



## **PARKS AND TRAILS COMMISSION**

**Tuesday, May 13, 2025 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 of Allegiance**

**Approval of Minutes**

- [1.](#) Minutes from April 8th Meeting
- [2.](#) Minutes from May 6th Special Meeting

**Petty Cash Report**

**Public Works Supervisor Report**

**Town Administrator Report**

**Business Items**

- [3.](#) Report of Volunteer Hours
- [4.](#) Kiosk Revenue

- 5. Report/Consider Items for Project List
- 6. Review of 5/10 Service Day
- [7.](#) Review Various Postings of Parks Hours

**Trails and Bridges**

- [8.](#) Review of AFA Bridge Ribbon Cutting

**Centennial Park**

- [9.](#) Update of Centennial Park Projects and Maintenance
- [10.](#) Distribution of Approved Pickleball Club Agreement
- 11. Update on Draft Agreement with Palmer Divide Soccer Club
- [12.](#) Discussion on Ballfield Long-term Improvement, Maintenance Plan and Consider Amending Fees

**Glen Park**

- 13. Update on Extending Glen Playground Borders

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

**Report of Other Meetings**

**Next Meeting (Workshop 5/27) and Future Items**

**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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## PARKS AND TRAILS COMMISSION

Tuesday, April 08, 2025 at 5:30 PM

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

### MINUTES

**Call to Order.** Chair Wiecks called the meeting to order at 5:35 pm.

**Roll Call.** Present: Commission members Kevin Magner, John Tool, Reid Wiecks, Mike Pietsch. Excused: Jen Nilson. Others present: Trustee Dennis Stern; and town staff Stacy DeLozier, Dawn Collins, and Erica Romero.

#### Approval of Minutes

1. Minutes from March 11, 2025, Meeting. MOTION (Tool, Magner) to approve the minutes. Motion passed 4-0.

**Petty Cash Report.** Mike reported updates to petty cash including a correction/adjustment of \$6.00 for a total cash balance of \$87.00.

**Public Works Supervisor Report.** Stacy provided an update on several Public Works items. There is no significant update on the millings for the path around the lake, as there are currently not enough available. Reid recommended proceeding with partial work due to muddy conditions causing trail expansion in both directions. Regarding the dock addition at the lake, the new section will get installed while the weather permits but hip waders are needed for further work. Mike offered a pair. Dennis inquired about the background of the dock, and Stacy explained why the additional dock section is needed, since the lake level raised and adding a section will extend the dock appropriately. Stacy explained his plan with Habitat Management for noxious weed mitigation around the pedestrian bridge and the trail around the lake. He stated that progress continues on the new restroom, adding that landscape will incorporate xeriscape plans. Stacy reported that he has two new batteries for the leaf blower for the courts. He informed members about the repair to the net and suggested that a lock be considered for the net cranks on the courts. He and Reid will coordinate contacting Renner for options. El Paso County is scheduled to come out in mid-May to open the east side restroom. Colorado Parks & Wildlife (CPW) will be on-site to restock the lake in May. Stacy reported that he is working on an overview of parks staff schedules. Reid expressed appreciation to Stacy, Buzz, Carson, and the Fire Department for their help removing a dead tree that impacted a playground. Carson was also recognized for the assistance loading wood earlier in the day. It was agreed that the fountain should be installed before the end of May. Mike requested that the cottonwoods along the east side of the lake also be added to the tree maintenance list.

**Town Administrator Report.** Dawn provided the cost to publish an acknowledgement of the 2024 sponsor list. She stated that CivicRec implementation continues to progress positively. It was suggested

that the Public Works maintenance staff schedules be discussed in more detail at the next workshop on 4/22.

### Business Items

Item 4 was skipped because the applicant was running late from traffic.

