



## BOARD OF TRUSTEES MEETING

Thursday, September 14, 2023 at 6:00 PM

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

\*LIVE STREAM available at Town website\*

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### AGENDA

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

#### Call to Order

#### Pledge of Allegiance

#### Roll Call

#### Presentations

1. 2023 Creek Week Proclamation
2. PLPD Recognition of Officer Ramirez (Life Saving Medal)

#### Consent Agenda

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

- [3.](#) Minutes from August 24, 2023 Meeting
4. Checks over \$15,000 - Schmidt Construction (\$199,921.68)

#### Staff/Department Reports

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

#### Business Items

- [12.](#) Special Event Application - Monument Academy Cross Country (9/28)

- [13.](#) Special Event Application - Funky Little Theater Production of Sleepy Hollow (10/13-14)
- [14.](#) Special Event Application - Creepy Crawl 5K Fun Run, YMCA (10/28)
- [15.](#) Special Event Application - Rat Rods and Rust Car/Bike Show (10/28)
- [16.](#) Special Event Application - Palmer Lake Outdoor Classic (1/5-7)
- [17.](#) Resolution 64-2023 to Appoint Alternate Member to Parks Commission
- [18.](#) Resolution 61-2023 to Appoint Member to the Community Development Advisory Board (CDAB)
- [19.](#) Resolution 62-2023 to Authorize Agreement - PLPD and EPC for Incinerator Use and Restrictions
- [20.](#) Resolution 65-2023 to Renew Memo of Understanding to Collaborate on Services to Victims of Crime, PD and EPC Sheriff
- [21.](#) Resolution 63-2023 to Consider New Flushing Water Rates
- [22.](#) Ordinance 20-2023 to Disconnect Parcel from Town (Fitzgerald)
- [23.](#) Ordinance 21-2023 to Adopt Sign Code

### **Public Comment**

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

### **Board Reports**

### **Next Meeting (9/28) 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) – Elephant Rock property lease; for conference with Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. 24-6-402(4)(b) - release of confidential discussions in executive sessions; and personnel matter under C.R.S. 24-6-402(4)(f) - Town Administrator evaluation and contract review.*

### **Reconvene to Open Session**

### **Adjourn**

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### **Americans with Disabilities Act**

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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, August 24, 2023 at 5:00 PM

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

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### MINUTES

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**Call to Order.** Mayor Havenar called the meeting to order at 5:03 pm.

**Pledge of Allegiance.** The pledge was led by Cub Scout Pack 217 member George Bartusiak.

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

#### Presentations

1. Presentation - EPC Parks & Community Services - Fox Run Nature Center, Executive Director Todd Marts. Mr. Todd Marts reviewed the new nature center plans for Fox Run park, including the capital campaign and construction plans in 2024.

#### Consent Agenda

MOTION (Farr, Ball) to approve the consent agenda including items 2) Minutes from August 10, 2023 Meeting, 3) Special Meeting Minutes from August 16, 2023, 4) Financials (July). Roll call vote – 7 aye; 0 nay. Motion passed.

#### Staff/Department Reports

5. Attorney – None.

6. Administrator/Clerk – Collins thanked Schmidt Construction for the repair of the parking area; reminded water customers of the effective rate change in October; updated members on the ads for hire (equipment operator, Deputy Town Clerk, Accounting Clerk and full time firefighter). Collins also inquired about extending the summer hours until additional staff are established. Board members agreed.

Mayor Havenar requested the Board start with other business items prior to the established 6 pm hearing time.

#### Business Items

15. Resolution 33-2023 to Authorize Lease Agreement with L/R Willan for Elephant Rock 2.8 Acres. MOTON (Ball, Farr) to table this item to the next meeting. Roll call vote – 7 aye; 0 nay. Motion passed.

14. Resolution 58-2023 to Authorize Development Agreement for Greeley Property (Water Taps)

Mayor Havenar recused herself from the discussion and left the room. Mayor Pro Tem Stern introduced the item. Collins provided background to the project – two of four parcels with water taps

formerly purchased to be listed for sale and requesting that taps be transferred with the parcels. Trustee Padgett stated that she wants to see the Board follow the process in the town code. Mr. John Cressman and Ms. Nikki McDonald addressed the Board members explaining the course of events that took place with these PUD zoned lots. Discussion took place about the events since the initial purchase of water taps. Trustee Farr suggested looking at it as an extension of the land use application. MOTION (Farr, Dreher) to approve Resolution 58-2023. Roll call vote – 6 aye; 0 nay; 1 abstain (Havenar). Motion passed.

Ms. Cyndee Henson inquired about water taps for properties. Attorney Krob responded that this item is not on the agenda to discuss.

Mayor Havenar left the meeting at 6:10 pm.

### **Public Hearing - To Begin at 6 PM**

7. Application to Annex and Rezone Parcel 7109013007 (J.Parco). Mayor Pro Tem opened the hearing for the request to annex and rezone a parcel. Mr. Jim Parco provided a summary to the Board of the exchange of parcels between him and his neighbor Jim Fitzgerald, resulting in owning property in separate jurisdiction. The request was to clear up the location (El Paso County vs Town of Palmer Lake) of the two parcels. No public member spoke for or against the request. Mayor Pro Tem Stern closed the hearing.

8. Resolution 60-2023 Making Findings of Fact Relative to Eligibility for Annexation (Parco). Attorney Krob explained the resolution establishing that the property is eligible for annexation. MOTION (Ball, Padgett) to approve Resolution 60-2023. Roll call vote – 6 aye; 0 nay. Motion passed.

9. Ordinance 18-2023 to Annex and Rezone Parcel 7109013007 (Parco). Discussion took place about the town boundary line being modified with the annexation but no change to the overall amount of property. MOTION (Farr, Dreher) to approve Ordinance 18-2023 to annex and rezone the property as requested. Roll call vote – 6 aye; 0 nay. Motion passed.

10. Request to Disconnect Property to El Paso County (Fitzgerald). Attorney Krob explained the process to disconnect the parcel as requested to exchange property to the appropriate jurisdictions. Direction by Trustee Padgett to direct staff to create an ordinance with consensus from the Board.

11. Special Event Application - .5k Event, APL (10/15). Mr. Chris Cummins with Awake Palmer Lake explained the upcoming annual event in October. MOTION (Farr, Padgett) to approve the event and waive the fee. Roll call vote – 6 aye; 0 nay. Motion passed.

12. Resolution 57-2023 to Appoint New Parks Commission Member (Magner). Mr. Kevin Magner was introduced. MOTION (Dreher, Ehrhardt) to approve Resolution 57-2023 appointing the Parks Commission member. Roll call vote – 6 aye; 0 nay. Motion passed.

13. Resolution 56-2023 to Appoint New Parks Commission Member (Nilson). Ms. Jennifer Nilson was introduced. MOTION (Dreher, Farr) to approve Resolution 56-2023 appointing the Parks Commission member. Roll call vote – 6 aye; 0 nay. Motion passed.

16. Resolution 59-2023 to Adopt Community Wildfire Protection Plan. Chief Vincent explained the completion of the plan, bringing the town into compliance. MOTION (Padgett, Farr) to approve Resolution 59-2023. Roll call vote – 6 aye; 0 nay. Motion passed.

17. Consider Support Letter for CORE's Petition of Appeal. Mayor Pro Tem Stern read the background of the item requesting support to CORE. MOTION (Padgett, Ball) to authorize a letter of support to CORE. Roll call vote – 6 aye; 0 nay. Motion passed.

**Public Comment**

Ms. Trina Shook inquired about modifying and placing a new sign and art for her business as well as fire insurance. She was directed to reach out to office staff.

**Board Reports.** Trustee Ball updated members about the cooperative meetings for fire adaptive communities. Mayor Pro Tem Stern stated his attendance to PPRBD Advisory and that building permits are down.

**Next Meeting (9/6 workshop; 9/14) and Future Items**

**Convene to Executive Session.** MOTION (Farr, Padgett) to convene to executive session at 6:43 pm for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. 24-6-402(4)(e) – lease agreement. Roll call vote – 6 aye; 0 nay. Motion passed.

**Reconvene to Open Session.** MOTION (Padgett, Farr) to reconvene to open session at 7:49 pm. Roll call vote – 6 aye; 0 nay. Motion passed.

**Adjourn.** MOTION (Ball, Farr) to adjourn at 7:50 pm. Motion passed.

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*Mayor Glant Havenar*

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*ATTEST: Dawn A. Collins, Town Clerk*

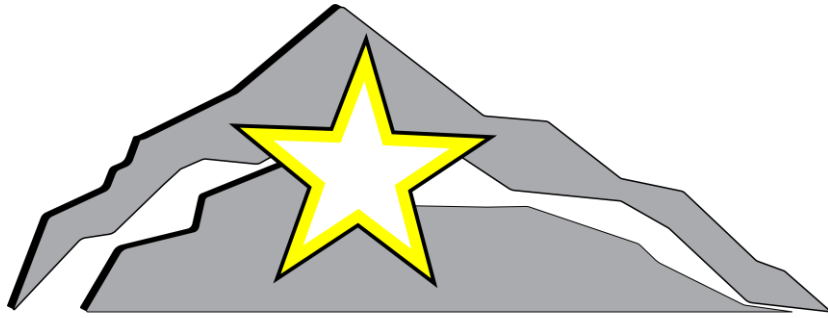
**Town of Palmer Lake Monthly Water Usage**

**Month  
Year      August  
                 2023**

	<b>Gallons</b>	<b>Acre Ft</b>
<b>Surface Water</b>	<b>2,839,000</b>	<b>8.71</b>
<b>Well A2</b>	<b>0</b>	<b>0</b>
<b>Well D2</b>	<b>2,938,000</b>	<b>9.02</b>
<b>Total</b>	<b>5,777,000</b>	<b>17.73</b>
<b>Avg. Gal/Day</b>	<b>186,000</b>	<b>0.57</b>

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

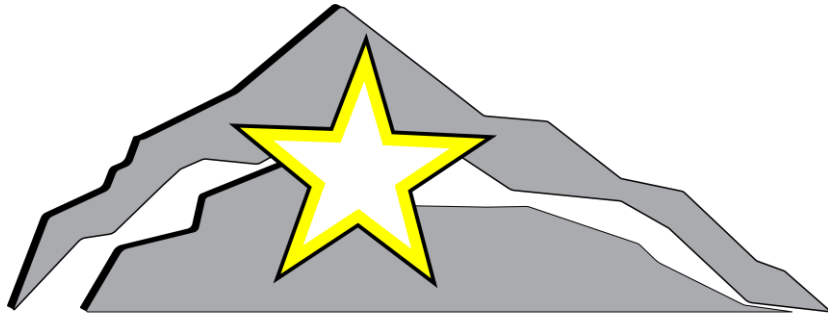
**Total      0 AF**



# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

	<b>August 2023</b>
Title	<b>Public Works Monthly Report</b>
Date	9/14/2023
Contact	Supervisor Jason Dosch
Summary	<p>Graded roads          Applying dust control          Cleaned drainage ditches after heavy rains          Patched Potholes          Cut tree limbs from ROW          Replaced and repaired street signs          Performed routine maintenance on equipment and playground equipment          Mowed grass in Town Parks          Emptied trash at Lake Rec area          Performed playground inspections          Maintained area around the Town office and Town Hall          Set up and tear down seating and tables at Town Hall for meetings and events          Attended Parks Committee meetings          Attended Special events permit meetings          Attended TAC meeting at PPACG          Performed maintenance on parking kiosk at Trailhead parking lot          Paved Westward Ln. and Hillview Rd.          Paved parking lot in front of the Town Hall, Office and Library.          Responded to citizen complaints of drainage issues          Assisted Water Dept on new water main install on Buena Vista</p>



# Town of Palmer Lake

Training	Ongoing safety training
Other Activity	Working on design phase on Palmer Lake Elementary School Project GMS Eng is designing Circle Rd & Circle Dr for construction in summer of 2024

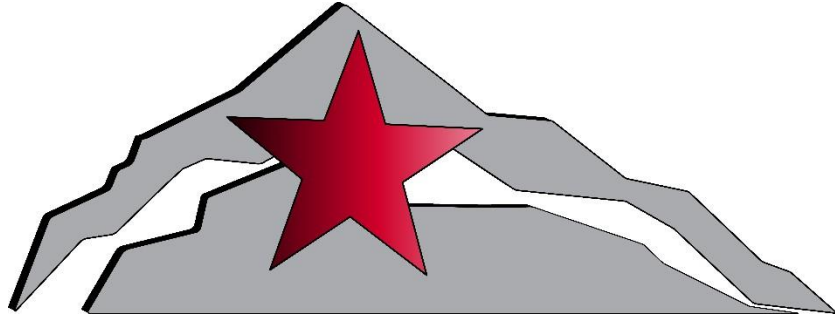


*Board of Trustees Summary Sheet*

	<b>September 2023</b>
Title	<b>Police Monthly Report</b>
Action	N/A
Date	8/1-8/31/2023
Contact	J. Vanderpool
Summary	In the Month of August 2023, the PLPD conducted 66 traffic stops and issued 36 citations. 2 parking tickets were issued for nonpayment at the kiosk. Also, in the month of August, 1 Harassment, and 1 Domestic Violence arrest were made.
Training	Officers attended training for Crisis Intervention Team, Legal Update, CIRSA training, Sex Offender Registration Update.
Photographs	The Photograph(s) are of a brave fire department volunteer, who allowed Officer Bentley to utilize the taser on him, showing the effectiveness of it.
Other Actions	The PLPD inaugural Citizen's academy continued this month. The goal of this academy was to provide information as to what the Police Department is responsible for and how the officers perform their daily duties.
Active investigations	Palmer Lake PD officers continue actively investigate active cases that have occurred this month.
Calls for service	Officers responded to 370 calls for service this month. 330 of these calls were in the Town of Palmer Lake, 40 were outside of town.

Code Enforcement	Code enforcement officers have been working with town residents to correct several violations. The code enforcement officer is continuing her work getting the local businesses up to date with their business licenses.
S.T.E.P.	S.T.E.P. was instituted in March of last year and has made a great impact on police operations and overall street safety of Palmer Lake. Accidents are more infrequent and speeds through town have slowed dramatically during these shifts. This program has provided a consistent avenue for extra duty while keeping speeds down and the streets safer for residents.





***PALMER LAKE FIRE DEPARTMENT***

***Board of Trustees Summary Sheet***

Title	<b>Fire Department Report- August 2023</b>
Date	14 Sept 2023
Contact	John Vincent, Chief
Summary	<p>Fire Department RMS on-boarding continues.</p> <p>Brush 2042 deployed to Texas and returned from a 2-week assignment.</p> <p>One firefighter completed their Hazardous Materials certification.</p> <p>One firefighter deployed to Montana and returned from a 2-week assignment.</p> <p>One firefighter completed their Engine boss task book and is now fully certified/qualified.</p>
Training	250 Hours
Photographs	Montana fire assignments
Other Action	
Code Enforcement	











## Board of Trustees Summary Sheet

	<b>Aug-Sep 2023</b>																																						
Title	<b>Administration</b>																																						
Date	9/14/2023																																						
Contact	Admin personnel																																						
Kiosk Revenue	<p>August Collections for the Kiosk / Transactions: 1157</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 6,132.10</td> <td>Gross Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ 347.10</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ 70.00</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 6,549.20</td> <td>Net Collections - August</td> <td></td> <td></td> </tr> </table> <p>Collections 2023 YTD / YTD Transactions: 6.217</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">\$ 32,950.10</td> <td>Gross Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ (1,126.90)</td> <td>Fees</td> <td></td> <td></td> </tr> <tr> <td>\$ (464.00)</td> <td>Monthly T2 Svc charge</td> <td></td> <td></td> </tr> <tr> <td style="border-top: 1px solid black;">\$ 31,359.20</td> <td>Net Collections</td> <td></td> <td></td> </tr> <tr> <td>\$ 1,590.90</td> <td>Total Fees</td> <td style="text-align: right;">5%</td> <td></td> </tr> </table>			\$ 6,132.10	Gross Collections			\$ 347.10	Fees			\$ 70.00	Monthly T2 Svc charge			\$ 6,549.20	Net Collections - August			\$ 32,950.10	Gross Collections			\$ (1,126.90)	Fees			\$ (464.00)	Monthly T2 Svc charge			\$ 31,359.20	Net Collections			\$ 1,590.90	Total Fees	5%	
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**Land Use permits issued**

**August 2023**

Type: Single Family; Qty: 0  
 Other; Qty: 3

Note: Tap from Lovers Lane inactive/added back

Total water taps issued: **1038**

**Business Licenses**

<b>BUSINESS LICENSE STATUS CHANGES BY BUSINESS TYPE</b>	2023 Aug	2023 Aug
Business Type	STR	other
New Licenses	1	4
Licenses Renewed	0	6
Licenses Expired	0	0
Businesses Closed	0	0
<b>CURRENT BUSINESS LICENSES BY BUSINESS TYPE (New + Renewed)</b>	43	162
<b>TOTAL CURRENT BUSINESS LICENSES (New + Renewed)</b>	205	

**SCHEDULED TO RENEW IN OCTOBER:**

<b>BUSINESS NAME</b>
Biblica, Inc.
DARS Supply Inc.
Freedom Solar, LLC
Geo Craft Builders
Rampart Roofing, Inc.
Sarndt Inc/Insight Art
Sasquatch Carpet Cleaning
Sassy Chic Mamas
Sherinas Gifts, Inc. dba Finders Keepers
The Drumset Coach Academy

**Water Billing**

Year	Month	# of Water Accounts	# of Gallons Sold	# of Shutoffs
2022	Jan-Dec	1015	87,118,100	11
2023	Jan	1010	9,514,500	0

Feb	1010	9,625,800	0
Mar	1011	8,698,800	0
Apr	1014	9,591,600	0
May	1014	10,463,700	0
Jun	1014	10,970,400	5
Jul	1017	13,255,839	0
Aug	1017	13,263,939	0
YTD		85,384,578	5

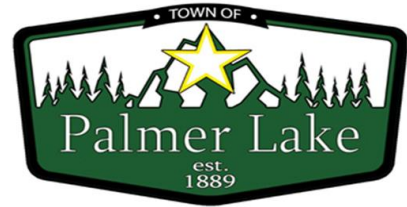
**Grant Activity Updates**

Dept	Grantor - Grant/Award Name	Grant Purpose	Grant Amount	Match/ Cost Sharing	STATUS/NEXT STEPS
Fire	Leary Firefighters Foundation	electric saws for engine, thermal imaging camera	\$17,500	0	Inquiry submitted 8/10.
Parks	CPW - Non-Motorized Program	3 trail bridges	\$60,000	10% in cash, 15% in kind	On-site survey 8/17. Pre-app submitted 9/5. Final due 10/3.
Parks	Waste Management - Community Impact	bear proof trash cans, pet waste stations	\$12,000	\$0	Submitted 6/26. Under consideration.

