



PARKS COMMISSION

Thursday, September 02, 2021 at 9:00 AM

Tri-Lakes Chamber Meeting House, 300 Hwy 105, Monument

AGENDA

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

Call to Order

Roll Call

Approval of Minutes

1. August 19, 2021, Meeting Minutes

Petty Cash Report

Public Works Supervisor Report

Town Administrator Report

Business Items

2. Finalize Meeting Date / Place
3. Discussion of Number of Park Commission Members
4. Noxious Weed Contact Update
5. Review of 9/25 Service Day & Creek Week
6. Review of Commissioner Role for Memorial Requests
7. DIA Display Case Plan

Centennial Park

8. Follow up - Removal of Fountain (Oct)
9. Railway Fencing Requirement
10. Update - Awake the Lake (review agreement with Town)
11. Centennial Park Master Plan (brainstorming)

Glen Park

12. Glen Park Slide Update

Public Comment

This time is reserved for the public to speak to items not on the agenda. Individuals must state name and limit comments to (3) minutes unless extended.

Report of Other Meetings

Next Meeting (9/16 at Chamber House) and Future Items (Review Parks 2022 Budget)

Adjourn

Americans with Disabilities Act

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

Notice

Notice is hereby given that more than two members of the Board of Trustees may be present; however, there will be no action taken by the Board of Trustees at this meeting.



PARKS COMMISSION

Thursday, August 19, 2021 at 8:45 AM

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

MINUTES

Call to Order at 8:46 AM.

Roll Call – Reid, Mike, Greg, Kirk, Ande F

Petty Cash Report

1. Petty Cash Report by Mike with a previous balance of \$304.13 minus \$69.27 for slide materials and other items, plus a donation of \$50.88 with a current total balance of \$285.61 reported.

Approval of Minutes for August 5, 2021. MOTION (Mike, Reid) MOTION passed.

Public Works Supervisor Report

Jason D reported that the Astro turf looks good and Parks staff is working on the lake, parking lot, weeds on the East side by the bridge and clean up. Trees were trimmed that blocked the RR signal per RR company's request. Parking Kiosk could be ready by September. The PayPort setup is being worked on. Jason is working on a pole and lighting with a September goal to complete the install.

Town Administrator Report

Jason D will be reporting in Dawn's absence. Upon recommendation of appointment, Jason will place Dawn's comments of the appointment to Board of Trustees agenda.

Business Items

2. Review of Parks Commission Applicants was discussed. Holly's application was reviewed at the last meeting, and she was present. Today, Lindsey Leiker could not be present. Her application was reviewed along with her experience and availability. Committee will proceed with recommendation and without interviewing her. There is only one opening currently. Tish T (Arrived at 9:29 AM) and Julia S (Left at 9:30 AM). Reid asked that an item be added to the next meeting, to consider seven commissioners from the current five. MOTION (Kurk, Mike) to recommend approval of (4 – 0, 1 abstain) Lindsey Leiker. MOTION passed. Continue to advertise for a Parks Commissioner.
3. Review recommendation of best meeting dates and times was discussed. The meetings will be held on the first and third Thursday of each month at 9 AM.

4. Recognition and deep appreciation for Kurk N as Parks Commissioner. He has done a lot of great work will be missed. Kirk remains hopeful to return one day to retire in Palmer Lake.
5. Noxious Weed Report was discussed. The removal and treatment to take out Hemlock and Rosita is a priority. Bill Nelson and AJ Butler (PL Residents) were present and stated that cutting the weed flowers helps kill off future growth. It would prevent the reseeding and, after two years, it would die off. Caution when using chemicals must be taken to make sure run off does not go into the stream or lake. The Town website has the latest information posted to help educate the town residents. It may be a good idea to add Holly's contact information as a consultant for residents to ask questions. Reid will ask Holly if an email can be advertised.
6. Update for Winter Festival Exhibit was discussed. Reid has been reaching out to Jennifer Garner at DIA and to members of the historical society. Dawn has sent a message to residents requesting photos. Any winter event photos would be great to add to the exhibit. Tish will check on the Holiday contest entry list to gather photos.
7. Discussion of Service Day on 9/25 took place and Jason will look at ordering a roll off. Reid will lead the Glen Park volunteers, Mike is leading with Creek Week Activities alongside of Service Day, Greg and Ande will be at Centennial Park and surrounding areas. Reid asked for everyone to have a list ready of things that need to be done. Suggested a possible walk through the areas as a special meeting outdoors.
8. Creek Week in Palmer Lake is being led by Mike and a request to add it to the Service in The Parks Day flyer. This would help get the word out for people who want to volunteer.
9. Review Recommendation of Parks Commission's Role for Memorial Requests was discussed. Having the Parks Rules and Guidelines posted clearly on the town's website would help staff direct people to review the rules before submission of a request. This would help make things clear in the rules and guidelines. Reid asked everyone to review the Parks Rules and add this to the next meeting agenda prior to publishing on the website.

