

RESOLUTION 3-4, SERIES 2019
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 and Resolution #7, 2015, the Town established rental charges and other fees for use of Town facilities; and

WHEREAS, The Board now wishes to update regulations and policies associated rental of Town facilities, as well as contract and application forms; 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: (type of function)

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 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.

Jamestown Elementary School Function: Shall mean any school sponsored function, for any purpose related the Jamestown Elementary School in accordance with the current Memorandum of Understanding.

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 without first obtaining the approval of the Town Board of Trustees.

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, Jamestown Elementary School 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.

Section 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.

Section 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.

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

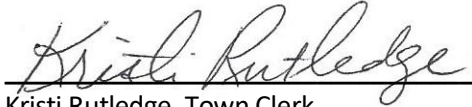
Section 6. Applications: The Town reserves the right to reject any application, alter conditions or fees, for any reason as determined by the Town Board of Trustees

Section 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 4th DAY OF MARCH, 2019.



Kenneth Lenarcic, Mayor



Kristi Rutledge, Town Clerk

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	JAM for Arts & Jamestown School	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. NOTE: the second floor of the Fire Hall is not ADA compliant and may not be used for public events or any event where wheelchair accessibility is necessary.

**Applies from October 1 to April 30

Schedule of Fees: Community Barn (Note 6)

	Town Government Function	Related Government, Stakeholders	JAM for the Arts & Jamestown School	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	JAM for Arts & Jamestown School	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 upon approval of the Board of Trustees. Rental may be calculated 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)
TOWN OF JAMESTOWN
Application and Rental Agreement for Town Hall or Fire Hall

Application to Use Town Hall or Fire Hall (to be completed by applicant):

Date of Request: _____ Date of Event: _____ Time of Event _____ Until _____

Proposed Use: _____ Town Hall _____ Fire Hall _____

Sponsor (Renter): _____ Contact Name: _____ Email: _____

Contact Address _____ Contact Telephone: _____

Rental Fees Determination (To be determined by Town Official):

Type of event- from Rates schedule: _____

Rental Fee _____

Damage/Cleaning Deposit _____

Propane Charge @ \$/5 hr. _____

Total Due \$ _____

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 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. 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.

Signature Date

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

Appendix A (Continued)
TOWN OF JAMESTOWN
Application and Rental Agreement for Town Square or Elysian Park

Application to Use Town Square or Elysian Park (to be completed by applicant):

Date of Request: _____ Date of Event: _____ Time of Event _____ Until _____

Proposed Use: _____ Town Square _____ Elysian Park Number attending _____

Sponsor (Renter): _____ Contact Name: _____

Contact Address _____ Contact Telephone: _____

Rental Fees Determination (To be determined by Town Official):

Type of event- from Rates schedule: _____

Rental Fee _____

Damage/Cleaning Deposit _____

Chairs & Tables: _____

Total Due \$ _____

Park Rules- Elysian Park:

- No digging or disturbance of ground cover. Canopy stakes must be less than 18 inches. All stake perforations must be filled in with clean dirt.
- Where large "event tents" are planned which require deeper penetrations a review of plans with Parks Committee chair will be necessary to discuss possible alternatives/remediation issues.
- No Vehicles in the park except for delivery or maintenance. Parking in approved lots only.
- No fires except in approved fire pit. No camping.
- Event Sponsors are responsible for packing out all generated trash and recycles.

Park Rules- Town Square:

- No digging or disturbance of ground cover.
- Where large "event tents" are planned which require deeper penetrations a review of plans with Parks Committee chair will be necessary to discuss possible alternatives/remediation issues.
- No fires except in approved fire pit. No camping.
- Event Sponsors are responsible for packing out all generated trash and recycles.

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 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. 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. 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.

Signature Date

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