**Admin Activity**

Staffing activity:  
 Will plan interviews this month for Firefighter, PW–Equipment Operator, Accounting Clerk and Deputy Town Clerk.

Reviewing RFP/Qs this week for Accounting services, Planning and Design Engineering services.



Item 12.

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

<b>DATE:</b> Sept 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Special Event Application – Monument Academy Cross Country
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

Monument Academy (MA) will host a cross country event on Friday, September 29, around the lake area. Set up will begin by 2pm and the races will be staggered beginning at 4p with awards at 6p and clean up to follow.

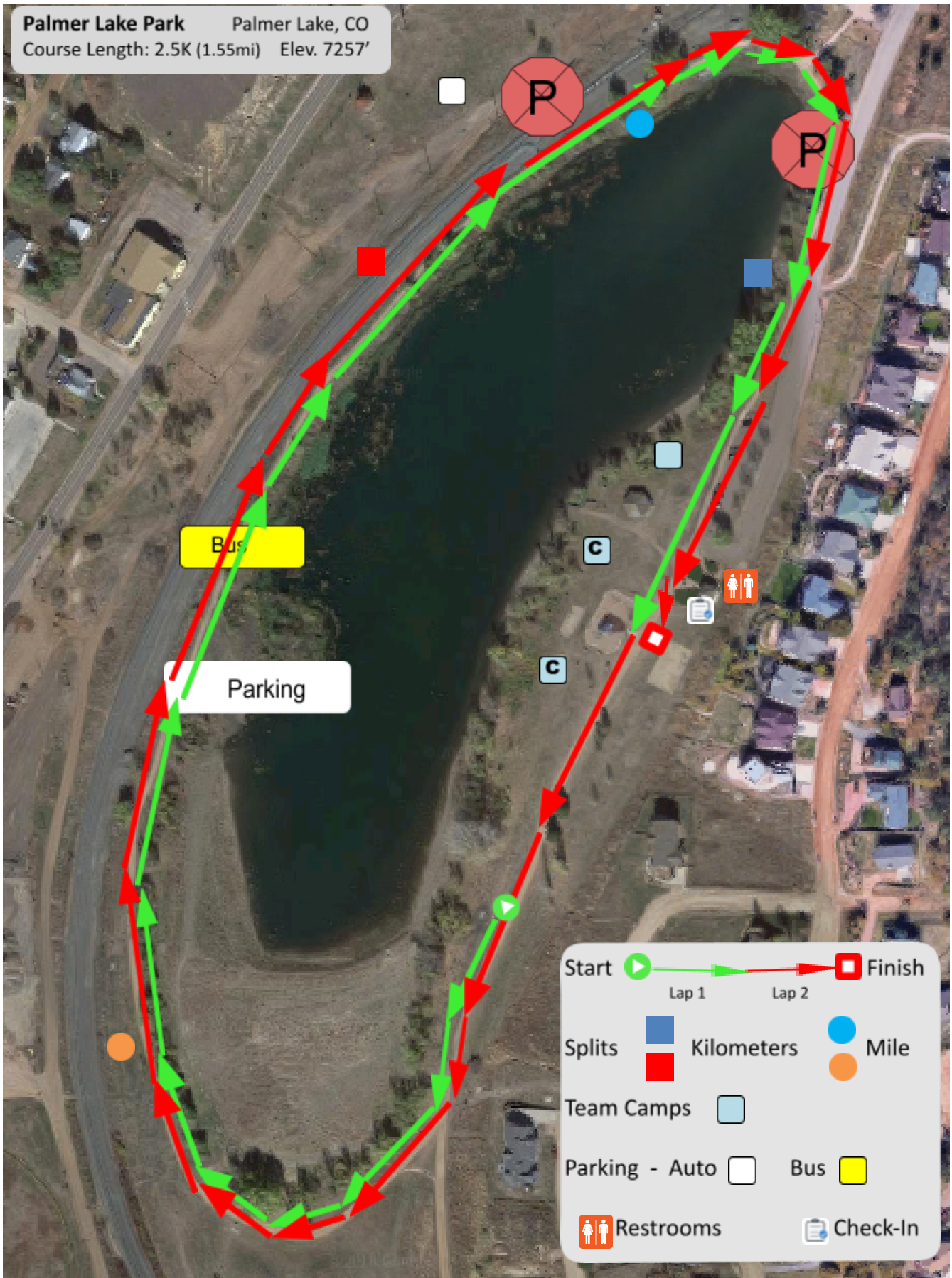
MA will provide (3) portable toilets to the east side of the lake for the event. Buses will drop athletes at the lake area and leave or park in the ballfield lot, along with spectator parking. The event is anticipated to have about 350 attending. Individual teams will be responsible for first aid and, in the event of emergency, will call 911.

MA is requesting that the event fee be waived.

**Recommended Action**

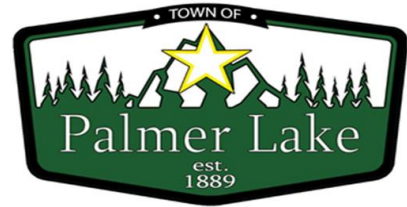
Staff recommends approval of the event as presented.

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Item 13.

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

<b>DATE:</b> Sept 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Special Event Application – Funky Little Theatre Production of Legend of Sleepy Hollow
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

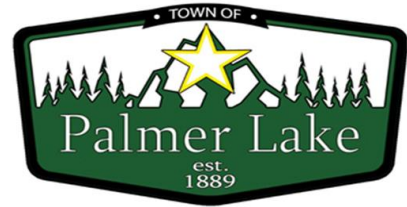
The Funky Little Theater Company is back with a fall performance – a one man show of the Legend of Sleepy Hollow. It is planned for Fri., October 13 – set up after 3p for a show at 7p and another show Saturday at 1p. They expect to sell 80-100 tickets and will have the town hall cleared after the Saturday show. They will keep exits cleared and consider cookies and water to be available. All attendees will be encouraged to park appropriately, using the side streets and the ballfield lot as overflow.

The group is requesting that the event fee be waived.

**Recommended Action**

Staff recommends approval of the event as presented.





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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Dawn Collins, Town Clerk		YMCA - CREEPY CRAWL 5K FUN RUN

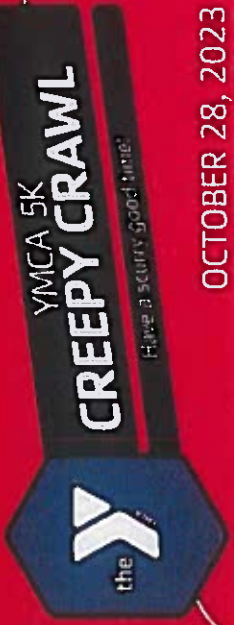
**Background**

The YMCA Creep Crawl 5K Run is seeking approval for the event on October 28 at the Lake Recreation Area. The event set up will begin at 6:45a; 7a review meeting, and 8a registration. Music will begin at 8:45a with the 5K race starting at 9:30a, and the kids run at 10:30a. Clean up will immediately follow. The YMCA anticipates about 900 participants and communicated parking on the west side of the lake. The course map is included, and the YMCA is working with EPC for use of the Santa Fe trail.

Department supervisors reviewed the event and emergency will be on call for any necessary attention. Volunteers will guide the public to crosswalks and the bridge; an information/medical tent near the Pavilion, appropriate trash bins along the course, and 8-10 portable toilets. There have been no issues with this event in past years.

**Recommended Action**

Approve the event as requested and consider waiving the event fee.



OCTOBER 28, 2023

# 5K RACE COURSE START/FINISH



Item 14.

**VIEW COURSE ONLINE!**  
[mapmyrun.com/routes/view/4663204432](http://mapmyrun.com/routes/view/4663204432)

- 1 PARKING
- 2 HANDICAP PARKING
- 3 REGISTRATION
- ANNOUNCER
- PORTA POTTIES
- HANDICAP PORTA POTTIES
- FOOD & WATER
- TRASH
- ➔ GENERATOR
- AWARDS



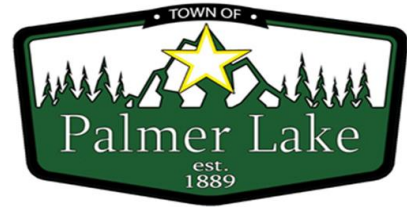
# YMCA CREEPY CRAWL 2023 DAY OFF TIMELINE

6:45AM	Staff Arrival- Unload Vehicles
7:00AM	Pre Event Meeting w/ Staff
7:00AM	Set up starts- Start Line Plaza and Vendor Village
7:45AM	Sponsors arrive and set up
8:00AM	water stop set up at halfway point
8:00AM	Registration and Packet Pickup starts
8:00AM	* DJ and Race Timing arrives to setup (Outdoor Amplified Sound form)
8:15AM	National Anthem singer arrives
8:15AM	Course set up review
8:45AM	Race Ceremonies start- music, warm up and national anthem
9:30AM	5k Race starts
10:10AM	5K Overall Winners Ceremony
10:30AM	Kids Run Starts/ Clean-up at Santa Fe Turn around
10:50AM	5K Division Award Ceremony
10:55AM	Ride Course to clean-up
11:30AM	* Final Clean up and Tear down

- Stroller + Dog Friendly event  
 - Dog waste pick up on course +  
 site all

## YMCA CREEPY CRAWL 2023 EMERGENCY PLAN

New Event	NO
Event Name	Creepy Crawl 5K
Event Date	October 28, 2023
Event Start Time	6:45AM Set-up/5K 9:30AM/Kids 1K 10:30AM
Event End Time	11:30AM
Emergency Management Contact	Kate Noonan Cell: (714)615-2185 Email: knoonan@ppymca.org
Expected Attendance	900
Pre Event Briefing	Volunteer Meeting 7:00AM Oct 28, 2023 At Plaza - email from Kate Noonan
Location of Event Information Booth	Located at the "Plaza" near Start Finish Will be the Blue YMCA Tent
Location of First Aid/ Medical Tent	Located at the "Plaza" near Start Finish
Method of Internal Communication	Radios & Cell Phones
Method of Public Address	PA System located near Start / Finish RaceJoy App - Sends alerts to participants
Social Media Handles	Facebook: @YMCA Race Series- Pikes Peak Region Instagram/Twitter: @PPYMCA
Weather Monitoring Plan	WeatherBug
Known Threats or Controversy	No known threats
Known Hazards	Trail in need of some repair / Clearing
Means of Evacuation	Shelter in place (onsite shelter) Direct attendees to personal vehicles/public transportation



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

<b>DATE:</b> Sept 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Special Event Application – Rat Rods and Rust Car/Bike Show
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

This is a new event requested by Rust and Shine Customs – a car/bike show on October 28 from 2-6pm. Set up and registration of rods will begin at 1p at the parking lot located along Hwy 105 near pedestrian bridge including a max of 30 cars and 10 vendors spaced appropriately. Motorcycles are welcome and spectators will be directed to park in the ballfield lot. The event coordinator will assemble signs for various entrance/parking areas as mapped. Volunteers with yellow vests will coordinate foot traffic crossing Hwy 105 through the show.

The activity includes a kids’ costume contest and trunk treats with awards for rat rods at 5:30p. Clean up will follow the event to wrap up by 7p. This will be an inaugural event to kick off a plan for 2024 spring and fall annual car and bike show with more activity planned.

PD will plan for one extra duty officer from 2-6p due to having only one officer on the regular schedule.

**Recommended Action**

Staff recommends approval of the event as presented.

# RAT RODS + RUST

CAR + BIKE SHOW 23'  
OCT 28TH 2PM-6PM - REG @ 1PM

SITE MAP - KIDS COSTUME 5:15AM  
- AWARDS 5:30AM

Item 15.

- CAR SHOW PARKING
- EMERGENCY ACCESS

- TRASH CANS

- VENDOR, FOOD TRUCKS

PUBLIC RESTROOMS

O'MALLEY'S PUB

MOTORCYCLE PARKING

FINDERS KEEPERS  
S.F.A. SYSTEM  
REGISTRATION

EMERGENCY ACCESS

SPECTATOR PARKING

PARKING ENTRANCE

CAR SHOW ENTRANCE

EMERGENCY ACCESS

CAR SHOW OVERFLOW

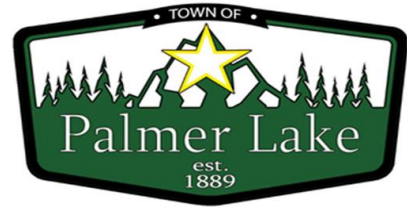
BRIDGE TO PRIMER LAKE

FENCE LINE

RAILROAD TRACKS

HWY-105





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

<b>DATE:</b> Sept 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Special Event Application – Palmer Lake Outdoor Classic
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

The outdoor classic is planning its annual hockey tournament event for January 5-7, 2024. The backup dates will be January 19-21 if weather requires a change. This year, the kids camp will take place Friday evening from 4:30-6:30p and possibly Saturday morning. There will be four high school teams playing Saturday from 6-9pm. A new addition to the event is utilizing the set up for adult hockey games on Sunday from 9-12p with playoff from 6-7:30p.

Tents and other ice activity will be set up Thursday. Cones will be added to the south end of the lake to limit/control the quantity of vehicles (10) parking. Volunteers will manage parking areas and control the team entrance (at northeast lot). The set up for fencing and bleachers will be similar to past years. Attendees anticipated for the Saturday tournament is about 2,000.

Mobile vendors will require peddler permits and require inspection. PD will plan 2-3 officers on duty and Fire will be present to monitor about 4 burning barrels over the weekend. Fireworks are being considered for the Saturday evening tournament. Staff will be meeting on-site with Jensen’s and Bradley’s to review the location. The town star will be lit Saturday with the singing of the national anthem. The activities for the Sunday adult games are still being considered.

Any large modification to this event will be reported to the Board prior to the event and a final operation plan provided.

**Recommended Action**

Staff recommends approval of the event as presented and updates will be communicated.

# ***Lewis Palmer Hockey***

---

***IT'S A GREAT DAY FOR HOCKEY...BOB JOHNSON***



## **3rd Annual Palmer Lake Outdoor Classic**

**January 5<sup>th</sup>, 6 & 7 2024**

**Scott and Jill Bradley  
Palmer Lake Outdoor Classic  
Founders**



# LP HOCKEY

## 2<sup>nd</sup> Annual Palmer Lake Outdoor Classic

- Overview
- Objectives
- Operational Plan
- Logistics
- Safety





# Overview

## 3rd Annual: Palmer Lake Outdoor Classic

- Friday, Jan 5<sup>th</sup>: Youth Camp
  - 4:00-6:30pm
- Saturday, Jan 6<sup>th</sup>: CHSAA 4-School Foundation Game
  - 6:00-9:00pm
  - Lewis Palmer (Palmer Ridge), Pine Creek, Chaparral, Palmer HS
- Sunday, Jan 7<sup>th</sup>: Adult Hockey mini tournament
  - 9:00-12:00pm & 6:00-7:30pm





# Objectives

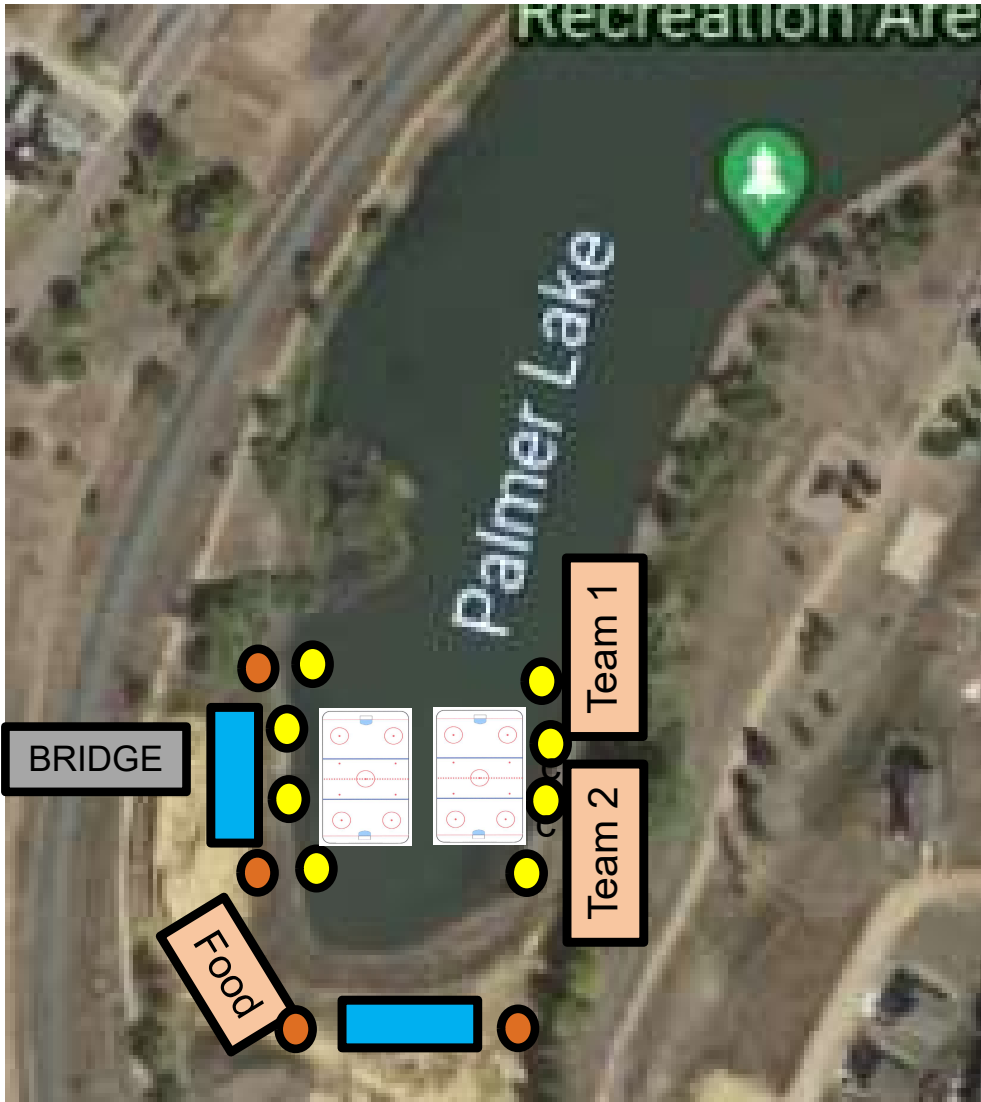


## Palmer Lake Outdoor Classic Objective

- Safely Execute a 3-day PLOC event on Palmer Lake Friday, January 5-7 2024.
- Safely execute a youth mini tournament on Palmer Lake Saturday, January 5<sup>th</sup>.
- Safely execute CHSAA Foundation game Jan 6<sup>th</sup>.
- Safely execute an adult mini tournament Jan 7<sup>th</sup>.



