

RESOLUTION 8-33, SERIES 2016
A RESOLUTION PROVIDING FOR THE ESTABLISHMENT OF RENTAL CHARGES,
DEPOSITS AND OTHER FEES ASSOCIATED WITH THE RENTAL AND USE OF
TOWN BUILDINGS, TOWN SQUARE AND ELYSIAN PARK

WHEREAS, it is beneficial to the Town for the community to take part in the public facilities of the Town; and

WHEREAS, The Town Facilities such as the Town Hall, Fire Hall, Community Barn, Town Square and Elysian Park are valuable community assets and must be preserved for future use; and

WHEREAS, persons using these facilities for private and public events must reasonably compensate the Town for expenses, use of heating fuel, preparation, damages and clean up; and

WHEREAS, by Resolution #3, 2008, Resolution #1 2010, Resolution #4, 2011, Resolution #7, 2015, Resolution #29, Series 2015, and Resolution #30, 2016, the Town established rental charges and other fees for use of Town facilities; and

WHEREAS, The Board now wishes to update those rental charges and fees to reflect the true costs of providing those facilities; therefore:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF JAMESTOWN, COLORADO:

Section 1. Purpose: The purpose of this resolution is to establish fair and reasonable rental fees, deposit fees and other appropriate fees for the use of Town facilities. All fees and exceptions to fees set forth in this resolution shall be set by the Town Board. Approvals for certain types of functions as set forth in this resolution shall be made by the Board or designees (Mayor, Town Clerk). The Town Board shall have the power to grant variances or waivers to this resolution by majority vote.

Section 2. Definitions:

Town Government Function: Shall mean any Town Board Meeting, Board Special Meeting or Workshop, Town Government Training meeting, Quasi-Judicial meeting or Public Hearing, official committee or subcommittee meeting, task force meeting, Trustee, Staff, Town Clerk/Treasurer or Mayors meeting or Board approved ad hoc committee meeting. Town Government functions include those sponsored by the Jamestown Volunteer Fire Department, Jamestown Emergency Medical Services., Municipal Water Enterprise Operations and Public Works. The Fourth of July Celebration, Spring Clean Up and Boulder County Days shall be qualified Town Government Functions. No admission charge may be required for attendance at these functions.

Related Governments and Stakeholder Function: Shall mean meetings and workshops sponsored by Federal Government, State of Colorado, County of Boulder (including Elections) or the Commissioners, Boulder Valley School District, Jamestown School and School PTO, Jamestown Community Church, US Forest Service, Environmental Protection Agency, State Forest Service, Political Parties recognized by the State of Colorado, Colorado Municipal League, Denver Regional Council of Governments, James Creek Watershed Initiative, Colorado Rural Water Association, Colorado Department of Local Affairs, History Colorado and Lefthand Watershed Oversight Group. No admission charge may be required for these functions.

Jamestown Area Musicians (JAM) Function: Shall mean any JAM sponsored function whether for practice, planning, rehearsal or performance of any JAM endeavor.

Charitable Function: Shall mean any activity used to raise money for a needy individual, family or group, or government organization or a registered, qualified charity. If an admission fee is charged, no part of it may be retained as profit by the sponsors of the event unless the sponsor is a registered, qualified charity.

Public Function: A function of any type where the general public is invited whether or not an admission fee is charged. Any admission fee must be used directly and only to provide food, drink or entertainment or other direct benefit for the attendees.

Private Party: Any function where the general public is not invited including, but not limited to, a wedding, family reunion or anniversary party. No admission charge may be required for these functions. Applications will not be accepted from non-residents unless the event is co-sponsored by a Jamestown resident willing to be personally responsible for meeting all requirements of the rental contract.

Commercial Endeavor: Any function for which an admission is charged or services or items are sold and any part of which is retained for the benefit of the individuals hosting the event. Exception for Education and Enrichment classes, see below.

Private Endeavor: Use of a Town facility for a purpose that is acceptable to the Town that does not meet the definition and stated requirements of a Town Government Function, Related or Stakeholder Government Function, Jamestown Area Musician Function, Charitable Function, Public Function, or Private Party. Acceptable uses:

- Artist studio
- General storage for construction projects

Education/Enrichment Function: Any function open to the general public for the purpose of instruction, education or enrichment that will enroll at least five students may or may not charge a class fee, and will continue on an ongoing basis for a set period not to exceed eight weeks.