5. Report of Volunteer Hours. Commission members requested that volunteer hours be tracked with a running total moving forward, beginning with year-to-date hours for 2024. A summary will be provided at the next meeting.
6. Kiosk Revenue. Members reviewed the revenue funds, noting that the prior month's weather may have impacted the parking. Trustee Stern inquired how the funds are used. Kevin further explained that he continues to work on a budget for parks projects.
4. Consideration/Recommendation of Application for Appointment to Commission. Chair Wiecks introduced the applicant, Ms. Katie Brennan, for consideration. Katie explained that she has lived in the community for 13 years. While she does not have direct experience, she expressed a strong desire to get more involved and contribute to the community that she loves. John shared that he had worked with Katie and her father on the memorial tree project and spoke positively about her involvement. Katie asked thoughtful questions about where she could be of service and stated that she is an active trail user. Members emphasized the importance of involvement and the hands-on work they do and expressed the need for support in events and social media. Discussion ensued about bringing energy to the Commission and helping to round up additional support and volunteers. Discussion about the regular meetings took place. Reid explained the next step is for the Commission to make a recommendation to the Board of Trustees and encouraged Katie to attend the meeting when her appointment is considered. MOTION (Wiecks, Tool) to recommend the appointment of Katie Brennan to the Commission. Motion passed 4-0.
7. Report/Consider Items for Project List. Kevin Magner reported on his tour with Mile High Youth Corps, where he identified an approximate 6-8 ft section of trail with a significant amount of water running through it, causing a potential hazard toward Prairie. He emphasized the need for a solution for safe crossing. It was agreed to explore ideas with Public Works assistance. It was also suggested to move item 45 to the completed list. MOTION (Wiecks, Magner) to add the creation of a bridge/solution over the hazardous section in the Prairie-to-Creekside trail area and to move item 45 to the completed list. Motion passed 4-0.
8. Review/Approve to Publish in Tribune. Dawn provided the estimated cost of \$160 for the publication in the regular newspaper, Tribune. Discussion took place about a few corrections. It was suggested to also reach out to the OCN. MOTION (Wiecks, Tool) to approve the printing (approximately \$160) to acknowledge the 2024 list of contributors to Parks. Motion passed 4-0.

Deputy Clerk Romero left the meeting.

9. Reconsider Spring Clean Up Day moved to May 10. Discussion took place about where volunteers should meet. It was agreed to meet at the ballfield parking in case the are adequate volunteers to split into two groups. MOTION (Wiecks, Tool) to approve the date of May 10. Motion passed 4-0. Discussion of minor changes to the flyer took place, adding Parks and Trails and offering free T-shirts for volunteers. Motion passed 4-0. Stacy expressed concern about getting manufactured chips. Reid directed him to the vendors for the playground border. It was suggested to also remove the Fountain Creek from the flyer as the date will not collaborate on the May 3 America's clean up.

10. Review/Consideration of "Volunteer" Tee Design/Purchase. John Tool reviewed the graphic for the volunteer t-shirts noting single green color on natural color shirt. The various quantities of different sizes of shirts were discussed to total 50. MOTION (Tool, Magner) to approve the purchase not to exceed \$600. Motion passed 4-0. It was suggested that kiosk revenue cover the supplies cost.
11. Update to Continue Elephant Rock Zone 3 Clean Up & Vision Plan Response. The minutes from the Board meeting were reviewed noting that Commission members may continue the clean up and placement of benches as directed. Chair Wiecks reported a collapsed septic in the former cabin area to Stacy to check out, about 30 ft from a manhole, to fill for safety.
12. Update on PLES Arbor Day. Mike will work with the teachers and Jenn, town code compliance, stating that there are different age groups to present to on April 25.

### **Trails and Bridges**

13. Update on USAFA Bridge #2 Progress. Kevin Magner thanked the Fire and Public Works personnel for assistance. He explained the foundation getting installed and explained the progress expected this weekend. Mike read the plaque ordered and the ribbon cutting will be early May. It was agreed to amend a small portion of the trail to access the new bridge. MOTION (Magner, Pietsch) to nominate Chair Wiecks to emcee the ribbon cutting event. Motion passed.
14. Kent to Prairie Trail Section Update. Discussion took place about reviewing this section of trail due to winter damage and possibly adjust the trail where a fence currently encroaches on the Kent public right of way. Collins will address the property owner. Volunteer training at this site may be considered after Memorial Day.
15. Update on MHYC Trail Signs and Creek Clean-up Walk Through. Review of signs received and additional signs coming. It was agreed to spray posts green. Stacy reported that he spoke with staff and the former made wood carved signs for parks will not be made. Discussion took place for staff to take care of the additional signs to identify Centennial Park and park hours at each access point. It was agreed to consider additional trees to be removed. The original work dates are moved to September.

