “Try-athlon” generates about \$15,000 annually). ATL plans to apply for other grants to bridge any gap between the ARPA grant award and the cost of the project. Given the enthusiasm of the local community in supporting Palmer Lake park improvements, ATL believes it would be successful in raising any additional funds needed to complete the project.

11. What is the timeline for your organization's project? Funds must be spent by September 30, 2026.

The project will be constructed over an approximate 10-month period, commencing in August 2023 and completion estimated in June 2024. There will be two phases: site excavation and concrete work for the courts and restroom will be completed in August 2023. We will allow the concrete to cure over the winter. The construction of the courts and restroom facility will begin in April 2024 and is expected to be completed in June 2024.

12. How does this project align with your mission and that of the PPAAA priorities and Four Year Area Plan?

ATL's mission focuses on the lake: to restore and maintain the lake and to enhance surrounding recreation areas and resources. ATL directly and significantly contributed community-raised funds as the required “match” for a major 2018 GOCO Grant that funded construction of the highly visible pedestrian bridge over the railroad tracks that linked town residents with existing recreational facilities on

the east side of the lake. ATL exists to help the Town provide residents and visitors of all ages with outdoor recreational opportunities and amenities in and around Palmer Lake. Our project is an integral component of ATL's continuing leadership efforts to enhance area recreational facilities and opportunities for all ages, including our area's large older adult population.

Our project supports federal and state funded older adult programs managed by PPACG and aligns with PPAAs priorities, the Strategic Plan, and the Four Year Area Plan.

- The project expands and extends senior awareness of a major new recreational facility and opportunities for participation, physically and socially, reducing older adults' social isolation. (*Strategic Plan*)
- The project supports regional efforts to improve older adults' participation in health and fitness related activities through evidence based health promotion programs. (*Four Year Area Plan*)
- The project will give older adults the ability to maintain social ties, have a healthy quality of life and engage in an active aging lifestyle. (*Four Year Area Plan; CASOA*)

The project will provide opportunities for older adults to engage socially with others of all ages in a fun, active, and easily learned sport, which reduces the social isolation that many adults face as they age. Playing (and learning to play) pickleball increases older adults' physical and mental/cognitive health, which may be in decline due to age and a lack of physical and mental stimulation. It will provide seniors who are themselves physically unable to play the ability to participate socially by watching pickleball games while sitting courtside in the beautiful outdoors.

The project will keep our active aging community motivated to remain physically active and socially engaged. A scientific study published in 2021¹ involving inactive rural older adults found playing pickleball produced functional and cognitive-related improvements and motivated the participants to adhere to an exercise regime frequently enough to benefit their health. Another study showed seniors who played pickleball three or more times per week met federal recommended guidelines for moderate to vigorous intensity physical activity (MVPA) per week.²

¹ Pickleball for Inactive Mid-Life and Older Adults in Rural Utah: A Feasibility Study, *Int J Environ Res Public Health*.2021 Aug; 18(16): 8374.

² Physical Activity Associated with Older Adult Pickleball Participation: A Pilot Study, *The Recreational Sports Journal*, Volume 47, Issue 1, published online 2-9-23 (Playing pickleball helps older adults meet the Centers for Disease Control and Prevention (CDC)/U.S. Department of Health and Human Services (USHHS) recommended guidelines for MVPA if played three or more times per week.)

13. If your organization is considering multiple projects, please prioritize those with the funding requested for each.

ATL is only seeking PPAAA funding for this project.

PROJECT COST

14. What is the total project cost? \$544,200

15. What is the total ARPA funding request? \$266,000

16. What is your source of match? (10%)

Not including in-kind donations and land allocation, ATL will provide a cash match of \$60,000, approximately 18% of the necessary funds.

17. How will your agency address a potential project cost-overrun?

An experienced project director will oversee the construction elements. ATL's experienced and innovative fundraising team provides assurance that any unexpected costs (e.g., due to material increases or logistic/transportation delays) can be remedied through separate fundraising efforts.

Please submit any quotes for your project and a detailed budget file to mhanna@ppacg.org

		<u>Actual Cost</u>	<u>In Kind</u>
Direct Personnel Expenses			
Tim Caves	Project Director		\$ 25,700.00
Nicole Currier	Project Administrator		\$ 7,500.00
	Sub Total Personnel	\$ -	\$ 33,200.00
Site & Pad Preparation			
(Includes Restroom Site Preparation)	Import Structural Fill		\$ 20,000.00
	Compact & Grade Pad	\$ 6,000.00	
	Materials for Retaining Walls	\$ 21,000.00	
	Labor to Install Retaining Walls	\$ 12,000.00	
	Engineered Grading Plan	\$ 4,500.00	
	Sub Total Site & Pad Preparation	\$ 43,500.00	\$ 20,000.00
Pickleball Courts			
	6 - 30'x60' reinforced concrete pads	\$ 96,200.00	
	10,800 sq ft Sportmaster Acrylic surface	\$ 52,000.00	
	915 LF 6' Vinyl Coated Chain Link Fence & Gates	\$ 63,200.00	
	6 - Regulation Nets	\$ 7,600.00	
	Sub Total Pickleball Courts	\$ 219,000.00	\$ -
Landscape Materials			
		\$ 3,500.00	
Landscape Labor			
			\$ 5,000.00
	Sub Total Landscaping	\$ 3,500.00	\$ 5,000.00
Restroom			
	Womens to include 4 stalls, 1 sink		
	Mens to include 2 stalls, 2 urinals & 1 sink	\$ 60,000.00	
	Sewer Tap		\$ 24,000.00
	Water Tap		\$ 22,000.00
	Sub Total Restroom	\$ 60,000.00	\$ 46,000.00
	TOTAL EXPENSES	\$ 326,000.00	
	TOTAL IN-KIND DONATIONS		\$104,200
TOTAL PROJECT COST			
			\$430,200.00
CASH MATCH -AWAKE THE LAKE			
			\$60,000.00
TOTAL IN-KIND DONATIONS			
			\$104,200.00
ARPA FUNDING REQUEST			
			\$266,000.00
TOTAL PROJECT COST			
			\$430,200.00



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Resolution to Renew Service Agreement with Chavez Consulting LLC
Presented by: Town Administrator		

Background

Mr. John Chavez has been extremely valuable to the Town of Palmer Lake providing assistance with the MS4 stormwater regulations, inspections and development plan review. The contract with Chavez Consulting is due for renewal.

Additionally, in this interim without a Public Works Supervisor, it is requested that Mr. Chavez be retained to assist with the roadway improvement projects as needed. Mr. Chavez is familiar with the town and the projects – specifically the Palmer Lake Elementary School Upper Glenway roadway improvement project – as well as the procedures required with CDOT and area agencies involved.

Recommendation

Staff requests approval of the resolution to renew the agreement with Chavez Consulting including the additional service of construction management in this interim.

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

RESOLUTION NO. 19 - 2024

**A RESOLUTION TO RENEW PROFESSIONAL SERVICES WITH
CHAVEZ CONSULTING INC LLC FOR PALMER LAKE, COLORADO**

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

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

WHEREAS, the Town desires to engage the professional services of Chavez Consulting LLC for stormwater consulting and public works project management; and

WHEREAS, Chavez Consulting LLC desires to provide the professional services needed by the Town and is committed doing so on an hourly basis as needed.

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

Section 1. The Board authorizes the Mayor to sign the attached service agreement with Chavez Consulting Inc., LLC, for the scope of services provided in the consulting agreement for the Town of Palmer Lake.

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 22nd DAY OF FEBRUARY 2024.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

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

TOWN OF PALMER LAKE CONSULTING AGREEMENT #3

This Agreement is made effective as of February 12, 2024, by and between Town of Palmer Lake Colorado, of 42 Valley Crescent Street, Palmer Lake, Colorado 80133, a Colorado municipality, and Chavez Consulting Inc., LLC, of 13880 Gymkhana Road, Peyton, Colorado 80831.

In this Agreement, the party who is contracting to receive services shall be referred to as "Palmer Lake", and the party who will be providing the services shall be referred to as "Chavez Consulting".

Chavez Consulting has a background in public works operations and Municipal Separate Storm Sewer System (MS4) permits and is willing to provide services to Palmer Lake based on this background. Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided hereunder, and is ready, qualified, willing, and able to provide such services to Palmer Lake.

Palmer Lake desires to have services provided by Chavez Consulting.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on February 12, 2024, Chavez Consulting will provide the following services (collectively, the "Services"): As defined in the attached and accepted proposal for services as drafted solely by Chavez Consulting.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Chavez Consulting shall be determined by Chavez Consulting. Palmer Lake will rely on Chavez Consulting to work as many hours as may be reasonably necessary to fulfill Chavez Consulting's obligations under this Agreement.

3. PAYMENT. Palmer Lake will pay Chavez Consulting for the Services based at a rate of \$150.00 per hour. This fee shall be payable monthly, no later than the thirtieth (30th) day of the month following the period during which the Services were performed. Should the time spent to provide any of the Services exceed the Estimated Hours, Chavez Consulting will notify the Town of Palmer Lake prior to continuing work on that particular Service.

4. NEW PROJECT APPROVAL. Chavez Consulting and Palmer Lake recognize that Chavez Consulting's Services will include working on various projects for Palmer Lake. Chavez Consulting shall obtain the approval of Palmer Lake prior to the commencement of a new project.

5. TERM/TERMINATION. The term of this Agreement is from February 12, 2024 to January 31, 2025, if not terminated earlier. This Agreement shall terminate upon the written notice of either party upon 30 days' notice, with payment for work completed by the termination date due 30 days after a final invoice has been provided, subject to the provisions of Paragraph 3, above.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Chavez Consulting is an independent contractor with respect to Palmer Lake, and not an employee of Palmer Lake. Palmer Lake will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chavez Consulting.

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR, CHAVEZ CONSULTING IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

7. EMPLOYEES. Chavez Consulting's employees, if any, who perform services for Palmer Lake under this Agreement shall also be bound by the provisions of this Agreement.