If a function does not meet the full definition and stated requirements of a Town Government Function, Related or Stakeholder Government Function, Jamestown Area Musician Function, Charitable Function, Public Function, Private Endeavor or Private Party; it shall be deemed to be a Commercial Enterprise.

Only those functions meeting the definition of a Town Government Function are covered under the Town's insurance policy.

3. Fees: This resolution relates to the following schedule of fees, charges and deposits and may be negotiable in some circumstances. The fees for each type of approved function are set forth in the attached Appendix A and Rental Agreement. Guidelines for use of Town facilities shall as set forth in Appendix B of this resolution. Persons using the Town Hall for an event must also indemnify the Town by executing Appendix C. Appendices must be executed whether or not fees are applicable except that Town Government events shall not be subject to appendices.

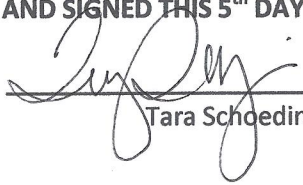
4. Priority of Use: Priority for use of Town facilities shall be in the order listed above with Town Government having the highest priority and commercial endeavors the least priority.

5. Repeal: This resolution repeals all previous resolutions associated with the establishment of rental charges for Town facilities.

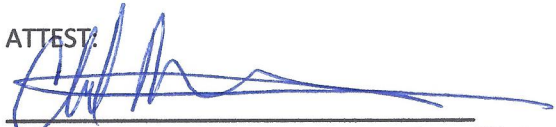
6. Applications: The Town reserves the right to reject any application, alter conditions or fees, for any reason as determined by the Town Board of Trustees

7. Effective Date: This resolution shall become effective immediately, upon approval by the Board and signature by the Mayor.

INTRODUCED, READ, ADOPTED, APPROVED, AND SIGNED THIS 5th DAY OF OCTOBER, 2015.



Tara Schoedinger, Mayor

ATTEST:


Chris Krolick, Interim Town Clerk Pro-Tem
Chad Drost

Appendix A and Rental Agreement
Town of Jamestown
Po Box 298, 118 Main Street, Jamestown 80455
303 449-1806

Schedule of Fees: Town Hall, Fire Hall*

	Town Government Function	Related Government, Stakeholders	Jamestown Area Musicians	Charitable Functions Note 1	Public Functions	Private Parties Note 3	Commercial Endeavors Note 5	Education/ Enrichment Function Note 1
Rental Fee	No fee	No Fee	No fee	\$150/day	\$150/day	\$150/day	\$150/day	\$150/day
Damage Deposit/Cleaning Deposit	None	\$150/day	Note 2	\$150/day	\$ 300	\$ 300	\$ 300	\$300
Tables, Chairs	Included	Included	Included	Included	Included	Included	Included	Included
Propane Charge**	No Charge	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour

* No alcoholic beverages may be consumed on the premises of the Fire Hall unless approved in writing by the Town Board.

**Applies from October 1 to April 30

Schedule of Fees: Community Barn

	Town Government Function	Related Government, Stakeholders	Jamestown Area Musicians	Charitable Functions Note 1	Public Functions	Private Parties Note 3	Commercial Endeavors Note 5	Private Endeavor Note 6	Education / Enrichment Function Note 1, Note 5
Rental Fee	No fee	No Fee	No fee	\$50/day	\$50/day	\$50/day	\$50/day	\$50/day	\$50/day
Damage Deposit/Cleaning Deposit	None	\$50/day	Note 2	\$50/day	\$50/day	\$50/day	\$50/day	\$50	\$100
Tables, Chairs*	Included	Included	Included	Included	Included	Included	Included	Not Included	Included
Propane Charge**	No Charge	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour	\$5/hour

* Community Barn Renters must pick up and return tables and chairs from Town Hall.

**Applies from October 1 to April 30

Schedule of Fees: Elysian Park or Town Square

	Town Government Function	Related Government, Stakeholders	Jamestown Area Musicians	Charitable Functions Note 1	Public Functions	Private Parties Note 3	Commercial Endeavors	Education / Enrichment Function Note 1, Note 5
Rental Fee	No Fee	No Fee	No Fee	\$50	\$50	\$50	Note 4	\$50
Damage/Cleaning Deposit	None	None	Note 2	\$100	\$100	\$100	Note 4	\$100
Tables, Chairs, Canopies*	None	\$50	None	\$50	\$50	\$50	\$50	Included

* Elysian Park or Town Square Renters must pick up and return tables and chairs from Town Hall

Note 1. The rental fee is waived for Jamestown Residents

Note 2. Terms in accordance with Town/JAM Memorandum of Understanding

Note 3. Rental fee is waived for funeral or memorial services

Note 4. Use Table below for calculating rental fee and damage deposit for commercial endeavors in parks and Town Square:

<u>Number of participants:</u>	<u>Rental fee:</u>	<u>Damage/Cleaning Deposit</u>
1-50	\$ 50.	\$100.
51-100	\$100.	\$200.
101-200	\$200.	\$400.
201-or more	\$500.	\$500.