### **Centennial Park**

16. Proposed Fees to Reserve Pickleball Courts. John Tool reviewed the information from an assembly of national average of fees, proposed on the low end. Members also reviewed the reservable block times. It was noted that a cut off time will be established the night prior to posting reserved times each morning. MOTION (Tool, Magner) to recommend approval of the fees proposed with an adjustment of the tournament to 20% and the blocked time as proposed. Motion passed 4-0.
17. Review/Consider Pickleball Club MOU. Chair Wiecks provided an update on the discussion noting that a draft will be coming back to the Commission.
18. Update on Possible MOU with Palmer Divide Soccer Club and Possible Grant Submittal. Chair Wiecks provided an update on the meeting with the soccer reps, stating that he will combine lists of the key points for two agreements – one for construction and one for ongoing maintenance – for staff to coordinate drafts by the Town Attorney. The soccer club intends to submit for grant funds in July. It was recommended to review the GOCO concept submittal at the 4/22 workshop.

### **Glen Park**

19. Review Playground Border Quotes. Discussion about extending the landing area border took place. Reid reviewed the vendor quotes. MOTION (Wiecks, Tool) to order boarders from Kingdom for quoted \$1212.02. Motion passed 4-0. It was reiterated that Stacy will check into new cranks for the court nets with Renner. Trustee Stern suggested there are lower costs after a google search for suppliers, noting Recreational Unlimited. MOTION (Wiecks, Tool) to authorize staff to check for a lower cost. Motion passed 4-0. It was confirmed to utilize CTF funds for the playground supply purchase.

**Public Comment** – none.

**Report of Other Meetings** – no reports made.

**Next Meeting (4/22 workshop) and Future Items**

**Adjourn.** Chair Wiecks adjourned the meeting at 7:46 pm.

*Minutes by: Erica Romero, Deputy Town Clerk, and Dawn A. Collins, Town Clerk*



## PARKS AND TRAILS COMMISSION- SPECIAL MEETING

Tuesday, May 06, 2025 at 5:30 PM

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

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### MINUTES

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**Call to Order.** Commission Chair Reid Wiecks called the meeting to order at 5:34 PM.

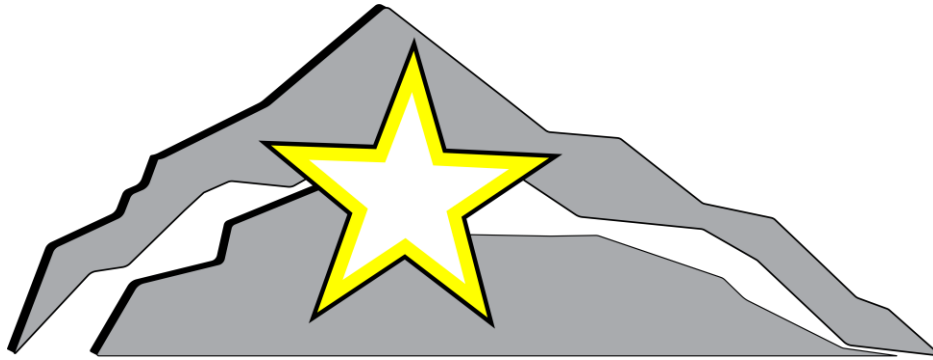
**Roll Call.** Present: John Tool, Jennifer Nilson, Reid Wiecks, Mike Pietsch. Excused: Kevin Magner. Staff: Dawn Collins, Erica Romero. Others: Trustee Dennis Stern.

#### Business Items

1. Consider Draft Agreement with Palmer Lake Pickleball Club. Ms. Jane Fredman, representing the newly formed Palmer Lake Pickleball Club, presented a draft agreement to the Parks & Trails Commission for consideration. Discussion about various amendments took place. MOTION (Tool, Nilson) to recommend the Board approve the agreement with the edits. Motion passed 4-0.