8. INJURIES. Chavez Consulting acknowledges Chavez Consulting's obligation to obtain appropriate insurance coverage for the benefit of Chavez Consulting (and Chavez Consulting's employees, if any). Chavez Consulting waives any rights to recovery from Palmer Lake for any injuries that Chavez Consulting (and/or Chavez Consulting's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Chavez Consulting or Chavez Consulting's employees.

Chavez Consulting agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of Chavez Consulting, any subcontractor of Chavez Consulting, or any officer, employee, or agent of Chavez Consulting or any officer, employee, or agent of a subcontractor of Chavez Consulting. Chavez Consulting further waives and releases the Town, and its officers, agents, and employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Chavez Consulting may suffer and which arises out of or is in any manner connected with the services to be provided under this Agreement.

9. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Chavez Consulting does not personally hold any interest in any Intellectual Property. Upon termination of this Agreement, all programs, control measures, regulatory mechanisms, record keeping systems and subparts developed for Palmer Lake will become the property of Palmer Lake.

10. RETURN OF RECORDS. Upon termination of this Agreement, Chavez Consulting shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chavez Consulting's possession or under Chavez Consulting's control and that are Palmer Lake's property or relate to Palmer Lake's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Palmer Lake:

Town of Palmer Lake Colorado
Dawn Collins
Town Administrator/Clerk
45 Valley Crescent Street
Palmer Lake, Colorado 80133
dawn@palmer-lake.org

with a copy to:

Matthew Z. Krob, Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111

IF for Chavez Consulting:

Chavez Consulting Inc., LLC
John B. Chavez
Owner
13880 Gymkhana Road
Peyton, Colorado 80831
johnchavez@chavezconsultinginc.com

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.

17. NO WAIVER OF IMMUNITY. Nothing herein shall be construed as a waiver by Palmer Lake of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Party receiving services:
Town of Palmer Lake Colorado

By: _____
Dawn Collins
Town Administrator/Clerk

Party providing services:
Chavez Consulting Inc., LLC

By: _____
John B. Chavez
Owner

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by
John B. Chavez.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:_____

Notary Public

ATTACHMENT
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CHAVEZ CONSULTING INC., LLC

SCOPE OF SERVICES

The scope of services to be provided includes two services areas. The first service area is Municipal Separate Storm Sewer System (MS4) permit compliance assistance. The second service area is public works operations consultation and project management assistance. A detailed discussion of each service area is provided below.

Service Area 1: MS4 Permit Compliance Assistance

A. MS4 Permit Administration

Compliance with the MS4 permit requires ongoing administration of the permit. Permit administration services include:

- Completion of an annual program evaluation.
- Preparation of the annual report and other permit required documents as needed.
- Update the Program Description Document and regulatory mechanisms.
- Representation during permit renewal.

B. Control Measure Implementation

Assist with the implementation of the specific control measures required in Parts I.D and I.E. of the MS4 permit that includes:

- Part I.D.1. Public Involvement and Participation Process
- Part I.E.1. Public Education and Outreach
- Part I.E.2. Illicit Discharge Detection and Elimination
- Part I.E.3. Construction Oversight
- Part I.E.4. Post Construction Stormwater Management in New Development and Redevelopment
- Part I.E.5. Pollution Prevention/Good Housekeeping for Municipal Operations

C. Maintain Record Keeping System

Utilize existing information technology infrastructure and resources to maintain a mechanism that satisfies the recordkeeping requirements of the permit.

Chavez Consulting Inc., LLC will provide technical support to the Town Manager for all presentations to the Town Board of Trustees required for service areas 1,2 and 3.

D. Coordination with the Division and Colorado Stormwater Council

Chavez Consulting Inc., LLC will coordinate the Town's participation in the Colorado Stormwater Council. Technical support will also be provided for communications with the Water Quality Control Division.

Service Area 2: Public Works Operations

A. Project Management

Public works project management support will be provided on an as needed basis. Chavez Consulting Inc., LLC will coordinate the completion of public works projects with contractors and the Town Administrator. Services provided include grant management, contractor oversight and construction contract administration.

B. Public Works Operations

Public works operations management support will be provided to the Town Administrator on an as needed basis. Chavez Consulting Inc., LLC will assist the Town Administrator and Road Department supervisor and staff as needed to address operational issues that may arise on occasion.

Resources

Chavez Consulting Inc., will provide its own electronic resources to complete the required services. Documents will be produced in Word and PDF formats. Presentations will be prepared using PowerPoint. Travel expenses (if incurred) will be priced separately and directly billed to the Town.

Timeline for Execution

The following timeline is proposed for completion of the services provided. All work proposed should be completed by this date. Please note this timeline provides a suggested schedule and does not reflect billable hours needed to complete the service.

Description	Start Date	End Date	Duration
Service Area 1	February 12, 2024	January 31, 2025	12 months
Service Area 2	February 12, 2024	January 31, 2025	12 months

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. The following cost estimates are provided for evaluation purposes. The base fee for services is \$150.00 per hour. Costs for all services will be billed based on actual hours spent performing the service, rounded up to the nearest quarter hour. Actual billable hours and costs may vary due to factors outside the control of Chavez Consulting Inc. Travel time is priced separately, please see note at end of table.

Cost: Service Area #1	Estimated Hours	Cost
MS4 Permit Administration	60	\$9,000
Cost: Service Area #2	0	0
Public Works Operations	80	\$12,000
Total:	140	\$21,000.00

Note:

1. Travel time is billed at \$50.00 per hour.

Billing

Chavez Consulting Inc., will bill monthly (1st of the month) for services rendered in the preceding calendar month.

Payment

Payment is due within 30 days upon receipt of the invoice for services.

QUALIFICATIONS

Please refer to my webpage: www.chavezconsultinginc.com to review my qualifications.

CONCLUSION

Chavez Consulting Inc., looks forward to working with the Town of Palmer Lake to address its MS4 permit compliance concerns. I am confident that we can meet the challenges ahead, and stand ready to partner with the Town of Palmer Lake in developing a compliant, sustainable and effective stormwater program consistent with the MS4 permit.

Notification of acceptance of this proposal must be provided. If you have questions on this proposal, feel free to contact me at your convenience by email at johnchavez@chavezconsultinginc.com or by phone at (719) 251 5580. I will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Signed (Acceptance of Proposal)

John B. Chavez
Chavez Consulting Inc., LLC
February 15, 2024

Print Name:

Date:

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 15-2024

A RESOLUTION TO ADOPT THE TOWN MASTER FEE SCHEDULE 2024

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

WHEREAS, the Town Board of Trustees desires to maintain a fee schedule for Town fees for convenience to the Town Staff and the Citizens and Businesses of 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 Master Fee Schedule for the year 2024, 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 22ND DAY OF FEBRUARY 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
ADMINISTRATION - LICENSES & PERMITS		
BUSINESS LICENSE		Ch 5.04
New Application	\$75	
Annual Renewal	\$50	
SIGN PERMIT	\$100 / sign	Ch 17.76
SHORT TERM RENTAL		Ch 5.08
Safety Inspection Fee	\$75	
Class 1 owner occupied		
New Application	\$250	
Annual Renewal	\$150	
Class 2 non-owner occupied		
New Application	\$500	
Annual Renewal	\$300	
LODGING FEE (less than 30 consecutive days)	\$2 / night	Ch 3.08
OUTDOOR AMPLIFIED SOUND EVENT PERMIT	\$0	
PUBLIC DISPLAY PERMIT	\$0	Ch 5.36
LIQUOR SPECIAL EVENT PERMIT (non-profit ONLY)	\$100 / day	
LIQUOR LICENSE - Local Fee		Ch 5.24
<i>*See Colorado Department of Revenue (Fee to State - New & Annual Renewal)</i>		
https://sbg.colorado.gov/liquor		
<i>*Meet with Town Clerk for NEW application packet including all respective fees</i>		
New License Application	\$1,000	
Transfer of Ownership	\$750	
Change of Location	\$750	
Renewal Application	\$100	
Corporation/LLC Change - Legal Entity	\$100	
Manager Registration	\$75	
Take Out / Delivery Permit	\$15	
Local License Fee - Restaurant/Lodging/Tavern (depends on license type)	\$75	
MARIJUANA LICENSE - Local Fee		Ch 5.20-21
<i>*See Colorado Department of Revenue (Fee to State - New & Annual Renewal)</i>		
https://sbg.colorado.gov/med/applications-and-forms		
<i>*Meet with Town Clerk for NEW application packet</i>		
New (Initial) Application Fee	\$2,500	
New/Annual Renewal License Fee for Medical MJ	\$1,500	
New/Annual Renewal License Fee for Recreational MJ	\$2,000	
Change - Modification of Premises	\$500	
<i>*Note: DR 8545, item 3. MOP - Local Licensing approval prior to MED approval per Rule 2-260</i>		
Change - Legal Structure (Member)	\$500	
Transfer of Ownership	\$2,500	
DUPLICATE LICENSE FEE	\$10	
LATE RENEWAL FEE > 30 DAYS	\$15	
SOLICITOR / PEDDLER PERMIT	\$25 / day	Ch5.12/16
SPECIAL EVENT PERMIT	\$100 / event	
<i>*Fee plus applicable reservation/rental fees</i>		
TOWN PROPERTY - RESERVATION & RENTAL FEES		
PALMER LAKE PAVILION		
Resident - minimum 4 hour	\$50 / 4-hour	
Resident - full day	\$100 / day	
Non-resident - minimum 4 hour	\$75 / 4-hour	
Non-resident - full day	\$150 / day	
VILLAGE GREEN / GAZEBO		
Resident - minimum 4 hour	\$50 / 4-hour	
Resident - full day	\$100 / day	
Non-resident - minimum 4 hour	\$75 / 4-hour	
Non-resident - full day	\$150 / day	
CENTENNIAL PARK / GAZEBO		
Resident	\$75 / day	

