

TOWN OF PLATTEVILLE, COLORADO
NOTICE AND AGENDA OF REGULAR MEETING

NOTICE OF REGULAR MEETING of the Platteville Board of Trustees will be held on
Tuesday, February 4, 2025, at 7:00 pm at 400 Grand Avenue, Platteville, CO.

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL

Mayor: Mike Cowper
Mayor Pro-Tem: Nick Ralston
Trustees: Larry Clark, Larry Hatcher, Hope Morris, Melissa Archambo, Steve Nelson
Staff Present: Troy Renken, Town Manager; Danette Schlegel, Town Clerk/Treasurer

5. APPROVAL OF THE AGENDA

6. AUDIENCE PARTICIPATION (*Public Comment Items not on the agenda*)

Trustees welcome you here and thank you for your time and concerns. If you wish to address the Board of Trustees, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address, then address the Trustees. Your comments will be limited to three (3) minutes. Board Members may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

7. APPROVAL OF THE CONSENT AGENDA

The Consent Agenda contains items that can be approved without discussion. Any Board Member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the Consent Agenda. Items removed from Consent will be placed under Action Items in the order they appear on the agenda. (This should be done prior to the motion to approve the agenda.)

- A. January 21, 2025 Meeting Minutes
- B. Municipal Court Collection Services Agreement - Integral Recoveries

8. PRESENTATIONS AND DISCUSSIONS

- A. Presentation on Colorado Special Districts - Overview, Organization and Use
Platte View Metropolitan District

9. ACTION ITEMS

- A. Special Districts Policy
- B. Business Enhancement Grant Program
- C. Impact Fee Study
- D. Airbound Colorado Rental Agreement (Harvest Daze)

10. REPORTS

- A. Parks, Trails & Trees Committee
- B. Recreation Committee
- C. Public Safety Committee
- D. Economic Development Committee
- E. Town Manager
- F. Mayor

11. ADJOURNMENT

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: January 21, 2025

AGENDA ITEM: Consent Agenda Items
➤ January 21, 2025 minutes
➤ Collection Services Agreement (Integral Recoveries)

DEPARTMENT: Legislative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

The regular monthly meeting minutes are presented for review and approval along with an agreement with Integral Recoveries to provide collection services for outstanding court fines imposed by the Municipal Judge. The previous collections company no longer provides these services so a new company was located and was referred by other municipal courts. I signed this agreement as I did the previous agreement since there are no costs by the Town but wanted the Board to be aware of it as all contracts need Board approval or ratification.

FINANCIAL CONSIDERATIONS

The collection services fee of 25% of the court fines received is added to the amount paid by the defendant and not paid by the Town.

RECOMMENDED ACTION

Move to approve the Consent Agenda as presented and for the Mayor to execute all documents.

ATTACHMENTS

January 21, 2025 Minutes
Collection Services Agreement (Integral Recoveries)

TOWN OF PLATTEVILLE, COLORADO
BOARD OF TRUSTEES MEETING MINUTES
Regular meeting of the Platteville Board of Trustees will be held on
Tuesday, January 21, 2025 at 400 Grand Avenue, Platteville, CO.
Mayor Cowper called the meeting to order at 7:10 pm

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor: Mayor Cowper
Mayor Pro Tem: Nick Ralston
Trustees: Larry Clark, Steve Nelson, Larry Hatcher, Hope Morris, Melissa Archambo
Absent: None
Staff Present: Troy Renken, Town Manager; Danette Schlegel, Town Clerk/Treasurer;
Tessa Yaste, Finance Clerk; David Brand, Public Works Director;
Kaie Vera, Town Attorney

APPROVAL OF THE AGENDA

Trustee Morris moved to approve the agenda as presented. Mayor Pro Tem Ralston seconded. All members are in favor.

AUDIENCE PARTICIPATION (*Public Comment Items not on the agenda*)

None

PRESENTATIONS & DISCUSSIONS

None

APPROVAL OF THE CONSENT AGENDA

Mayor Pro Tem Ralston moved to approve the consent agenda as presented. Trustee Hatcher seconded the motion. All members in favor.

