



## **PARKS AND TRAILS COMMISSION**

**Tuesday, January 13, 2026 at 5:30 PM**

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

**\*LIVE STREAM available on 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.*

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

*A speaker must be recognized by the Chair to step to the podium, sign in, use the microphone, state name and address for the record, and address comments solely to the Commission, as a whole.*

*Each speaker is limited to 3 minutes, cannot pool time with another, and each speaker may only speak once per topic. Civility and respect is required. Comments should not be directed to Town staff, individual Commission members or to public members. Comments or disruption from audience members not recognized by the Chair are prohibited. Points already made should not be duplicated. Only written comments limited to one page will be permitted. Public members are also invited to submit comments by email to be distributed to the Commission separately. Note that comments submitted to the Town Commission are public record. Please understand that the Commission will listen and consider public comments; however, members will not discuss or take action on your comment but may refer it to staff and/or a future meeting for discussion.*

*Thank you for your cooperation.*

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**Call to Order**

**Roll Call**

**Pledge**

**Approval of Minutes**

**Petty Cash Report**

**Public Works Supervisor Report**

1. Public Work's Supervisor Report

**Town Administrator Report**

**Business Items**

2. Report of Volunteer Hours
3. Kiosk Revenue

- [4.](#) Discussion Parks Commission Reappointment – Resolution No. 3-2026 and Vacancies (possible action)
5. Discussion/Update Broomball Tournament
6. Discussion on relocation of pet waste station in front of Town Hall
7. Discussion/Update Cindy Allen Memorial Park
8. Discussion/Update ERock Parks Vision and PD
- [9.](#) Discussion on the Authorizing Management of General & CTF funds update & BOT decision - Resolution 08-2026 and cash management and transfer recommendations exhibit A
10. Discussion/Update on Parks amenities purchase prioritizing for 2026 and beyond
11. Discussion/Update/After Action- Holiday lights contest results and recommendations for 2026
12. Discussion/Update Regarding GOCO - Thank you
- [13.](#) MHYC meeting 1/9 update
- [14.](#) Discussion of Ordinance 2-2020

#### **Trails and Bridges**

#### **Centennial Park**

- [15.](#) Discussion on Centennial Park Pickle Ball sponsor issues

#### **Glen Park**

**Public Comment** - *This time is reserved for the public to speak to items not on the agenda.*

#### **Report of Other Meetings**

#### **Next Meeting and Future Items**

16. Upcoming meeting with FCWD

#### **Adjourn**

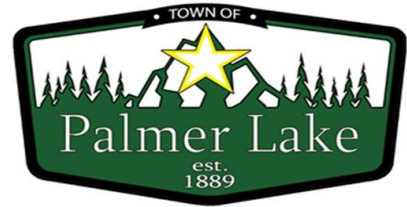
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#### **Americans with Disabilities Act**

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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.

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Item 1.

**TOWN OF PALMER LAKE  
PARKS & TRAILS COMMISSION - AGENDA MEMO**

<b>DATE:</b> January 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Parks Report For December 2026
<b>Presented by:</b> Stacy DeLozier PW/Parks Supervisor		

**Ongoing/Completed:**

Starting to take down Christmas lights and decor

More brush clearing by Creekside Trail and Glen Park.

New pathway and rock retaining wall to the Glen Park Tennis Courts is complete.

Starting to receive big Parks order from December. Place 2 benches at south end of CP Pickle Ball Courts. Placed all three new Bear Trash cans around the park.

**Upcoming:**

I received 3 bids from Reid on the Baseball Field fencing. Need to discuss further to see where we go from here ie: timeframe, where the funding will come from, EVERYBODY including the Board members all agree with this ballfield upgrade.

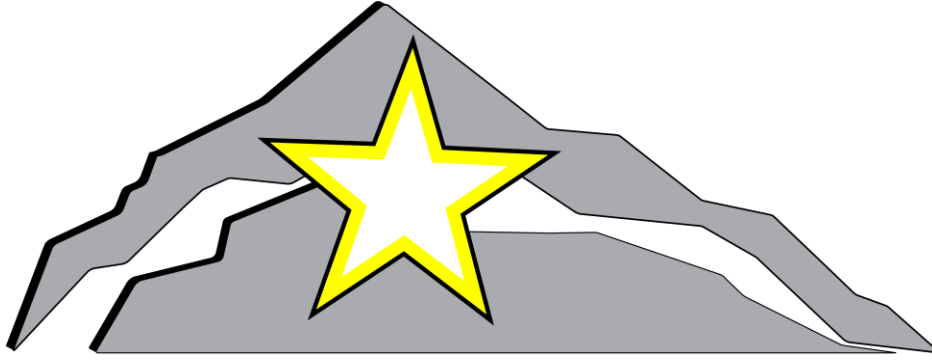
Follow through with turning the Creekside Trail into a designated Park. (CTF)

Get documents from Reid on Village Green actually being a documented Park. (CTF)

Ordered new big Centennial Park signs.

PW/Parks riding mower is in bad shape. It keeps chewing up blade bearings, definitely need a new mower for Spring/ Summer 2026.

Ideas on where to install 4 new donation boxes?



# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

	<b>DEC 2025</b>
Title	<b>PARKS Report</b>
Date	Board Meeting: 1/8 & 1/22 Parks Meeting: 1/13
Contact	Parks & Trails Commission
Summary of Volunteer Hours	Labor (clean up, maintenance) : 21.00 hr. Clerical (email, calls, grants, spreadsheets) : 36.0 hr. Miscellaneous Meetings (other than Parks) : 19.5 hr.
Total Volunteer Time	Total = 76.50 hours
Upcoming Activity	Workshop: 1/27

Date	Hours	YTD
Jan-24	111	111
Feb-24	76.5	187.5
Mar-24	130	317.5
Apr-24	211	528.5
May-24	178	706.5
Jun-24	215	921.5
Jul-24	81	1002.5
Aug-24	71	1073.5
Sep-24	110.75	1184.25
Oct-24	58.5	1242.75
Nov-24	74.5	1317.25
Dec-24	60.75	1378
<b>TOTAL 2024</b>	<b>1378</b>	<b>9970.75</b>
Jan-25	43	1421
Feb-25	92	1513
Mar-25	90.5	1603.5
Apr-25	50	1653.5
May-25	82.5	1736
Jun-25	118.5	1854.5
Jul-25	70.25	1924.75
Aug-25	61.5	1986.25
Sep-25	124.25	2110.5
Oct-25	62	2172.5
Nov-25	78.5	2251
Dec-25		
<b>TOTAL 2025</b>	<b>873</b>	<b>20226.5</b>

TOWN OF PALMER LAKE  
EL PASO COUNTY  
STATE OF COLORADO

RESOLUTION NO. 3 - 2026

A RESOLUTION TO APPROVE APPOINTMENTS TO PARKS & TRAILS COMMISSION,  
PALMER LAKE, COLORADO

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

WHEREAS, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to fill the offices for the Town Parks & Trails Commission.

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 identifies the re-appointment for a two-year term to the Parks & Trails Commission for the Town of Palmer Lake:

Two-Year term (ending January 2028)

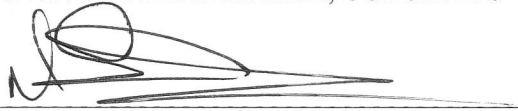
- Reid Wiecks
- Lauren Penner

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 8th DAY OF JANUARY 2026.

TOWN OF PALMER LAKE, COLORADO



Dennis Stern, Mayor

ATTEST:

By:   
Erica N. Romero, Town Clerk

Highlighted Positions are Due for Reappointment or Vacant

Board/Commission	Name	Term Start Month-Year	Anticipated Term End Month-Year	Current Status
<b>BOT</b>				
Board of Trustees	Amy Hutson	Dec-24	Dec-28	Resigned
Board of Trustees	Tim Caves	Dec-24	Dec-28	Resigned
Board of Trustees	Atis Jurka	Dec-24	Dec-28	
Board of Trustees	Shana Ball	Dec-22	Dec-26	Recalled
Board of Trustees	Dennis Stern/Mayor	Jun-25	Dec-26	
Board of Trustees	Dennis Stern/Trustee	Dec-22	Dec-26	Appointed Mayor
Board of Trustees	Kevin Dreher	Dec-22	Dec-26	Recalled
Board of Trustees	Glant Havenar/Mayor	Dec-22	Dec-26	Resigned
Board of Trustees	Elizabeth Harris	Sep-25	Dec-26	
Board of Trustees	Roger Moseley	Sep-25	Dec-26	
Board of Trustees	Michael Boyett	Jul-25	Nov-26	Resigned
Board of Trustees	Tony Beltran	Dec-25	Nov-26	Appointed

<b>BOA</b>				
Board of Adjustment	Kurt Ehrhardt	Dec-25	Jan-27	
Board of Adjustment	Bob Radosevich (Alternate)	Dec-25	Jan-27	
Board of Adjustment	Charlie Ihlenfeld (Planning Commission member)	Dec-25	Jan-27	
Board of Adjustment	Bob Miner	Jan-24	Jan-26	Seeking Reappointment
Board of Adjustment	Eddie Kinney	Jan-24	Jan-26	Vacant
Board of Adjustment	Michael Richards (Alternate)	Jan-24	Jan-26	Seeking Reappointment
Board of Adjustment	Kevin Dreher (BoT)	Jan-24	Jan-25	Vacant

<b>Parks</b>				
Parks & Trails	Kevin Noleen	Nov-25	Jan-27	
Parks & Trails	Jennifer Nilson	Dec-25	Jan-27	
Parks & Trails	Michael Pietsch	Dec-25	Jan-27	
Parks & Trails	Reid Wiecks	Jan-24	Jan-26	Seeking Reappointment
Parks & Trails	Kevin Magner	Jan-24	Jan-26	Not Seeking Reappointment
Parks & Trails	Lauren Penner	Jul-25	Jan-26	Seeking Reappointment
Parks & Trails	Garcia Woods	Jan-24	Jan-26	Resigned
Parks & Trails	John Tool	Jan-24	Jan-26	Not Seeking Reappointment
Parks & Trails	Cindy Powell	Mar-24	Jan-26	Resigned

<b>Planning</b>				
Planning	Charlie Ihlenfeld	Jan-25	Jan-27	
Planning	Bill Fisher	Jan-25	Jan-27	
Planning	Matt Stephen	Feb-25	Jan-27	
Planning	Andre Bergeron	Feb-25	Jan-27	
Planning	Mark Bruce	Jan-25	Jan-27	Resigned
Planning	Richard Kuehster	Sep-25	Jan-26	Seeking Reappointment
Planning	Lindsey Zapalac	Jan-24	Jan-26	Resigned
Planning	Herb Tomitsch	Feb-25	Jan-26	Undecided
Planning	Mike Beeson	Feb-25	Jan-26	Resigned
Planning	Susan Miner	Jan-24	Jan-26	Resigned
Planning	Tim Caves	Jan-24	Jan-26	Resigned

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 08- 2026**

**A RESOLUTION AUTHORIZING MANAGEMENT OF GENERAL AND CONSERVATION TRUST FUNDS TO GENERATE INCREASED INTEREST INCOME FROM THE FUNDS**