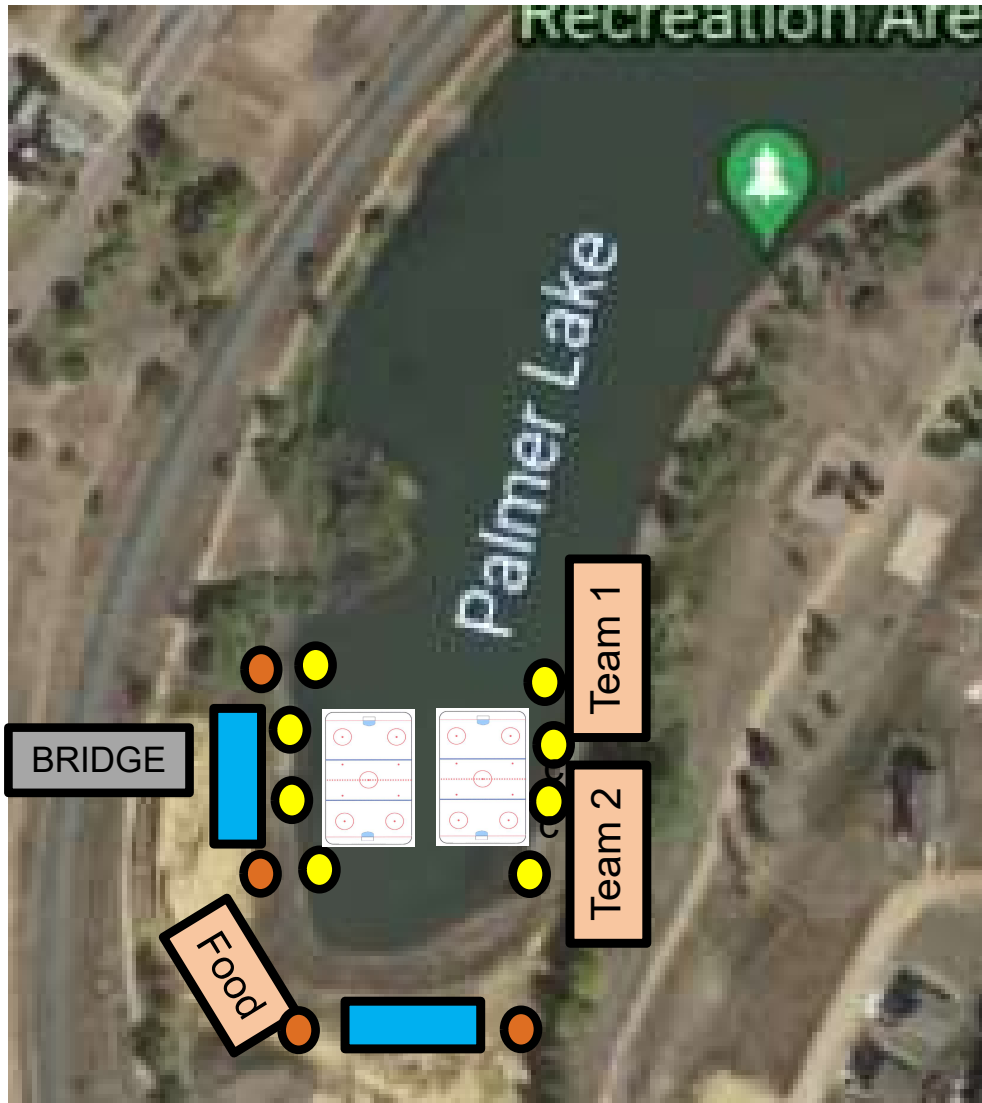
# Operational Plan



- Tentative Plan: Friday, 5 Jan 2024
- Youth Camp
  - 1530: PLFD determines ice safety
  - 1600: Youth Camp Start
  - 1830: Youth Camp End
  - 1900: Alumni game start



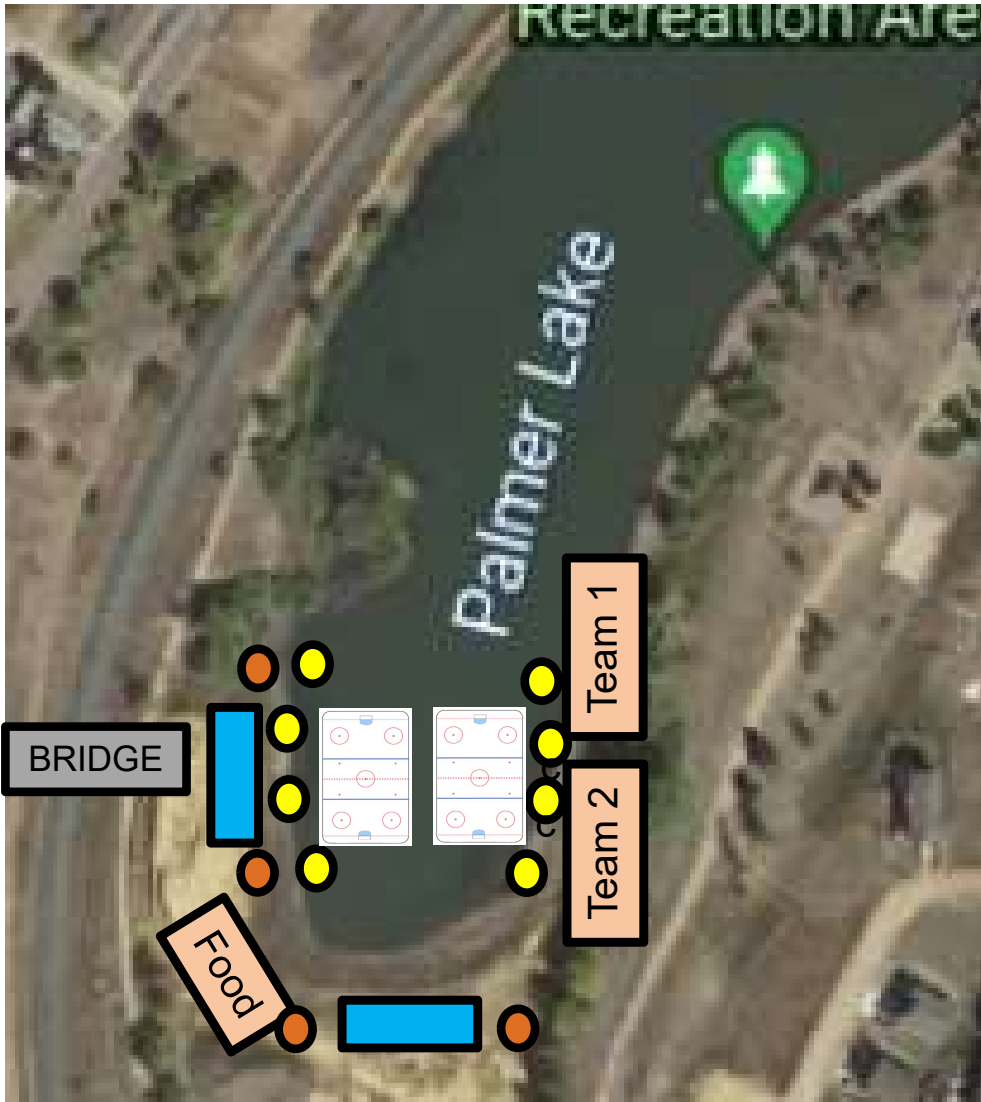
# Operational Plan



- **Tentative Plan: Saturday, 6 Jan 2024**
- CHSAA 4-School Foundation Game
  - 1600: PLFD determines ice safety
  - 1630: Public Skate
  - 1652: Sunset
  - 1745: Team warmups
  - 1800: Opening Ceremony
  - 1805: CHSAA Varsity Game #1 Start
  - 1830: CHSAA Varsity Game #2 Start
  - 1900: CHSAA JV Game #1 Start
  - 1930: CHSAA JV Game #2 Start
  - 2000: CHSAA Foundation game end



# Operational Plan



- Tentative Plan: Sunday, 7 Jan 2024
- Adult Hockey Tournament
  - 0930: PLFD determines ice safety
  - 1000: Adult Game #1 Start
  - 1030: Adult Game #2 Start
  - 1100: Adult Game #3 Start
  - 1130: Adult Game #4 Start
  - 1800: Adult Semi Finals Start
  - 1900: Adult Finals Start
  - 2000: Adult Tournament End



# Logistics



- Parking
  - PLPD Presence (North/South)
  - Parking Attendants
- Gate / Ticket sales
  - Primary Access Point – Bridge
  - North Access Point – NE Parking Lot



# Logistics



- Food & Beverage
  - Food Trucks
  - No alcohol sold or served
- Spectators
  - West & South
- Team Areas
  - East
- ~~Public Skate Area~~
  - ~~South~~



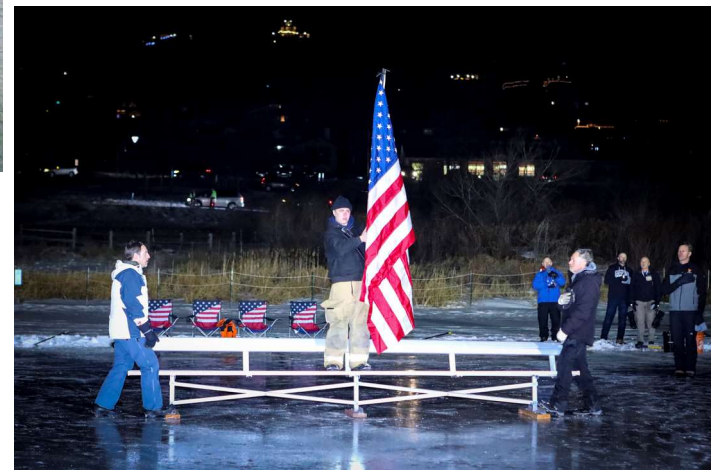
# Safety

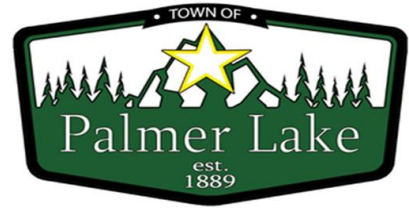


- Palmer Lake Fire Department:
  - Ice Safe Call
  - Fire Barrel Monitors
- Palmer Lake Police Department:
  - Security Presence
  - PLPD Vehicle North / South
- Railroad Fence / Barrier
- District 38 Reps:
  - Gate /Ticket Sales Reps
  - Event participant monitors
- Game Officials



# Questions





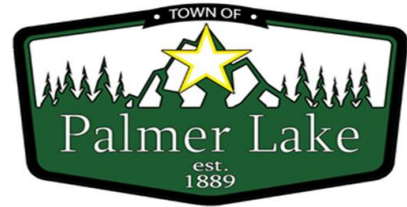
Item 17.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Appoint Alternate Member to Parks Commission
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

Pursuant to the code amendment to the Parks Commission, the Parks Commission had an alternate member position available and is considering a candidate at the 9/12 Parks meeting.



Item 18.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Appoint Board Member to CDAB
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

Subsequent to renewing the CDBG program, it was suggested that Palmer Lake be represented on the Community Development Advisory Board (CDAB) and members were sent information about the advisory board, which reconvenes again beginning in October.

The recommendation of appointment by the Board will be placed on the Board of County Commissioners meeting agenda for final approval.

Staff would like to see this appointment finalized prior to the start of the October CDAB meetings.

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

**RESOLUTION NO. 61 - 2023**

**A RESOLUTION TO APPROVE BOARD OF TRUSTEE APPOINTMENT TO THE COMMUNITY  
DEVELOPMENT ADVISORY BOARD (CDAB), EL PASO COUNTY**

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

**WHEREAS**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for outlying agencies, including the Community Development Advisory Board (CDAB) with El Paso County Economic Development.

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

**Section 1.** The following Board official is appointed to the CDAB for the Town of Palmer Lake:

Five-Year term (ending December 2028) – Trustee Shana Ball

**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.

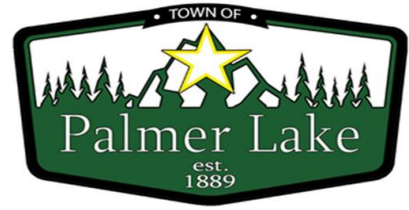
**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF SEPTEMBER 2023.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Glant Havenar, Mayor

ATTEST:

By: \_\_\_\_\_  
Dawn A. Collins, Town Administrator/Clerk



Item 19.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize PD Agreement with El Paso County
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

PD is seeking authorization for the agreement with EPC for incinerator use to destroy narcotics and other dangerous drugs. The cost is \$350 per occurrence or use of the incinerator. This will be added into the 2024 budget.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 62 - 2023**

**A RESOLUTION TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN EL PASO COUNTY AND TOWN OF PALMER LAKE REGARDING INCINERATOR USE AND RESTRICTIONS, COLORADO**

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

**WHEREAS**, the Palmer Lake Police Department is seeking to be a party to an Intergovernmental Agreement with El Paso County Sheriff’s office; and

**WHEREAS**, this agreement specifies the scope of services for incinerator use for the Palmer Lake Police Department; and

**WHEREAS**, the charge for the service is \$350 for each cycle payable at the end of the calendar month the service occurs.

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

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

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF SEPTEMBER 2023.**

ATTEST: TOWN OF PALMER LAKE, COLORADO

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

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

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**EL PASO COUNTY AND TOWN OF PALMER LAKE**  
**Regarding**  
**INCINERATOR USE AND RESTRICTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter, "Agreement" or "IGA") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the El Paso County Sheriff's Office, hereafter, referred to as "Sheriff's Office" or "EPSO") and the Town of Palmer Lake, a Colorado statutory municipal corporation (hereafter, "Palmer Lake" or "Town"). The parties shall be referred to as a "Party" or collectively as the "Parties".

**WHEREAS**, El Paso County, Colorado is a duly organized county and political subdivision of the State of Colorado; and

**WHEREAS**, the Town of Palmer Lake, Colorado is a statutory town and municipal corporation organized and existing under the Colorado Constitution; and

**WHEREAS**, the EPSO operates an EPAT 1.5 Incinerator system that is used in the destruction of narcotics, dangerous drugs, and other acceptable items. This is a tool for other agencies which need assistance with drug destruction and as such, any law enforcement agency within the State of Colorado will be eligible to benefit from the use of the incinerator for the purpose of destroying acceptable items; and

**WHEREAS**, the Town of Palmer Lake desires to contract with EPSO to destroy narcotics, dangerous drugs, and other acceptable items that are in the custody of the Agency.

**NOW, THEREFORE**, the Parties, based on the mutual promises and considerations below, agree as follows:

**I. AUTHORITY:**

This Agreement is made by and between the parties hereto, under the authority of C.R.S. § 29-1-203 and by Colo. Const. art. XX, §6.

**II. PURPOSE:**

The purpose of this Agreement is to define the cooperative agreement to destroy narcotics, dangerous drugs, and other acceptable items using the EPSO EPAT 1.5 Incinerator.

**III. PARTIES:**

The parties to this IGA are:

- A.** El Paso County, for the use and benefit of the El Paso County Sheriff's Office. The contact for notice for El Paso County shall be:

Commander Mitch Mihalko or successor  
El Paso County Sheriff's Office  
27 E. Vermijo Avenue  
Colorado Springs, CO 80903

- B.** Town of Palmer Lake. The contact for notice for the Town of Palmer Lake shall be:

Town of Palmer Lake Police Chief  
Jason Vanderpool  
54 Valley Crescent  
P.O. Box 591  
Palmer Lake, CO 80133

With a copy to:

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

**IV. NOTICES:**

- A.** Any notice required to be given under this Agreement or related to the overall terms of this Agreement shall be in writing and shall be either personally served upon the other Party or sent by certified U.S. Mail, return receipt requested to the Parties listed in Section III.
- B. Contact Procedures and Requirements for General Operations.** Any operational communications related to day-to-day concerns with services provided shall be reported by contacting the EPSO Evidence Supervisor during weekday business hours of 8:00 AM to 4:30 PM at (719) 390-2470.

**V. TERM AND EXTENSIONS:**

The duration of this Agreement shall be from execution to January 10, 2027, after which this Agreement will expire. Nothing in this Agreement shall be construed as imposing an automatic review period beyond January 10, 2027. The Parties may extend this Agreement by executing a written extension, signed by both Parties, prior to the expiration date.

**VI. TERMINATION:**

Nothing in this Agreement prohibits either Party from terminating this Agreement upon written notice to the other Party with no prior notice necessary.

