

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 72 - 2023

**A RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING
BETWEEN AWAKE PALMER LAKE ORGANIZATION AND TOWN OF
PALMER LAKE, 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 of Palmer Lake seeks collaboration with Awake Palmer Lake to install pickleball courts and a restroom on Town (public) property; and

WHEREAS, the enclosed Memorandum of Understanding (MOU) provides responsibilities and procedures for the installation of pickleball courts and a public restroom as required by the awarded grant to Awake Palmer Lake.


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 MOU 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 Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.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 OCTOBER 2023.

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

Grant Havenar
Mayor

MEMORANDUM OF UNDERSTANDING FOR PICKLEBALL COURT GRANT

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

This Memorandum of Understanding (this "MOU" or this "Agreement") is entered into this ___ day of _____, 2023 ("Effective Date") by and between the Town of Palmer Lake, Colorado ("Town") and the Palmer Lake Restoration Project, Inc., dba Awake the Lake, a Colorado non-profit corporation ("ATL") (collectively, the "Parties").

RECITALS

WHEREAS, there are limited resources, including funding and personnel, available for projects throughout the Town, and as a result, the Town is interested in receiving support from a nonprofit entity to financially assist and coordinate projects with the Town for the benefit of all Town Citizens and Businesses; and

WHEREAS, the Parties seek to entered into public-private partnerships with nonprofit organizations to create, revitalize, and maintain parks and other public spaces on a project specific basis; and

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

WHEREAS, ATL has applied for and obtained a grant to install pickleball courts and a restroom within the Town and upon Town property as further depicted in the Grant Application ("Project") said application being incorporated herein for definition purposes; and

WHEREAS, the Board of Trustees of the Town support the Project and the Parties seek to establish the Parties' roles and responsibilities with respect to the Project.

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

SECTION 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the roles and responsibilities of the Parties with respect to the Project.

SECTION 2 – AWAKE THE LAKE

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

(a) Manage the Grant, including but not limited to complying with the reporting requirements to the Grant administration.

(b) Work in cooperation with the Town and subject to all rules, regulations and laws, to assist in the Project and secure approval of the Town of all design, plans, construction and otherwise for the Project prior to commencement of each phase of the Project.

(c) Since there is a water line that will be under the pickleball courts, ATL will put \$20,000 into a high yield savings account for possible future repairs no later than the completion of the Project and close out of the Grant. ATL and Town may agree to deposit funds earlier or in a different manner.

SECTION 3 – THE TOWN

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

(a) Work collaboratively with ATL to complete the Project. Nothing herein shall grant or create AWL any ownership, authority, or control over any Town property. Control over all Town Property rests solely with the Board of Trustees.

(b) The Town will approve each phase of the project as well as any and all plans for construction of the Project and no construction will take place without the agreement and permission of the Town.

(c) In support of the Project, the Town will waive the Water Tap Fee; provide approximately 1,000 yards of infill for the site and the staff and equipment to grade as available; and allow the use of Town Hall for project meetings as available.

SECTION 4 – GENERAL CONDITIONS

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

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

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

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

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

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

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

With respect to the Town:

Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, CO 80133
Email: dawn@palmer-lake.org

With copies to:

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

With respect to ATL:

Project Manager
Tim Caves
Email: tlccaves@yahoo.com

With copies to:

ATL President
Jeff Hulsmann
Email: punchyco@gmail.com

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

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

4.8 No Creation of Ownership Interest. Nothing herein shall be construed to create an ownership interest of any kind in any Town owned property or any of the improvements upon Town owned property.

4.9 Operation and Future Use. Nothing herein shall be used to determine the way in which the Town will chose to operate, maintain, or use the Town Property as a result of the Project, including the improvements as a result of the Project.

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

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

By: _____
Representative of Awake the Lake

Date: _____

Town of Palmer Lake:

By: _____
Mayor, Glant Havenar

Date: _____

Attest: _____
Town Administrator/Clerk

PPACG ARPA NOTICE OF FUNDING AVAILABILITY

APPLICANT PROFILE

1. Name of Organization: Palmer Lake Restoration Project, Inc., a Colorado nonprofit corporation, also known as Awake The Lake
2. Address: P. O. BOX 702, PALMER LAKE, CO 80133-1552
3. Phone Number: Board of Directors Chair: Jeff Hulsmann 719-488-3134
4. EIN: 84-1360279
5. SAM.GOV Unique Entity ID: Pending (application submitted on 5/3/23)
6. Grant Manager Contact: Jeff Hulsmann, ATL Board Chair 719-488-3134, and Jane Fredman, Volunteer grant writer 719-660-4416
7. Grant Manager Email: Jeff Hulsmann: punchyco@gmail.com
Jane Fredman : jane@fredmanlawco.com