**Adjourn.** Reid adjourned the meeting at 6:07 PM.

*Minutes by: Erica Romero, Deputy Town Clerk*



# Town of Palmer Lake

## *Board of Trustees Summary Sheet*

|                            |  |
|----------------------------|--|
|                            | <b>APRIL 2025</b>  |
| Title                      | <b>PARKS Report</b>  |
| Date                       | Board Meeting 05/08/25; Parks Meeting 05/13/2025   |
| Contact                    | Parks & Trails Commission  |
| Summary of Volunteer Hours | Labor (clean up, maintenance) : 11 hr.<br>Clerical (email, calls, grants, spreadsheets) : 24.5 hr.<br>Miscellaneous Meetings (other than Parks) : 14.5 hr. |
| Total Volunteer Time       | Total = 50hours  |
| Upcoming Activity          | Parks Service Day 05/10/2025   |

Kiosk  
Revenue

**April Collections for the Kiosk**

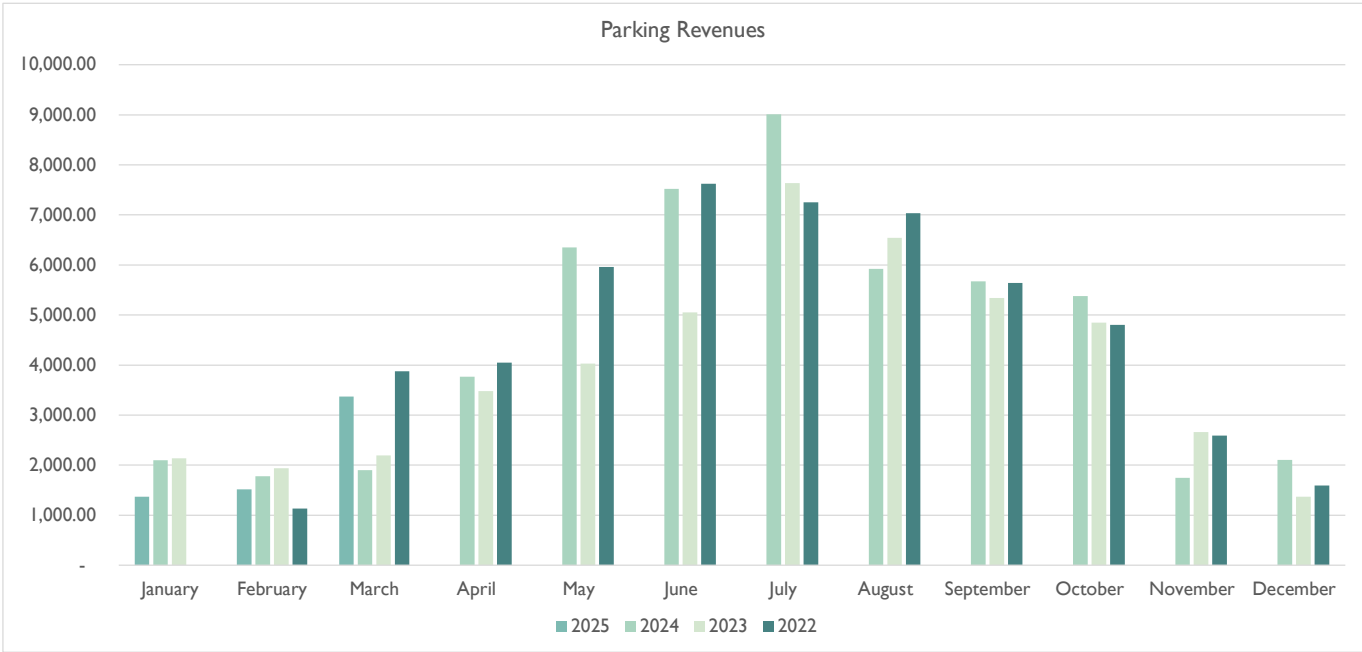
|                   |                         |                    |
|-------------------|-------------------------|--------------------|
|                   | Gross                   |                    |
| \$ 3,747.10       | Collections             | (707 Transactions) |
| \$ (212.10)       | Fees                    |                    |
| <u>\$ (70.00)</u> | Monthly T2 Svc charge   |                    |
| \$ 3,465.00       | Net Collections - April |                    |

