

**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.

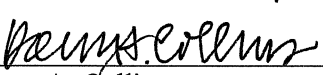
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

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 Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.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: \_\_\_\_\_