Centennial Park

10. Greg reported the Disc Golf course service day was changed to 8/28. Halloween event and registration is open. The old mowers need to be serviced and may require a mechanic to address the special issues with such an old piece of equipment. Reid has a contact person he can talk to regarding this concern.
11. Bulletin board materials and postings can be added such as Disc Golf, Creek Week and Service in the Parks Day. Greg will email Tish the Disc Golf flyer to post on the town website and at the post office.
12. Preliminary discussion of a Master Plan for Centennial Park was discussed. It would benefit the Parks Commission to have a five-year master plan and have it approved by BOT. This gives the Parks Commission precedence on specific projects and concerns. It was suggested for Little League to also have a five-year master plan with the ball field. Awake the Lake was discussed and follow up by the town was suggested for work needed on the bridge and surrounding area. They are a private committee and hope to get a clearer picture of their plan for completion. Reid asked for Awake the Lake Update and Fireworks Committee be added to the next meeting. He also proposed for a walk through of the Lake and brainstorm on the master plan project.

Glen Park

13. Update on Glen Park slide was discussed. The base of the slide needs to be fixed by lifting turf, adding sand and a rubber mat to meet CIRSA criteria. Discussion of filling a 6 x6 hole with sand, Reid and Jason will schedule it. There is concern that water is damaging the mound and creating a barrier to protect the hill from water erosion is needed. Jason said he will address this once the hill is completed.
14. Discussion of the removal of the lake fountain sometime in October and the storage of it. It will require the help of two people to get the job done. Reid reported data on the trail head peak times and will forward it to Dawn and Jason.

Public Comment None

This time is reserved for the public to speak to items not on the agenda. Individuals must state name and limit comments to (3) minutes unless extended.

Report of Other Meetings None

Next Meeting and Future Items September 2 at 9 AM

Adjourn Reid moved to adjourn at 10:32 AM

Minutes by: Julia Stambaugh, Deputy Town Clerk
and Tish Torweihe, Admin Assistant

Erection of a Memorial within and on The Town of Palmer Lake Property

Sponsorship: The Town of Palmer Lake Parks Commission

Purpose: To provide the opportunity for an individual, family, civic group, and/or Town of Palmer Lake government entity to propose a memorial on Town of Palmer Lake property.

The Parks Commission does not want to see Palmer Lake public areas become a cemetery or Memorial garden so the proposed memorial and placement of it must enhance the beauty and function of Palmer Lake property, and the area immediately around the Memorial.

The Memorial may take a variety of forms: I.e. park bench, sculpture, functional piece (bike rack for example), living (tree or garden), naming of a Town property (ball field, trail, disc golf hole, for example).

Considerations:

1. The proposed memorial must be for an individual who has passed away, or has not been active in Town of Palmer Lake affairs for a minimum of five (5) years;
2. Who made a significant contribution to, or impact on the Town of Palmer Lake as determined by the Parks Commission/ Town Council;
3. Explanation of the Memorial's design and its connection to the individual being memorialized;
4. Memorial's proposed placement;
5. Describe or diagram the Memorial's finished size, color, height, and visual impact on surrounding area;
6. What will the attached plaque (if any) say and submit it for appropriateness review;
7. Review long-range maintenance costs and plans for, if any;
8. Timetable for the construction of, or placement of, the memorial. Please be as specific as possible.

Selection Process/Time Frame:

The attached "Erection of a Memorial within and on The Town of Palmer Lake Property" form is submitted to the Parks Committee with attached documentation.

The Parks Commission will do the initial review within the next 30 days, or next Parks Commission meeting.