**VII. DEFINITIONS:**

For purposes of this Agreement, the following definitions shall apply:

**A. “Contracting Outside Agency”** means a law enforcement agency in the State of Colorado that is the Party listed in section III.B. of this agreement.

**VIII. GENERAL SCOPE OF SERVICES PROVIDED BY THE SHERIFF’S OFFICE:**

**A. Functions.** The functions of the EPSO staff are as follows:

1. Maintain a schedule for the use of the incinerator by outside agencies and set all appointments for outside agencies.
2. Review the completed Request for Destruction of Drug Evidence Form prior to setting the appointment.
3. Prepare the site for receipt of items brought by outside agencies for destruction, operate the incinerator to ensure complete destruction of items, and conduct clean-up of the incinerator and site.
4. Confirm with the outside agency that only authorized items (Appendix A) are being placed into the incinerator for destruction.
5. Prepare invoicing of service fees for the outside agency requesting services.

**B. General.**

1. The Sheriff’s Office will provide personnel for the preparation, function, and clean-up of the incinerator.
2. The Sheriff’s Office will not provide transport service, inventory services, or loading services.
3. The Sheriff’s Office will not provide this service as a commercial provider or with the intent to become a commercial provider.
4. Individual equipment used to support this service shall remain the responsibility of the outside agency.
5. The Sheriff’s Office shall be responsible for scheduling and assigning personnel servicing this Agreement.
6. El Paso County shall not be liable for claims or damages caused by the destruction of items, as Sheriff’s Office personnel will not inventory such items.

**IX. GENERAL RESPONSIBILITIES OF THE CONTRACTING OUTSIDE AGENCY:**

- A.** The contracting outside agency must complete a Request for Destruction of Drug Evidence form and submit the form to the EPSO Evidence Facility by email at: [shrevidence@elpasoco.com](mailto:shrevidence@elpasoco.com) for review.
- B.** The contracting outside agency agrees to only submit items that are allowed for destruction as outlined in Appendix A.

- C. The contracting outside agency understands that placing items in the incinerator not authorized in Appendix A, may result in having privileges suspended and this agreement terminated.
- D. The contracting outside agency agrees to pay a service fee which is detailed in section XI of this agreement which is meant to cover utility and personnel costs to operate the incinerator.
- E. The contracting outside agency agrees to provide personnel to load items set for destruction into the incinerator and remain on-site until the incinerator cycle has been initiated.

**X. SPECIAL CONSIDERATIONS:**

- A. EPSO Evidence Facility personnel shall work in a collaborative effort with the outside agency, but:
  - 1. They do not work for and are not agents of the contracting outside agency.
  - 2. They shall report directly to their Sheriff's Office chain of command for any/all administrative and operational matters.

**XI. CHARGES AND COSTS:**

- A. **Charge for Service.** The contracting outside agency agrees to compensate El Paso County at the service rate of Three Hundred-Fifty dollars (\$350), for each incinerator cycle, payable at the end of the calendar month in which the appointment occurred.

**XII. GENERAL PROVISIONS:**

- A. **Amendment of Agreement.** This IGA may be amended only upon the consent of both Parties. The amendment must be put in writing and signed by both Parties.
- B. **Assignment.** No Party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Party.
- C. **Compliance with Laws.** At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established.
- D. **Confidentiality.** El Paso County shall keep all records and information confidential and comply with all laws and regulations concerning confidentiality of information, unless otherwise provided by law.
- E. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties. At the time of the execution of this Agreement, there are no other terms, conditions, requirements, or obligations affecting this Agreement that are not specifically set forth herein.
- F. **Governing Law.** This Agreement is subject to and shall be interpreted under the law of the State of Colorado. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.
- G. **Governmental Immunity.** The Parties recognize and agree that they are governmental entities, subject to the provisions of the Colorado Governmental Immunity Act (CGIA) C.R.S. § 24-10-101 *et. seq.* Any provision of this Agreement, whether or not incorporated by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the Parties to the terms of the CGIA.

- H. Headings.** The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement. The headings shall not be construed to affect in any manner the terms and provisions of this Agreement or their construction.
- I. Hold Harmless/Indemnification.** Each Party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated with respect to the enforcement of the IGA, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the Colorado Governmental Immunity Act (CGIA), C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution. El Paso County shall neither have nor exercise, any control or direction over the manner and means by which Cascade performs its obligations; except as otherwise stated in this IGA.
- J. Independent Contractors.** The Parties agree that they stand as independent contractors in relationship to one another. Nothing in this Agreement shall be construed to create an employer-employee or any other sort of master-servant relationship between the Parties. Each Party remains responsible for all pay, benefits, employment decisions, worker's compensation, and other liabilities for its own personnel.
- K. Local Concern.** The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the concerns covered herein matters of mixed or statewide concern.
- L. Modifications.** This Agreement may only be modified upon written agreement of the Parties.
- M. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to its Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any person or entity, not a Party to this Agreement. It is the express intention of the Parties that any person or entity, not a party to this Agreement receiving a benefit under this Agreement shall be deemed an incidental beneficiary only.
- N. Operation Costs.** Each Party shall, at all times, be responsible for its own costs incurred in the performance of this IGA and, except as set forth in Section XI.A of this Agreement, shall not receive any reimbursement from the other Party to this IGA.
- O. Records and Compliance.** El Paso County will maintain records regarding telephone calls and calls for service in compliance with El Paso County records retention requirements and Colorado law.
- P. Severability.** The terms of this Agreement are severable. Should any term or provision of this Agreement be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision of this Agreement, to the extent that it is still capable of being performed within the Parties' intentions.
- Q. Subject to Annual Appropriations.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Parties not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory change, requirement, or liability beyond the current fiscal year.

**R. Waiver.** The Parties agree that the waiver of a breach of any term or provision of this Agreement shall not act as a second or subsequent waiver of the same term or any other term under this Agreement.

**IN WITNESS WHEREOF,** El Paso County and the Town of Palmer Lake have executed this Intergovernmental Agreement as written above.

**Signatures:**

**FOR:** The Town of Palmer Lake

**BY:** Glant Havenar

**TITLE:** Mayor

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 2023

**FOR:** The El Paso County Sheriff's Office

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 202\_

**FOR:** The Board of County Commissioners

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 202\_

**As to the Form,**

**FOR:** The County Attorney for El Paso County

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

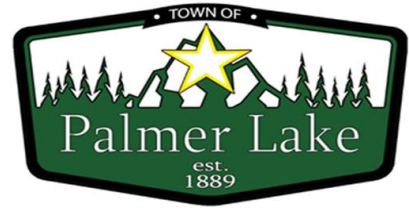
**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 202\_

**Acceptable Items:**

1. Illegal Narcotics
2. Prescription Medications
3. Other Drugs Set for Destruction
4. Paper Envelopes
5. Paper Boxes
6. Plastic Bags
7. Burlap Bags
8. Plastic Pill Bottles
9. Pint and Quart Metal Pain Cans and Tin Cans
10. Small Plastic Containers
11. Liquid Less Than 3 Ounces
12. Hypodermic Needles (Sharps)
13. Plastic Needle Tubes
14. Clothing – i.e., uniforms or jumpsuits
15. Vape Pens

**Unacceptable Items:**

1. Ammunition
2. Explosives or Items Designed to Explode
3. Firearms
4. Flammable Items – i.e., Cigarette Lighter, Butane Lighter
5. Batteries
6. Glass Jars
7. Liquids Greater Than 3 Ounces
8. Aerosol Cans
9. Compressed Gas or Cylinders
10. Gallon or Larger Paint Cans
11. Metal Items – i.e., Knives, Spoons, Marijuana Grinders, Brass Knuckles
12. Cell Phones or Electronics



Item 20.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Authorize PD MOU with El Paso County Sheriff for services to victims
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

PD is seeking authorization for the MOU with EPC Sheriff for services to victims of crime. All costs are responsible by each party.

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 65 - 2023**

**A RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING  
BETWEEN EL PASO COUNTY SHERIFF’S OFFICE AND PALMER LAKE POLICE,  
PALMER LAKE, COLORADO**

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

**WHEREAS**, the Palmer Lake Police Department seeks collaboration to provide services to victims of crime pursuant to the Colorado Victims Right Act, C.R.S., 24-4.01-301; and

**WHEREAS**, the enclosed Memorandum of Understanding (MOU) provides conditions and procedures for services; and

**WHEREAS**, the Palmer Lake Police Department will act with El Paso County Sheriff’s office and agencies pay their own expenses.

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

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

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF  
TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14th DAY OF SEPTEMBER 2023.**

ATTEST: TOWN OF PALMER LAKE, COLORADO

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN EL PASO COUNTY SHERIFF'S OFFICE  
AND PALMER LAKE PD**

**I. Parties**

This Memorandum of Understanding (MOU) was made and entered into by and between the El Paso County Office of the Sheriff (EPSO) and the Palmer Lake Police Department (PLPD). EPSO and PLPD shall, collectively, be referred to herein as the "Parties".

**II. Purpose**

The parties recognize the value of interagency coordination and cooperation, as well as the necessity to collaborate on services rendered to the victims of crime mandated by the Colorado Victim Rights Act, C.R.S. 24-4.01-301, et seq. (VRA). This MOU shall serve to further coordinate between the Parties and to define what Services are available with PLPD request those Services from EPSO.

**III. Effective Date and Duration**

This MOU shall be effective from the date it is fully executed by both Parties and shall remain in effect through 2026. The duration of this MOU may be extended to 2030, through a written addendum signed by the Parties.

Either party may terminate this MOU by providing 90 days written notice to the other party. Effective notice from PLPD to EPSO shall be sent via email, with the receipt acknowledged by EPSO, or via mail to:

**Bureau Chief Andy James. Investigations and Patrol  
andyjames@elpasoco.com  
27 East Vermijo Ave.  
Colorado Springs, CO. 80903**

Should EPSO desire to terminate this MOU with PLPD, effective written notice shall be provided to the Chief of PLPD.

**IV. Agreement to Provide Services**

EPSO, when possible and practical, will provide Services when requested to do so by PLPD pursuant to the Conditions and Procedures set forth in Article V. of this MOU, below.

**V. Conditions and Procedures**

As guidance for the working relationship between the Parties, the following conditions and procedures shall apply:

- A. A request for victim assistance training, under the terms of this MOU, shall be made by the Palmer Lake Chief of Police or designee to the EPSO Victim Assistance Program (Program) Supervisor or designee.
  
- B. A request for victim assistance services, under the terms of this MOU, shall be made by PLPD to the EPSO communications center or designee. When a request for victim assistance services is made, the Program will assume the responsibility for providing the necessary information to the victim in accordance with the VRA. PLPD will be kept informed as to the status of the victim assistance services rendered and will assist in the furtherance of those services. The following victim assistance services shall be provided:
  1. EPSO will conduct crime victim rights training for all staff, sworn and civilian, of PLPD. The training will be conducted by the Program supervisor and/or advocate. The training shall be Colorado Peace Officer Standards and Training (POST) certified, with all training materials provided by EPSO.
  2. Program staff paid and/or volunteer, shall respond to crime victims who meet the criteria under the VRA, as well as those needing assistance in person under the circumstances of homicide, human trafficking (sex and labor), adult sex assault, felony DV, Officer-involved shootings and aggravating robbery. Advocates will respond 24 hours a day, seven days a week to crime scenes, hospitals, or other appropriate locations to provide crisis intervention, information, and referrals. The EPSO Victim Assistance Supervisor or designee may make the decision that the scene is not safe for advocates to respond, in which case advocates may meet with victims at PLPD headquarters or other designated locations and times. In addition, appropriate resources and information shall be mailed to victims, and follow-ups shall occur to ensure victims receive proper assistance. Assistance given will be in accordance with EPSO Policy and Procedures, EPSO Investigations Division Victim Assistance Program Standard Operation Procedures, and the Colorado Victim Rights Act.
  3. Program staff shall work in conjunction with PLPD to train personnel and establish call-out guidelines. The Program supervisor and/or victim advocate shall be available via pager through the EPSO Communications Center at (719) 390-5555 to discuss any protocol or response issues.
  4. The Program shall provide PLPD with crime victim information brochures and related information, as well as any forms to be used by PLPD created by the Program.
  5. When a PLPD officer responds to a crime scene or other location and engages with a crime victim, the officer shall complete the VRA brochure and provide the brochure to the victim regardless of the advocate's response. The following sections on the VRA brochure must be completed before being provided to the victim: Deputy Name, Deputy Phone Number, Date, Case Report Number, Case Title/Offenses, and the deputy will mark the PLPD agency block. The on-scene primary PLPD Officer will build a case report in the designated LE Agency Reporting System and input, at minimum, the information for ALL victims

involved and ALL offenses charged. This information must be entered before the the shift, regardless of the advocate's response.

6. EPSO Program advocates will contact victims by phone within 72 hours of the crime being reported to law enforcement, as well as send correspondence with VRA information in accordance with C.R.S. 24-4.1-303. The information necessary to complete the appropriate contact shall be obtained from the Victim and Title/Offenses tabs in the appropriate LE agency Reporting System.
7. The correspondence from EPSO Program shall explain the victim's rights as stated in the VRA and shall include a crime victim information brochure, contact information for the Program, and a survey of the Program.
8. To comply with C.R.S. 24.4.1-303(1), PLPD will make available to EPSO a daily case report log and access to the LE agency Reporting System and any other crime victim rights information turned in by PLPD officers can be compared with case reports filed.
9. The Program Supervisor, paid victim advocates, and/or specially trained volunteer advocates will be available to PLPD employees and their families after critical incidents involving officer-involved shootings, line-of-duty injury, or line-of-duty death if requested. Resources through the Program may be utilized to provide crisis intervention, stress management, and aftercare to PLPD employees and/or their families.
10. PLPD will provide access badges for the appropriate areas and buildings to all EPSO Victim Assistance Program Employees in order to facilitate communications, meetings, training, and any other activity related to operational needs and to fulfill all Law Enforcements Responsibilities under C.R.S. 24.4.1-303(1).
11. EPSO Program will provide PLPD with a statistical summary of Program activity pretraining the Town of Palmer Lake upon request. That summary may include:
  - Number of callouts within PLPD jurisdiction.
  - Number of hours spent by the EPSO Program responding to callouts.
  - Number of victims contacted by EPSO Program.
  - Number of surveys received from victims concerning noncompliance with C.R.S. 24-4.1-302.5

## **VI. Operational Expenses**

Each Party shall always be responsible for its own costs incurred in the performance of this MOU and, except as may otherwise be set forth in this MOU, or agreed upon by the Parties, shall not receive any reimbursement from the other Party to this MOU. EPSO encourages the other party to request assistance/service when necessary Financial costs should not be a barrier to requesting assistance from EPSO.

## **VII. Compensation**

Neither Party to this MOU shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered.

## **VIII. Individual Agency Responsibility**

Nothing in this MOU shall be construed to place the personnel of any Party under the control or employment of the other Party. Each Party remains responsible for all pay (to include overtime pay), entitlement, employment decisions, and worker's compensation liabilities for its own personnel. Nothing in this MOU is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. 24-10-101, *et. seq.* (CGIA).

#### **IX. Assignment**

Neither Party to this MOU shall assign or otherwise transfer this MOU or any right or obligation here without the prior written consent of the other Party.

#### **X. Jurisdiction**

This MOU is subject to and shall be interpreted under the laws of the State of Colorado and jurisdiction shall exclusively rest in the Colorado District Court for El Paso County, Colorado. The Parties agree that this MOU shall be deemed to have been made in, and the place of performance is deemed to be in, El Paso County, State of Colorado. Both Parties shall ensure that their employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

#### **XI. Liability**

Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the CGIA and Article XI of the Colorado Constitution.

#### **XII. No Third-Party Beneficiary**

It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third person or entity. It is the express intention of the Parties that any person or entity, other than the Parties, shall be deemed to only be incidental beneficiaries of this MOU.

#### **XIII. No partnership or joint venture**

The Parties to this MOU are not partners or joint venturers as a result of this MOU.

#### **XIV. Authority**

- A. The Parties to this MOU represent or warrant to each other that they have all the necessary authority to enter this MOU and to perform their obligations hereunder and that this MOU does

not conflict with any other intergovernmental agreement or contract that any Party is subject to which it may be bound.

B. The signers of this document have the authority to bind the respective entities to this MOU.

**XV. Headings**

The headings of the articles of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

**XVI. Funding**

In accordance with the Colorado Constitution, Article X, Section 20, the performance of the Sheriff's obligations under this MOU is subject to appropriation of funds by the Board of County Commissioners. Further, if funds are not appropriated in whole or in part sufficient to the performance of the County's obligations under this MOU, or appropriated funds may not be expended due to Constitutional spending limitations, then the County may terminate this MOU without compensation to the other party.

It is anticipated grant funding will be received by EPSO in order to provide additional services to the Palmer Lake Police Department, and the Town of Palmer Lake Through the VOCA and VALE grants. Should the VOCA and VALE grants not be received for any reason, the County may terminate this MOU without compensation to the other party.

**XVII. Cooperation**

The Parties agree to cooperate with one another and to work together to provide effective service to the citizens of El Paso County.

**FOR THE EL PASO COUNTY OFFICE OF THE SHERIFF**

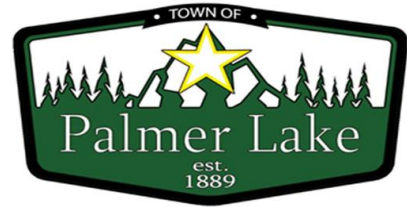
  
\_\_\_\_\_  
Joseph Roybal, Sheriff

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Vanderpool, Chief of Police

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
BY:   
OFFICE OF THE COUNTY ATTORNEY



Item 21.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Approve New Water Flushing Rates
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

There is a waterline in town that requires flushing due to a dead end for fire suppression. The amount flushed is invoiced to commercial business. With the latest reading exceeding the existing tiers initially established, staff reviewed the water flushing rates with the Water Supervisor. It is unknown how or when the rates were established. The Water Supervisor recommended the Town consider matching neighboring bulk water rates, which are reflected in the new rates and include additional gallon tier structure for the exceeding amount. The rates are required to appropriately bill for the necessary flushing of the fire line.

