

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 32-2022**

**A RESOLUTION TO AUTHORIZE ADDENDUM TO THE LEASE AGREEMENT  
WITH THE PALMER LAKE HISTORICAL SOCIETY AND LUCRETIA VAILE  
MUSEUM, PALMER LAKE, COLORADO**

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

**WHEREAS**, the Town Board of Trustees has authority over agreements for the Town;  
and


**WHEREAS**, the Town staff supports use of Town Hall as described in the enclosed addendum to the lease agreement with the Historical Society of Palmer Lake, Colorado.

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

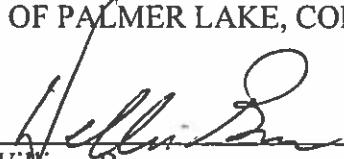
1. The Town Board of Trustees hereby authorizes signature to the Addendum for use with the Palmer Lake Historical Society – Lucretia Vaile Museum as described in the attached exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional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 Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE  
BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26th DAY OF  
MAY 2022.**

ATTEST:

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

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
William Bass  
Mayor

**ADDENDUM TO LEASE AGREEMENT WITH  
PALMER LAKE HISTORICAL SOCIETY**

**PALMER LAKE, COLORADO**

This addendum is made this 27th day of May, 2022, by and between the members of the Palmer Lake Historical Society, Colorado (“Society”) and Town of Palmer Lake, Colorado (“Town”) is an addendum to the Lease/Agreement for provision of services between the Town of Palmer Lake and the Palmer Lake Historical Society dated May 13, 1982. The Society and Town may be collectively referred to herein as the “Parties.” The Parties agree that the provisions not inconsistent with those below remain in full force and effect

**PURPOSE**

The purpose of the addendum is to formalize a cooperative relationship between the Parties for the purpose of using the Palmer Lake historic Town Hall. Upon any dissatisfaction with the agreed maintenance or a change of Society leadership, this arrangement shall be reviewed by the Town of Palmer Lake staff for recommendation to the Town Board of Trustees.

**SOCIETY RESPONSIBILITY**

The Society members commit to assisting with the historical upkeep of the Town Hall.

**TOWN RESPONSIBILITY**

The Town will waive fees for the use of the historic Town Hall each calendar year for regular scheduled meetings. This responsibility does not waive the process to review special events by Town staff and approval by the Board of Trustees, as required, and excludes waiving a damage deposit. This responsibility does not guarantee use of the Town Hall if a date is reserved for a private gathering. Notwithstanding any other provision herein, final decisions regarding use of Town Hall rests solely with the Town.

**INDEMNIFICATION**

The Society and the Town, to the extent allowed by law, shall at all times indemnify and hold harmless the other Party against all actions, claims, demands, costs, damages and expenses of any kind which may be brought or made against the other party, or which the Society or Town may pay or incur including reasonable attorney’s fees, by reason of the negligent performance or failure to perform, any of the obligations and duties of the Society or Town, its employees, members or agents, under the provisions of this agreement. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

**TERMINATION**

This addendum may be terminated at any time by either the Town Board of the Town of Palmer Lake and the Society President of the Palmer Lake Historical Society, Palmer Lake, Colorado with a written notice of thirty days.

**NOTICES**


All notices or other communications to the Parties shall either be personally delivered or be sent by email, to the addresses set forth below or to any other address which the Parties may substitute in writing upon provision of such notice as provided herein.

**To the Association:** Attn: President  
Palmer Lake Historical Society  
Palmer Lake CO 80133

**To the Town:** Attn: Town Administrator / Clerk  
Town of Palmer Lake  
PO Box 208  
Palmer Lake, CO 80133  
[dawn@palmer-lake.org](mailto:dawn@palmer-lake.org)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**PALMER LAKE HISTORICAL SOCIETY, COLORADO**

JIM SAWATZKI  
By:   
President

Attest:   
Society Member

**TOWN OF PALMER LAKE, COLORADO**

By:   
Mayor Bill Bass

Attest:   
Town Administrator / Clerk