**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**, Section 3.04.050 of the Town Code provides, in part, that the Board of Trustees may authorize the Town Treasurer, by written resolution, to invest any part of the Town's funds in securities authorized for such investment by state law; and

**WHEREAS**, Town Staff have recommended that transferring certain general and conservation trust funds from checking accounts to reserve accounts, which are state approved securities, will (1) increase interest income on such accounts and (2) better align restricted and committed funds; and

**WHEREAS**, the recommended transfers are reflected in Exhibit A General Fund and Conservation Trust Fund Accounts, attached; and

**WHEREAS**, the Board of Trustees has reviewed the proposed transfers and agrees with the recommendations of Staff.

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

1. The Town Treasurer is hereby authorized and directed to transfer funds as indicated on Exhibit A, attached.
2. The Town Treasurer is further authorized and directed to transfer funds from the accounts identified in Exhibit A back to the Town's General Fund Operating account as needed to cover expenses of the Town that were approved by the Board of Trustees' adoption of Ordinance 7-2025 on December 12, 2025.
3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
4. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

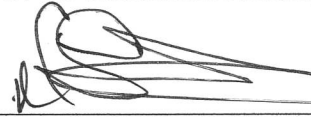
**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 8<sup>TH</sup> DAY OF JANUARY 2026.**

ATTEST:



Erica N. Romero  
Town Clerk

TOWN OF PALMER LAKE, COLORADO



BY:

Dennis Stern  
Mayor

**EXHIBIT A: GENERAL FUND AND CONSERVATION TRUST FUND ACCOUNTS**

Item 9.

Recommendation: Increase interest income by holding more funds in interest-bearing accounts.

Method: Transfer various amounts from the operating account to the reserve accounts as detailed below.

Orange cells show CURRENT acct balances.

Green cells show TARGET balances.

Blue cells show recommended TRANSFERS.

COMMUNITY BANKS OF COLORADO

COLOTRUST

General Fund Operating Account				
Acct balance 11/30/25	\$	3,129,366		
			<b>1. Police Reserve</b>	
			Account balance 11/30/25	\$ 7
			STEP net revenue 11/30/25	24,827
			<b>TARGET BALANCE</b>	<b>23,541</b>
			difference = TRANSFER amount	23,534
		1. Transfer from Operating to Police Reserve to reach STEP net revenue (restricted).		
			<b>2. Fire Reserve</b>	
			Account balance 11/30/25	69,949
			<b>TARGET BALANCE</b>	<b>69,949</b>
		Updated target balance is TBD. No transfers to Fire Reserve at this time.		
			<b>3. Roads Reserve</b>	
			Account balance 11/30/25	11,649
			<b>TARGET BALANCE</b>	<b>11,649</b>
		Updated target balance is TBD. No transfers to Roads Reserve at this time.		
			<b>4. Parks Reserve</b>	
			Account balance 11/30/25	-
			Kiosk net revenue 11/30/25	170,954
			less 2026 approved capital outlays	(16,000)
			<b>TARGET BALANCE</b>	<b>154,954</b>
			difference = TRANSFER amount	154,954
		2. Transfer from Operating to Parks Reserve to reach kiosk net revenue less 2026 approved capital outlays.		
			<b>5. Conservation Trust Fund Reserve</b>	
			Account balance 11/30/25	31,852
			<b>TARGET BALANCE (2026 CTF beg fund bal)</b>	<b>88,010</b>
			difference = TRANSFER amount	56,158
		3. Transfer from Operating to CTF Reserve to reach 2026 CTF beginning fund balance (restricted).		
			<b>6. General Fund Reserve</b>	
			Account balance 11/30/25	1,645,867
			Operating Reserve (3 months op recommended)	1,060,794
			Strategic Reserve	2,189,736
			<b>TARGET BALANCE</b>	<b>3,250,530</b>
			difference = TRANSFER amount	1,604,663
		4. Transfer (Operating current balance less above transfers and less target balance*) to General Fund Reserve.		
Bal after transfers, TARGET BALANCE*		1,290,057		

**\* OPERATING ACCOUNT TARGET BALANCE  
CALCULATION**

**PROOF OF ACCOUNTS TOTALS**

Item 9.

GF 3 mo operating exp, 2024 actuals, unaudited	1,060,794
WF 3 mo operating exp, 2024 actuals, unaudited	229,263
*3 mo 2024 op plus 2026 approved capital outlays	1,290,057

Total of ALL GF accounts before transfers	4,856,838
Total of CTF account before transfers	31,852
<b>Total of GF + CTF accounts before transfers</b>	<b>4,888,690</b>

Total of ALL GF accounts after transfers	4,800,680
Total of CTF account after transfers	88,010
<b>Total of GF + CTF accounts after transfers</b>	<b>4,888,690</b>

**CALCULATION OF EXPECTED ADDITIONAL INTEREST  
INCOME**

Total in GF COLOTRUST before transfers	1,727,472
Total in GF COLOTRUST after transfers	3,510,623
difference = additional GF funds earning interest	1,783,151
<b>ADDITIONAL GF INTEREST INCOME EXPECTED IN 2026 (3.75% APY)</b>	<b>\$ 66,868</b>

<b>ADDITIONAL CTF INTEREST INCOME EXPECTED IN 2026 (3.75% APY)</b>	<b>\$ 2,106</b>
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Meeting with MHYC 1/9 (Emily & Claire) Jen and Reid represented PLP&T

Input on projects from Kevin M. And John

Possible training/learning opportunities for MHYC spring 2026 in Palmer Lake working with Palmer Lake Parks and Trails Commission

The \*\* projects they are most interested in doing over 2 days in early June as training for 8 corp trainees.