RFP QUESTIONS

8. **What project are you considering using ARPA funds for that will provide for infrastructure and capital growth to expand senior services in your service area?**

Awake the Lake (ATL) seeks \$266,000 in ARPA funding for the Palmer Lake Pickleball Project, which will be new park infrastructure consisting of six pickleball courts and a restroom facility (with running water and toilets) to be built within a 1½ acre site owned by the Town of Palmer Lake within the park next to the lake. The Town will own and maintain the new facilities. The restrooms will be adjacent to the pickleball courts but available to all park users. The courts will be highly visible from the Town's main street and will be built next to a handicap accessible parking area and a pedestrian bridge providing access to all areas of the park.

The project will provide age friendly recreational and social opportunities for residents of all ages in local towns and semi-rural areas of Northern El Paso County. It will add significant new recreational resources as well as expand existing infrastructure, and it will provide broadly-appealing outdoor opportunities for the area's large and aging population, as well as for families and youth.

In addition to supplying a reliable year-round recreational outlet for seniors, the new permanent recreational facilities will be a valuable capital asset that will attract new visitors of all ages to Palmer Lake, who will be introduced to the natural beauty of the area, to the recreational amenities available in the park and in adjacent public lands, and to the shops and restaurants in the town of Palmer Lake.

Pickleball is one of the fastest growing sports in the United States. It is extremely accessible as a physical sport for older adults because it is an easy game to learn and play. Playing pickleball improves eye-hand coordination and is an aerobic activity. It is played on a small court that accommodates physical limitations and restricted movements that can arise with age. The paddle and ball are light and easy on joints, muscles and tendons. The game is most often played with partners (four players per court), which increases the fun and social aspect of the sport.

The current predominant pickleball-playing age group is older adults (60+). It is a rapidly growing intergenerational sport for competitive as well as social players. Because of its easily learned physical accessibility, sociability, and just-plain-fun nature, pickleball is an attractive and engaging new sport for all, and offers wonderful new opportunities for older adults with respect to movement, mobility and balance.

There are many enthusiastic older adult pickleball players in Northern El Paso County. The Tri-Lakes area has no public, dedicated outdoor pickleball courts, which means older adult players must travel to Colorado Springs to play outdoors. The only current option for public outdoor play is on four tennis courts (two at Lewis Palmer High School, and two run-down courts at Glen Park in Palmer Lake) where the courts are lined for both pickleball and tennis. Playing pickleball on a regulation tennis court is difficult because there is a height difference between pickleball and tennis nets and the striping for both sports on a court can be confusing for players.

There is an urgent need for new restroom facilities at the park. Presently, the park has one chemical toilet on the east side of the lake, across the railroad tracks and about a 1/3 mile walk (one-way) from the proposed courts. This toilet is available to all current park users (anglers, disc golfers, runners, hikers, cyclists, boaters, playground users) and is open for seasonal use only. The handicap accessible restroom facility next to the courts will have 4 stalls and a sink for women, and 2 stalls, 2 urinals and a sink for men.

The project goal is to provide opportunities for local and regional pickleball tournaments, lessons, and area-wide demonstrations and exhibitions for our area's large and growing senior population. Once the facility is constructed, ATL plans to work with Jackson Creek, Bethesda, Stone Creek at Flying Horse and Liberty Heights senior residences to develop regular opportunities for their residents to view and socialize at pickleball events, nearly year-round.

- 9. Expecting that PPAAA will receive more requests than funding available, what could your organization fulfill if funded at a partial amount? For example, if your organization was awarded 75% or 50% of your request, which parts of your project could your organization fulfill?**

Project funding at 75% would negate the restrooms. At 50% funding, ATL would need to fundraise to make up the shortfall to complete the six courts and would

construct the restrooms in a later phase. ATL's goal is to construct the six courts at one time to save on costs and to ensure there are enough courts available to accommodate lessons, tournaments and play time for the large population of players of all ages that will regularly use the courts.

10. What other funding sources, if any, does your organization have for this project?

In addition to the \$60,000 cash match ATL will provide for the project, the Town of Palmer Lake is allocating an approximate 1 ½ acre parcel of park land for the courts and restroom facility, which eliminates the need to purchase land for the project. The project budget includes in-kind donations for project management (Tim Caves, general contractor and Nicole Currier, project administrator) (\$33,200), landscaping labor (ATL volunteers) (\$5,000), structural fill dirt (Town of Palmer Lake) (\$20,000) and sewer and tap fees (Town of Palmer Lake, Palmer Lake Sanitation District) (\$46,000). The total in-kind donations, including the cash match, is \$164,200.