**YTD Collections 2025 - YTD Transactions: 1941**

|                    |                            |    |
|--------------------|----------------------------|----|
| \$ 10,287.30       | Gross Collections          |    |
| \$ (582.30)        | Fees                       |    |
| \$ -               | Supplies (Kiosk Paper)     |    |
| <u>\$ (280.00)</u> | Monthly T2 Svc charge      |    |
| \$ 9,425.00        | Net Collections            |    |
| <br>               |                            |    |
| \$ (862.30)        | Total Fees and Maintenance | 9% |

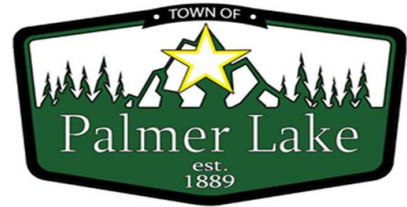
### Parking Revenues

| Month        | 2025            | 2024             | 2023             | 2022             |
|--------------|-----------------|------------------|------------------|------------------|
| January      | 1,367.40        | 2,098.80         | 2,135.90         | -                |
| February     | 1,514.71        | 1,780.80         | 1,939.80         | 1,132.50         |
| March        | 3,366.99        | 1,897.40         | 2,194.20         | 3,874.10         |
| April        |                 | 3,768.30         | 3,476.80         | 4,043.90         |
| May          |                 | 6,349.40         | 4,028.00         | 5,957.20         |
| June         |                 | 7,514.40         | 5,050.90         | 7,616.10         |
| July         |                 | 9,004.70         | 7,632.00         | 7,245.10         |
| August       |                 | 5,920.10         | 6,540.20         | 7,033.10         |
| September    |                 | 5,668.42         | 5,337.10         | 5,639.20         |
| October      |                 | 5,374.20         | 4,844.20         | 4,796.50         |
| November     |                 | 1,749.70         | 2,660.60         | 2,591.70         |
| December     |                 | 2,104.10         | 1,367.40         | 1,590.00         |
| <b>Total</b> | <b>6,249.10</b> | <b>53,230.32</b> | <b>47,207.10</b> | <b>51,519.40</b> |



## Parking Revenue & Expenditures

|                                | <b>2025</b>       | <b>2024</b>       | <b>2023</b>      | <b>2022</b>      |
|--------------------------------|-------------------|-------------------|------------------|------------------|
| Revenue                        | 6,249.10          | 53,230.32         | 47,207.10        | 51,519.40        |
| Expenditures                   | 4,528.12          | 11,205.06         | 6,042.32         | 4,241.27         |
| Revenue (Less)<br>Expenditures | 1,720.98          | 42,025.26         | 41,164.78        | 47,278.13        |
| Beginning Fund Balance         | 130,468.17        | 88,442.91         | 47,278.13        | -                |
| <b>Ending Fund Balance</b>     | <b>132,189.15</b> | <b>130,468.17</b> | <b>88,442.91</b> | <b>47,278.13</b> |



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

|  |                 |                                   |
|--|-----------------|-----------------------------------|
| <b>DATE:</b> May 13, 2025                        | <b>ITEM NO.</b> | <b>SUBJECT:</b> Review Park Hours |
| <b>Presented by:</b><br>Town Administrator/Clerk |                 |                                   |

**Background**

Per the town code, park hours are posted –

**12.12.030. - Operating rules of parks.**

(a) *Park hours.* The park shall be open to the public daily as posted. It shall be unlawful for any person other than employees of the town to enter or remain in the park at any other time. However, the town administrator may extend or limit the time specified above by issuing a park permit.

With that, please note the following posted signs –

- El Paso County sign on east side states: dawn to dusk
- Lake area sign states: 5a to 9p\*
- Centennial pickleball courts sign states: 7:30a to dusk
- Glen tennis/pb courts sign states: 8a to dusk
- Glen park sign states: dawn to dusk

\*Lake hours are in municipal code under Lake rules and regulations.

As we are planning to post signs to identify parks (access, parking, etc.) it is an appropriate time to note park hours.

Requesting any feedback/discussion about standardizing park hours, or should each area be separately identified – ie., Lake – dawn to dusk; CP Courts/park area – 7:30a to dusk; Glen trailhead – dawn to dusk; tennis and playground – 8a to dusk.

**Recommended Action**

Provide feedback for park hours to be posted.



Picture # 1 Remove all yellow plastic cap on outfield fence. Get bid to replace bent horizontal rail and replace fencing.

#2 Clean up all planter beds including spraying for weeds.