**Recommended Action**

Support the recommendation for the added tier and revised rates to be appropriately billed and staff will incorporate the rates to the master fee schedule to review annually.

**PALMER LAKE, COLORADO**

**RESOLUTION NO. 63 – 2023**

**A RESOLUTION OF THE TOWN BOARD OF TRUSTEES TO AMEND THE WATER FLUSHING RATES OF THE TOWN OF PALMER LAKE, COLORADO**

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

**WHEREAS**, pursuant to 31-35-402(1)(F), C.R.S., the Town of Palmer Lake possesses the authority to prescribe and collect fees for water services; and

**WHEREAS**, the Town is required to flush water lines; and

**WHEREAS**, the tiers and rates for water line flushing has not been reviewed along with the annual water usage rates; and

**WHEREAS**, the total gallons flushed are exceeding the tiers that have been in place and require revision; and

**WHEREAS**, the Water Operator reviewed the current tier and rate structure and recommended that the rates mirror neighboring bulk water fill rates per gallon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, EL PASO COUNTY, COLORADO.**

**Section 1. Fireline Flush.** The water flushing by the Town shall be modified to sell at the following recommended tiers and rates per gallon:

<b>Min</b>	<b>Max</b>	<b>Current Rate</b>	<b>2023 Revised Rate</b>
1	2999	0.020	<b>0.028</b>
3000	5999	0.022	<b>0.030</b>
6000	12,999	0.024	<b>0.032</b>
13,000	24,999	-	<b>0.034</b>
> 25,000		-	<b>0.036</b>

**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 of 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.

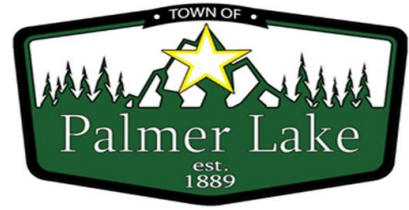
**INTRODUCED, RESOLVED AND PASSED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14<sup>TH</sup> DAY OF SEPTEMBER 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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



Item 22.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Ordinance to Disconnect Parcel for Fitzgerald
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

Related to the Parco request previously approved to annex, this request was approved and requires an ordinance to disconnect the requested parcel from the Town. This is for two neighbors to properly exchange property to be in the proper jurisdiction, attach to existing property, and have one tax bill.

**Recommended Action**

Approve the ordinance as directed and supported.

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 20-2023**

**AN ORDINANCE DISCONNECTING CERTAIN REAL PROPERTY WITHIN THE  
COLD WATER SUBDIVISION FROM THE TOWN OF PALMER LAKE**

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

**WHEREAS**, the owner of real property, more particularly described in the attached Exhibit A, (hereinafter, "Property") located within the Town has requested the disconnection, also sometimes called de-annexation, from the Town of Palmer Lake; and

**WHEREAS**, the Owner has provided notices pursuant to C.R.S. §31-12-501, *et seq.* and, to the knowledge of the Town, no requests for a meeting has been received by the Town from the County or any of the special districts involved; and

**WHEREAS**, the Board of Trustees has determined that the best interests of the Town will not be prejudiced by the disconnection of the Property.

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

**Section 1.**

The Board of Trustees is of the opinion that the best interests of the municipality will not be prejudiced by the disconnection of the Property, as described in Exhibit A attached hereto and incorporated herein by reference, from the Town. Therefore, the Property is hereby disconnected from the Town.

**Section 2.**

Town Staff are hereby authorized and directed to take any and all necessary steps to effectuate the disconnection. To the extent the Mayor is needed to effectuate the disconnection, the Mayor is hereby authorized to take any and all necessary steps to effectuate the disconnection.

**Section 3.**

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

**Section 4.**

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

**INTRODUCED, READ AND PASSED AT A FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14TH DAY OF SEPTEMBER, 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

Jim & Laura Fitzgerald  
19055 Forest View Rd  
Monument, CO 80132  
[jamesfitzgeraldjr@mac.com](mailto:jamesfitzgeraldjr@mac.com)

Town of Palmer Lake  
42 Valley Crescent St  
Palmer Lake, CO 80133

16 June 2023

To whom it may concern,


In 2014, we (Jim and Laura Fitzgerald, who live at 19055 Forest View Rd) worked together with our neighbors, (Jim and Pam Parco who live at 19105 Forest View Rd) to change the interior property line between our parcels. In doing so, we transferred a 7,910 square foot parcel (Parcel A in the plat) to the Parcos, and simultaneously, the Parcos transferred a 7,910 square foot parcel (Parcel B in the plat) to us. This resulted in both parties keeping their Lots the exact same size after the action as compared to before.


Collectively, we filed the replat of our subdivision (Cold Water) with the El Paso County Clerk & Recorder's office on 9 June 2015, under reception number 215713630. On 2 November 2021, the Fitzgeralds deeded Lot 1 to the Parcos, and simultaneously on the same date, the Parcos deeded Lot 2 to the Fitzgeralds.

The only remaining issue that Parcel A of Lot 1 (19105 Forest View Rd owned by the Parcos) remains located within unincorporated El Paso County, whereas Parcel B of Lot 2 (19055 Forest View Rd owned by the Fitzgeralds) remains located within the town limits of Palmer Lake. Because of the different taxing jurisdictions, the final step to create a single parcel of record with El Paso County is to petition the Town of Palmer Lake to annex Parcel A into the town limits, and de-annex Parcel B into unincorporated El Paso County, placing the entirety of Lot 1 in the Town of Palmer Lake and the entirety of Lot 2 in unincorporated El Paso County.

After a legal review by Town Staff on this issue in April 2023, we were subsequently advised to provide this deannexation request, by letter, to accompany the Parco's annexation request.

The purpose of this letter is to formally request that Parcel B be deannexed from the Town of Palmer Lake, concurrently, with the Annexation Petition filed by Jim and Pam Parco.

  
James E. Fitzgerald, Petitioner      Date  
Co-owner, Lot 2, Coldwater Subdivision      6/16/23

  
Laura B. Fitzgerald, Petitioner      Date  
Co-owner, Lot 2, Coldwater Subdivision      6/16/23



**EL PASO COUNTY - COLORADO**

Item 22.

7109013006  
19105 FOREST VIEW RDTotal Market Value  
\$2,100**OVERVIEW**

Owner:	FITZGERALD JAMES F, FITZGERALD LAURRA B
Mailing Address:	PO BOX 400 PALMER LAKE CO, 80133-0400
Location:	19105 FOREST VIEW RD
Tax Status:	Taxable
Zoning:	-
Plat No:	13630
Legal Description:	THAT PT LOT 2 COLD WATER SUB AMEND. NO 1 DESC AS FOLS: COM AT SW COR LOT 1 SD SUB, TH N 89<56'11" E 131.21 FT TO POB, TH CONT ELY 101.26 FT N 29<00'26" E 172.89 FT, N 01<09'16' W 49.78 FT, S 23<52'34" W 101.73 FT, S 52<54'26" W 179.17 FT TO POB

**MARKET & ASSESSMENT DETAILS**

	Market Value	Assessed Value
Land	\$2,100	\$590
Improvement	\$0	\$0
Total	\$2,100	\$590

No buildings to show.

**LAND DETAILS**

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT RESIDENTIAL LOTS	27.900	7910 SQFT	\$2,100

**SALES HISTORY**

	Sale Date	Sale Price	Sale Type	Reception
+	11/02/2021	\$0	-	221202820
+	06/09/2015	\$0	-	215713630

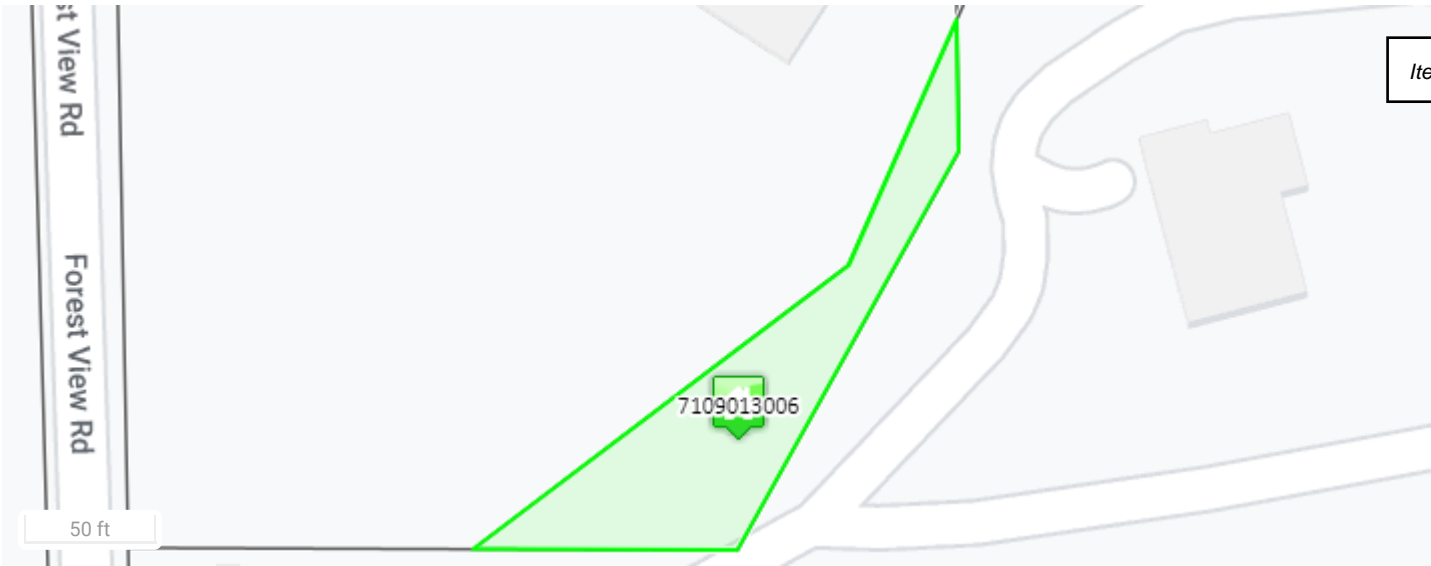
**TAX ENTITY AND LEVY INFORMATION**

County Treasurer Tax Information

Tax Area Code: **PFG** Levy Year: **2022** Mill Levy: **92.142**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.732	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
TOWN OF PALMER LAKE	21.238	DAWN A COLLINS	(719) 481-2953
EPC-PALMER LAKE ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
LEWIS-PALMER SCHOOL NO 38	40.500	BRETT RIDGWAY	(719) 488-4705
PIKES PEAK LIBRARY	3.512	RANDALL A GREEN	(719) 531-6333
TRI-LAKES MONUMENT FIRE PROTECTION	18.830	ANDY KOVACS	(719) 484-0911
PALMER LAKE SANITATION	0.000	BECKY ORCUTT	(719) 481-2732

Item 22.

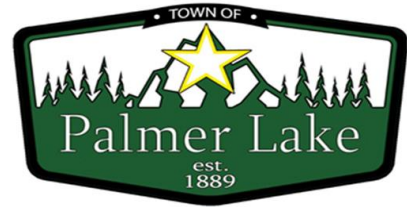


No Photo Available



Disclaimer

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



Item 23.

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

<b>DATE:</b> September 14, 2023	<b>ITEM NO.</b>	<b>SUBJECT:</b> Ordinance to Adopt New Sign Code
<b>Presented by:</b> Town Administrator /Clerk		

**Background**

The Planning Commission drafted a new sign code. On August 23, the Planning Commission held a workshop and special meeting to finalize the draft code and recommended the Board adopt the code.

The draft sign code has been posted to the town website following the Planning Commission special meeting found here - <https://www.townofpalmerlake.com/administration/page/update-new-sign-code-public-review>

With this adoption, an amortization to apply the ordinance should also be considered. Attorney Krob will provide options for language.

**Recommended Action**

Support the recommendation of the Planning Commission and adopt the sign code as drafted.

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 21 - 2023**

**AN ORDINANCE ADOPTING A SIGN CODE AND REPEALING AND REPLACING  
CHAPTER 17.76 OF THE TOWN OF PALMER LAKE TOWN CODE REGULATING  
SIGNS WITHIN THE TOWN OF PALMER LAKE**

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

**WHEREAS**, the Town had previously adopted regulations related to signage, with such regulations being contained in Chapter 14.50;

**WHEREAS**, recent developments in case law established a need for the Town's current sign code be amended in order to preserve the health, safety and general welfare of the citizens and businesses of Palmer Lake; and,

**WHEREAS**, following a moratorium on the submission of sign permit applications and erecting and installation of signs within the Town in order to draft an amended sign code, the Planning Commission reviewed and provided comments to the proposed sign code.

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

1. Chapter 17.76 of Title 17 of the Town of Palmer Lake Town Code is hereby amended by repealing and replacing the entirety of Chapter 17.76 to read in its entirety as depicted on the attached Exhibit A.
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, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 14TH DAY OF SEPTEMBER, 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

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

## 17.76 Signs

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### 17.76.010 PURPOSE & INTENT

(a) Purpose. Signs can obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The regulations in this Chapter are intended to coordinate the use, placement, physical dimensions, design, and maintenance of all signs within the Town.

- (1) The following regulations recognize that signs are a necessary means of visual communication for the convenience of the public and provide flexibility within the sign review/approval process to allow for unique circumstances and creativity.
- (2) These regulations recognize and ensure the right of those concerned to identify businesses, services, and other activities by the use of signs, and limit commercial signs to those which are accessory, and incidental to the use on the premises where such signs are located.
- (3) These regulations provide a reasonable balance between the right of an individual to identify his or her business and the right of the public to be protected against the visual discord resulting from the unrestricted proliferation of commercial signs and devices.
- (4) This Chapter allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. This Chapter must be interpreted in a manner consistent with the First Amendment guarantee of free speech and decisions by the Colorado Supreme Court and the United States Supreme Court.
- (5) The intent of this Chapter is to establish limitations on signs in order to ensure they are appropriate to the land, building, or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in this Chapter. A sign placed on land or a building for the purpose of



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identification, protection, or directing persons to a use conducted is deemed to be an integral but accessory and subordinate part of the principal use of land or building.

(6) This Chapter is not intended to and does not apply to signs erected, maintained, or otherwise posted, owned, or leased by the state, the federal government, or the Town. This includes Colorado Department of Transportation (CDOT) tourist-oriented signs governed by Section 43-1-420, Colorado Revised Statutes (C.R.S.), as amended, and in accordance with all rules and regulations of CDOT. The inclusion of "government" in describing some signs does not intend to subject the government to regulation but instead helps illustrate the type of sign that falls within the immunities of the government from regulation.

(b) The intent of these regulations is:

- (1) To maintain and enhance the aesthetic environment of the Town.
- (2) To provide a means for organizations and businesses to effectively advertise or communicate to the public.
- (3) To assist in wayfinding.
- (4) To lessen visual clutter caused by improper placement, excessive illumination, or animation.
- (5) To establish sign size depending on the use in relation to the scale of the lot's frontage and location and speed from which the sign is viewed.
- (6) To encourage signs that are responsive to the aesthetics and character of their particular locations and uses and the surrounding neighborhood and are compatible with the building's architectural design.
- (7) To protect the public from damage or injury caused by signs that are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by indiscriminate placement or use of signs.
- (8) To develop minimum standards to safeguard life, health, property, and public welfare by regulation of structural requirements for all signs.
- (9) To bring nonconforming signs into compliance with these regulations when the use of the property changes or is discontinued, when a new business license is issued, or as a condition of approval of a land use action approved by the Town, such as a rezoning, variance, or other land use action.
- (10) Provide fair and consistent permitting and enforcement.

**17.76.020. GENERAL PROVISIONS AND RESTRICTIONS**

(a) **Compliance required.** It is unlawful to display, construct, erect, alter, use, or maintain any sign, except in conformance with the provisions of this title. It is unlawful to alter, maintain, enlarge, use, or display any such sign erected or constructed before the enactment of this Chapter, except in conformance with the provisions herein set forth.



- (b) **Sign Permit required.** All signs must receive a sign permit or complete a sign registry except exempt signs.
- (c) **Owner Consent.** No sign shall be placed on private property without the written consent of the property owner or the owner's authorized agent. This applies to permitted signs as well as temporary and exempt signs.
- (d) **Sign Installation.** All signs shall be structurally sound and designed to resist any and all code-specified gravity and lateral loads. Sign structures and sign faces shall be installed in compliance with all building and electrical codes.
- (e) **Signs along Highway 105.** CDOT does not necessarily recognize the same sign standards as the Town. It is the responsibility of the property owner and applicant to determine the CDOT regulations as they apply to the property and ensure compliance with those regulations.
- (f) **Nonconforming Signs.**
- (1) Nonconforming signs in existence on the effective date of this Chapter will be identified by the Town. Owners of these signs will be notified of the existence of the regulations in this Chapter and the provisions thereof.
  - (2) Existing signs for which a sign permit was issued pursuant to the previous provisions of this Chapter, and which have become non-conforming because of subsequent amendments to said Chapter, shall be maintained in good condition and are considered legally non-conforming signs. No such sign shall be:
    - a. Structurally changed or altered, except to meet safety requirements.
    - b. Re-established after damage or destruction if the estimated cost of reconstruction exceeds fifty percent (50%) of the total replacement cost, as determined by the Town Administrator.
    - c. If a sign is modified or altered beyond that allowed and noted above, the non-conforming sign shall be brought into compliance.
  - (3) The right to retain any legally nonconforming sign shall be terminated by any one of the following:
    - a. Abandonment of the legally nonconforming sign for a continuous period of thirty (30) days.
    - b. Any dimensional changes of the legally nonconforming sign after the effective date of this Chapter.
    - c. Damage to or destruction of the legally nonconforming sign from any cause whatsoever, in which the cost of repairing the damage or destruction exceeds seventy-five percent of the replacement cost.
  - (4) Obsolete or deceptive signs are not entitled to continue in existence as legally nonconforming signs.
  - (5) All legally nonconforming signs must conform with Sign Maintenance Standards.
- (g) **Sign Maintenance.** The Owner of the sign and the owner of the premises on which the sign is located shall be jointly liable to maintain the sign, including any illumination. Signs shall be kept painted, in good repair, and in compliance with all building and electrical codes including supporting structures. Banners and banner flags shall not be torn. Repairs to signs shall be of an equal or better quality of materials and design as the original sign. The Town



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may inspect any sign and order the painting, repair, alteration, or removal of a hazardous sign. The sign owner shall have thirty (30) days to comply with the maintenance orders or the sign shall be removed at the owner's expense.