ACTION ITEMS

PLATTE RIVER FARMS SUBDIVISION PLAT CONCEPTS

Since the Platte River Farms conceptual design or plat was last discussed, the Public Works Director and Town Manager have worked with EPS (formerly Northern Engineering) to develop several modifications to show what the property would look like with all 1-acre residential lots and also with larger 2.5-acre residential lots. These two additional concepts and the initial concept that includes the 10-acre industrial lot were presented for further discussion. No decision was made at this meeting as additional information was requested regarding sewer capacity which will be discussed again at a future meeting.

FEE SCHEDULE UPDATE

The Fee Schedule was initially discussed in December and was presented again with additional information on cemetery fees for consideration. The recommended fee updates also involve annual water and sewer base rates adjustments and modifications to several recreation fees. Trustee Morris moved to approve the fee schedule as presented by staff. Trustee Hatcher seconded the motion. All members in favor.

EMPLOYEE HANDBOOK UPDATE

Each year at this time a review of the Employee Handbook is completed by the Town Manager and Department Directors to see if there are any changes or edits that need to be made. This year the Public Works Director had one recommendation involving a modification to how on-call Public Works employees are compensated. Trustee Nelson moved to approve the amended Employee Handbook as presented. Mayor Pro Tem Ralston seconded the motion. All members in favor.

Reports

Rec./Seniors (written only)

Police (written only)

Public Works

Attorney

Town Manager

Mayor

ADJOURNMENT

Having no further business before the Board, the meeting was adjourned at 8:30 P.M.

Attest: Danette Schlegel, Town Clerk / Treasurer

Mike Cowper, Mayor

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT ("Agreement") made and entered into this 8 day of January 2025, by the Town of Platteville, CO (hereinafter referred to as "Client"), and Integral Recoveries, Inc. (hereinafter referred to as "Agency")

The parties agree as follows:

1. Scope of Services. Agency will provide Client with collection services consisting of Agency's normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor's account ("Account") to Agency.

2. Recovery and Agency Fee. Agency will retain and or offset twenty-five percent (25%) of all funds received on accounts placed for its services. Upon assignment, Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges, and restitution). Defendants will be directed to pay the Agency directly. Client grants and conveys to Agency full authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.

3. Term. Either party may terminate this Agreement by giving thirty days' written notice. Upon termination by notice, the parties may agree in writing that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client, in writing, of the filing for bankruptcy. Under no circumstance may an account be cancelled by Client simply due to Client receiving payment directly.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice with consideration to the disruption of Agency's operations.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. On or about the 15th day of each month, Agency shall remit to Client a statement containing a summary of the accounts listed with the Agency with the amounts collected during the prior month. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client, less its fees including fees owed on payments made directly to Client.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado.

12. Indemnification. Agency releases the client and will fully protect, defend, indemnify, and hold harmless the Town of Platteville, its officers, Town Council, directors, employees, agents, and representatives from and against any and all losses, claims of personal injury, death, or property damage, causes of action, costs, and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement.

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Terry Boe -President
333 W. Hampden Ave., #650
Englewood, CO 80110

If to Client:

Town of Platteville, CO
Veronica Williams- Court Administrator
400 Grand Ave
Platteville, CO 80651

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Non-waiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under Colorado Law.

18. Subject to Annual Appropriation: . Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

Town of Platteville, CO

BY: 

Troy Renken
Town Manager

Date: 1-28-25

Integral Recoveries, Inc.

BY: 

Terry Boe
President
Integral Recoveries, Inc.

Date: 1-28-25

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: February 4, 2025

AGENDA ITEM: Presentation on Colorado Special Districts

DEPARTMENT: Legislative

PRESENTED BY: Platte View Commerce Center Development Team

SUMMARY

In November the Town completed the annexation and zoning for the Platte View Commerce Center located on the northwest corner of Highway 66 & CR19 for the development of a 9-lot industrial park. The development team has requested time to make a presentation on how Colorado Special Districts are established and function and then discuss more specifically the special district (service plan) proposal for the Platte View Commerce Center.