#3 Add millings as needed to all parking lots.

#4 Add boulders at East side of bridge to prevent bikers from riding thru rocks.

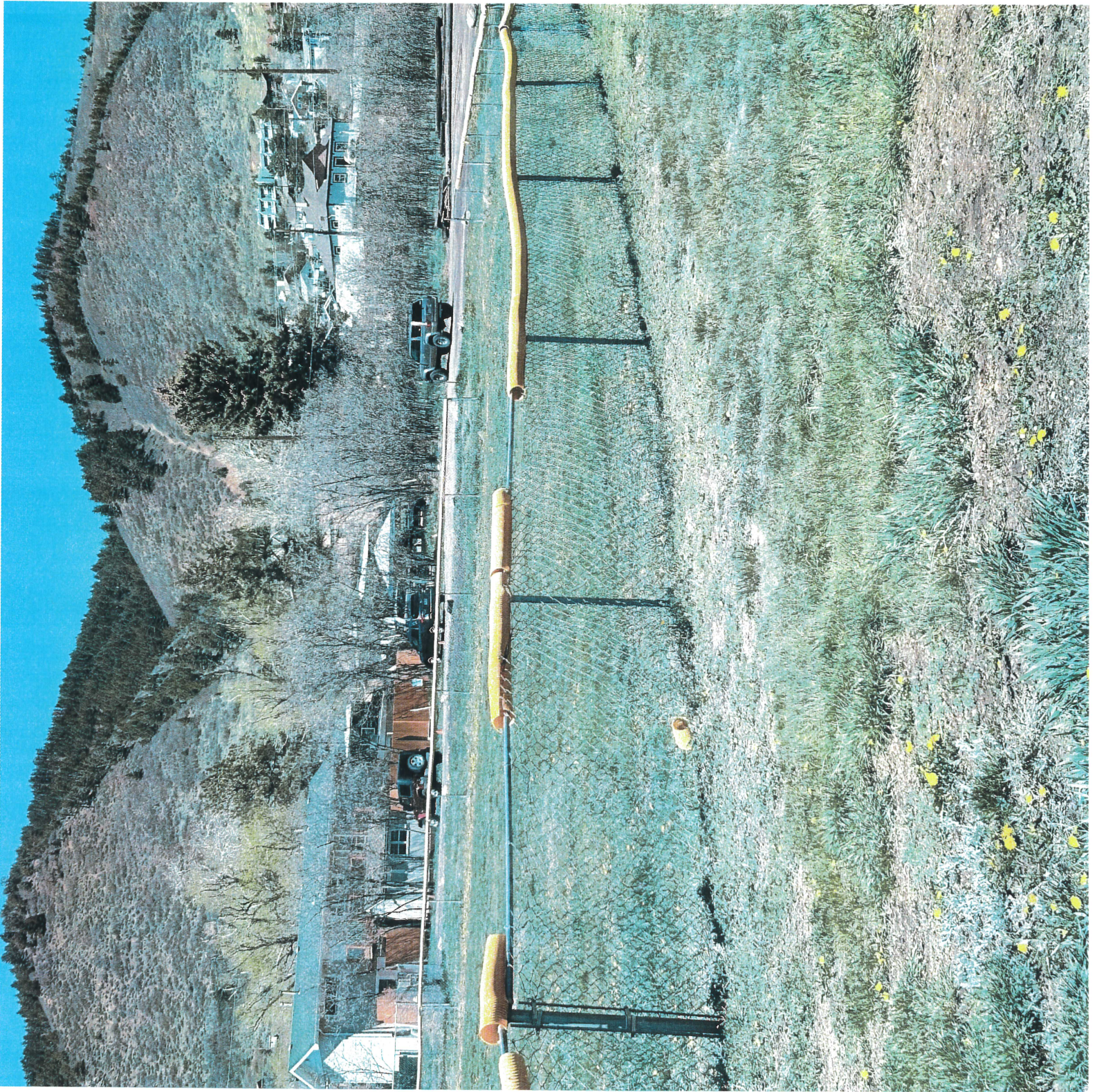
#5 Add millings at all concrete transitions to help with ADA. Also blow off stones from all concrete sidewalks and the bridge.