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
Non-resident	\$100 / day	
GLEN PARK / PICNIC AREA		
Resident	\$50 / day	
Non-resident	\$75 / day	
NON-REFUNDABLE (PORTION) RESERVATION FEE	\$25	
PLUS DAMAGE DEPOSIT FOR PROPERTY (Refundable)	\$75	
ROCKIN RAILS DISC GOLF COURSE		
Special Event	\$150 / day	
League Play (criteria)	\$250 / year	
REFUNDABLE DAMAGE DEPOSIT	\$250 / event	
HISTORIC TOWN HALL		
Rental Event by Hour	\$50 / hour	
Non-Profit Event	\$25 / event	
RENT/ Round Tables (10) & Chairs (80)	\$250 / event	
Set: 1 table & 8 chairs	\$25 / set	
Town Hall Maint/Utility Fee	\$65 /event	
PLUS Damage Deposit (Alcohol)	\$500 / event	
GLEN TRAILHEAD PARKING (+ applicable payment process fee)	\$5 / day	
<i>*Holiday/special event parking may be modified</i>		
PUBLIC WORKS & WATER FEES		
NEW WATER TAP/LINE SET		Ch 13.08
Tap Fee, based on tap size:		
3/4" (or smaller)	\$ 23,838.42	
1"	\$ 43,667.22	
1.5"	\$ 76,714.43	
2"	\$ 116,369.65	
3/4" (or smaller) out of town	\$ 35,757.63	
1" irrigation	\$ 65,500.83	
2.5"	\$ 164,346.99	
4"	\$ 318,770.96	
Meter (with accessories and inspection)	\$650 -> 850	
<i>Coordinate with Water Department for inspection</i>		
Minimum Monthly Bill (before usage), based on tap size:		
3/4" (or smaller)	\$ 85.00	
1"	\$ 111.85	
1.5"	\$ 157.01	
2"	\$ 211.24	
3/4" (or smaller) out of town	\$ 127.50	
1" irrigation	\$ 167.78	
2.5"	\$ 277.04	
4"	\$ 489.94	
Water Usage Rates (meters read in 100 gl increments)		
1-999 gl	\$ 0.840 per 100 gal	
1,000-2,999 gl	\$ 1.20 per 100 gal	
3,000-5,999 gl	\$ 1.45 per 100 gal	
6,000-8,999 gl	\$ 1.65 per 100 gal	
9,000-11,999 gl	\$ 1.90 per 100 gal	
12,000-19,999 gl	\$ 2.10 per 100 gal	
20,000+ gl	\$ 2.30 per 100 gal	
Tap Fees are subject to annual 5% increase per Resolution 54 of 2023		
Water Usage Rates and Base Fees are established per Resolution 54 of 2023		
Water Flushing R _c (meters read in 100 gl increments)		
1-2999 gl	\$ 2.80 per 100 gal	
3000-5999 gl	\$ 3.00 per 100 gal	
6,000-12,999 gl	\$ 3.20 per 100 gal	
13,000-24,999 gl	\$ 3.40 per 100 gal	
25,000+ gl	\$ 3.60 per 100 gal	
LATE PAYMENT FEE	\$15 / mo	

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
PAST DUE INTEREST RATE (water charge only)	18% / yr	
SHUT OFF / TURN ON DUE TO NON PAYMENT	\$20 /incident	
SHUT OFF / TURN ON SERVICE CALL DURING BUSINESS HOURS	\$0	
NON-EMERGENCY SERVICE CALL	\$45 /incident	
EMERGENCY SERVICE CALL	\$0	
RESIDENTIAL WELL PERMIT - subject to \$15,000 drilling allowance	\$23,838.42	
DRIVEWAY / STREET CUT PERMIT (ROW)	\$200	
DEMOLITION PERMIT	\$100	
LAND USE APPLICATIONS		
<i>*Fees PLUS applicable land use 2% use tax</i>		Ch 16
NEW CONSTRUCTION, ADDITION (Building Permit)	\$200+	
OTHER (Remodel, Re-roof, Deck, Solar, etc)	\$50+	
DRAINAGE	Calculation w/land use	EST/MIN TIME:
PRE-APPLICATION MEETING	\$0	Involves all Dept Sup/Consult
PRELIMINARY PLAT	\$500 -> 1000 + \$100/lot	Min-3 hours ~ 2 staff
FINAL PLAT	\$500 -> \$1000 + \$200/lot	Min-3 hours ~ 2 staff
MASTER PLAN	\$1,000+	Multi - all staff/consult
MINOR SUBDIVISION (less than 5 parcels)	\$750 -> \$1,000	Min-3 hours ~ 2 staff/consult
REPLAT/RESUBDIVISION APPLICATION	\$500 -> \$1,000	Min-4 hours ~ 2 staff/consult
VACATION of RIGHT OF WAY, EASEMENT, PLAT	\$500 -> \$1,000	Min-4 hours ~ 3 staff/consult
ANNEXATION Over 10 Acres	\$1,000 -> \$2,500	Multi - all staff/consult
ANNEXATION 10 Acres or Less	\$2,000	Multi - all staff/consult
CONDITIONAL USE REQUEST	\$250 -> \$500	Min-3 hours ~ 2 staff
VARIANCE (APPEAL) - RESIDENTIAL	400 -> \$300	Min-3 hours ~ 2 staff
VARIANCE (APPEAL) - NON-RESIDENTIAL	\$500	
PLANNED UNIT DEVELOPMENT (PUD) REQUEST	was \$1,000	Multi - all staff/consult
PUD Sketch Plan (Concept)	\$750 + 100/lot	"
PUD Plan 5 Acres or Less	\$2500 + 100/lot	
PUD Plan Over 5 Acres	\$2500 + 200/lot	
PUD Final Development Plan	\$3,000	"
PUD AMENDMENT Minor/Major	\$1,500	"
REZONING REQUEST (Change) <i>excludes PUD</i>	500 -> \$1,000	Min-3 hours ~ 2 staff/consult
REZONING - Zoning Amendment (Map/Text Correction)	\$300	
SITE DEVELOPMENT PLAN REVIEW - RESIDENTIAL (more than 1 unit)	\$500	
SITE DEVELOPMENT PLAN REVIEW - NON-RESIDENTIAL	\$750	Min-3 hours ~ 2 staff/consult
VESTED RIGHTS FEE	\$500	
FEE IN LIEU OF SCHOOL LAND DEDICATIONS	Per School District	
Single Family Detached	\$2,218	
Townhouse/Duplex/Single Family Attached	\$1,413	
Multi-Family/Other	\$992	
COMMUNITY MASTER PLAN AMENDMENT	\$500	
ADMINISTRATION - OTHER FEES		
NOTARY SERVICE	\$0	
LATE FEE / MONTH (after 30 days as applicable)	\$15	
NSF FEE (Includes bank service fee, if applicable)	\$29	
PUBLIC RECORD / CORA		
Letter size (b/w photocopy - pg 1-5 no cost)	\$0.25 / page > 6	
Legal or larger b/w photocopy	\$0.50 / page	
FAX Transmittal	\$2 / page	
Document certification	\$5 / Cert	
Portable media - CD/DVD/Flash Drive	Actual Cost	
Research, Retrieval, Data Manipulation (1st hour no cost)	\$30 / hour	
US First Class Mail requested	USPS rate	
FIRE SERVICES NOTE: Fire review/inspection fees based on 2015 IFC		2015 IFC
PLAN REVIEW		
Subdivision/Development Plans	< 10 acres	\$500

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
> 10 acres	\$750	
Single Family Residence (1 inspection)	\$100	
Tenant Finish/Remodel - Commercial		
< 1500 SF	\$174	
1500 - 5000 SF	\$312	
5001 - 10,000 SF	\$1,521	
10,001 - 50,000 SF	\$1,782	
50,001 - 100,000 SF	\$2,673	
> 100,001 SF	\$6,855	
FIRE INSPECTION		
Variance Request	\$500	
Nuisance (after 5th call)	\$325 / call	
Fire Watch (minimum 2 hours)	\$138 / hour	
<u>Water Plan Reviews & Inspections</u>		
Plan review	\$140.00	
Inspection first fire hydrant	\$115.00	
Inspection each additional hydrant	\$58.00	
Inspection, per fire line	\$230.00	
Water tank for fire suppression	\$650.00	
<u>Construction Plan Reviews & Inspections</u>		
A-1 - 50,000 square feet (sq. ft.) or less	\$1,377.00--\$1,402.00	
A-2 - 5,000 sq. ft. or less	\$440.00	
A-2 - 5,000 + sq. ft. - 10,000 sq. ft.	\$567.00	
A-2 - Each additional 10,000 sq. ft. or portion thereof greater than 10,000 sq. ft.	\$567.00	
A-3 - 12,000 sq. ft. or less	\$440.00	
A-3 - 12,000 + sq. ft. - 50,000 sq. ft.	\$567.00	
A-3 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.	\$567.00	
A-4 - 12,000 sq. ft. or less	\$510.00	
A-4 - 12,000 + sq. ft. 50,000 sq. ft.	\$740.00	
A-4 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.	\$740.00	
A-5 - 10,000 sq. ft. or less	\$510.00	
A-5 - 10,000 + sq. ft. - 50,000 sq. ft.	\$1,300.00	
B - 10,000 sq. ft. or less	\$312.00	
B - 10,000 + sq. ft. - 50,000 sq. ft.	\$370.00	
B - 50,000 + sq. ft. - 100,000 sq. ft.	\$567.00	
B - Each additional 50,000 sq. ft. or portion thereof greater than 100,000 sq. ft.	\$567.00	
F-1 - 12,000 sq. ft. or less	\$498.00	
F-1 - 12,000 + sq. ft. - 50,000 sq. ft.	\$765.00	
F-1 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.	\$765.00	
F-2 - 12,000 sq. ft. or less	\$370.00	
F-2 - 12,000 + sq. ft. - 50,000 sq. ft.	\$625.00	
F-2 - Each additional 50,000 sq. ft. or portion thereof greater than 50,000 sq. ft.	\$625.00	
H - All groups	\$382.00	
I-4	\$450.00	
M - 10,000 sq. ft. or less	\$370.00	
M - 10,000 + sq. ft. - 50,000 sq. ft.	\$440.00	
M - 50,000 + sq. ft. - 100,000 sq. ft.	\$880.00	
M - Each additional 50,000 sq. ft. or portion thereof greater than 100,000 sq. ft.	\$440.00	
R-1 - Up to and including 30 sleeping units	\$510.00	
R-1 - 31 to 100 sleeping units	\$1,755.00	
R-1 - Each additional 30 sleeping units or portion thereof greater than 100	\$510.00	
R-2 - Up to and including 10 dwelling/sleeping units	\$255.00	
R-2 - 11 - 30 dwelling/sleeping units	\$370.00	
R-2 - 31 - 100 dwelling/sleeping units	\$797.00	
R-2 - 101 - 150 dwelling/sleeping units	\$1,785.00	
R-2 - 151 - 200 dwelling/sleeping units	\$2,270.00	
R2 - Each additional 50 dwelling/sleeping units or portion thereof greater than 200	\$567.00	