The development team initially requested an hour study session for the presentation but since there's only a few actions items on the regular meeting agenda I placed this under Presentations & Discussions and advised them they have approximately 45 minutes for the presentation which they agreed to.

FINANCIAL CONSIDERATIONS

None (only metro district property owners)

RECOMMENDED ACTION

Presentation Only - No Action Requested

ATTACHMENTS

Colorado Special Districts & Platte View Metropolitan District Presentation

Colorado Special Districts & Platte View Metropolitan District

TOWN OF
PLATTEVILLE
FEBRUARY 4,
2025

What is a Special District

Colorado Local Government – Created and Governed by
Colorado Statutes and Laws

Types include:

- a. Water Districts
- b. Sewer Districts
- c. Park and Recreation Districts
- d. Metropolitan Districts

How Many?

- Over 2,400 Metropolitan Districts
- Over 260 Water, Sanitation and Water and Sanitation Districts

Purpose

- Provide public infrastructure and public services

Overview

- Purpose
- Formation
- Governance
- Open Meetings
- Transparency
- Powers
- Revenue and Debt



Purpose

- Construction of Public Improvements
- Financing of Public Improvements
- Provide Operations and Maintenance of Public Improvements including streets, stormwater facilities, parks and open space

Formation

Special Districts are Primarily Governed by the Colorado Special District Act, §§ 32-1-101 to -1807, C.R.S.

- **Three Main Steps to Formation**
 - Service Plan
 - Court Hearings
 - Election
- **Service Plan**
 - Prepared by persons requesting organization of the Special District
 - Reviewed and approved by the “Approving Authority” – Board of County Commissioners OR Governing Body of Municipality
- **District Court – Part A**
 - Petition requesting organization and Order calling an Organizational Election
- **Organizational Election**
 - Only voted on by those within the boundaries of the proposed special district
 - Initial Board of Directors, Organization, Authority to Impose Taxes and Borrow Money
- **District Court – Part B**
 - After the Election (assuming questions pass), Order and Decree organizing the District

Governance

- **Board of Directors – Governing Body**
 - Typically, 5 “Eligible Electors” of the District (could be 7)
 - Colorado voters; and
 - Reside in the District or have an Obligation to Pay Taxes to the District
- **Elected Seats**
 - Staggered 4-Year Terms
- **Non-Partisan**
- **Owe Fiduciary Duty to the District and its Constituents**

Open Meetings

- Special Districts are subject to Colorado's Open Meetings Law (Sunshine Law), §§ 24-6-401, *et seq.*, C.R.S.
- Meeting Notice posted at least 24-Hours Prior to Meetings
- Meetings are Open to the Public
- Meetings Can be Held Virtually or In-Person



Transparency

- Order and Decree organizing the District is recorded in County's real property records
- Transparency Notice
 - Annual notice of District information, including regular meeting schedule, current property taxes, contact information and election information
- Filings with State Agencies
 - Colorado Department of Local Affairs – Database of Active Local Governments
 - Budgets
 - Service Plan
 - Maps
 - Colorado State Auditor's Office – Annual Audits
- Subject to Colorado's Open Records Act, §§ 24-72-201, *et seq.*, C.R.S.
 - Public records of the District are open to inspection by the public