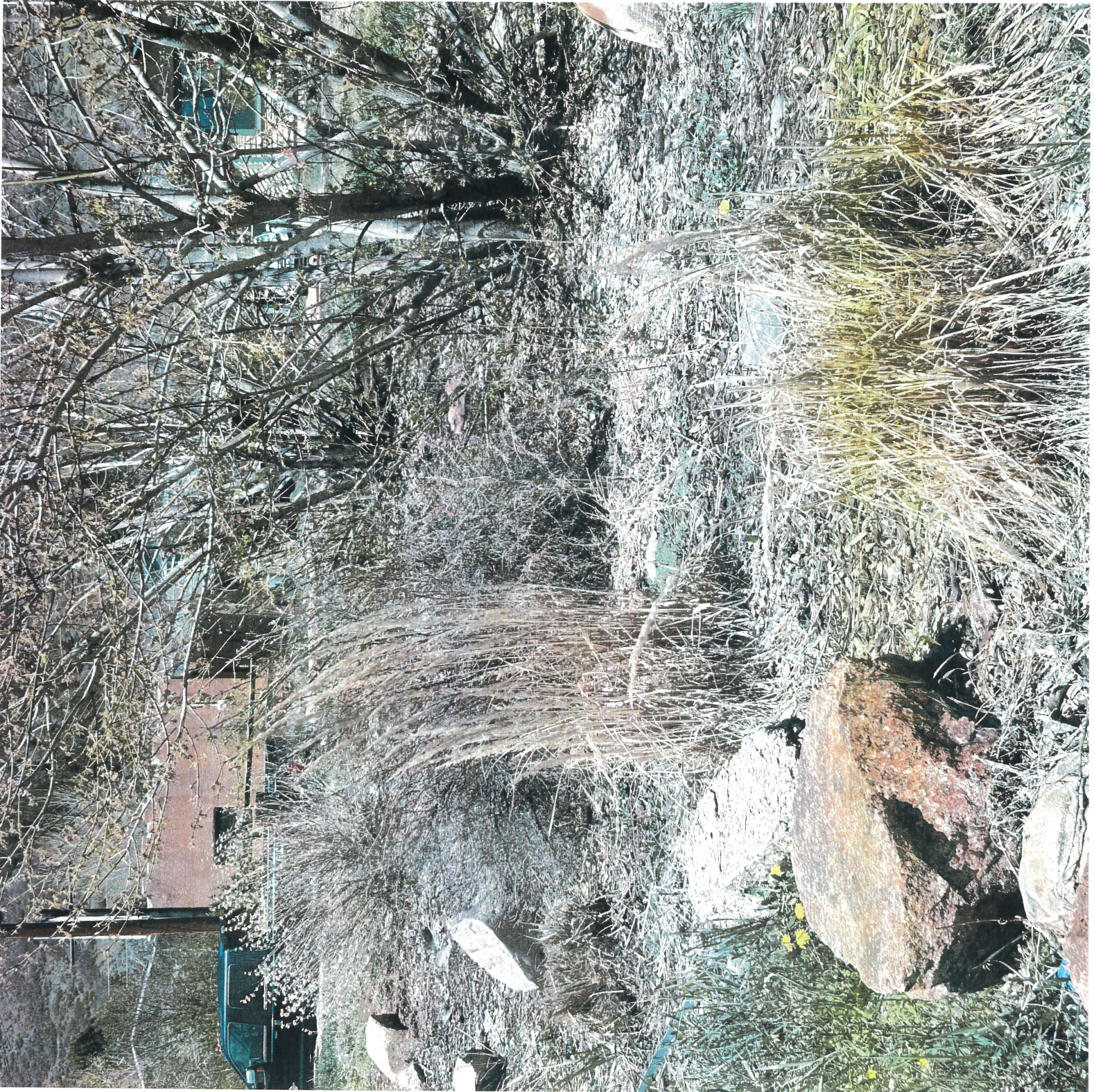
#6 Mowing and tree trimming of all grass areas.

#7. Build 2x12 treated ramp. <sup>DOCK</sup> <sub>portion</sub>

#8. Remove old stumps and scrub brush.

(1)





(2)

(3)



(4)

Item 9.



(5)

Item 9.



