

RESOLUTION 7, SERIES 2015
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 and Resolution #4, 2011, 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, Camp Jimtown, 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.

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.

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, 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 the provisions of Resolution #4, Series 2011 in its entirety.

6. 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 19 DAY OF MARCH, 2015.


Tara Schoedinger, Mayor

ATTEST:


Mary Ellen Burch, Town Clerk

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

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Schedule of Fees: Town Hall, Fire Hall or 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
Rental Fee	No fee	No Fee	No fee	\$150/day	\$150/day	\$150/day	\$150/day
Damage Deposit/ Cleaning Deposit	None	\$150/day	Note 2	\$150/day	\$ 300.	\$ 300.	\$ 300.
Tables, Chairs*	Included	Included	Included	Included	Included	Included	Included
Propane Charge**	No Charge	\$5/per hr	\$5/per hr	\$5/per hr	\$5/per hr	\$5/per hr	\$5/per hr

* Community Barn Renters must pick up and return tables and chairs from Town Hall.
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**Applies from October 1 to April

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
Rental Fee	No Fee	No Fee	No Fee	\$50	\$50	\$50	Note 5 Note 4
Damage/ Cleaning Deposit	None	None	Note 2	\$100	\$100	\$100	Note 5 Note 4
Tables, Chairs, Canopies	None	\$50	None	\$50	\$50	\$50	\$50

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:

Number of participants: Rental fee: Damage/Cleaning Deposit

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).

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

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Application:

Proposed Use: _____ Use Category: _____

Town Facility: _____ Date of Event: _____ From _____ To _____

Sponsor(Renter): _____ Contact Name: _____

Contact Address _____ Contact Telephone: _____

Rental Fees (non refundable) _____

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

Refundable Deposits Total _____

Amount due at signing _____ Facility is not RESERVED until payment is received.

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.

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 _____