They also wanted to know if we (PLP&T) are in the position financially to contract with them to do some of the other projects on the list. We outlined the basics of Resolution 3-2026 and the possibility of being able to contract with them, but it would need to go before the PLP&T Commission first. Emily will send us the contract fee schedule.

They mentioned the FCWD might have some grant or fund money to help with contracting for projects in PL. We are meeting with them 1/16/26.

They also wanted to know, as partners with them, if they could store some of their vehicles in a semi- secure space Feb. to end of April while they are moving their headquarters to Denver and are looking for a permanent space. Town Yard or E-Rock came to mind.

\*\*1. Trail realignment to prevent erosion: Kent/Prairie Trail: water bars, trail flagging, creating

2. Creek Clean-out in N. Monument Creek east of Spring Street bridge, brush and downed trees (maybe chained saw work)

3. Creek Clean-out in N. Monument Creek north of Lover's Lane and east of USAFA bridge #2, brush and. Downed trees (maybe plain saw work)

\*\*4. Rebuild small section of Creekside Trail east of N. Monument Creek and Monument Creek confluence where the trail has eroded due to run-off from Epworth and Greeley road intersection - create water diversion "path" to prevent it from running down and eroding the trail. Repair the eroded part of the current trail.

\*\*5. Trail flagging and then building an approximately 100-200' section of trail through some scrub oak above a high embankment to reconnect two sections of the E-Rock Perimeter trail. (This depends on the BOT and PD for the Eco Spa decisions to be made and the how it effects the perimeter trail)

6. Flagging and begin creating a trail ramp and double switchback on a section of the E-Rock perimeter Trail. (This depends on the BOT and PD for the Eco Spa decisions to be made and the how it effects the perimeter trail)

7. Creek clean out of man - made discarded appliances

8. Possibly creation of a man-made beaver dam with assistance from an expert in that field

## Grant Massey

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**Subject:** FW: MHYC & Palmer Lake in 2026

Hey All,

Thanks for a great meeting today. Below are some notes, but mainly thank you for the time to connect and ensure we have a strong partnership moving forward.

1. Potential Trail Training for Summer Crews
  - a. MHYC may have a need for a 2-day trail training during the week of June 8th
  - b. Still waiting on finalized schedule to determine training needs
  - c. This would be for 8 individuals
  - d. Would be an ideal time to tackle the priorities lists in Reid & Kevin's list at Kent/Prairie Trail or Creekside Trail. E Rock would be a back up if the land arrangements work out entirely before then.
  
2. Direct Contracting with MHYC
  - a. We still have some weeks available in the 2026 schedule
  - b. We would be looking to have a tentative idea of if Palmer Lake is reserving weeks in the schedule sometime in the next month and then final contract by mid-April
  - c. Our crew rates vary by type of crew, I'm happy to talk through what type of crew may be best suited to different project needs. The crew rate is inclusive of 40 hours of an 8-person crew and is inclusive of their education, transportation to and from their start point, tool maintenance, etc.
  - d.

Crew Type	2026 Weekly Rate
Saw Crew	\$14,000.00
Hand Crew	\$10,500.00
Pesticide Crew	\$11,300.00
Hybrid Crew	\$11,600.00
Chipper	\$1,375.00

- e.
3. Support with Short-Term Parking Needs
  - a. Unfortunately, we will no longer be located at the building we've been operating out of at 417 E Vermijo for the last 12 years. Unfortunately, we are at a time when pursuing new real estate is also very difficult and we are looking to find creative solutions to store our tools, vehicles, and find a temporary operating base.

- b. Between mid-February and late-April, we will have 5 vehicles and 5 single-axle trailers that need to be stored at a relatively secure location. We understand that no location is 100% secure. They would only need to be occasionally accessed by a staff member.
- c. This would be a huge support of our ongoing work as parking has become inaccessible in much of the downtown area.

Please let me know if you have any questions or if I forgot anything!

Best,

**EMILY HOLMES**

Regional Manager: Southern Front Range Land Conservation | Mile High Youth Corps  
417 E Vermijo Ave | Colorado Springs, CO 80903  
Pronouns | She/Her/Hers ([what is this?](#))  
MHYC is operating on a modified work week, schedules vary.

**PALMER LAKE, COLORADO**

**ORDINANCE NO. 02-2020**

**AN ORDINANCE APPROVING DESIGN, CONSTRUCTION AND PLACEMENT STANDARDS FOR PUBLIC DISPLAYS OF ART, ADVERTISING, SPONSORSHIP, MEMORIALS, OR OTHER PUBLIC DISPLAYS, WHETHER PERMANENT OR TEMPORARY, UPON PUBLIC PROPERTY 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 Board recognizes that the values and culture of the Town include its small-town character, and that maintenance of the same through adoption of standards and guidelines for Public Displays is essential for the Town and its residents;

**WHEREAS**, in adopting this Ordinance, the Town Board of Trustees desires to ensure that any and all public displays, as defined herein: (1) be designed and implemented in such a way as to protect the small-town character, values and culture of the Town; (2) be designed and implemented in such a way as to preserve and protect public health, safety and welfare; (3) be considered and approved by the Board so as to ensure that only such projects as otherwise meeting the objectives of this Ordinance are approved for installation upon public property; (4) prevent inappropriate designs inconsistent with the character, values and culture of the Town from being placed; and (5) establish a program for the removal of any public displays inconsistent with this Ordinance.

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

**Section 1 - Legislative Intent.** It is the intent of this ordinance to provide procedures and standards for the design, approval, construction, and installation of Public Displays, including but not limited to Sponsorship Projects, Public Art, and advertising displays constructed or placed upon public property within the Town of Palmer Lake, and to ensure and provide the structural integrity, safety, security and maintenance guidelines for all Public Displays within the Town of Palmer Lake. Nothing herein shall create a requirement on the Town to maintain any Public Display.