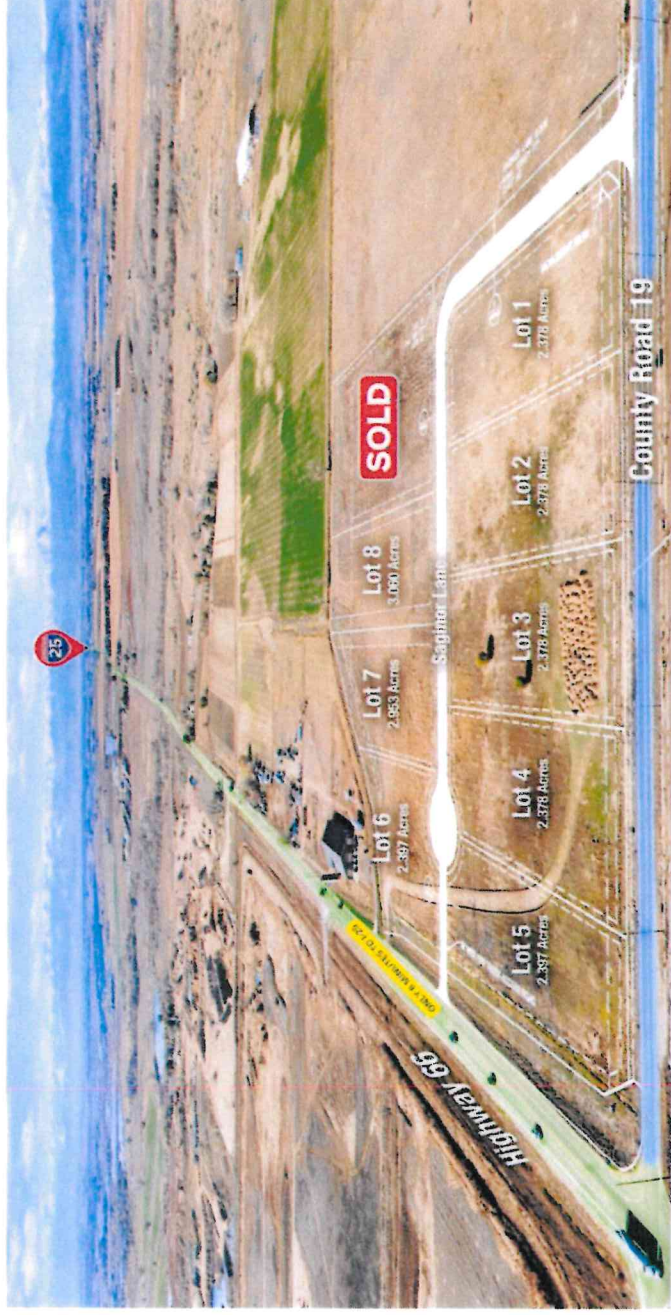
Powers

- Special Districts can provide for the construction and operation of the following:
 - Street improvements
 - Water facilities and services
 - Sanitation and stormwater facilities and services
 - Park and recreation facilities
 - Traffic-related safety improvements
 - Transportation facilities and services
 - Television relay and transmission facilities and services
 - Mosquito control
 - Covenant enforcement and design review services
- **Special Districts have the power to:**
 - Levy taxes and assess fees, rates, tolls, charges and penalties
 - Issue bonds and other forms of financial obligations