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
R-2 - Townhomes, per building	\$150.00	
R-3 - Wildland urban interface (WUI) home	\$200.00	
R-4	\$370.00	
S-1 & S-2 - 10,000 sq. ft. or less	\$312.00	
S-1 & S-2 - 10,000 sq. ft. - 50,000 sq. ft.	\$510.00	
S-1 & S-2 - 50,000 sq. ft. - 100,000 sq. ft.	\$975.00	
S-1 & S-2 - Each additional 50,000 sq. ft. or portion thereof greater than 100,000 sq. Ft	\$510.00	
U	\$255.00	
Other occupancies or uses not listed	\$740.00	
Shell building	\$382.00	
Foundation only/ superstructure/ limited review	\$75.00	
Smoke management system, exhaust method	\$1,160.00	
Smoke management system, pressurization method	\$3,125.00	
Radio amplification	\$230.00	
Other construction permits not listed	\$370.00	
<u>Fire Alarm System Plan Reviews & Inspections (Triggered by Occupancy Type)</u>		
5-Device letter	\$100.00	
50 or less initiating devices and/or notification appliances	\$312.00	
51 - 100 initiating devices and/or notification appliances	\$567.00	
Each additional 20 initiating devices and/or notification appliances greater than 150	\$995.00	
Residential fire alarm system - single family home	\$300.00	
Change in monitoring technology	\$185.00	
Firefighter communications systems other than radio amplification	\$415.00	
2-way elevator communications	\$300.00	
<u>Fire Sprinkler System Plan Reviews & Inspections (Triggered by Occupancy Type)</u>		
20 - Head letter	\$100.00	
100 sprinkler heads or less, includes 1 wet pipe sprinkler system riser	\$497.00	
101-200 sprinkler heads	\$740.00	
201-300 sprinkler heads	\$995.00	
Each additional 100 sprinkler heads or portion thereof greater than 300	\$255.00	
Each additional wet pipe sprinkler system riser and/or backflow retrofit	\$242.00	
Each standpipe system riser	\$242.00	
Each dry pipe, preaction, and/or deluge system valve	\$242.00	
Each fire pump or foam system	\$530.00	
13D system, sprinkler systems in one- and two-family dwellings and manufactured homes	\$425.00	
NOTE: Three sprinkler system inspections shall be allowed, per permit, prior to assessing a trip fee.		
<u>Fixed Fire Extinguishing System Plan Reviews & Inspections</u>		
First wet/dry chemical extinguishing system	\$370.00	
Each additional wet/dry chemical extinguishing system	\$127.00	
Gaseous extinguishing system	\$880.00	
Water mist extinguishing system	\$1,900.00	
<u>Miscellaneous Permits & Plan Reviews</u>		
Cancelled projects prior to permit, per hour or portion thereof	\$140.00	
Work at Risk Permit	\$500.00	
System Demolition Permit	\$185.00	
Pre-plan submittal consult, free first thirty minutes, \$140 each subsequent hour or portion	\$140.00	
<u>Miscellaneous Inspections</u>		
Convenience inspection, first two hours or portion thereof	\$350.00	
Convenience inspection, exceeding two hours, each additional hour or portion thereof	\$175.00	
Courtesy inspection, per hour or portion thereof	\$115.00	
Trip Fee, second and subsequent partial inspection	\$200.00	
Re-inspection	\$100.00	
NOTE: A re-inspection fee may be applied if the site is inaccessible and/or		

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
work is not sufficiently pre-tested, or hazards are not completed in the required timeframe.		
Definitions/Explanations *see addendum		
Hazardous Materials (Construction Associated with Building Permits)		
See Chapter 2 of the International Fire Code for occupancy classification examples		
M - Up to and including 10,000 sq. ft	\$295.00--\$510.00	
Operational Permits		
Special Events/Fairs	\$150.00	
Miscellaneous Combustible Storage	\$150.00	
Open Flames and Candles	\$150.00	
Storage of Scrap Tires & Byproducts	\$200.00	
Temporary Membrane Structures, Tents and Canopies	\$100.00	
Explosives/Blasting	\$50.00	
Pyrotechnics, Fireworks, Special Effects/Theatrical Performances	\$150.00	
Food Vendor with Flame Device	\$25.00	
POLICE SERVICES		
INK FINGERPRINTS	\$20	
SEX OFFENDER REGISTRATION	\$25	
VIN VERIFICATION	\$10	
VIN VERIFICATION FOR ADDITIONAL VEHICLE(S)	\$5	
<i>Check or Money Order - Payable to Town of Palmer Lake</i>		
<i>Credit Card payment at www.townofpalmerlake.com (MUST specify what payment is for)</i>		
<i>Coordinate appointment with Police: Call 719-481-2934</i>		
EXTRA DUTY ASSIGNMENT	\$50 / hour	
PUBLIC SAFETY RECORD REQUESTS		
Traffic Accident Reports	\$10	
Case Reports (1-10 pages)	\$15	
Case Reports (page 11 and after)	\$0.25 / page	
Research/Retrieval of Records (1st hour free)	\$30 / hour	
Digital Video/Audio/Photograph copies	\$25	
Research/Retrieval of Records (1st hour free)	\$30 / hour	
All 3rd Party Printing	Actual cost	
MUNICIPAL COURT		
COURT COST (includes docket fee)	\$40	
OJW FEE	\$30	
WARRANT FEE (determined by Municipal Judge)	\$300-800	
CITATION SCHEDULE		
<i>Note: A 37% surcharge will be added to citations</i>		
IMPOUNDING ANIMALS		Ch 7.04
Redeem Fee	\$40	
Additional Fee within 12 months	\$60	
DOGS		Ch 7.08
1st offense	\$45	
2nd offense	\$75	
3rd offense	\$100	
VICIOUS DOG		
1st offense	\$75	
2nd offense	\$100	
3rd offense	\$150	
DOMESTICATED POULTRY & FOWL (PETS)		Ch 7.12
1st offense	\$45	
2nd offense	\$75	

TOWN OF PALMER LAKE FEE SCHEDULE

	2023 FEE	Code Ref:
3rd offense	\$100	
FEEDING OR ATTRACTING GAME WILDLIFE		Ch 7.16
1st offense	\$100	
2nd offense	\$500	
3rd offense	\$1,000	
JUNKYARD AND DUMPING GROUNDS		Ch 8.12
1st offense followed by 8.04.040 Abatement	\$250	
NUISANCES BY CODE		
1st offense	\$45	
2nd offense	\$75	
3rd offense	\$100	
ABATEMENT		Ch 8.04
Actual cost plus daily citation not resolved	\$100	
FALSE ALARM		Ch 9.04
1st offense followed by charge under C.R.S. 18-8-111	\$500	
DOG AT RESERVOIR		
1st offense	\$800	
PARKING VIOLATION	\$50	Ch 10.08
TRAFFIC VIOLATION		Ch 10.08
Per adopted current Model Traffic Code		
SETTING FIRES WITHIN WATER SYSTEM	\$1000+	Ch 13.20
EXTERIOR LIGHTING VIOLATION		Ch 14.20
1st offense, per fixture	\$50	
2nd offense, per fixture	\$100	

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

RESOLUTION NO. 20 - 2024

A RESOLUTION REGARDING MIGRANT RESPONSE AND DECLARING STATUS AS A NON-SANCTUARY TOWN, PALMER LAKE, COLORADO

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

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

WHEREAS, a “Sanctuary Town” is a jurisdiction that limits cooperation with federal immigration authorities, limits or fails to provide information about immigration status and limits the length of immigration detainers; and

WHEREAS, the Town of Palmer Lake believes in and is committed to securing the border, enforcing immigration laws to protect the community, and upholding the laws of the State of Colorado and the principles of the United States Constitution; and

WHEREAS, the citizens of the Town of Palmer Lake have expressed concern over the transport of migrants entering the country illegally into the Town’s jurisdictional limits, which may compromise the safety, well-being, and resources of the Town and its residents.

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

Section 1. The Town hereby makes the following statements regarding migrant response:

- 1) The transport of migrants entering the country illegally into the Town may compromise the safety, well-being, and resources of the Town and its residents; and
- 2) The Town calls upon the President of the United States to take immediate and effective action to secure the border and enforce immigration laws to address the concerns of the community; and
- 3) The Town recognizes the importance of legal immigration and welcomes individuals to apply through the legal process; and
- 4) The Town encourages open dialogue and collaboration with state and federal authorities to address immigration concerns and work towards solutions that align with the well-being and safety of the community; and
- 5) The Town urges its residents to support and uphold the principles of legal immigration, respecting the laws and processes in place; and
- 6) The Town hereby declares itself a “non-sanctuary” town.

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 22nd DAY OF FEBRUARY 2024.