**Section 2 - Definitions.** The following terms used in this ordinance have the following meanings, unless the context clearly indicates otherwise:

A. *Advertising* means any public display which contains advertising material for commercial purposes, including logos, designs and trade names of businesses, trades, charities or other interests, whether part of a Public Art display, a Sponsorship Project, or other Display, temporary or permanent, subject to this Ordinance.

B. *Permanent* means of a long-term or indeterminate period, with the presumed intention that a Permanent Public Display will not be removed for the foreseeable future.

C. *Public Art* means public displays of various kinds of artwork including but not limited to sculpture, paintings, mixed media, collage, earth works and environmental art, sonic art, time-based media, film/video, digital art, web-based art, light-based art installations, conceptual art, original printmaking and photography, original graphic art, fiber arts, textile, stained glass, metalwork and other crafts, ceramic arts, and mosaic, if placed on temporary or permanent display on public property within the Town of Palmer Lake.

D. *Public Display* means any art, advertising, postings, exhibitions, projects, or other visual or auidial materials posted upon, utilizing, or otherwise associated with public property located within the Town of Palmer Lake. Public Display expressly includes Public Art, Sponsorship Projects and other similar displays, whether or not including advertising, and whether or not of a temporary or permanent nature.

E. *Sponsorship Project* means a public display designed and intended to raise funds for a particular public project through solicitation of public and private sponsorships, resulting in displays of Public Art, plaques, tiles bricks or similar displays containing memorial, advertising, or personal messages of said sponsors/donors, whether of a Temporary or Permanent nature.

F. *Temporary* means of a short-term period, not to exceed 6 months.

Section 3 – Approval Required. It shall be unlawful to install, maintain, or operate any Public Display within the Town of Palmer Lake without obtaining the approval of the Board of Trustees for the Town of Palmer Lake, including through the Board’s delegates or designees, should the Board expressly delegate such authority. Each separate Public Display shall require a separate permit, though a Public Display that is by its very nature disbursed upon public property may be subject to a single approval.

Section 4 - Application Procedures.

A. An application for approval of a Public Display shall be filed with the Town Administrator in a format acceptable to the Town Administrator, or on forms provided by the Town.

B. The application shall be accompanied by a detailed description of the proposed Public Display, and where appropriate including a site plan and other graphic depictions clearly illustrating the nature, size, color and location of the proposed Public Display, and the purpose, duration and, if applicable, fundraising project.

C. The Town Administrator shall review the application for conformance with the criteria in this Ordinance, and if found to be in conformance, place the application on the agenda, of a public Board of Trustee's meeting for the Trustee's consideration and approval or denial within 30 days of submittal of such a complete application. Should the Town Administrator find the application incomplete or not in conformance with the criteria of this Ordinance, the Town Administrator shall within 30 days advise the applicant of the same, and shall work with the applicant in good faith to bring the application into conformance. If the application cannot be brought into conformance despite the best efforts of the applicant and Town Administrator, the Town Administrator may deny such application. Denial of an application by the Town Administrator may be appealed to the Board of Trustees.

#### Section 5 - Permit Periods, Renewals and Termination.

A. Approvals of Public Displays pursuant to this Ordinance shall be valid for the period authorized by Board approval.

B. Renewal requests shall be accompanied by the same submittal requirements contained in Section 4, above, and shall be submitted no later than 30 days prior to expiration of the prior approval.

C. The Town Administrator may terminate any approval issued under this Ordinance, upon a determination that the Public Display, as installed, is inconsistent with the application and/or the Board Approval, and therefore in violation of the criteria of this Ordinance, including the requirements and conditions of Section 6, below. In such instance, the Town Administrator shall advise the applicant in writing of the perceived inconsistency, error, or violation, and provide the applicant a 15 day period to cure such violation. Should the applicant dispute such violation during such cure period, the applicant shall be afforded the opportunity for a hearing before the Board of Trustees, who shall make the final determination.

D. The Town Administrator may terminate any Approval under this Ordinance for a Public Display upon a determination by the Town Administrator that the exercise of the Town's police powers to regulate rights-of-way will be impaired, or the Public Display provides a risk to Public Safety. Such termination shall be immediate and are not subject to the provisions of 5 C, above.

E. Upon termination of any approval of a Public Display subject to this Ordinance, whether said termination is by virtue of expiration of the approval period, by notice from the Town Administrator, or otherwise, following any applicable cure/appeal process as described herein, the permittee shall immediately remove said Public Display from the approved area.

Section 6 – Requirements, Standards and Conditions. All Public Displays authorized and approved under this Ordinance must comply at all times with the following terms, conditions, requirements, and standards:

A. Public Displays that are designed to be touched, handled and experienced by the public, or which may due to their nature be subject to such touching and handling, must be constructed of appropriately substantial material so as to prevent damage or destruction of such Public Displays. The Town of Palmer Lake shall in no instance be liable for such damage or destruction, including vandalism, by the public.

B. To the extent any Public Display is to be physically installed, constructed, or mounted upon property and infrastructure of the Town of Palmer Lake, such Public Displays must be adequately engineered and designed so as to prevent damage to such property and infrastructure, and so as not to pose a safety risk to the public as a result of such design and engineering, or mounting/installation methods. The Town may require stamped engineering drawings prior to approval, and in no instance shall the Town be liable for damage, destruction or injury resulting from inadequate design or engineering, even should the engineering and design of such Public Display have been provided and reviewed by the Town prior to approval. Upon removal of any Public Display, the Applicant shall be responsible for restoring the public property back to the original state prior to installation of the Public Display.