- (h) **Retail and Medical Marijuana Businesses** All signage associated with a medical marijuana business shall meet the standards established in this Sign Code and Chapter 5.20 Marijuana (Medical and Retail).
- (i) **Sexually Oriented Businesses** All signage associated with a sexually-oriented business shall meet the standards established in this Sign Code and Chapter 5.32, Sexually-oriented Businesses.

### 17.76.030 PROHIBITED AND EXEMPT SIGNS

- (a) **Prohibited Signs.** The following signs are prohibited in all zoning districts and deemed inconsistent with the purposes and standards in this Chapter. Signs for which no valid permit has been issued by the Town of Palmer Lake and which are not exempt from this Chapter are explicitly prohibited.
  - (7) Distracting Signs.
  - (8) Animated Signs.
  - (9) Flashing signs
  - (10) Searchlights and revolving beacons.
  - (11) Electronic Signs
  - (12) Roof signs
  - (13) Inflated signs or balloons.
  - (14) Any sign designed to wave, flap, or rotate including attention-getting devices, wave banners except for government and service flags as provided for in this Chapter.
  - (15) Visual Obstructions.
    - a. Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic, pedestrian traffic, or traffic-control devices, including any sign that obstructs clear vision in any direction from any street intersection or driveway.
    - b. Any sign located in such a way as to substantially deny an adjoining property owner's visual access to an existing sign.
    - c. Right-of-Way Signs.
    - d. Any sign other than traffic control devices erected, constructed, or maintained within, over, or upon the right-of-way of any public road, street, or highway, except in the case of a sign for which a permit has been issued in accordance with the requirements of this Article.
  - (16) Off-Premises Signs unless otherwise permitted in this Chapter.
  - (17) Any sign with light sources that are not shielded such that the bulbs, floodlights, or tubes are visible off the property on which the sign is located.



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- (18) Any sign that is painted upon retaining walls, rocks, vegetation, or other natural features.
- (19) Any Projected Image Sign emitting a sound or virtually projected image onto a surface.
- (20) Any sign which interferes with the free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder, or opening intended as a means of ingress or egress or window or opening providing light or air.
- (21) Unsafe Signs. Any sign or sign structure which:
- a. Is structurally unsafe.
  - b. Constitutes a hazard to safety or health because of inadequate maintenance or dilapidation.
  - c. Is not kept in good repair.
  - d. Is not designed or constructed in a professional manner.
  - e. Is capable of causing electrical shocks to persons likely to come in contact with it.
  - f. Presents a danger to the health, safety, or welfare of the Town or its citizens.
  - g. Obstructs a driver's view or line of sight; or on public right-of-way without proper authorization from the Town of Palmer Lake or CDOT.
- (22) Portable Signs (except for sandwich board signs).
- a. Portable signs or signs not permanently affixed or attached to the ground or to any structure, except for real estate or yard signs attached to posts driven into the ground.
  - b. Commercial signs mounted, attached, or painted on motor vehicles, trailers, or boats used as advertising, but excluding vehicles used in the normal course of business, whether parked or not, including signs painted on or attached to semi-trailers or cargo containers, when exhibited on private property adjacent to a public right-of-way and advertising business or services offered on the property. Vehicle-mounted commercial signs on property used for special events are exempt from the requirements of this Section during the special event only. Upon the conclusion of the special event, such signs must be dismantled.
  - c. Inflatable signs or tethered balloons.
- (23) Obsolete or Discontinued Commercial Use Signs. Whenever a business, industry, service, or other use is discontinued, all signs advertising the discontinued use shall be removed or obscured within sixty (60) days after the discontinuance of such use. Signs advertising discontinued commercial uses are misleading, unnecessarily contribute to visual clutter, and can obstruct views and distract motorists. Such signs shall constitute a nuisance as defined in Chapter 8.04. Nuisance and Abatement Procedure.
- (24) Abandoned Signs. A sign which is located on property that becomes vacant and unoccupied for a period of sixty (60) days or more, or a sign which pertains to a time, event, or purpose which no longer applies, shall be considered abandoned.
- (25) Roof signs.



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- (26) Billboards.
  - (27) Pylon Signs.
  - (28) Handbills and posted advertisements are not allowed without written permission of the Planning Commission and shall not be attached to trees, fences, utility poles, street furniture, or automobiles.
  - (29) Exterior neon signs, digital signs, and LED light tubes are prohibited.
  - (30) Signs specifying price are not allowed unless advertising the price of vehicle fuel or gasoline at a gas station or convenience store that dispenses fuel for vehicles.
  - (31) Signs using reflective surfaces are prohibited except for official government or traffic signs.
- (b) **Exempt Signs:** The following signs are exempt from permitting but may not exceed the height and size specified in the Sign Type Standards.
- (1) The existing Town of Palmer Lake Electronic Message Board.
  - (2) Flags of any state, nation, or government including service flags, if the latter is flown in conjunction with any of the preceding flags. Flags may not exceed fifty (50) square feet in size and no flagpole shall be higher than twenty (20) feet.
  - (3) Official Town of Palmer Lake, El Paso County, or State of Colorado government/traffic signs.
  - (4) Signs not legible or visible from a public right-of-way or adjacent property.
  - (5) Signs on athletic fields and scoreboards intended for on-premises viewing. Scoreboards shall not exceed twenty (20) feet in height and one hundred fifty (150) square feet in size.
  - (6) Commemorative plaques.
  - (7) Displayed merchandise shall not be considered a sign.
  - (8) The display of street numbers. Street numbers must be affixed to the structure they are meant to identify.
  - (9) Signs not exceeding three (3) square feet in area that are customarily associated with residential uses, such as property identification names and numbers, signs on mailboxes or newspaper tubes, and signs posted on private property warning the public against trespassing or danger from animals.
  - (10) Informational signs indicating as a courtesy “credit cards accepted,” hours, open/closed, retail vehicle fuel price, or similar with a cumulative total area of six (6) square feet.
  - (11) Building Directory Signs not to exceed eight (8) square feet.
  - (12) National or state holiday and community special event decorations that do not display a commercial message and that are not displayed for more than forty-five (45) consecutive days.
  - (13) Public notices or signs relating to an emergency or hazard.



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- (14) Yard Sale signs including Garage and Estate sales. Signs on the lot or parcel where a private garage, estate, or yard sale occurs.
- (15) Real estate signs. Temporary signs on an individual real estate parcel currently offered for sale, lease, or rent, provided that there is only one (1) sign per street frontage and is not greater than eight (8) square feet in area in a residential district and thirty-two (32) square feet in area in nonresidential districts, and the sign is located on the offered property behind the street right-of-way line. All such temporary signs shall be removed within seven (7) days after the real estate closing or lease transaction for the subject parcel or expiration of the listing, whichever occurs first.
- (16) Restaurant Menu Signs provided there is no more than one per establishment not to exceed 4 square feet.
- (17) Election Signs.
- (c) **Severability.** If any subsection of this Sign Code is found to be invalid by a court of competent jurisdiction, all remaining provisions shall be deemed valid.

#### **17.76.040 SIGN PERMITS AND ADMINISTRATIVE PROCEDURES**

##### **a) Sign Permits.**

- (1) Permits are not required to repair or maintain existing signs.
- (2) A Sign permit requires an application submittal, non-refundable fee, and review and approval by the Planning Commission. If the entity at any given location changes, then new or replacement signs and overall allocation must conform to all requirements of this Chapter.
- (3) No work shall commence on signs requiring a permit until said permit has been issued by the Town.
- (4) Upon receipt of a sign permit, the sign must be erected within three (3) months. A photo of the installed sign shall be delivered to the Town by the applicant within 10 days after installation.

##### **b) There are two permit procedures:**

- (1) An administrative process for temporary signs.
- (2) A detailed application submittal for a permanent sign.

##### **c) Permanent Sign Permit Application: The applicant shall provide the following information:**

- (1) Name, address, and telephone number of the applicant and property owner.
- (2) Written consent of the property owner.
- (3) A Sign Plan composed of a scaled drawing(s) indicating the following:
  - a. Site Plan showing on-site drives, parking, buildings, sign type(s), proposed sign location(s) with dimensions to property lines and required sign landscaping.
  - b. When the Sign Permit Application is for common site signage in a multiple tenant commercial project then this information must be shown on the Sign Plan. The applicant has the option of applying for a Master Sign Plan.



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- c. A summary of all sign sizes, quantities, and areas corresponding to Sign Type Standards criteria.
  - d. Sign drawing(s) showing size, shape, design layout, an elevation of the sign on the building, materials, content, and mounting method.
  - e. Light fixture specifications and illumination values.
  - f. If the submittal is for a tenant on a multi-tenant site, provide a copy of the property owner's sign permit for the Common Site Signage.
  - g. Such additional information as requested by the Town Administrator.
  - h. The date when the applicant intends to erect the sign(s).
- d) **Master Sign Plan.** Any mixed-use development or multi-tenant building complex containing 3 or more units shall submit a master sign plan that consists of a coordinated, shared signage plan for the entire development.
- (1) Signs in the master sign plan shall have mutually unifying elements, which may include uniformity in materials, color, size, height, letter style, sign type, shape, lighting, location on buildings, and design motif.
  - (2) A master sign plan application shall include all of the following:
    - a. A table allocating sign area to each tenant, lot, or pad site;
    - b. A description and/or illustration of the materials to be used in wall signage; and
    - c. Elevations and materials for any standard signs for the site.
  - (3) In reviewing an applicant's submittal of a master sign plan in conformance with the provisions of this Chapter, the Planning Commission may vary the following standards:
    - a. Sign area for individual signs, and maximum sign area for all allowable signs;
    - b. Sign height for individual signs.
    - c. Sign setback or separation signs; and
    - d. Maximum number of signs, types of signs, or approved wall areas for purposes of sign location.
    - e. In exchange for a creative and quality design, one (1) of the above-listed standards may be altered up to twenty-five percent (25%) at the discretion of the Planning Commission. The Planning Commission may approve a greater change in a dimensional standard based on the applicant demonstrating that the change is warranted by a master sign plan and development that represents an exceptional design, the use of quality materials, increased landscaping, and/or other amenities.
- e) **Temporary Sign Registry.** The Town will permit temporary signs on residential and nonresidential parcels in accordance with the following standards and procedures.
- (1) Registry. All temporary signs must be registered with the Town Clerk prior to being displayed.
  - (2) The Town Clerk will maintain an electronic registry of all temporary signs, which registry will include the following information for each sign.



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- a. Property Address
  - b. Temporary sign registrant name, address, phone number, and email address
  - c. Property owner's name, address, phone number, and email
  - d. Sign dimensions and sign copy.
  - e. Sign location on the site (verbal description and photo of the site –site plan not required)
  - f. Commencement date and anticipated duration of sign display.
- (3) The date of removal of the sign.
- (4) Town Clerk Review. The Town Clerk shall cause any sign that does not comply with the standards set forth in this Chapter, including any sign that is not registered in accordance with this Section, to be removed immediately and without notice.
- f) **Sign Permit Process and application.**
- (1) The Sign Permit Application submittal will be reviewed for completeness. When deemed complete it will be reviewed for compliance with applicable Town ordinances and the applicant will be notified of any discrepancies. If it is determined that the sign is not in conformance with these requirements, the Town Administrator shall recommend changes necessary to bring the sign into such conformance. If the applicant does not make such changes and prefers to submit the design as originally submitted, the Town Administrator shall forward the application to Planning Commission for review.
  - (2) The Sign Permit Application must be submitted to the Administrator at least ten (10) days prior to the scheduled Planning Commission meeting to be considered.
  - (3) Within thirty (30) days of submission of a completed application, allowing for one continuation of the application review for additional information or modification, the Planning Commission shall approve, approve with conditions, or deny the application. If the permit is denied, the Town Administrator shall provide a written explanation of the reasons for the denial by the Planning Commission.
  - (4) Approval Criteria: A sign permit application submittal shall comply with the following:
    - a. The Sign(s) conforms to the requirements of all applicable codes.
    - b. The Sign does not interfere with pedestrian or vehicular safety and is not located within the clear vision triangle area per the adopted Town Roadway Specifications.
    - c. The Sign conforms to the design standards of this Chapter.
    - d. The Planning Commission may approve minimal variations in size and quantity standards if the applicant demonstrates exceptional design and/or compliance with the Purpose and Intent of this Chapter.
    - e. The Planning Commission shall evaluate sign compliance and work with the applicant to resolve any issues or concerns.
    - f. Commission may approve as submitted, approve with conditions, deny the application, or request revisions or additional information for further consideration.
- g) Variances.
- (1) Applicability. Variance of the standards set forth in this Chapter may be granted in accordance with this Section.



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- (2) Process:
- a. Applicant submits a complete sign variance application and pays all applicable fees.
  - b. The Town Clerk shall set a time for the Planning Commission to consider the request at a public hearing.
  - c. Notice of the public hearing shall be provided as outlined in C.R.S.24-65.5-103 - Notice requirements.
- (3) A variance may be granted following review and approval by the Planning Commission of the following:
- a. A written narrative describing the nature of the sign variance request as well as the hardship placed on the applicant resulting in the request.
  - b. Applicant demonstrates that strict application of this Chapter would produce peculiar and exceptional practical difficulties or undue hardships upon the property owner.
  - c. Such difficulties or hardship is not shared generally by other properties in the same zoning district and the same vicinity but are peculiar to the subject property.
  - d. The authorization of such variance will not result in substantial detriment to adjacent property or the public good, materially change the character of the district, or substantially impair the intent and purpose of the Chapter.
  - e. The granting of such variance is based upon demonstrable and exceptional hardship as distinguished from variance for convenience, profit, or caprice.
- h) Appeal of Denial of Sign Application or Variance Request.
- (1) The Planning Commission may deny a sign application or variance request for any one of the following reasons:
    - a. The applicable provisions of this Code have not been met.
    - b. The required application fees have not been paid.
    - c. The application is incomplete or contains false, misleading, or fraudulent statements.
  - (2) Upon denial of an application for a sign permit, the applicant has ten calendar days from the date of the decision to file an appeal with the Town Clerk.
  - (3) The applicant may appeal the Planning Commission's decision to the town board of trustees. The decision of the town board of trustees shall be considered a final decision for purposes of Colorado Rules of Civil Procedures (C.R.C.P.) 106.
- i) Enforcement.
- (1) Any sign found not to be in conformance with this Chapter shall be subject to revocation of the sign permit.
  - (2) Any work on the sign as allowed that has not commenced within a period of one hundred eighty (180) days from the date the sign permit was issued shall automatically expire. The Town Administrator may allow an extension of up to thirty (30) days for construction delays that are not the result of willful acts or neglect by the permittee.
  - (3) No refund of any fees will be made if the sign permit is revoked or expired under the provisions of this Section.



(4) Town Clerk Review. The Town Clerk shall cause any sign that does not comply with the standards set forth in this Chapter, including any sign that is not registered in accordance with this Section, to be removed immediately and without notice.

j) Fines and penalties.

(1) Except as provided by Subparagraph b. below, any person who is convicted of, or pleads guilty or no contest to, a violation of this Chapter shall be punished by a fine not to exceed four hundred ninety-nine dollars (\$499.00). Each and every day on which any violation of this Chapter is committed, exists, or continues shall be deemed a separate offense.

- a. First violation: One hundred dollars (\$100.00).
- b. Second violation: Two hundred dollars (\$200.00).
- c. Third violation: Three hundred dollars (\$300.00).
- d. Fourth violation: A summons and complaint shall be required.

**17.76.050 SIGN STANDARDS**

a) **Sign Illumination.** Unless otherwise specified by these regulations, all permanent signs in nonresidential zone districts may be illuminated consistent with the adopted exterior lighting standards. No sign illumination is allowed in residential zone districts except for address numbers.

b) **Light Source.**

(1) All exterior sign lighting shall be accomplished with Fully Shielded Light Fixtures. Upward-directed sign lighting is prohibited. The intensity of sign lighting shall not exceed that necessary to illuminate and make legible a sign from the adjacent travel way.

(2) Energy-efficient light sources are encouraged.

(3) All Sign illumination shall have a timer that turns off the light source no later than 10:00 pm or business closing time – whichever is later.

(4) Externally lit Signs.

- a. Lighting fixtures shall be simple in form and shall not clutter the building.
- b. The fixtures must be directed only at the sign. Gooseneck or other building-mounted fixtures are encouraged.



(5) Internally Illuminated Signs

- a. Internally illuminated signs are discouraged and subject to special review by the Planning Commission.
- b. Application for a sign permit for any internally illuminated sign shall include clear and accurate illumination levels and specifications.

c) **Temporary signs.**

(1) Temporary signs are intended to display information for a limited time duration but in no case shall the temporary sign exceed ninety (90) days after first being installed.



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- (2) Temporary signs shall not be used to add permanent signage in addition to what is allowed. The time period for temporary signs varies by sign type and shall be removed on or before the allowable time period.
- (3) Temporary signs are required to complete a sign registry with the Town Clerk. If a temporary sign will be in place for longer than 90 days, a Town sign review process and a permanent sign permit is required.