TOWN OF PALMER LAKE, COLORADO

Glant Havenar, Mayor

ATTEST:

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

Dear residents of Fountain, Green Mountain Falls, Calhan, Manitou Springs, Monument, Palmer Lake, Ramah, and Colorado Springs:

As leaders of your cities, we want to communicate with you proactively about the migrant crisis occurring in cities just north of us. We know there has been significant national news about the crisis at the Southern border, and its potential impacts on interior cities. We know that our colleagues in Denver are facing a significant crisis as they manage the arrival of hundreds of people per week, and we recognize that this crisis could well spill over to each of our communities with little warning.

Let us first discuss the press coverage, to include that sparked by the El Paso County Commissioners' press conference two weeks ago. Much of the information shared has been exaggerated or speculative, and we feel the need to set the record straight. Government is tasked with providing accurate information, and keeping citizens informed, not alarming or misrepresenting. The City of Denver is not and has not chartered busses to send migrants to any Colorado city, nor does it expect to. None of us have been asked to receive or shelter migrants by the City of Denver or the State of Colorado. Reports of busses of hundreds of migrants have proven false, and such false reports put undue stress on city resources.

In unity, the mayors of El Paso County wish to make it explicitly clear that our respective municipalities are not designated as sanctuary communities. We are committed to upholding the constitution and federal immigration laws, and we recognize that immigration law is exclusively a power of the federal government. While we all implore the federal government to take action to secure the southern border and control the flow of migrants into the nation, we also recognize the impact this crisis is having on cities nationwide, and we recognize the vital importance of maintaining open communication and collaborative decision-making processes within our county.

We strongly urge the El Paso County Commissioners to engage in meaningful consultations with us, the mayors, before making public statements that have a negative impact on our communities. Regardless of political viewpoints, local communities are charged with planning for all scenarios, and we will do so, together. As mayors and leaders, we do not have the luxury of making inflammatory statements and doing little else. Cooperation and understanding between local government entities are crucial to ensure the well-being and harmony of our residents.

Let us be clear: our communities, while diverse and resilient, simply do not possess the financial and infrastructure resources required to support large numbers of migrants. While we feel for our fellow Coloradans in Denver, we remain devoted to addressing the needs and concerns of our residents above all, and we request a collaborative approach to this situation that respects the autonomy and unique needs and resources of individual municipalities within El Paso County.

We want our residents to know we will continue to communicate openly and accurately, plan for all scenarios and work together in the best interests of residents of El Paso County. We implore our County Commissioners to do the same.

Sincerely,

DRAFT



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Consider Ordinance to Create Rezoning Language
Presented by: Town Administrator		

Background

Currently, the town code does not have language that defines and provides criteria for the rezoning process. This new code will include the following for rezoning activity with land use –

- Rezoning requiring a change to the official map
- Text amendment rezoning
- Legislative rezoning
- 2/3rd rule to protest
- Change of Use

Recommendation

Staff requests approval of the ordinance for guidance in rezoning requirements.

TOWN OF PALMER LAKE, COLORADO

ORDINANCE NO. 3-2024

AN ORDINANCE AMENDING THE PALMER LAKE MUNICIPAL CODE TO ADD PROVISIONS REGULATING REZONING OF PROPERTY, TEXT AMENDMENTS TO THE LAND USE CODE, AND CHANGES OF USE OF PROPERTY WITHIN THE TOWN

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

WHEREAS, the Board of Trustees has determined that the Town's zoning code either does not address, or does not address with sufficient clarity regulations governing rezoning of property within the Town, text amendments to the Town's land use code, and changes of use of property within the Town; and

WHEREAS, the Board of Trustees believes it is important to provide clear and thorough regulations addressing such issues; and

WHEREAS, The Board of Trustees has received, reviewed and considered proposed additions to the Town Code, as set forth in Exhibit A, attached, regarding such issues; and

WHEREAS, the Board of Trustees has concluded that it is in the best interest of the health, safety and welfare of the Town to adopt the code provisions as set forth on Exhibit A, attached and add them to the Town Code.

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

1. The Palmer Lake Municipal Code is hereby amended by adding the following sections as set forth in their entirety on Exhibit A, Attached:
 - a. Section 17.14.10 – Rezoning
 - b. Section 17.14.20 – Text Amendments to the Land Use Code
 - c. Section 17.14.30 – Change of Use
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF FEBRUARY, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

EXHIBIT A

Section 17.14.10 Rezoning

Applicability. This section applies to all applications to change the zoning district classification of a lot or parcel to a different zoning district classification, including applications to create or repeal a Planned Unit Development zoning district, or to create, modify, or repeal an overlay zoning district.

Initiation of Amendments to Text or Official Zoning Map. The Board of Trustees may from time to time amend, supplement, change, or repeal the regulations and provisions of this Chapter. Amendments to the text of this Code may be initiated by the Board of Trustees, Town Staff, or Planning Commission, or by written application of any property owner or resident of the Town. Amendments to the zoning district map may be initiated by the Board of Trustees, Town Staff, or the Planning Commission, or by a real property owner in the area to be included in the proposed amendment.

General Rezoning of the Town. Whenever the zoning district map is to be changed or amended incidental to or as part of a general revision of this Code, whether such revision is made by repeal of the existing zoning code and enactment of a new zoning code or otherwise, the requirement of an accurate survey map or other sufficient legal description of, and the notice to and listing of names and addresses of owners of real property in, the area of the proposed change, shall be waived. However, the proposed zoning map shall be available for public inspection in the Town Hall during regular business hours for fifteen (15) days prior to the public hearing on such amendments.

To initiate a rezoning of private property, the petitioner must be the owner of the affected property or a person with the signed authorization of the owner to present the application.

If a proposed rezoning is inconsistent with the Community Master Plan (aka Comprehensive Plan), the Community Master Plan shall be amended prior to approving the rezoning. The request may only be approved if the applicant demonstrates that the rezone is justified because of changed or changing conditions in the particular area, in the Town in general, or that the rezoning is necessary to correct a manifest error in the existing zone classification.

Rezoning Amendment Application Process.

- (1) The Board of Trustees may amend the boundaries of any zone district as shown on the Official Zoning Map.
- (2) A zoning change of individual property may be initiated by the Town, by citizen petition or by application filed by the landowner.
- (3) **Town Initiated Zoning Change.** Requests for zoning changes initiated by the Board of Trustees, Planning Commission, or Town Staff will be prepared as a draft ordinance by the Town Attorney and Town Staff and shall be reviewed and considered by the Planning

Commission and presented to the Board of Trustees at a public hearing. In this instance, the Town shall be considered to be the applicant.

- (4) Owner or citizen Initiated Zoning Change of private property. The petitioner must be the owner of the property or a citizen of the Town who has submitted the application with a petition signed by owners of all of the land affected by the request. All applicants are advised there is no right to a change of zoning.
- (5) The Planning Commission and Board of Trustees may consider the following evaluation criteria for the analysis of zoning amendment applications:
 - (1) The compatibility of the zoning change with the surrounding zone districts and land uses in the vicinity of the site including the characteristics of the existing neighborhood, the applicable dimensional requirements, and the suitability of the site for development in terms of on-site characteristics.
 - (2) Present and future impacts on the existing adjacent zone districts, uses, and physical character of the surrounding area.
 - (3) The proposed use complies with all applicable requirements of this Land Development Code, including without limitation any applicable standards.
 - (4) The land proposed for a zoning change, or adjacent land has changed or is changing that it is in the public interest and consistent with the intent, purpose, and provisions of this Chapter and the Community Master Plan (aka Comprehensive Plan) to encourage different densities or uses.
 - (5) That the proposed rezoning is needed to provide land for a demonstrated community need or service and such rezoning will be consistent with the goals, objectives, and policies contained within the adopted Town of Palmer Lake plans.
 - (6) Any impacts on the surrounding area associated with the environment, wildlife, access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, odor, and other material adverse impacts have been addressed and/or mitigated to the maximum extent practicable.
 - (7) The Town or other service providers have the capacity to serve the development enabled by the rezoning with adequate roads, water, sewer, and other public services and facilities.
 - (8) The recommendations of referral agencies have been considered and addressed to the maximum extent practicable.
 - (9) Present and future impacts on public facilities and services, including but not limited to fire, police, water, sanitation, roadways, parks, schools, and transportation.

- (10) The relationship between the proposal and the adopted Community Master Plan, Parks Plan, and adopted 3-Mile Annexation Plan.
 - (11) Public benefits arising from the proposal.
- (b) That the existing zoning classification currently recorded on the Official Zoning Map is in error.
- (c) Zoning Protest. In case of a protest against a proposed rezoning filed with the Town Clerk at least twenty-four (24) hours prior to the public hearing and signed by the owners of twenty (20) percent or more either of: (1) the area of the property included in such proposed change; or (2) the area immediately adjacent to the area proposed to be rezoned, extending for a radius of one hundred (100) feet therefrom, disregarding intervening public streets and alleys, such amendment shall not become effective except by the favorable vote of two-thirds of the members of the Board of Trustees.
- (d) Legislative Rezoning. The Board of Trustees may, upon request of the Planning Commission, the Town Administrator, or on its own motion, initiate a procedure for rezoning a significant area of the Town, consisting of six or more individual ownership parcels. This rezoning is a legislative not a quasi-judicial act and may be accomplished by ordinance without notice to individual landowners. The protest procedures of Subsection (c) above shall not apply. The procedure for legislative rezoning shall be as follows.
- (1) Requests for legislative rezoning initiated by the Board of Trustees, Planning Commission or the Town Administrator will be prepared as a draft ordinance by the Town Attorney and Town staff. In this instance the Town shall be considered to be the applicant.
 - (2) After conducting its review on the request, the Planning Commission shall transmit its recommendations to the Board of Trustees.
 - (3) Notice of the public hearing before the Board of Trustees shall be given by publication of the request. The notice shall be published in a newspaper of general circulation in the Town and by posting at the Town offices. Separate notice to individual property owners is not required but may be given at the sole discretion of the Town. The Town choosing not to give such individual notice shall not be a basis for the challenge of the legislative rezoning.
 - (4) The Board of Trustees shall consider the public testimony, the recommendations of the Comprehensive Plan, and the interests of the Town in general when considering a legislative rezoning. The rezoning shall not apply.
- (e) Zoning Change Procedures
- (1) Step 1: Preapplication Conference.
 - (2) Step 2: Zoning Amendment Application Submittal. It is the applicant's responsibility to ensure that accurate and complete information is provided. The applicant shall submit one (1) copy of the complete zoning amendment application package to the