Revenue and Debt

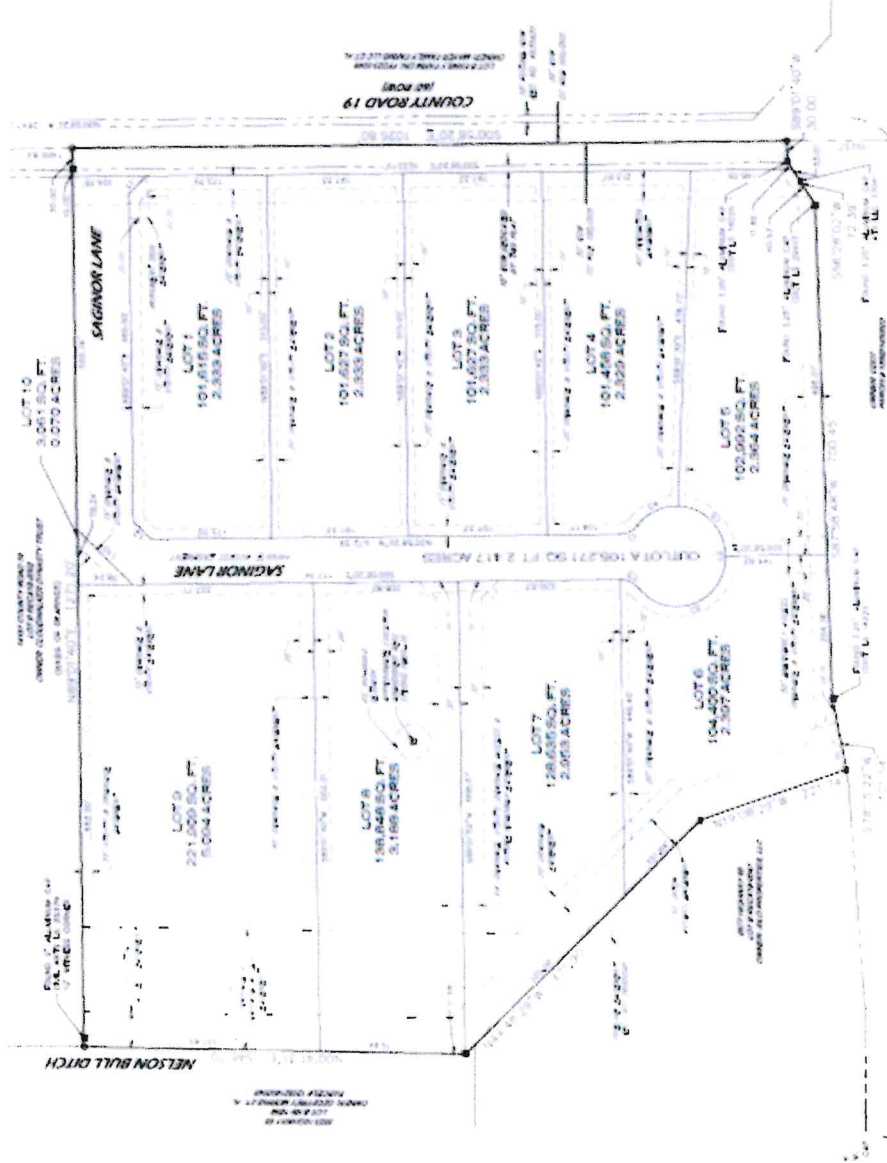
- Revenue
 - Ad valorem property taxes
 - Fees, rates, tolls, charges and penalties
- Debt
 - Tax-Exempt Bonds
 - Tax-Exempt Bank Loans

Platte View Metropolitan District

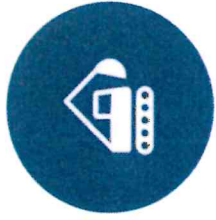


Platte View Commerce Center - Project Overview

- Platte View Commerce Center, LLC - Developer and Builder
- Currently vacant property



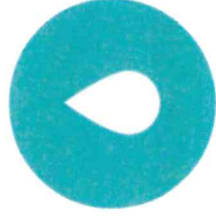
Platte View Commerce Center – Primary Challenges