**d) General Design Standards.**

- (1) Signs shall be integrated with and not overpower the façade of the building or streetscape.
- (2) Signs including their supporting structure and components shall be integrated with the design of the building or structure on which they are placed. The scale, size, and shape of any sign shall be proportionate to the building and the area in which it is located. Signs shall not obscure architectural features and shall be designed in a manner that provides an artistic accent or visual point of interest for the building. The Town may reduce the sign size and/or quantity allowed when signs do not meet this standard.
- (3) Signs are not subject to the setback requirements of the zoning district where they are located.
- (4) Signs related to building uses on upper floors shall attempt to make use of lower floor directories or other lower floor space for signage. However, upper-floor window signs are allowed.
- (5) Sign bands on buildings should be utilized for compatibility with the building façade.
- (6) Sign colors should complement the building façade and nearby structures. Borders and frames should be utilized to give the sign a finished appearance.
- (7) No letter, symbol, or numeral shall exceed two (2) feet in height.
- (8) 3-D signs are encouraged particularly for projecting signs in pedestrian-oriented areas.
- (9) Signs shall not obstruct scenic views from public rights-of-way, residences, or businesses.
- (10) The sign shall not have a negative impact on neighboring businesses or property. This includes: the sign shall not block entrance(s), impede vehicular or pedestrian traffic, block signage of the neighboring property, or otherwise create a nuisance or safety hazard.
- (11) Utilities to signs shall be concealed. Overhead electrical feeds are prohibited.
- (12) All business premises shall have street and or suite numbers easily viewed from the adjacent right-of-way or from the primary point of access.
- (13) Signs shall not impair visibility for traffic movement and shall not impede drainage or snow storage.
- (14) Product or trade names are permitted as a part of an exterior sign only when that part of the occupant's name or product identified is integral to the use of the premises. No more than ten percent (10%) of the area of such exterior sign shall be




used to advertise the brand name of any products or commodities sold on the premises. In addition, an aggregate total of no more than twenty-five percent (25%) or six (6) square feet, whichever is lesser, of the total window area may be used to advertise product or trade names in the form of window signs.


**17.76.060 SIGN TYPES**

All signs are permanent unless otherwise noted.

**a) 3-D Sign**

Type	quantity	Max area	height/clearance
<p><b>3 D Sign</b></p> 	1 per tenant, business, or other entity	Maximum Volume (W x H x D) 36 cubic feet	No higher than the wall (single-story building)/bottom of the second-story window (multi-story building) 8.5 feet minimum clearance height (C)

**b) Awning Signs**

Type	quantity	max area	Height/clearance
<p><b>Awning Sign</b></p> 	Unlimited, within maximum area requirements	0.5 square feet of signage for each linear foot of awning (D), up to a maximum of 32 square feet (A x B)	No higher than the roofline  8.5 feet minimum height pedestrian clearance (C)

- (1) Signs may be placed only on awnings that are located on the first story fronting a street, parking lot, or pedestrian way.
- (2) An awning may include a printed or mounted sign. No sign mounted to an awning shall project beyond, above, or below the face of an awning.
- (3) Awning signs are not allowed in a residential zone district.
- (4) Lighting. Awning signs shall not be internally illuminated.

**c) Banners**



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- (1) Banners are temporary signs for special events, sales, or other short-term events. They are exempt from permitting but must meet all other criteria including temporary sign registration.
- (2) Location: Banners may be displayed in any non-residential zone district subject to the following:
  - a. The banner shall not block entrance(s), impede vehicular or pedestrian traffic, block signage, or otherwise create a nuisance or safety hazard for neighboring properties.
  - b. The banner shall not be placed to obstruct any portion of a window, doorway, or other architectural detail.
- (3) Size: Banners installed on walls shall be limited in size to 0.5 square feet for each linear foot of exterior wall frontage up to a maximum area of thirty (30) square feet.
- (4) An individual business shall hang no more than one banner at a time. If a tenant space has multiple business licenses for the same tenant space, then the tenant space shall only be allowed to hang one banner at a time.
- (5) Banners shall be in good condition, without rips, tears, or fading, and all corners must be fastened securely.
- (6) Duration: Banners may be displayed for a maximum of thirty (30) days without a sign permit. Banners may be displayed for an additional maximum of sixty (60) days with a sign permit but not to exceed a total of ninety (90) days.

#### **d) Business Courtesy Signs**

- (1) Business Courtesy Signs may be temporary or permanent. They are exempt from permitting but must meet all other criteria.
- (2) Location: Business courtesy signs may be located at any location.
- (3) Number: The total number of such signs is not limited as long as the cumulative total is not exceeded.
- (4) Size: The cumulative total of all such signs shall not exceed four (4) square feet.

#### **e) Directional Signs**

- (1) Directional signs shall not count toward the aggregate sign area for the business, use, or tenant space displaying the directional signs.
- (2) Directional signs shall be on-premise signs and shall not exceed six (6) square feet per face.
- (3) Directional signs shall not be used for additional advertising but may include the business name or logo.
- (4) Directional signs shall be clearly coordinated and utilize common design cues including color, shape, logo, material, or nomenclature.
- (5) Directional signs that do not meet the standards listed above shall be considered freestanding, projecting, hanging, or wall signs and regulated according to this Chapter.



**f) Election Season Signs**

- (1) Election Signs are temporary signs exempt from permitting but must meet all other criteria including temporary sign registration.
- (2) Location: The sign shall be setback a minimum of five (5) feet from any property line.
- (3) Quantity: Only one sign per property street frontage is allowed.
- (4) Area and Height: A yard sign shall be 4 square feet maximum and no higher than four (4) feet from the ground surface to the highest point of the sign.
- (5) Duration. Election Season signs may be in place only from forty-five (45) days prior to and seven days after the date of the election.

**g) Event Signs**

- (1) Event Signs are temporary signs for special events, sales, or other short-term events. They are exempt from permitting but must meet all other criteria.
- (2) Location: Event signs may be displayed at any location approved by public or private property owners that does not affect public safety in any manner.
- (3) Duration: Event Signs shall be erected no sooner than forty-five (45) days prior to the event and must be removed no later than seven (7) days after the event.

**h) Home Occupation Signs**

- (1) No signs shall be permitted other than a house number or name plate not more than two (2) square feet in area and must be attached to the principal building. In addition, there shall be no illumination of said sign, either internally or externally. House numbers may be illuminated.

**i) Canopy signs**

Type	quantity	max area	Height/clearance
<p><b>Canopy Sign</b></p> <p>The diagram illustrates two types of canopy signs. The top diagram shows a curved canopy with a sign on top. Labels A, B, C, and D indicate dimensions: A is sign width, B is sign height, C is minimum pedestrian clearance, and D is maximum right-of-way projection. The bottom diagram shows a flat canopy with a sign on top. Labels A, B, and F indicate dimensions: A is sign width, B is sign height, and F is minimum vehicular clearance.</p>	<p>Unlimited, within maximum area requirements</p>	<p>0.5 square feet of signage for each linear foot of canopy, up to a maximum of 32 square feet (A x B)</p>	<p>No higher than the roofline 8.5 feet minimum height pedestrian clearance (C) 14 feet minimum height vehicular clearance (E) where necessary</p>

- (1) Signs may be placed on-canopies located on the premises.
- (2) A canopy may include a printed or mounted sign.



- (3) No sign mounted to a canopy shall project above or below the face of a canopy.
- (4) A canopy sign may project horizontally from the face of a canopy only the distance necessary to accommodate sign material and letter thickness.
- (5) No canopy sign shall extend above the roof line of any building. No canopy sign shall project above the top of the canopy upon which it is mounted. However, a sign may project horizontally from the face of a canopy the distance necessary to accommodate the letter thickness and required electrical /or lighting equipment, but not more than twelve (12) inches.
- (6) Canopy signs are not permitted in a residential zone district.
- (7) Lighting: Supported Canopy Signs shall adhere to the lighting standards contained in this Chapter.

**j) Drive Through Window Sign**

Type	quantity	max area	height
<p><b>Drive Through Window Sign</b></p> <p>A diagram showing three vertical signs with the word 'SIGN' on them. Dimension A is the width of one sign, B is the height of one sign, and C is the maximum height of the sign structure. A car is shown driving through the signs.</p> <p> <span style="font-size: small;">A sign width</span>      <span style="font-size: small;">C max. height</span>  <span style="font-size: small;">B sign height</span> </p>	1 sign per tenant, business, or other entity	Free-standing intended for vehicular viewing: 24 square feet (A+A+A) x B	Drive-thru: 7 feet overall clearance

- (1) Drive Through Window signs shall only occur where the Drive Through Window is approved by a Town of Palmer Lake (TOPL) Development Plan.
- (2) Drive Through Window signs shall be oriented to occupants of a vehicle in a drive-through aisle.
- (3) Drive Through Window signs may include changeable copy.
- (4) Drive Through Window signs shall not be designed to be read from the public right-of-way nor to attract attention to the site from the right-of-way.
- (5) Drive Through access along State Highway 105 is prohibited.
- (6) Drive Through access shall not impede pedestrian movement.



**k) Freestanding Signs**

Type	quantity	max area	height /clearance
<p><b>Freestanding Sign:</b></p> <p>A sign width B sign height C max. height</p> <p>A sign width B sign height C max. height</p>	<p>1 per property or complex with multiple buildings, businesses, or other occupancies</p> <p>Businesses listed in a multi-tenant sign are counted toward the 2 sign maximum unless permitted through a Master Sign Plan</p>	<p>50 square feet (A x B)</p>	<p>(C) No higher than an average of 6 feet in residential districts and 8 feet in non-residential districts measured at finished grade</p>

- (1) Location: Freestanding Signs shall be set back from all lot lines a minimum of five (5) feet.
- (2) Adjacent lot owners may erect a joint Freestanding sign on their common lot line if both property owners have provided written permission.
- (3) Metal poles or column sign supports without a decorative cover shall be prohibited.
- (4) Freestanding Signs shall be placed at least two (2) feet from sidewalks and outside of the public right-of-way, clear vision sight triangles, and easements, unless an alternative location is authorized with a Town approved revocable encroachment agreement.
- (5) A monument sign shall be located on a site frontage adjoining a public or private street, or right-of-way but not within a dedicated easement without a revocable encroachment agreement. The minimum horizontal spacing between monument signs shall be three hundred (300) feet.
- (6) The base of Freestanding Signs shall be landscaped a minimum of twenty-four (24) inches all around the sign pole or monument.
- (7) Freestanding signs, except directional signs, shall be separated by a distance of no less than fifty (50) feet unless the Freestanding signs are separated by a street right-of-way.
- (8) Monument signs shall have copy limited to a logo, the name of the subdivision or complex, and a street number.



- (9) A Monument Sign shall not count towards the 2 allotted signs per tenant on a multi-tenant property.
- (10) The monument sign base shall be constructed of stone, brick, or similar natural material.

**l) Menu Sign**

- (1) Menu Signs are exempt from permitting unless they are larger than four (4) square feet.
- (2) Menu Signs do not count towards total allocation per business.
- (3) Menu Signs shall not be wall signs or window signs.
- (4) Menu signs are limited to four (4) square feet.

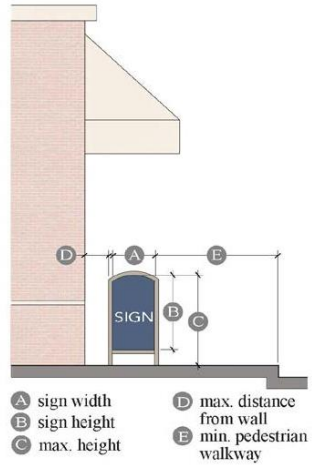
**m) Projecting Signs**

Type	quantity	max area	height/clearance
<p><b>Projecting Sign</b></p> <p><b>Legend:</b>  A sign width  B sign height  C min. clearance  D max. projection  E min. distance to curb line</p>	1 per tenant, business, or other entity	10 square feet (A x B)  Only one side of the sign shall count toward the aggregate sign area.	No higher than the wall (single-story building)/bottom of the second-story window (multi-story building) 8.5 feet minimum clearance height (C)

- (1) Location: Projecting signs shall be attached to a building façade and shall not project above the roof or parapet and shall not extend more than four feet from the face of a supporting wall.
- (2) Encroachment: A projecting sign that extends into a right-of-way is subject to Town approval of a revocable encroachment agreement.



**n) Sandwich Board Signs**


Type	Quantity	Maximum area	Height/clearance
<p><b>Sandwich Board Sign</b></p>  <p>                     A sign width      D max. distance from wall                      B sign height      E min. pedestrian walkway                      C max. height                 </p>	1 per tenant, business, or other entity	6 square feet (A x B)	No higher than 4 feet (C)

- (1) Sandwich Board signs are temporary portable signs not permanently affixed to the ground but secured against tipping or being blown over.
- (2) Sandwich board signs may be displayed in all non-residential areas but are prohibited in all residential zone districts.
- (3) The sign may not be located within a public street right-of-way or on public property with the exception of a public sidewalk only upon issuance of a revocable encroachment permit by the Town.
- (4) Sandwich board signs shall not reduce the clear width of a public sidewalk to less than sixty (60) inches.
- (5) Businesses are limited to one sandwich board or portable sign per business and shall only display such signs only when the business is open for business.,
- (6) Sandwich board signs must be removed each day at the close of business.
- (7) Portable sandwich board signs must have a well-maintained appearance. Chalkboard insets and dry-erase boards are permitted.

**o) Public Displays and Murals**

Public Displays including art and murals are regulated by Chapter 5.36 of the Town Code.

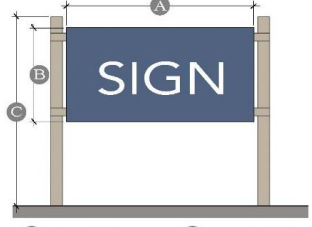
**p) Wall Signs Permanent.**

<p><b>Wall Sign</b></p>  <p>● building frontage</p>	1 per tenant, business, or other entity	1.0 square foot x linear footage of business frontage (C)	No higher than the roofline
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- (1) A wall sign shall not obstruct any portion of a window, doorway, or other architectural detail.
- (2) Wall signs shall be contained within any single wall panel or other architectural component upon which they are placed and shall not extend above the height of the building wall to which the sign is affixed.
- (3) No sign part, including cut-out letters, may project out from the building wall more than twelve inches excluding the sign light fixture.
- (4) Painted Wall signs with a commercial message, business name, and business logo are allowed as a Wall Sign and shall be limited in area and extent as defined in the Sign Allocation section.
- (5) Signs inside a building that are clearly visible and oriented towards a public street shall be treated as a Wall Sign and shall be counted towards the allowable sign area.
- (6) In Multi-Tenant Buildings the signs shall be located on the tenant space being identified or as depicted in a Master Sign Plan.

**q) Site Announcement Sign and Construction Signs**

<p><b>Site Announcement Sign</b></p>  <p> <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> A sign width  <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> B sign height  <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> C max. height         </p>	<p>1 per street frontage</p>	<p>32 square feet (A x B)</p>	<p>8 feet (C)</p>
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- (1) Location. Site Announcement Signs and construction signs are permitted only on vacant land parcels or lots under construction and are not permitted on parcels with existing residential or non-residential uses. The sign shall be setback a minimum of five (5) feet from any property line.
- (2) Site Announcement signs shall be displayed on a temporary basis and shall be removed within fourteen (14) days after the issuance of a certificate of occupancy for the building or structure or within thirty (30) days after completion of the activity associated with the purpose of the sign, whichever occurs first.

**r) Window / Door Signs**

- (1) Location: On glazed surfaces of doors or windows. Allowed area may be distributed on up to three window and or door signs per business frontage.
- (2) Size: Total sign area shall not exceed twenty-five (25) percent of the glass area of windows and doors.
- (3) Illumination directed at window signs is prohibited.

**s) Yard Signs**



- (1) Yard Signs are temporary signs and include Garage and Estate sales.
- (2) The sign shall be setback a minimum of five (5) feet from any property line.
- (3) Only one (1) sign per property street frontage is allowed.
- (4) Area and Height: A yard sign shall be a maximum of four (4) square feet and no higher than five (5) feet above the ground surface to the highest point of the sign.
- (5) Garage sale signs which announce the sale of items from a residence shall be removed on the last day of the sale and shall not create a nuisance as defined in the Town Municipal Code section 8.04.010. – Nuisance.
- (6) Election season signs shall be in place only for the time period that begins forty-five (45) days prior to and ends seven (7) days after a regular or special city, county, state, or federal primary or general election.

**t) Miscellaneous Signs**

Any sign types not listed in this section shall be classified as miscellaneous signs and may not be erected unless approval is granted by the Town Administrator as to size, height, configuration, illumination, and application for usage. Strict interpretation of the intent and purpose of this section shall be applied to all requests for approval of miscellaneous signs. Signs listed as prohibited shall not be considered or approved as a miscellaneous sign.

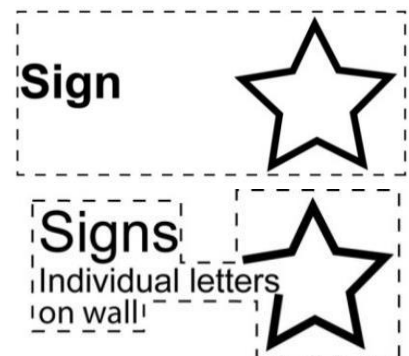
**17.76.070 SIGN MEASUREMENT AND SIGN ORIENTATION**

(a) **General.** Sign Measurement shall be as indicated in the following subsections.

(1) **Determination of Sign Area.** In determining the allowable aggregate sign area for any business, use, or tenant space the area of each sign face shall be added together.

(2) **Computation of Sign Area**

- a. The area of a sign face shall be measured to the border of a constructed sign or the smallest rectangle that encompasses the extreme limits of the message or graphics for a sign painted or otherwise applied to a surface.
- b. Supporting framework, other structure, or landscaping that is clearly incidental to the sign display shall not be computed as sign area.
- c. Architectural treatments enhancing architecture/signage integration are encouraged. Such treatments shall not be created for the purpose of visually enlarging sign size. Where a building component is treated in a manner that serves as a sign, such component shall be included in the overall sign area calculation.