- Town Administrator or designee and shall request that the application be reviewed by the Planning Commission and Board of Trustees. Note: In the case of text amendments, only Items a and b below are required in the case of a property owner or resident of the Town making such text amendment application.
- a. Completed Land Use Application Form
 - b. Application Fee and Fee Agreement. A non-refundable fee is collected to cover the cost of review by the Development Review Team (DRT) and any other expert whom the Town may wish to review the application; and notice and publication expenses. The Town Administrator or designee shall provide the applicant with a copy of the most current fee schedule and fee agreement form.
 - c. Legal Notice Form. The applicant shall prepare the legal notice form and return it to the Town with an electronic copy of the legal description in MS Word™ format.
 - d. Mineral Estate Rights Affidavit. The mineral rights affidavit must be current and must be dated no more than thirty (30) days before the date of the rezoning application submittal.
 - e. Current proof of ownership in the form of title insurance issued or attorney title opinion within thirty (30) days of submission of the application.
- (3) Step 3: Zoning Amendment Application Certification of Completion. Within fifteen (15) days of submittal, the Town Administrator or designee shall either certify that the application is complete and in compliance with all submittal requirements or reject it as incomplete and notify the applicant of any deficiencies. The applicant shall then correct any deficiencies in the application package, if necessary, and submit the required number of copies of the application (as specified in the Zoning Amendment Technical Criteria form) to the Community Development Director. The original application and all documents requiring a signature shall be signed in blue ink.
- (4) Step 4: Final Staff Review and Report to Planning Commission. Staff shall complete a final review of the resubmitted materials and prepare a report to the Planning Commission explaining how the application is or is not consistent with the Criteria for Amendments to the Official Zoning Map or Criteria for Amendments to the Text of the Zoning Code.
- (5) Step 5: Set Zoning Amendment Public Hearing and Complete Public Notification Process.
- a. Map Amendments (Rezoning). Town Administrator or designee shall send notice of public hearing to the applicant, all property owners of record within three hundred (300) feet of the property in question, and all mineral interest owners of record no less than fifteen (15) days before the Planning Commission public hearing. The Town Administrator or designee shall also publish notice in a newspaper of general circulation and post a sign on the property in a visible location. The Town Administrator or designee shall prepare a public hearing notification sign to be posted on the property by the applicant. The applicant shall furnish to the Town an affidavit of posting on a

form provided by the Town Staff. The hearing may be held no less than fifteen (15) days from the date of property posting and newspaper publication. If the zoning amendment request is accompanying another application that is scheduled for public hearings before the Planning Commission and Board of Trustees, one (1) combined public hearing may be held on both applications.

- b. Text Amendments. The Town Administrator or designee shall publish notice in a newspaper of general circulation at least fifteen (15) days prior to the scheduled public hearing before the Planning Commission. No mailed notice or property posting is required.
- (6) Step 6: Planning Commission Public Meeting and Action on the Zoning Amendment. The Planning Commission shall hold a public hearing to review the zoning amendment based on the Criteria for Amendments to the Official Zoning Map or the Criteria for Text Amendments to the Zoning Code. The Planning Commission shall then make a recommendation to the Board of Trustees to approve, conditionally approve, or deny the zoning amendment application.
- (7) Step 7: Finalize Zoning Amendment Based on Planning Commission Comments. If necessary, the applicant shall revise the zoning amendment application based on the Planning Commission's comments and submit it to the Town Administrator or designee
- (8) Step 8: Complete Public Notification Process Notify Parties of Interest. Not less than fifteen (15) days before the date scheduled for the Board of Trustees public hearing, the Town Administrator or designee shall notify surrounding property owners within three hundred (300) feet, mineral interest and any owners of record, and other interested parties. The notice shall include the time and place of the public hearing, the nature of the hearing, the location of the subject property and the applicant's name. Such notice shall not be required for text amendments.
- (9) Step 9: Set Board of Trustees Public Hearing.
 - a. Map Amendments (Rezoning). In addition to mailed notice (Step 8), the Board of Trustees shall schedule a public hearing for the purpose of taking action on the zoning amendment. The Town Administrator or designee shall publish notice in a newspaper of general circulation and post a sign in a visible location. The hearing may be held no less than fifteen (15) days from the date of newspaper publication.
 - b. Text Amendments. The Town Administrator or designee shall publish notice in a newspaper of general circulation at least fifteen (15) days before the date scheduled for the Board of Trustees public hearing. No mailed notice or property posting is required.
- (10) Step 10: Board of Trustees Public Hearing and Action on the Zoning Change Amendment. The Board of Trustees shall, after receiving the report and recommendations from the Planning Commission, hold a public hearing and act upon the proposed amendment. Following the required hearing, the Board of Trustees shall consider the comments and evidence presented at the hearing, evaluate the application in accordance with the criteria listed above below and approve, approve with conditions, or deny the application, in whole or in part.

- (11) Step 11: Post Approval Actions.
- a. Upon approval of a zoning change amendment to the official zoning map by the Board of Trustees, the Town Clerk shall cause an appropriate revision of the official zoning map to be prepared for recording with the County Clerk and Recorder. In the event the zoning amendment was initiated by an interested party, the petitioner shall pay the Town's cost for the preparation of the revision to the official zoning map.
 - b. The applicant initiating the official zoning map amendment shall have thirty (30) days after approval of the amendment by the Board of Trustees to submit to the Town Clerk two (2) Mylar copies and three (3) copies of the approved zoning amendment map for recording, along with the recording fees and all other costs billed by the Town relative to the zoning amendment. A licensed surveyor, engineer or GIS Specialist shall prepare the zoning amendment map. Inaccurate, incomplete, or poorly drawn plans shall be rejected. In addition, the petitioner shall submit one (1) eleven (11) inch by seventeen (17) inch Mylar reduction of the zoning amendment map and an Auto CAD™ drawing file (Release 12 or higher) or ARCVIEW GIS drawing file of the zoning amendment map on a flash drive, or by other acceptable electronic transfer.
 - c. Within thirty (30) days of receipt of the zoning amendment map, the Town Clerk shall review the documents for compliance with the Board of Trustees' approval, obtain the Town officials' signatures and submit the approved zoning amendment map and the ordinance amending the official zoning map to the Weld County Clerk and Recorder's Office for recordation.
- (f) Map Amendment upon Zoning Establishment or Modification. Upon enactment of any ordinance annexing and establishing zoning or modifying existing zoning for any property, and upon final passage thereof, the Town shall amend the prior existing official maps to include the annexed area with the proper zoning classification or show the amended classification, as the case may be. Such updated current official map shall contain, in table form, the date and number of the ordinance amending it, the date the map was amended to reflect each amendment, and the initials of the person who checked and approved the change to the map.
- (g) Criteria for Amendments to Official Zoning Map. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the official zoning map shall not be amended except:
- (1) To correct a manifest error in an ordinance establishing the zoning for a specific property.
 - (2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally.
 - (3) The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the adopted Community Master Plan (aka Comprehensive Plan).

- (4) The proposed rezoning is necessary to provide land for a community-related use that was not anticipated at the time of the adoption of the Community Master Plan and the rezoning will be consistent with the policies and goals of the Community Master Plan.
- (5) The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area; or
- (6) A rezoning to a Planned Unit Development district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

This declaration of criteria for zoning map amendments shall not control an amendment that occurs incidentally to a general revision of the zoning map, nor shall such criteria necessarily apply with respect to a comprehensive reclassification of land into the zoning districts established by this Chapter or established by any later comprehensive revision of this Chapter.

Section 17.14.20 Text Amendments to the Land Use Code

Commentary: Per discussion with Staff, a zoning change to the map and a text amendment are two distinct sections.

- (a) Text amendments. Amendments to these regulations may be proposed by any person who is an owner of real property in the Town, by the Planning Commission, town staff, or by the Board of Trustees. Amendments to these regulations shall be known as text amendments and will be reviewed by the Planning Commission and the Board of Trustees.
- (b) Criteria for Text Amendments to the Zoning Land Use Code. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Chapter shall not be amended except:
 - (1) To correct a manifest error in the text of this Chapter.
 - (2) To provide for changes in administrative practices as may be necessary to accommodate the changing needs of the community.
 - (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Chapter; or
 - (4) To further the implementation of the goals and objectives of the Community Master Plan.
- (c) Upon approval of an ordinance amending, changing, or repealing part of the text of this Chapter, the Town Clerk shall certify a copy of the ordinance and place it in the official records of the Town, and make appropriate supplements to this Chapter.
- (d) Narrative. A written description of the proposed change to the text of this Chapter, including the citation of the portion of the Chapter to be changed and the wording of the proposed change. The description must provide the rationale for the proposed change, citing specific difficulties with the existing text and similar provisions in zoning codes of other jurisdictions that support the rationale of the proposed change. Particular attention should be given to addressing the criteria listed in Subsection (d) below. (Only for a text change.)
- (e) A legal description for all property to be considered for rezoning. (Only for a text change.)

Sec. 17.14.30-- Change of Use.

Commentary: Fire Departments and Fire Districts as well as PPRBD often want a change of use application to be added to the Land Use Code. This is because a change of use often impacts fire code, building code and parking requirements.