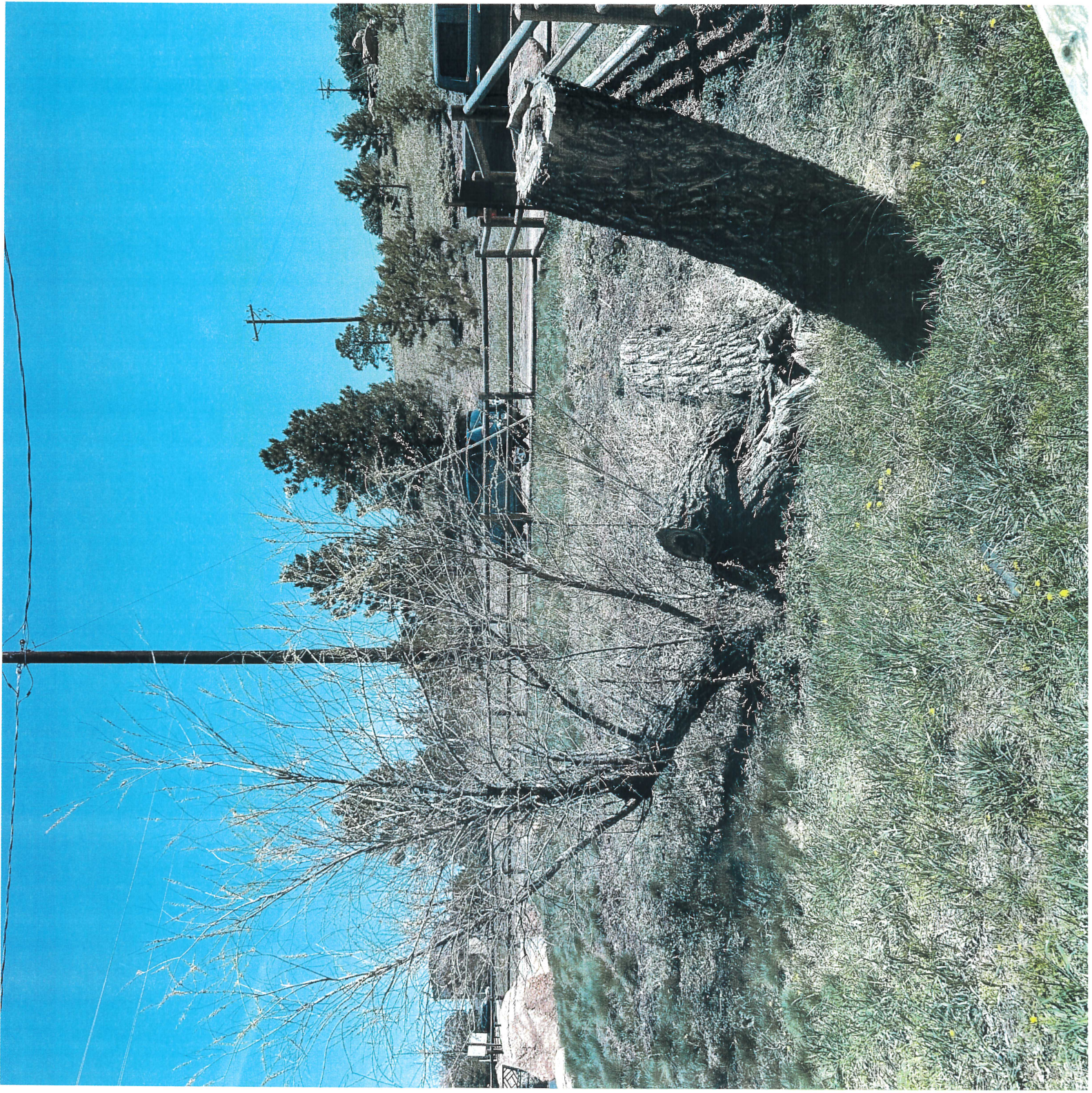
(6)

Item 9.





(7)



(8)

**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: *Monte Huenda*  
      Mayor

Date: 5/8/2025

**Club:**

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

By: \_\_\_\_\_  
      Representative

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

TOWN OF PALMER LAKE FEE SCHEDULE

Item 12.

2025 FEE

BASEBALL FIELD

\$50 / 4-hour  
\$15 / added hours