ATL has an excellent track record of fundraising for park facilities (e.g., its popular and age friendly “.5K Run” generates \$35,000 annually, and the “Try-athlon” generates about \$15,000 annually). ATL plans to apply for other grants to bridge any gap between the ARPA grant award and the cost of the project. Given the enthusiasm of the local community in supporting Palmer Lake park improvements, ATL believes it would be successful in raising any additional funds needed to complete the project.

11. What is the timeline for your organization's project? Funds must be spent by September 30, 2026.

The project will be constructed over an approximate 10-month period, commencing in August 2023 and completion estimated in June 2024. There will be two phases: site excavation and concrete work for the courts and restroom will be completed in August 2023. We will allow the concrete to cure over the winter. The construction of the courts and restroom facility will begin in April 2024 and is expected to be completed in June 2024.

12. How does this project align with your mission and that of the PPAAA priorities and Four Year Area Plan?

ATL's mission focuses on the lake: to restore and maintain the lake and to enhance surrounding recreation areas and resources. ATL directly and significantly contributed community-raised funds as the required “match” for a major 2018 GOCO Grant that funded construction of the highly visible pedestrian bridge over the railroad tracks that linked town residents with existing recreational facilities on

the east side of the lake. ATL exists to help the Town provide residents and visitors of all ages with outdoor recreational opportunities and amenities in and around Palmer Lake. Our project is an integral component of ATL's continuing leadership efforts to enhance area recreational facilities and opportunities for all ages, including our area's large older adult population.

Our project supports federal and state funded older adult programs managed by PPACG and aligns with PPAAs priorities, the Strategic Plan, and the Four Year Area Plan.

- The project expands and extends senior awareness of a major new recreational facility and opportunities for participation, physically and socially, reducing older adults' social isolation. (*Strategic Plan*)
- The project supports regional efforts to improve older adults' participation in health and fitness related activities through evidence based health promotion programs. (*Four Year Area Plan*)
- The project will give older adults the ability to maintain social ties, have a healthy quality of life and engage in an active aging lifestyle. (*Four Year Area Plan; CASOA*)

The project will provide opportunities for older adults to engage socially with others of all ages in a fun, active, and easily learned sport, which reduces the social isolation that many adults face as they age. Playing (and learning to play) pickleball increases older adults' physical and mental/cognitive health, which may be in decline due to age and a lack of physical and mental stimulation. It will provide seniors who are themselves physically unable to play the ability to participate socially by watching pickleball games while sitting courtside in the beautiful outdoors.

The project will keep our active aging community motivated to remain physically active and socially engaged. A scientific study published in 2021¹ involving inactive rural older adults found playing pickleball produced functional and cognitive-related improvements and motivated the participants to adhere to an exercise regime frequently enough to benefit their health. Another study showed seniors who played pickleball three or more times per week met federal recommended guidelines for moderate to vigorous intensity physical activity (MVPA) per week.²

¹ Pickleball for Inactive Mid-Life and Older Adults in Rural Utah: A Feasibility Study, *Int J Environ Res Public Health*. 2021 Aug; 18(16): 8374.

² Physical Activity Associated with Older Adult Pickleball Participation: A Pilot Study, *The Recreational Sports Journal*, Volume 47, Issue 1, published online 2-9-23 (Playing pickleball helps older adults meet the Centers for Disease Control and Prevention (CDC)/U.S. Department of Health and Human Services (USHHS) recommended guidelines for MVPA if played three or more times per week.)

13. If your organization is considering multiple projects, please prioritize those with the funding requested for each.

ATL is only seeking PPAAA funding for this project.

PROJECT COST

14. What is the total project cost? \$430,200

15. What is the total ARPA funding request? \$266,000

16. What is your source of match? (10%)

ATL will provide a match of \$164,200, which is an approximate 62% match for the ARPA funding request of \$266,000. ATL's match is made up of the following amounts: \$60,000 (cash), \$33,200 (project management), \$20,000 (structural fill), \$5,000 (landscaping labor), and \$46,000 (sewer and water tap fees).

17. How will your agency address a potential project cost-overrun?

An experienced project director will oversee the construction elements. ATL's experienced and innovative fundraising team provides assurance that any unexpected costs (e.g., due to material increases or logistic/transportation delays) can be remedied through separate fundraising efforts.

Please submit any quotes for your project and a detailed budget file to mhanna@ppacg.org