C. Public Displays may include advertising of commercial, charitable or other nature, provided such advertising is otherwise in compliance with all Requirements, Standards and Conditions described herein. Consideration will be given to structural and surface integrity, permanence, and protection against injury, theft, vandalism, weathering, and excessive maintenance and repair costs. All “signage” of an advertising nature within any Public Display must conform to all advertising and sign standards as described in the Town of Palmer Lake Municipal Code, in addition to the specific terms of this Ordinance or conditions of Approval. All advertising within a Public Display subject to this ordinance shall also conform to the following standards:

1. A Public Display visible from any public roadway will not contain the words “stop”, “drive-in”, or any other word, phrase, character, or symbol which as determined by the Town Administrator, may interfere with, mislead, or direct vehicular traffic.

2. A Public Display shall not contain pictures, language, graphics or materials that are offensive to community standards and values.

3. A Public Display shall not contain pictures, language, graphics or materials that depict, offer or imply the use or sale of tobacco or marijuana products, paraphernalia related thereto, or other drugs. Public Displays that depict beer, wine or alcohol may be permitted, provided such depictions are not offensive to community standards and values, and it is expressly recognized that there are valued members of the business community within the Town of Palmer Lake who's businesses include service of alcoholic beverages.

4. A Public Displays within the Town of Palmer Lake shall be limited to those businesses catering to the Palmer Lake community, specifically being limited to those businesses located within the "Tri-Lakes" area of northern El Paso County, Colorado.

D. Messages or language prohibited by federal or state law or Town ordinance shall not be permitted, nor shall messages, images, depictions, language or inferences drawn therefrom intended to intimidate, demean or otherwise discriminate on the basis of religion, race, creed, color or sexual orientation be permitted.

E. Public Displays must be placed so as not to interfere with the safe and efficient passage of pedestrians, bicyclists and other non-motorized users of the Towns roads, sidewalks, paths and parks, and specifically may not impede pedestrian access to or use of traffic control devices, public rights of way, or private property.

F. The location and placement of any Public Display must not interfere with vehicular traffic or other uses of the public roads and rights-of-way, including visual impairment from sight lines, corners, or other visual obstacles.

G. Unless otherwise specifically provided in the approval of the Board, as may be the case in Public Displays of a Permanent nature, the applicant shall maintain all Public Displays and environs in a safe, clean and presentable condition at all times.

H. Damaged or disfigured Public Displays, or components thereof, shall be removed, repaired, or replaced by the applicant within ten days of notification of damage. If such conditions pose a safety hazard, such conditions shall be removed, repaired, or replaced immediately.

I. The applicant of each Public Display shall release and indemnify, defend and save harmless the Town of Palmer Lake, its officers, agents, and employees, from and against any and all claims, actions, causes of action, demands, judgment, cost, expenses, including attorneys' fees, and damages of every kind and nature incurred by or

occurring to any person whatsoever predicated upon injury to, or death of, any person, or loss of, or damage to, property, public or private, or of whatever ownership, or damage to business, provided such injury, death, or loss or damage shall arise out of or be connected directly or indirectly to the exercise of any right or privilege granted by any approval of a Public Display pursuant to this Ordinance.

**Section 7 - Removal of Public Displays Without Approvals.** All Permanent Public Displays in existence as of the effective date of this Ordinance shall be deemed nonconforming Public Displays. Nonconforming Public Displays must comply with the provisions of Section 6 of this Ordinance and shall be treated as other nonconforming uses within the Town Code. All Temporary Public Displays in existence as of the effective date of this Ordinance shall, within 30 days, submit an application as described herein for retroactive approval, or shall be removed following 30 days written notice by the Town.

**Section 8 - Reservation of Police Power.** The Board of Trustees reserves unto itself any and all police power it may have with respect to regulation and control of public property. Any approval of a Public Display pursuant to this Ordinance shall be subject to the future exercise of the police power by the Board of Trustees and the approval, denial, or termination of a prior approval shall not entitle the applicant to any compensation from the Town of Palmer Lake by virtue of the exercise of such police power.

**Section 9 - Publication and Effective Date.** The Town Clerk shall certify the passage of this Ordinance and cause notice of its contents and passage to be published by title only in a newspaper of general circulation and in full on the Town official web site. This Ordinance shall become effective thirty (30) days after the date of such publication.

**Section 10. Penalty.** Any person, firm or corporation who violates a provision of this Ordinance shall be considered to have committed a civil infraction and not a crime, and upon a finding of guilty or entry of a plea of guilty or entry into a plea agreement, shall be subject to a fine not to exceed two thousand six hundred and fifty dollars (\$2,650.00). Each day upon which such infraction continues shall constitute a separate infraction. Nothing herein shall prevent the Town from utilizing any and all other remedies available to the Town.

**Section 11. 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.

**Section 12. Repeal.** Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of

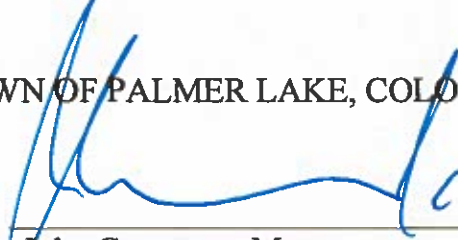
ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 23<sup>RD</sup> DAY OF APRIL, 2020.**

ATTEST:

  
\_\_\_\_\_  
Bob Radosevich, Town Administrator

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
John Cressman, Mayor

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 40-2025**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF PALMER LAKE AND THE PALMER LAKE PICKLEBALL CLUB REGARDING MAINTENANCE, SCHEDULING AND USE OF THE TOWN’S PICKLEBALL COURTS**

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

**WHEREAS**, the Town lacks sufficient staff, volunteers and resources to offer pickleball related maintenance, scheduling, use, and activity and events for the public; and

**WHEREAS**, the Palmer Lake Pickleball Club (“Club”) will help sustain the public courts in Palmer Lake; and

**WHEREAS**, the Club will provide no cost or low cost pickleball activity and events and make monetary contributions for court maintenance and improvements; and

**WHEREAS**, the Town will commit certain times for the Club use at no or reduced charges, and

**WHEREAS**, the agreement approved by this resolution provides for the promotion of pickleball for all ages and abilities.