Note 5. Fees for Education and Enrichment functions. Charges for such events will be based upon each session. The rental fee per session shall be \$50. The damage deposit shall be \$100 per session and will be returned, less any town costs for clean up after any session. A session is defined a series of classes meeting at regularly scheduled intervals over an eight week period. Longer periods require additional rental agreements(s).

Note 6. The Community Barn may be rented on a weekly basis for a period not to exceed four weeks for Personal Endeavors. The weekly charge shall be \$150 per week and shall include electricity. An additional propane charge of \$20 per week shall be applied for rentals between October 1 and April 30. Damage deposit shall be \$150. Longer periods require additional rental agreements(s).

General Note: Damage and cleaning deposits. Deposit will be returned after the premises have been inspected by Town staff. The Town reserved the right to hire a contractor to make repairs or clean the premises if inspection is unsatisfactory, in which case the deposit shall be withheld until any issues have been corrected. In this case, only the remaining balance, if any shall be returned.

**Appendix A (Continued)
Application and Rental Agreement**

Town Facility Requested: _____

Proposed Reason for Use: _____ Use Category: _____

Date of Event: _____ If multiple days, From: _____ To: _____ Time: From _____ To _____

Renter Name: _____ If non-Jamestown Resident, Sponsor Name: _____

Contact Name: _____ Contact Telephone: _____

Contact Address _____ Contact Email: _____

Rental Fee (non-refundable): _____ Table/Chair/Canopy Rental?: Y / N Total \$: _____

Number of Attendees Expected: _____ Cleaning/Damage Deposit Total \$: _____

Propane Charge for inside facilities, October 1 – April 30 only, \$5/hour: \$: _____

Total \$ Amount due at signing: _____ *Facility is not RESERVED until payment is received.*

Special Event Liability Policy? _____ If declined, see below and Initial here _____.

Acknowledgement: I agree to abide by the terms of the attached “Jamestown Facilities Rental Requirements” (appendix B to this agreement) and agree to restore the Town facility to original configuration, repair and condition within 24 hours of the end of my event. Deposits will be returned after the premises have been inspected by Town staff. The Town reserves the right to hire a contractor to make repairs or clean the premises if inspection is unsatisfactory, in which case the deposit shall be withheld until any issues have been corrected. In this case, only the remaining balance, if any shall be returned. I understand that the Town may deduct the actual cost of any repairs, cleaning or restoration from my deposit. If the cost of restoration is greater than the deposit amount, I agree to pay the difference within 10 days of presentation of an invoice for same.

Rental of the Town Hall does not include use of audio, visual, or lighting owned by the Jamestown Area Artists and Musicians organization. No alcoholic beverages may be consumed in or around the Fire Hall without the written consent of the Town Board.

I further acknowledge that I am responsible for damage to the facility, lost or stolen Town or personal property and harm to any person or property as a result of my event in accordance with Section E of Appendix B, “Jamestown Facilities Rental Requirements”. I agree to indemnify the Town, by executing Appendix C of this agreement.

This contract also constitutes an agreement to abide by all pertinent laws and ordinances governing the Town of Jamestown.

Renter’s Signature Date

(If applicable) Sponsor’s Signature Date

Approved: Mayor, Trustee or Town Clerk _____ Title _____ Date _____

TOWN OF JAMESTOWN
Appendix B to Resolution 8-33, Series 2016

JAMESTOWN FACILITIES RENTAL REQUIREMENTS

APPLICATION DATE: _____ Applicant Name: _____

GUIDELINES FOR RENTAL OF TOWN FACILITIES

(Where reference is made to the "Town Hall" requirements shall also apply to the Fire Hall)

A. Guidelines for Conserving Energy: (\$5.00 per hour for propane)

1. The heater should be turned on no earlier than one hour before any event. The thermostat should be set to a reasonable temperature but not more than 70 degrees.
2. The lights and heat in the Town Hall, restroom and Town Office must be turned off when the event is over and all doors locked. If lights are left on, a shut off fee of \$5 per day will be deducted from the cleaning/damage deposit.