The Parks Commission as a whole or its sub-committee will do an in-depth evaluation and report back with recommendations.

During this review period the Commission/committee may request further information from the proposing party, or an actual sit-down with them.

The decision of the Parks Commission will be subject to review and final approval by the Town Council at a regularly scheduled Town Council meeting.

Committee: The selection committee will be made up of the Town of Palmer Lake Parks Commission members or a sub-committee of that group so appointed by the Parks Commission members.

Memorial Design: Proposed to the Parks Commission for approval or alteration.

Memorial Site: Proposed to the Parks Commission for approval.

Budget item for the Town of Palmer Lake: none

Cost to the Town of Palmer Lake: none as all Memorial expenses and labor to place on the designated and approved site will be paid by the individual, group or family proposing the Memorial. The Town of Palmer Lake can consider a contribution to the expense should it choose to do so.

Memorial Removal: The Parks Commission and / or The Town Council can propose the removal of a memorial from Town property if it is deemed inappropriate. The removal would have to be approved by a majority vote of the Council following a public discussion as to the reason(s) for the proposed removal.

Once removed the memorial will be returned to the individual, group, or family that erected the memorial.

Revised: 2/14/2021

MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding (this "MOU" or this "Agreement") is entered into this ___ day of _____, 2020 ("Effective Date") by and between the Town of Palmer Lake, Colorado ("Town") and the Palmer Lake Restoration Project, Inc., dba Awake the Lake, a Colorado non-profit corporation ("ATL") (collectively, the "Parties").

RECITALS

WHEREAS, Palmer Lake ("Lake") is a prominent geographic feature that helped shape the historical evolution of the Town; and

WHEREAS, the Lake is generally described as a naturally occurring freshwater lake of approximately 11.5 surface acres that is surrounded by approximately 32 acres of park land owned by the Town and by El Paso County (the "Parkland"); and

WHEREAS, the Town is currently restoring and protecting the Lake; and

WHEREAS, there is limited funding currently identified by and available to the Town to perform the necessary work to develop, operate and/or maintain the Lake and Parkland and to create a premier amenity with a high level of design excellence, and as a result the Town is interested in seeking support from a nonprofit entity to financially assist the Town with these functions; and

WHEREAS, towns throughout the country have entered into public-private partnerships with nonprofit organizations to create and revitalize urban parks and maximize the development, operation, and maintenance of such parks; and

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

WHEREAS, the Board of Trustees of the Town support a structure of potential roles and responsibilities of the Parties; and

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

SECTION 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is (a) to lay the foundation for a cooperative working relationship between the Parties, (b) to establish the role of each Party in that relationship, as the Parties continue to work together to further their common goal of preserving, restoring, developing, enhancing, rehabilitating and maintaining the Lake and Parkland, and (c) to document the unique cooperative public relationship and purpose of the Parties, as opposed to other charitable nonprofit entities.

SECTION 2 – AWAKE THE LAKE

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

- (a) Raise funds on an initial and ongoing basis to pay for a portion of the costs of design, construction, maintenance, and operation of projects that have been agreed upon by both ATL and the Town Board of Trustees associated with the Lake and Parkland.
- (b) Work in cooperation with the Town and subject to the Town's Comprehensive Plan to assist in the design, construction, maintenance and operation of the Lake and Parkland, and projects associated therewith.
- (c) Assist the Town with public outreach with respect to the Lake.
- (d) Promote, preserve, and encourage the effective and responsible operation and usage of the Lake and Parkland.
- (e) ATL funds shall be expended only on improvements to public land within the Town. No funds raised by ATL, or contributed to ATL, will be spent on improvements to private land. To the extent any private land will be converted to public land to be considered Town Park area, ATL will be required to acquire either fee ownership of such land or acquire a permanent easement for park use, either by purchase of the land or by contribution of the land by the private owners. The Land may then be donated to and accepted by the Town.
- (f) While funds raised and collected by ATL shall be expended only for the purposes described within this MOU, it is expressly agreed and acknowledged that, as a nonprofit corporation independent of the Town, ATL may further restrict the use of such ATL-raised funds in its sole discretion, and no funds raised by ATL shall be considered funds available to the Town for its own discretionary use consistent with this MOU until such time as ATL makes such funds available.