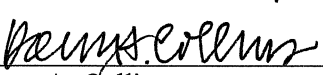
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees approves and authorizes the Mayor to sign the agreement with Palmer Lake Pickleball Club attached hereto as Exhibit A, to provide the activities and events as outlined in the agreement.
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 8th DAY OF MAY, 2025.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

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

BY:   
\_\_\_\_\_  
Grant Havenar  
Mayor

**Agreement  
Between the Town of Palmer Lake  
and the Palmer Lake Pickleball Club**

This Agreement (Agreement) is made this 8<sup>th</sup> day of May, 2025, between the Town of Palmer Lake, Colorado, a Colorado municipal corporation (the "Town") and the Palmer Lake Pickleball Club, a Colorado nonprofit corporation (the "Club") (together, the "Parties").

**Background and Purpose**

A. In 2023, Awake the Lake, a charitable Colorado nonprofit corporation, received a grant from the Pikes Peak Area Council of Governments Area Agency on Aging (PPACG), using funds from the federal American Rescue Plan Act, to build six dedicated pickleball courts (the "Courts") and a restroom facility on Town land. The courts were completed in 2024. Awake the Lake contributed matching funds and managed the construction of the courts and restroom facility. The Town provided the site at Centennial Park for the facilities and a water and sewer tap for the restroom and agreed to own and maintain the facilities.

B. The grant application stated the Courts would provide broadly-appealing outdoor opportunities for the area's large and aging population, as well as for families and youth. The grant application proposed providing opportunities for local and regional pickleball tournaments, lessons, and area-wide demonstrations and exhibitions for the area's large and growing senior population. Further, the application indicated that once the facility is constructed, the local senior living facilities would be contacted to develop regular opportunities for their residents to view and socialize at pickleball events.

C. Although the grant application indicates Awake the Lake committed to fulfilling the goals set forth in subsection B above, its mission is to "*restore, preserve and enhance the natural landmark Palmer Lake, and the beauty of its surrounding park land.*" It became clear to Awake the Lake and supporters of the new courts that a separate nonprofit corporation would better serve the community to fulfill the commitments set forth in the grant application.

D. On March 26, 2025, the Club was formed as a Colorado nonprofit corporation through the Colorado Secretary of State. The Club is currently filing the IRS documentation to become a 501 c-3 charitable organization.

E. The Club's mission is to *[p]romote the sport of pickleball for all ages and abilities in northern El Paso County and help sustain the public pickleball courts in Palmer Lake, Colorado.*

F. The Town lacks the staff, volunteers and resources to offer pickleball-related activities and events to the local population. The Town agrees that having a local charitable nonprofit organization, whose mission statement is in Recital E above, to offer

pickleball-related activities and events at the Courts will help to fulfill the commitments made in the grant application and will benefit residents of the Town and surrounding area.

G. The Club desires to enter into this Agreement to set forth its intentions to provide no-cost or low-cost recreational activities and events for all ages on the Courts, and to help sustain the Town’s pickleball courts at both Centennial Park by making monetary contributions for court maintenance and improvements when funds are available.

H. The Parties agree that the public-private partnership created by this Agreement for community recreational programming, fundraising, and pickleball-related tourism will benefit the Town, the Club and the general community of northern El Paso County.

**NOW, THEREFORE,** it is mutually agreed between the Parties as follows:

**1. Term:** The term of this Agreement shall begin on the date the Town Board of Trustees approves this Agreement and shall terminate two (2) years after the approval date, unless terminated earlier under section 8 of this Agreement. The Agreement may be renewed for additional two-year terms with written agreement by the Parties.

**2. Court Hours of Operation:** The Courts will be available for pickleball use from 7:30 a.m. to dusk daily, subject to snow and ice on the Courts necessitating the Town’s closure of the Courts.

**3. Payment:** All monies donated by the Club to the Town under this Agreement shall be used solely for the development, improvement, and ongoing maintenance of the Courts. The Town agrees to allow the Club to designate Club-donated funds for specific pickleball court-related improvements (e.g., picnic benches, shade structures, etc.) before or at such time as the monies are donated by the Club, provided the Town approves the addition of the requested improvement. The Town will appropriately recognize the Club’s monetary contributions.

**4. Club’s Responsibilities:** The Club agrees to utilize the Courts consistent with its mission statement set forth in Recital E above, to include, without limitation:

A. Promote public open play (with paddle up requirements) for players in the community from 7:30 a.m. to noon weekdays on all Courts, except those used for Club member activities (e.g., Round Robin, league play) as provided in section 4 (B) below.

B. Provide education and training activities for members of the public, including free public beginner lessons as well as managed guided play, round robin play, ladder/league play, skills & drills training and referee / line judge training and certification from 11:00 a.m. to 7:00 p.m. or dusk daily on mutually agreed upon reserved courts, not to exceed four (4) reserved courts at a time and not to exceed seven (7) two-hour sessions per

calendar week, subject to weather constraints, holidays and the Club having a sufficient number of volunteers to oversee the member activities.