- (a) Applicability. A change of use approval is required for any change from one use to another use in a building, where both uses are allowed by right in the zoning district.
- (b) Purpose. The purposes of the change of use approval are:
 - (1) Public safety as provided for in the building, fire, and health codes, and
 - (2) Availability of adequate services such as water and sewer.
- (c) Review process.
 - (1) Step 1: Pre-application meeting at the discretion of the applicant.
 - (2) Step 2: Submit a change of use application package consisting of one paper copy of all items and one digital copy in the PDF file format.
 - a. Land Use Application Form.
 - b. Application fee and fee agreement.
 - c. Written description of the existing use and proposed use.
 - d. Site plan map as described in the land use application form.
 - e. Architect's written analysis of the proposed use compliance with the Land Use Code and Building Code.
 - f. Engineer's written analysis of the adequacy of water supply for the proposed use.
 - g. Water lawyer's written analysis of the adequacy of water rights for the proposed use.
 - (3) Step 3: Within fifteen (15) days of submittal, the Town Administrator or designee shall review the change of use application for completeness and notify applicant if the application is complete and accepted.
 - (4) Step 4: Staff distributes copies to other reviewers including Building Official, Fire Chief, and Town Engineer.
 - (5) Step 5: Within fifteen (15) days the other reviewers may submit comments to the Town Administrator or designee, who will forward all comments to the applicant.
 - (6) Step 6: The Town Administrator or designee reviews the comments and the project's compliance with the Land Use Code and makes a decision on the request for approval.



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

DATE: February 22, 2024	ITEM NO.	SUBJECT: Consider Ordinance for Land Use Application Procedure
Presented by: Town Administrator		

Background

The town code is generally absent of language for the land use application submittal process. The drafted language covers application forms, referrals, plot plans and site development plans. It also cleans up the cost reimbursement agreement language for the requirement of development applications.

Recommendation

Staff requests approval of the ordinance for guidance in the land use application procedures.

TOWN OF PALMER LAKE, COLORADO

ORDINANCE NO. 2 - 2024

AN ORDINANCE RELATING TO LAND USE APPLICATIONS

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

WHEREAS, the Board of Trustees has determined that the Town's zoning code, as set forth in Title 17 of the Palmer Lake Municipal Code is outdated, missing some important provisions, and in need of substantial revision for the protection and measured growth and development of the Town; and

WHEREAS, The Board of Trustees has received, reviewed, and considered proposed amendments as set forth in Exhibit A, attached, regarding various aspects of the zoning code, including:

Section 17.12.050 – Application Submittal and Completeness Review
 Section 17.12.055 – Application fees, costs reimbursement agreement
 Section 17.12.060 – Required Referrals
 Section 17.12.065 – Certificate of zoning compliance
 Section 17.12.070 – Plot Plan Required
 Section 17.12.075 – Site Development Plan

WHEREAS, the Board of Trustees has concluded that it is in the best interest of the health, safety, and welfare of the Town to adopt the code provisions as set forth on Exhibit A, attached.

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

1. Section 17.12.050 (Land Use Procedures), 17.12.055 (Application fees, cost reimbursement agreement), Section 17.12.060 (Certificate of zoning compliance) and Section 17.12.070 (Site Development Plan) of the Palmer Lake Municipal Code are hereby repealed and replaced in their entirety with the Sections and provisions set forth in Exhibit A, attached.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 22nd DAY OF FEBRUARY, 2024.

ATTEST:

TOWN OF PALMER LAKE, COLORADO

Dawn A. Collins
Town Administrator/Clerk

BY: _____
Glant Havenar
Mayor

EXHIBIT A

17.12.050. Application Submittal and Completeness Review for all applications.

(a) The applicant shall complete a general application form and an application form for each specific type of application, and tender the required application fee, sign the cost reimbursement agreement and any required deposit to the town administrator or designee.

(b) The town administrator, or designee, shall review the application for completeness with town department staff and the established Development Review Team (DRT) comprised of the contract Town Attorney, Town Engineer, Town Planner, and Town Drainage consultant. The applicant shall be notified whether the application is complete or needs any additions. If complete, the Town Administrator or designee shall issue a certificate of completeness within a reasonable period of time. No land use application shall be scheduled for further review until the application is deemed complete by the Town Administrator or designee. The Town Administrator or designee's determination of completeness is a final decision of the Town, subject to review only in the district court. If the application is complete, said application will then follow the application procedures for each type of application.

(Code 1973, § 17.12.050; Ord. No. 2-1980, § 9, 1980; [Ord. No. 11-2023](#), § 1, 4-13-2023)

17.12.055. Application fees, cost reimbursement agreement, and application forms.

(a) All applications submitted to the town pursuant to this chapter are subject to a non-refundable fee to cover the cost of review by the town and notice and publication expenses. Such fees are set by the board of trustees and may be amended by resolution.

(b) In addition to the fees provided for in subsection (a), the applicant shall enter into a cost reimbursement agreement to reimburse all the town's consulting costs and expenditures in reviewing an application including but not limited to attorney fees, consultant engineer fees, consultant surveyor fees, consultant planner fees and other hired consultants providing services to the town with respect to the application. The fee and cost reimbursement agreement are necessary to cover costs for review by and consultation with any other expert whom the town may reasonably employ in reviewing an application. The cost reimbursement agreement shall be signed by all applicants unless waived by the Town Administrator for good cause, which shall be stated in writing and included in the application file.

(c) Where the town administrator or town administrator's designee finds it necessary for the security of the town, the town administrator or town administrator's designee may require an applicant to deposit funds with the town, prior to the town considering any application pursuant to this section, to cover the anticipated costs and expenditures in reviewing the application.

([Ord. No. 11-2023](#), § 2, 4-13-2023)

(d) All applicants shall refer to the adopted application forms for the complete list of all required submittal items for each type of application. These forms shall be adopted by resolution by the Board of Trustees and may be amended, from time to time by resolution of the Board of Trustees. Submission requirements and application forms shall be included in an appendix to this Code [on file in the office of the town administrator or designee].

17.12.060. Required Referrals.

(a) Upon a determination that the application is complete, the Town Administrator or designee shall refer the application to all referral entities for their comments, unless the Town Administrator or designee finds that the application is not related to the issues addressed by a particular entity listed. The list of referral agencies is available from the Town administrator or designee and shall include all jurisdictions that have an Intergovernmental Agreement with the Town, all Town Departments, the Development Review Team, all outside utilities, service providers, and agencies. All jurisdictions within the Town's established 3-Mile Planning area including the El Paso County Planning Department and

Town of Monument shall receive referrals. The Town Administrator or designee may provide the application to other entities if the Town Administrator or designee determines in his or her discretion that such other entity may have comments relevant to the specific application.

(b) Referrals required by State Law.

- (1) Major Activity Notice to the state geologist and the Board of County Commissioners pursuant to Section 31-23-225, C.R.S., if the proposed subdivision or commercial or industrial development is proposed to cover five (5) or more acres of land.
- (2) The Colorado Water Conservation Board if the proposed development contains at least fifty (50) lots or five (5) acres (whichever is less) and base flood elevation data is required.
- (3) Mineral Estate Affidavit documenting that the applicant has contacted all mineral rights owners and lessees dated no more than thirty (30) days pursuant to Section 24-65.5-103, as amended. Such affidavit shall include the names and addresses of all mineral estate owners and lessees.
 - a. Such notice shall contain the time and place of the initial public hearing, the nature of the hearing, the location of the property that is the subject of the hearing, and the name of the applicant.
 - b. Notice shall contain the name and address of the mineral estate owner.
- (4) The Colorado Department of Transportation if the application abuts a State Highway (Highway 105)

17.12.065. Certificate of zoning compliance.

All construction requiring a building permit shall also require a land use permit to certify zoning compliance, which certificate shall be issued prior to application for building permit with the Pikes Peak Regional Building Department. In addition, either a plot plan or site development plan shall be required. (Code 1973, § 17.12.060; Ord. No. 1-1985, § 2, 1985)

17.12.070. Plot Plan Required.

- (a) Applicability. The plot plan is required to apply for a building permit for any building or structure including additions, constructed on a single-family home or duplex lot.
- (b) Purpose. The plot plan shows where the proposed building or structure will be located on the lot so that the Town and PPRBD can make sure that the proposed location will comply with all Town regulations.
- (c) Plot Plan Process.
 - (1) Step 1: Submit Plot Plan Application Package.
 - a. Land Use Application Form.
 - b. Plot Plan - Application Form (from the Appendix to this Chapter).
 - c. Application Fee and Fee Agreement.
 - d. Plot Plan Map. The plot plan map shall be a minimum of eight and one-half (8½) inches by eleven (11) inches and shall provide the following information:
 1. Title of project.
 2. North arrow, scale (1" = 20' or as approved by the Town) and date of preparation.
 3. Name, address, and phone number of property owner.
 4. Lot number, block number and name of subdivision.
 5. Lot size (square footage).
 6. Bearings and distances of all lot lines.
 7. Existing easements on the lot.
 8. Footprint of the proposed building or structure, dimensioned.

9. Square footage of the proposed building and the footprint of the proposed building.
 10. Distance from the proposed building or structure to all lot lines.
 11. All existing buildings or structures on the lot.
 12. Driveway.
 13. Existing and/or proposed water and sewer service lines on the lot.
 14. Elevations of:
 - a) The finished floor for the house and garage.
 - b) The ground ten (10) feet away from the house and garage.
 - c) The lot corners.
 15. Height of all proposed buildings.
 16. Street trees (right-of-way landscaping).
 17. Location of the garage within the building.
- (d) Drainage Information. Provide the Town with information regarding how the lot will drain.
- (2) Step 2: Staff Reviews Plot Plan Application and Prepares Comments. Staff will review the plot plan map to make sure it is consistent with the plot plan review criteria. Following the review, Staff will prepare a written report outlining any changes that must be made to the plot plan before it can be approved.
 - (3) Step 3: Applicant Addresses Staff Comments. If necessary, the applicant will make all necessary changes to the plot plan and resubmit a revised copy to the Town.
 - (4) Step 4: Plot Plan Decision. Staff will complete a final review of plot plan to ensure that the Plan is complete and complies with this Chapter. If the Plan is determined to be complete and in compliance, it is approved by Staff.
- (e) Plot Plan Review Criteria. The plot plan must meet the following review criteria:
- (1) All of the information needed on a plot plan is shown.
 - (2) The lot size and lot dimensions are consistent with what is shown on the approved final plat.
 - (3) No buildings or structures infringe on any easements.
 - (4) The proposed site grading is consistent with FHA standards (if insured by FHA); otherwise, it shall meet the Town's approval. It shall also be consistent with the approved subdivision master grading and drainage plan.
 - (5) The density and dimensions shown conform with the density and dimensional standards in this Code or the approved PUD requirements.
 - (6) The applicable community design principles and development standards in Article III "Development Standards" of this Chapter have been adequately addressed.