2.2 Directors and Officers.

(a) As of the date of this MOU, the ATL board is composed of the following officers and directors:

| | |
|---------------|----------------|
| Jeff Hulsmann | President |
| Chris Cummins | Vice President |
| Bonnie Tinker | Secretary |
| Stan Benton | Treasurer |
| Cindy Graff | Director |
| Darin Dawson | Director |
| Linda Vier | Director |

(b) A representative from the Town, as designated by the Board of Trustees, will be a non-voting ex-officio member of the ATL board, in order to ensure transparency and facilitate communication of ATL business, projects and fundraising efforts to the Town.

2.3 Transparency of Operations.

(a) The ATL board shall from time to time hold board meetings which shall be open to the public. Agendas of such meetings will be published in advance on the ATL's website. At a minimum the ATL board will hold board meetings at the required times that have been set as a condition of their 501(c) status.

(b) ATL will make its annual IRS form 990 reports available for public inspection and will make available annual financial statements, prepared by a CPA.

(c) ATL will produce an annual report and present that report at a Board of Trustee Meeting, and will be available for reporting on a more frequent basis to the Town Board of Trustees upon request.

(d) All books and records of the ATL, audits, board meeting minutes, annual reports, and information regarding donations will remain available to the public, subject to requests for confidentiality by specific donors and with respect to legal, employment, strategic planning for donor outreach and development, and other similar matters.

(e) ATL will continue to maintain its public website with information about ATL, its operations, and the Lake.

(f) Neither ATL nor its meetings are or shall be subject to the Open Meetings Act. Elected officials attending ATL meetings, however, are and will be subject to applicable provisions of the Open Meetings Act and responsibility for posting any required notice will be with the public entity that such officials represent.

(g) Funds raised by ATL for projects within the Town, or by solicitation, advertisement, or other representation that such projects will be done within the Town, must be utilized only for the purpose represented for the solicitation of such funds. ATL will maintain records to show compliance with this provision and such records will be available for inspection by any interested party.

SECTION 3 – THE TOWN

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

(a) It is the Town's intent through this Agreement to create a public-private partnership that will result in ATL and the Town designing, developing, operating, maintaining and managing the Lake and Parkland through specific projects as agreed upon by the Town and ATL. However, nothing herein shall grant or create AWL any ownership, authority, or control over any Town property. Control over all Town Property rests solely with the Board of Trustees.

(b) The Town shall have the right to supervise, and direct all work performed on the Lake and Parkland, including, but not limited to, projects, construction of capital improvements, landscaping, and other initiatives for the purpose of ensuring that such work is performed in accordance with the Town's Comprehensive Plan, and in accordance with any and all applicable Town Resolutions and Ordinances.

(c) The Board of Trustees may approve on an annual or occasional basis, a slate of events presented by ATL, to be held on Town property. The Town acknowledges that certain ATL fundraising efforts are somewhat spontaneous, and that failure to be included on such annually approved slate of events shall in no instance mean such events may not be approved by the Board of Trustees from time to time throughout the years as may be requested by ATL. Notwithstanding this MOU, no events may be held on Town property without prior approval by the Town Board of Trustees.

(d) To the extent feasible and otherwise compliant with the law, and to avoid the purchase of unnecessary and duplicative insurance coverage by ATL and/or the Town, the Town will include approved ATL events under applicable insurance coverage maintained by the Town so long as there is no cost to the Town for such coverage. Otherwise, ATL shall be responsible for securing such insurance coverage for ATL events.

Section 4 – General Conditions

4.1 Cooperation. The Parties agree to work together at all times in good faith, meet regularly as needed, and keep each other informed as to activities of the other, and

maintain at all times a designated representative who shall serve as a point of contact for communications.

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

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

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

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

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

With respect to the Town: Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, CO 80133
Email: bob@palmer-lake.org

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

With respect to ATL: ATL President
Jeff Hulsmann
c/o O'Malley's Steak Pub
104 Highway 105
Palmer Lake, CO 80133

Email: punchyco@gmail.com

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

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

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

(signature page follows)

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

By: _____
Jeff Hulsmann, President

Date: _____

Town of Palmer Lake:

Mayor, John Cressman

Date: _____

Attest: _____
Town Administrator