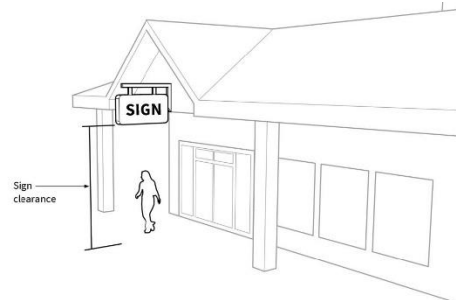
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- d. All sign faces of all signs visible from one point shall be included in the aggregate sign area. Signs around a corner shall be allocated to their respective street frontage.
- e. When two identical sign faces are placed back to back and are not more than twelve (12) inches apart the sign area calculation shall only include one face. This applies to projecting and Freestanding signs.
- f. Whenever more than one sign is placed on a freestanding structure the entire overall area of all signs to the extreme outside borders shall be included in the overall sign area measurement.
- g. For the purpose of determining sign area and the allowable number of wall signs, a wall shall be considered the projected building elevation area exclusive of the separate articulated wall faces per building side or elevation.
- h. 3-D Signs including Spherical, Free-form, Sculptural, and other Non-Planar Signs are encouraged. The sign volume shall be  $W \times H \times D$ .



### (3) Computation of Sign Height and Sign Clearance

- a. The height of any Freestanding sign shall be determined by the distance between the topmost portion of the sign structure and the average ground elevation measured two (2) feet from the base of the sign or two (2) feet from the adjacent street, access drive, or sidewalk/trail grade.
- b. The ground elevation at the base of a Freestanding sign shall not be artificially changed solely to affect the sign height measurement.
- c. Projecting, Hanging, and Awnings Signs. Clearance for signs shall be measured at the smallest vertical distance between the finished grade and the lowest point of the sign, including any framework or other embellishments.



### (b) Sign Orientation

- (1) **Downtown Core and along public sidewalks and Trails.** Signs shall be located and sized to be viewed by pedestrians and cyclists. Projecting, hanging, or awning signs are permitted if there is a minimum of eight and one-half feet clearance (8.5 ft.) above the ground.
- (2) **Along Public Streets.** Signs shall be located and sized to be viewed by motorists.

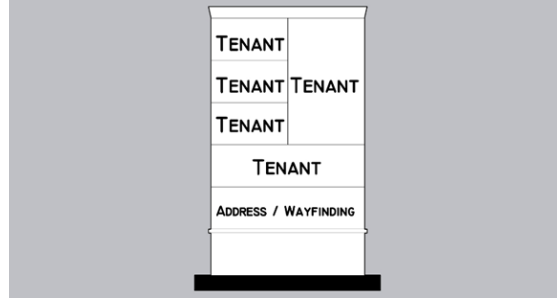
## 17.76.080 SIGN ALLOCATION AND AGGREGATE SIGN AREA

- (a) Each business or entity may have up to two of the following signs provided that the aggregate sign area is not exceeded:

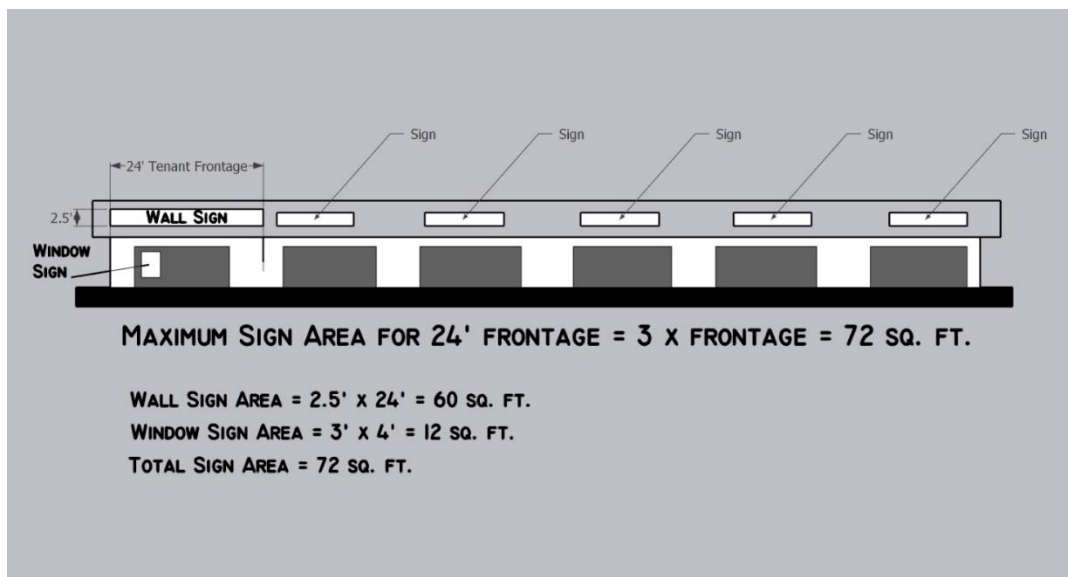
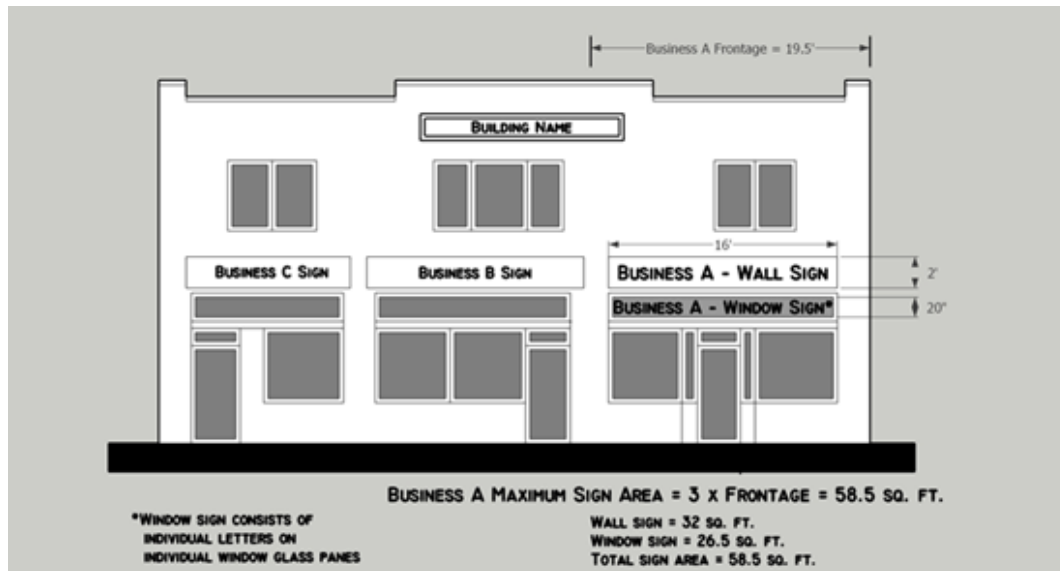


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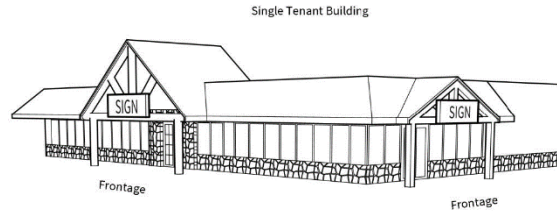
- (1) Wall Sign
- (2) Projecting Sign
- (3) Awning Sign
- (4) Canopy Sign
- (5) Window Sign
- (6) Freestanding Sign



- (b) Common Site Signs shall not count towards the two allotted signs per tenant. These include Directional Signs, Informational Signs, and Building Directory Signs.
- (c) The aggregate sign area for each business frontage may be the lesser of three (3) square feet per lineal foot of business frontage but no more than seventy-five (75) square feet.
- (d) Multi-tenant signs count toward the 2-sign maximum per business.



- (e) Businesses, entities, or tenant spaces without business or street frontage shall be allowed a maximum of thirty-two (32) square feet of aggregate sign area.
- (f) Window Signs are allowed above street level and are limited to twenty-five (25%) percent of the glazing area per window. These window signs shall not be included in the allowed number of signs or the allowed overall sign area.
- (g) Signs visible through the glazing area of any window shall not be included in the allowed number of signs or the allowed overall sign area. One neon open size is permitted for each business.
- (h) Businesses or entities that are located on a corner lot or that have more than one street frontage (not including alleys, driveways, or parking lots) shall be allowed to have an additional sign that is sixty-six (66%) percent of the primary building frontage but no more than fifty (50) square feet on each additional street frontage.



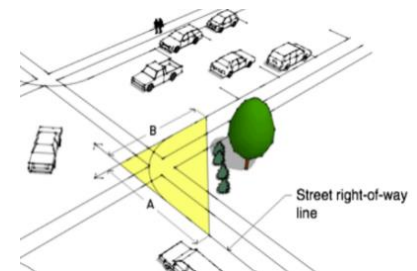
**17.76.100 DEFINITIONS**

Generally, a sign is considered a graphic device with writing, symbols, logos, etc. subject to view from a public right-of-way, and used to advertise, identify, direct, and/or inform the public. For the purpose of this Chapter, certain words and phrases used are defined as follows:

1. **3-D Sign:** 3-D signs are three-dimensional signs that have a depth or relief on their surface greater than six inches.
2. **Abandoned Sign:** An obsolete sign that no longer serves any purpose or is located on property that becomes vacant and unoccupied or a sign that pertains to a time, event, or purpose that no longer applies.
3. **Aggregate Sign Area:** The total available sign area of all sides or portions of a sign.
4. **Allowed Sign:** A sign that is neither prohibited nor exempt.
5. **Animated Sign:** A sign that includes the optical illusion of movement of any part of its structure, design, or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity.
6. **Attention-Getting Device:** Any flag, streamer, spinner, pennant, feathers, costumed character, light, balloon, continuous string of pennants, flags or fringe, audible components or similar device or ornamentation used primarily for the purpose of attracting attention for promotion or advertising a business or commercial activity which is visible by the general public from any public right-of-way or public area.
7. **Awning:** An overhead roof cover or structure projecting beyond and attached to the exterior wall of a building. and has no ground support.
8. **Awning Sign:** A sign that is permanently attached to an awning.
9. **Back Lit Sign:** See *Internally Illuminated sign*. A sign which contains an illumination source entirely inside the sign construction which makes the sign content visible by light shining outward from the sign.



10. **Banner:** A temporary sign composed of logo, design, or text on a flexible lightweight fabric, plastic, or similar material.
11. **Billboards:** *See Off Premises sign.*
12. **Building Code:** The most recently adopted version of the Pikes Peak Regional Building Code.
13. **Building Directory Sign:** A sign that serves as a common or collective identification of multiple businesses on the same property and is attached to a building.
14. **Building Name Sign:** A permanent architectural component of the building that names the structure but does not advertise a specific business. Similar to a plaque.
15. **Business:** A single commercial enterprise or group of enterprises housed within one or more buildings, or which utilizes the same business frontage.
16. **Business Courtesy Signs:** Miscellaneous signs incidental to doing business and not intended as advertising such as credit card signs, security system, and information signs (toilets, deliveries, etc.).
17. **Business Frontage:** That portion of a building frontage occupied by a single tenant space or lease area in a single or multi-tenant building facing a street, alley, parking area, or other public right-of-way. For businesses located on the interior of a building without business frontage, the building elevation providing customer access shall be considered the business frontage for the purposes of determining signage.
18. **Canopy:** An overhead roof cover or structure that may or may not be attached to the building and contains posts or other ground support.
19. **Canopy Sign:** A sign attached to a canopy.
20. **Changeable Message.** Digital or non-digital text or graphics that changes at intervals.
21. **Common Site Signage:** Signage not specific to an individual tenant on a multi-tenant property such as directional signs.
22. **Clear Vision Triangle:** An area where a driver's field of view may not be obstructed. The size of this area is defined by the Town's adopted roadway specifications.
23. **Deceptive Sign:** A sign which is false or misleading.
24. **Directional Sign:** Signs for traffic or pedestrian movement on or adjacent to the property. Logos or text are allowed only as required for the directional message.
25. **Drive-through Sign:** A sign intended for the display of information for pedestrians or drive-through vehicles.
26. **Election Season Signs:** Signs promoting political candidates or ballot issues that are in for a regular or special city, county, state, or federal primary or general election.
27. **Electronic Signs:** Any sign that uses solid, electronic technology such as incandescent lamps, LEDs, LCDs, or some other electronic means of changing copy to produce bright displays that typically involve moving copy, animation, or other graphics.
28. **Event Sign:** A temporary promotional sign on public or private property for an upcoming event.



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29. **Exempt Sign:** A sign that does not require a sign permit but must still comply with applicable sign type standards.
30. **External Illumination.** Illumination of a sign that is affected by an artificial source of light not contained within the sign itself.
31. **Flashing illumination.** Illumination in which the artificial source of light is not maintained stationary or constant in intensity and color at all times when the sign is illuminated.
32. **Freestanding Sign:** A self-supporting sign, not attached to the building and permanently anchored to the ground.
33. **Fully Shielded Light Fixture:** A light fixture that directs light away from any public vantage point and covers the bulb or light source to prevent it from being seen.
34. **Gasoline or Fuel Price Sign.** A sign that identifies the type and price of gasoline for sale on the premises of a legally established gasoline service station.
35. **Historic Sign:** A sign that has historic significance as determined by the Board of Trustees on the recommendation of the Palmer Lake Historic Society or for properties listed on the National or State Register of Historic Places.
36. **Home Occupation Sign:** A sign intended to identify a private enterprise occurring in a residential occupancy.
37. **Ideological Sign:** Any temporary sign announcing an idea, opinion, or position on a social or political issue and containing no commercial message.
38. **Information Signs:** A sign used to indicate or provide information and direction with respect to permitted uses on the property, including but not limited to signs indicating the hours of operation, and such signs as “no smoking”, “vacancy”, “office”, “private warning”, “open”, “closed”, “restrooms”, “no solicitation”, or “no parking”.
39. **Internally Illuminated Sign:** A sign face which is lit or outlined by a light source located within the sign.
40. **Light Post Banner:** A banner intended to be installed on municipal light posts.
41. **Light Source:** The actual bulb or other light emitting element contained within any light fixture.
42. **Master Sign Plan:** A sign plan which identifies the number, description, size, and location of all signs for businesses on the same property or within the same project which constitutes a visual entity as a whole.
43. **Menu Sign:** A sign showing a restaurant menu.
44. **Monument Sign:** A site or area entry sign identifying a subdivision, commercial center, residential complex, or more than three separate individual structures. Typically, a freestanding sign with a base integrated with the ground and landscaping.
45. **Multi-tenant Site:** A property, building, or group of buildings with more than one tenant.
46. **Mural:** Two-dimensional works of art applied directly to vertical surfaces not intended to advertise or promote commercial services or products, also known as a public display.
47. **Neon Sign:** A sign integral w/ electric tube light source(s) that form letters, symbols, or other graphic shapes.
48. **Nonconforming Sign:** A existing sign which does not conform to the regulations of this Chapter, either at the effective date of the regulation establishing this Chapter or as a result of subsequent amendments which may be incorporated into this Chapter.



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49. **Obsolete Sign:** A sign, except a historic sign, which is misleading in terms of identifying a business, service, or attraction, that no longer exists or advertising one or more events that are all concluded.
50. **Off-premises Sign:** An advertising sign or billboard placed at a location, not on the parcel where the subject entity or activity occurs.
51. **Official Sign:** A sign required by law or authorized for public or quasi-public institutions to meet the needs of public information, health, safety, and welfare including traffic signs.
52. **Parking Sign:** A sign indicating parking or directing vehicular traffic to a parking area.
53. **Plaques:** A permanent building component cut into or attached to the building designating names of buildings, occupants, dates, or other entities involved in the building creation.
54. **Permanent Sign:** A sign made of durable materials applied or installed to be immovable.
55. **Portable Sign:** A sign not permanently attached to the ground or building or not designed to be permanently attached to the ground or a building.
56. **Prohibited Sign:** A sign not permitted within the corporate limits of Palmer Lake.
57. **Projecting Sign:** A sign hanging from or attached to a building and extending out from the exterior wall surface, including signs suspended under an awning or other exterior building element.
58. **Projected Image Sign:** The illuminated projection of imagery on a surface.
59. **Public Realm:** Public right-of-way or publicly owned property.
60. **Public right-of-way:** A parcel or portion of land which allows for public pedestrian or vehicular access thereupon.
61. **Pylon Sign:** A tall Freestanding-mounted sign higher than 10' (typically associated with an adjacent higher-speed roadway).
62. **Real Estate Sign:** A sign advertising property for sale, rental, or lease.
63. **Residential Complex:** A residential complex means a building or related group of buildings in which one or more member units are located and typically includes common areas and services available for the use of its residents.
64. **Right-of-Way Sign:** Signs occurring within the public Right-of-Way.
65. **Roof Sign:** A sign erected above the roofline or parapet of any building.
66. **Sandwich Board Sign:** A portable moveable sign constructed in an A-frame style with message content on one or both sides.
67. **Searchlight:** An apparatus containing a light and/or reflector for projecting a strong, far-reaching beam in any direction.
68. **Sign Area:** The area that includes the entire face of the sign, frame, artwork, and any spacing between letters, figures, and designs, but not including the sign structure or base. For window signs, the "sign area" shall be measured at the extremities of the lettering and/or graphics.
69. **Sign Face:** The side of a sign on which text or graphics are placed. A sign may have more than one sign face.
70. **Sign Permit:** A permit issued for the erection, construction, enlargement, alteration, moving, or conversion of any sign, issued pursuant to this Chapter.



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71. **Site Announcement Sign:** A temporary sign announcing a new business, construction, or other similar activity.
72. **Structure:** Anything built that requires a permanent location. This term includes buildings and signs.
73. **Temporary Sign:** A sign that is only allowed for a defined temporary period of time and is exempt from permitting but must meet registry and sign type standards.
74. **TOPL:** Town of Palmer Lake.
75. **Traffic Signs:** Stop signs, yield signs, one-way signs, exterior traffic exit and enter signs, and other signs intended for vehicular traffic control.
76. **Wall Sign:** A sign attached to, painted on, or erected against the exterior of a building or structure.
77. **Yard Sale Sign:** A temporary sign such as garage sale or other temporary sale at any residential or commercial property.
78. **Window / Door Sign:** A sign applied to or attached to glazing or located in close proximity to the glazing on the interior, which can be seen through the window from the building exterior.
79. **Works of Art including symbol signs:** 2D graphics or 3D objects mounted to the building or contained in a projecting sign on-site intended for aesthetic purposes only that do not advertise or promote a particular business, service, or product.