By way of example, and not by limitation, the Club might offer the following weekly schedule to its members on no more than 4 courts at a time:

<u>Day</u>	<u>Description</u>	<u>Level</u>	<u>Time</u>
Monday	Round Robin	2.5	11-1 pm
Tuesday	Round Robin	4.0	5-7 pm
Wednesday	Round Robin	3.0	11-1 pm
Thursday	Round Robin	2.0	5-7 pm
Friday	Round Robin	3.5	11-1 pm

Once per month, on a Saturday morning, the Club may offer a 2-hour free beginner pickleball lesson on a first-come-first-served basis to the public, on no more than 4 courts at a time.

The Club reserves the right to combine player levels or reduce the number of courts used for its activities or hold member activities on a bi-weekly basis.

C. Conduct community outreach and other pickleball-related special activities that may include youth clinics, local senior living facility seminars or invitations to watch and participate in senior events, membership events, and fundraising events.

D. Serve as the point of contact for all public inquiries regarding Club-sponsored programs and events.

E. Provide liability insurance coverage per Town guidelines for all Club-sponsored events.

F. Help to raise funds from corporate sponsorships, grants and tournament proceeds to help further develop, improve, and maintain the Town's pickleball courts.

G. Work with the Town to ensure that at least two (2) public courts remain open for public drop-in play when the Club is holding a member or free event or when the Town allows the public to reserve Courts on a first-come-first-served basis; except when the Club reserves all courts for a tournament where the public is invited to participate.

H. Require all Club members and the public participating in free Club pickleball activities to sign waivers of liability that release the Club and the Town from any liability from use of the Courts during Club-sponsored activities.

I. The Club will provide the Town with a minimum donation of 20% of the gross revenue from a Club-hosted or sponsored tournament for which members of the public are invited to participate. Any Club-hosted or sponsored Special Event shall be subject to the application process for Special Events, when utilizing additional public property in

conjunction with a Tournament or other event, as set forth in Town Code section 5.06, Special Event Permits, except that the application fee and deposit shall be waived for the Club.

**5. Town's Responsibilities:** The Town agrees to the following responsibilities to support the use of the Courts:

A. Restrict use of the Courts to ensure they are open and available for open drop-in play (with paddle up requirements) from 7:30 a.m. to noon daily on all Courts not used for Club member activities or for a Special Event.

B. Through execution of this Agreement, authorize the Club's reserved use of the Courts at no cost to the Club for free and members-only activities as outlined in Section 4(B) above, including Club-hosted or sponsored Special Events such as tournaments.

C. Establish the rules for use of the Courts.

D. Upon Town staff and the Parks and Trails Commission review and approval of the Club's recommendations on court improvements, the Town will oversee all site improvements or upgrades.

E. Oversee regular Court maintenance so that the Courts remain in reasonable condition, ordinary wear and tear excepted.

F. Notify the Club about Special Events that may impact use of the Courts.

G. Host a paid reservation system for the Courts so members of the public can reserve a court on an hourly basis, not to exceed two consecutive hours, and coordinate the Town's block of fee-based reservation hours with the Club's reserved time so at least two (2) courts remain available for public drop-in use at all times.

H. Assist the Club with obtaining Special Event insurance coverage through the Town insurance provider, provided such assistance can be provided at no cost to the Town.

I. Make reasonable efforts to post at the Courts updated and timely notices of Courts that have been reserved for Club activities or are subject to paid reservations, to ensure the public is aware of the Courts that are not available for open play or drop-in play. The Town's obligation to provide timely notice of reservations is subject to court reservations being made in advance of the closing time for reservations in the town reservation system.

**6. Indemnification:** The Club agrees to hold harmless, defend and indemnify the Town, its elected officers, appointees, and employees against any and all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of,

resulting from, or relating to any activities, actions, or other conduct performed under this Agreement by the Club, its agents and/or employees on Town property.

The Town is prohibited by the Colorado Constitution from indemnifying the Club. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

**7. Cooperative Efforts; Authority to Change Agreement:** This Agreement shall be liberally construed in order to promote continued partnership and harmonious relations between the Parties with regard to their responsibilities under this Agreement. The Parties intend this Agreement to be flexible and collaborative, such that it can be adjusted by agreement of the Parties if a provision is not working out as intended. The Parties agree to meet by March of each year to review the terms of this Agreement and what provisions should be kept and what should be revised. The Club President and the Town Administrator are delegated the responsibility to make mutually acceptable changes to the Parties' responsibilities under this Agreement. Review of any changes will be provided to the Parks and Trails Commission and approved by the Board of Trustees. In the event of a dispute between the Parties regarding the interpretation of this Agreement, or the rights or obligations of the Parties in any situation arising from the performance of the obligations or responsibilities under this Agreement, the Parties shall meet and negotiate in good faith to determine whether a resolution designed to promote the relationship between the Parties may be reached.

**8. Termination:** It is understood and agreed that either party may terminate the Agreement. Termination shall be valid only after written notice by the terminating party is served upon the other party, at least thirty (30) days prior to the proposed date of termination.

**9. Amendment:** No amendment or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.

**10. Merger and Integration:** This Agreement and any attached exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

**11. Assignment:** This Agreement may not be assigned without the written approval of both the Town and the Club.

**12. Notices:**

For the Club:            Club Representative  
                                  Address:  
                                  Email:

For the Town:           Town Administrator  
                                  Address:  
                                  Email:

All notices so given, including change of address, shall be considered effective when delivered by hand or in writing, as stated above.

**13. Third Party Beneficiary:** The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Club, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person.

**Town of Palmer Lake:**

By: *Alonzo Herrera*  
          Mayor

Date: 5/8/2025

**Club:**

**Palmer Lake Pickleball Club**  
**a Colorado nonprofit corporation**

By: \_\_\_\_\_  
          Representative

Date: \_\_\_\_\_