17.12.075. Site development plan required.

Site development plan approval shall be required for any construction of a new structure or remodel or expansion of an existing structure that contains more than 2 dwelling units or is a commercial or industrial use, or is a park, open space or trail requiring a building permit pursuant to this Code. The construction, remodel, or expansion of a single-family or two-family dwelling unit/structure only requires a plot plan.

Contents of the site development plan shall contain all provisions as required by this Code, including but not limited to requirements set forth in the adopted application forms.

(a) As part of the process for obtaining a construction permit from the Town through the Pike Peak Regional Building Department (PPRBD) an applicant must submit a site development plan for any new construction or building addition. For projects zoned PUD (Planned Unit Development), the approved

final PUD site development plan shall serve as the site development plan required for the construction permit.

(b) Submittal Requirements. The applicant shall submit all required materials specified in the site development plan checklist.

(c) Procedure. An application for site development plan approval shall be processed as follows.

- (1) Step 1: Submit Site Development Plan Application.
- (2) Step 2: Application Certification of Completion. Within fifteen (15) days, Staff shall either certify that the application is complete and in compliance with all submittal requirements or reject it as incomplete and notify the applicant of any deficiencies. The applicant shall then correct any deficiencies in the application package, if necessary, and submit the required number of copies of the application to the Town. The original application and all documents requiring a signature shall be signed in ink.
- (3) Step 3: Staff Refers Application to Adjacent Municipalities and Other Agencies. Staff may refer the site development plan materials to adjacent municipalities and other agencies and service providers for comments. The referral period shall be twenty-eight (28) days. Staff shall notify the applicant of any adjustment to the referral period.
- (4) Step 4: Staff Reviews Application and Prepares Comments. Staff will review the site development plan map to ensure it is consistent with the site development plan review criteria. Staff may consider comments received during the referral period in its review of the site development plan. Following the review, Staff will prepare a written report outlining any changes that the applicant must make before the site development plan can be forwarded in the review process. This report will be forwarded to the applicant.
- (5) Step 5: Applicant Addresses Staff Comments. The applicant shall address all of the Staff comments, and then submit the following to the Town:
 - a. Letter explaining how all the comments have been addressed; and
 - b. Revised maps and other documents.
- (6) Step 6: Site development plan Agreement. Staff may require that the applicant execute a site development plan agreement to assure the construction of on-site and off-site improvements as a condition of approval of the site development plan. Guarantees in the site development plan agreement may be secured by an irrevocable letter of credit, or by cash deposited in an escrow account in an amount determined appropriate by Staff or in such other form as may be acceptable to the Town Administrator in unusual circumstances.
- (7) Step 7: Schedule Site development plan for a Public Meeting and Complete the Public Notification Process. The Planning Commission shall schedule a public meeting for the purpose of making a recommendation on the site development plan. The Town administrator or designee shall publish notice in a newspaper of general circulation and send notice to neighboring property owners within three hundred (300) feet. The meeting may be held no less than twelve (12) days from the date of advertising.
- (8) Step 8: Planning Commission Public Meeting and Decision. The Planning Commission shall hold a public meeting to review the application based on the site development plan review criteria. The Planning Commission shall then approve, deny, or approve with conditions. If approved, the Town shall request two (2) original Mylars of the final plat prepared for the Mayor and Clerk to sign and then record. Please note the Planning Commission may forward

an application to the Town Board of Trustees for approval if they deem it necessary. Staff shall submit a notice of approval of the site development plan to the Town Board of Trustees.

- (9) Step 9: Applicant Addresses Planning Commission Conditions. The applicant shall revise the site development plan based on the Planning Commission's conditions of approval and submit it to the Town.
- (10) Step 10: Schedule Site development plan Public Meeting and Complete Public Notification Process. If the Planning Commission forwards the application for action, the Board of Trustees shall schedule a public meeting for the purpose of taking action on the site development plan. The Town administrator or designee shall publish notice in a newspaper of general circulation. The meeting may be held no less than thirty (30) days from the date of advertising.
- (11) Step 11: Submit and Record Site development plan. Upon approval by the Planning Commission the applicant shall have thirty (30) days to submit two (2) original Mylars. The Town shall submit the approved site development plan to the County Clerk and Recorder's Office for recording. The recording fees shall be paid by the applicant.
- (12) Step 12: Post - Approval Actions.
 - a. Building Permit. A building permit shall be issued only when a site development plan has been approved. However, with the approval of the Town, an applicant may submit a building permit application concurrent with the site development plan application. Building permits shall not be issued for any development that is not in conformance with the approved site development plan.
 - b. Certificate of Occupancy. When building construction and site development are completed in accordance with the approved site development plan and building permit, a Certificate of Occupancy may be issued.
 - c. Phasing and Expiration of Approval. The site development plan shall be effective for a period of three (3) years from the date of approval unless stated otherwise in the written site development plan approval. Building permits shall not be issued based on site development plans that have an approval date more than three (3) years old. For multi-phased plans, building permits shall not be issued based on an approval date more than three (3) years from the date of Phase I approval.
- (d) Site development plan Review Criteria. The site development plan must meet the following review criteria:
 - (1) All of the information required on a site development plan is shown.
 - (2) The lot size and lot dimensions are consistent with what is shown on the approved final plat.
 - (3) No buildings or structures infringe on any easements.
 - (4) The proposed site grading is consistent with the requirements of the current Town Master Drainage Plan, on file at the Town Hall.
 - (5) The density and dimensions shown conform to the density and dimensional standards in Section 17-12 of this Chapter or to the approved PUD requirements.
- (e) Amendments to Approved Site development plans.
 - (1) Minor variations in the location of structures, improvements or open space areas caused by engineering or other unforeseen difficulties may be reviewed and approved by the Town Staff. Such changes shall not exceed ten percent (10%) of any measurable standard or modify the use, character or density of an approved site development plan. All plans so modified shall be

revised to show the authorized changes and shall become a part of the permanent records of the Town.

- (2) Changes to approved site development plans that exceed the ten-percent threshold, or other major modifications (such as changes in building size or footprint, relocation of access points, changes to required parking, etc.), shall be considered as a new site development plan application. Such amendments shall require Planning Commission review and approval to become effective. The Planning Commission may forward the application to the Board of Trustees for approval. A complete site development plan application shall be prepared and submitted in compliance with the requirements set forth in this Section.

(f) Criteria for Review. The Town staff shall consider the following criteria in reviewing a site development plan application:

1. The site development plan is generally consistent with the Community Master Plan (aka Comprehensive Plan) and other relevant Town goals and policies;
2. The site development plan is generally consistent with any previously approved subdivision plat;
3. The site development plan complies with all applicable development and design standards set forth in this title;
4. The development proposed on the site development plan and its general location is or will be compatible with the character of surrounding land uses; and
5. Any significant adverse impacts reasonably anticipated to result from the proposed development will be mitigated or offset to the maximum extent reasonably practicable.

(g) Conditions of Approval. The Town staff or Planning Commission may place conditions upon issuance of a site development plan approval which it deems necessary and proper to ensure that the development proposal will be implemented in the manner indicated in the application. Said conditions shall be listed on the approved permit. Conditions may include, but not be limited to, the following:

1. Use. The condition may restrict the future use of the proposed development to that indicated in the application.
2. Homeowners' Association. The conditions may require that, if a homeowners' association or merchants' association is necessary or desirable to hold and maintain common property, it be created prior to the issuance of a permit.
3. Dedications. The conditions may require conveyances of title or easements to the Town, or public utilities for purposes related to the community's public health, safety and welfare, which may include land and/or easements for utilities, roads, snow storage or other similar public uses. Conditions may require construction to public standards and dedication of those public facilities necessary to serve the development and the public.
4. Construction Guarantees. The conditions may require the depositing of certified funds with the Town, the establishment of an escrow fund, the depositing of an irrevocable letter of credit, the posting of a bond or other surety or collateral (which may provide for partial releases), to ensure that all construction features included in the application or required by the terms of the site development plan approval are provided as represented and approved. The Town may also require a monetary guarantee ensuring that the site will be revegetated to its original condition if the project is abandoned after construction has commenced.
5. Public Improvements. The conditions may require the installation of public improvements or participation in a special assessment district for the installation of public improvements within, adjacent to or contributing to the project. Such public improvements shall be secured in the same form required for public improvements at [Section 18.02.420](#).

6. Additional and/or Revised Plans. The conditions may require that additional plans or engineered revisions to utility, drainage or site development plans be submitted to the Town and approved prior to issuance of a building permit.
 7. Following approval of a site development plan and the satisfaction of any conditions of approval, the site development plan shall be signed by the Town Administrator and the Mayor and attested by the Town administrator or designee. A public improvement agreement (PIA) shall be approved by Town staff and executed by the owner/applicant and the Town prior to recordation of the site development plan, or final plat, whichever is submitted and approved last. The Town Administrator may waive the PIA if there are minimal site development plan improvements.
- (h) Modification of plan during construction. All site improvements shall conform to the approved site development plan, including engineering drawings approved by the Town staff. If the applicant makes any changes during construction in the development in relation to the approved site development plan, such changes shall be made at the applicant's risk without any assurances that the Town staff will approve the changes. The applicant will be required to correct the unapproved changes so as to conform to the approved site development plan.