B. Cleaning the Town Hall

1. The Town Hall floor shall be swept and wood portions mopped with vinegar/water; chairs and tables will be returned to original configuration by noon the following day. The restroom shall be left clean; and all trash must be removed from the facility.
2. If the Town Hall is not cleaned, or damage has occurred, the Town will return the facility to its original condition and deduct the cost from the cleaning/damage deposit. The cleaning will be performed by an outside contractor and any refundable balance of the cleaning/damage deposit will be held until the final invoice for cleaning or damage repair is received by the Town.
3. Chairs, Tables, Canopy Rental: Return the same day as use. Tables, chairs will be cleaned; canopies folded and put back in box(es). Cost of cleaning, packaging and repair will be deducted from the cleaning/damage deposit based on the principal outlined above.

C. Hazard Regulations:

1. Fire Safety: The fireplace may not be used at this time. It is not safe!
2. Legal capacity of the Town Hall is 150 people - not to exceed this amount.
3. Fire extinguishers and fireplace screen will be provided by the Town.
4. No smoking is permitted inside the building at any time.
5. The sale of alcohol is prohibited unless a SPECIAL EVENTS permit has been obtained from the Town Liquor Board under the regulations of the State of Colorado.
6. The responsible party shall not allow a the event to become a nuisance to residents or an impediment to persons using the public road to and from the facility. Noise levels shall be minimized and events shall be curtailed after 10PM Sunday through Thursday and midnight on Friday and Saturday.
7. Town Office is off limits at all times.

D. Applications:

1. Applications for the Town Hall rental are available in the Town Office and are approved by the Mayor, Town Board or Town Clerk.
2. Fees are collected by the Town Clerk: prior to reserving the facility.
Cleaning/damage deposits are refunded when, at the sole discretion of the Town, it has been determined that the facility has been returned to it's original condition.

E. Damages and Liability:

1. The Town does not provide liability coverage with this rental agreement. It is up to the applicant to provides sufficient liability coverage of apply for a one time Special Event Liability policy. The Town can arrange for it's carrier to issue such policy at the expense of the applicant. The premium must be paid at the time that the facility is reserved.
2. The applicant is responsible for indemnification of the Town and agrees to execute (sign) Appendix C, Indemnification agreement.
3. The applicant acknowledges that the scheduled event will not be covered by the Town Insurance policy or limits of liability afforded municipalities by the State of Colorado.

Acknowledgement:

As the Responsible Agent, I will follow the Town Hall Rental Guidelines unless changes, noted below, are agreeable to the Mayor, Trustees or Town Clerk. I agree to follow all applicable laws and Town ordinances while using the facility and will provide sufficient security and oversight to protect all who may be present at the event and all who may be influenced by the event. I understand that any deviation from these guidelines without permission of the Mayor, Trustees, or Town Clerk, could result in all or a portion of the cleaning/damage deposit being withheld.

RESPONSIBLE AGENT: Signed: _____ Date _____

APPROVED BY _____
(Signature of Mayor, Trustee or Town Clerk)

Signature _____ Date: _____

Notes- (must be initialed by both parties to be valid)

**APPENDIX C TO RESOLUTION #8-33, SERIES 2016
INDEMNIFICATION AND RELEASE PROVISIONS FOR USE OF THE
TOWN OF JAMESTOWN FACILITIES (TOWN HALL, FIREHALL, PARKS)**

- A. In consideration for being permitted to use the facilities of the Town of Jamestown, _____(Name of Person/Entity seeking permission to use Town facilities known hereinafter as "Applicant") agrees to indemnify and hold harmless the Town of Jamestown, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, mission, negligence, or other fault on the part of the Town, its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, APPLICANT agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the TOWN may deduct from the damage deposit collected by the TOWN pursuant to this agreement the full amount of such damage, loss or injury. APPLICANT further agrees that, if such damage, loss or injury exceeds the amount of the damage deposit, APPLICANT will promptly reimburse the Town for all costs associated therewith upon billing by the TOWN.
- C. In addition, in consideration for being permitting to use the facilities, APPLICANT, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the TOWN, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that APPLICANT may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the TOWN, its officers, or its employees, or from any other cause whatsoever.

Applicant(s) Signature _____ Date _____

Acknowledge _____ Date _____

Town Clerk, Mayor or Trustee

(To be attached to rental agreement)