CONSTRUCTION
OF ROADS



STORMWATER
CONTROL



WATER MAINS



TRAFFIC
CONTROL



Platte View Metropolitan District

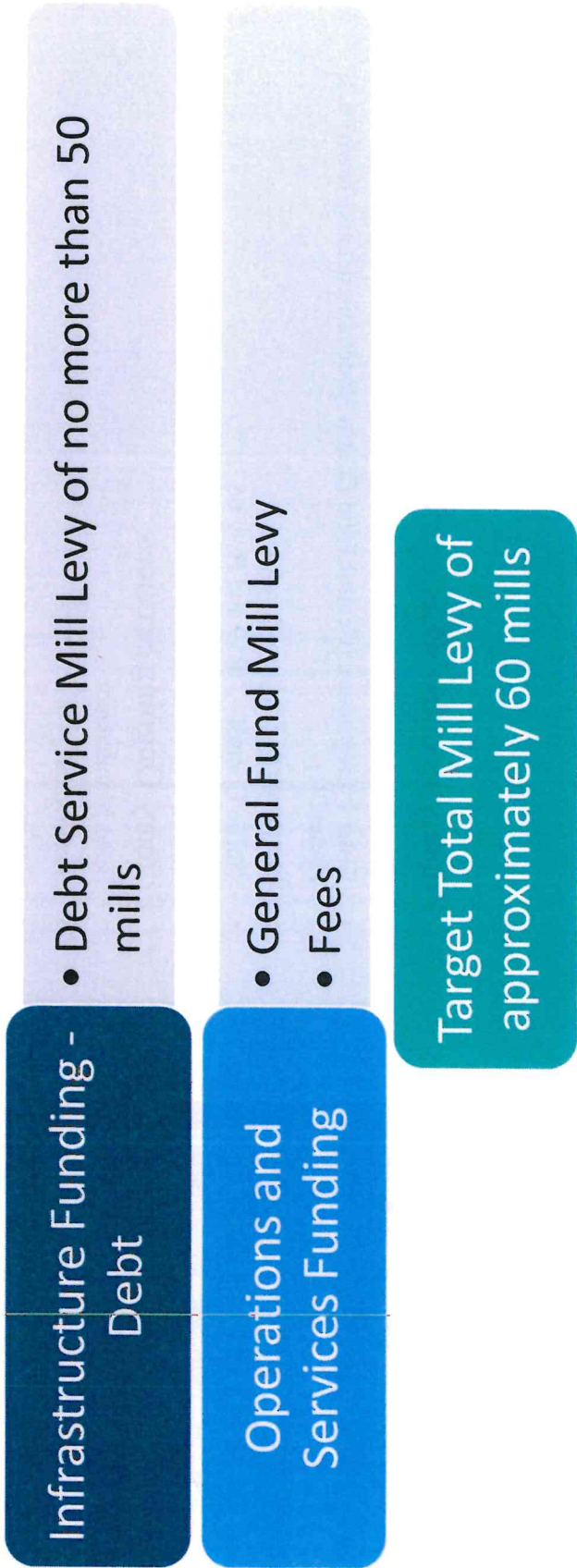
- Single District
- Provide organized public infrastructure and services for the center
- Most efficient way to provide long-term public infrastructure and services to the center



Platte View Metropolitan District – Services

- **Primary Required Public Infrastructure**
 - Streets
 - Water Infrastructure (Central Weld County Water District and Town of Platteville)
 - Stormwater
 - Traffic Control – CR19 and Hwy 66
- **Primary Ongoing Services**
 - Road Maintenance
 - Stormwater
 - Covenant enforcement and design review services

Platte View Metropolitan District – Revenue Sources



Platte View Metropolitan District – Infrastructure Funding – Debt

Maximum Debt Amount of \$7.185 million

- Paid primarily with Debt Service Mill Levy
- Estimated Maximum Project Fund of \$5.42 million

Amount Limited to:

- Eligible Costs
 - Estimated Public Improvement Costs of \$3.7 to \$4 million
- District's ability to repay based on market conditions at time of issuance
 - Value of Property
 - Market Interest Rate

Platte View Metropolitan District – Operations Funding

Mill Levy

- Initially Estimated at approximately 10 mills

Fees

- Not anticipated to be required

No Owner's Association

Platte View Metropolitan District – Timeline



Approval of Service Plan by
Town of Platteville – March
2025



Petition for Organization Filed
with Weid County District
Court

Public Hearing

Court Order re Election on
Organization, Taxes and Debt in May
2025



May 2025 Election



District Court Order Creating
the District



Platte View Metropolitan District - Satisfies Requirements for Organization of a District

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or other existing municipal or quasi-municipal corporations, including existing special District, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted by the Town.
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

Questions?





Agenda Item Cover Sheet

MEETING DATE: February 4, 2025
AGENDA ITEM: Special Districts Policy
DEPARTMENT: Administrative
PRESENTED BY: Troy Renken, Town Manager

SUMMARY

Due to developers requesting that the Town consider the approval of special district service plans to pay for the costs of installing infrastructure and public improvements, the Town Attorney is recommending the adoption of a Special Districts Policy to assist in regulating the service plans. The proposed policy for reviewing service plans provides the general requirements and standards for the development of service plans along with ensuring that special districts are financially stable to fund the construction of required infrastructure and public improvements.

FINANCIAL CONSIDERATIONS

The proposed Special District Policy imposes a one-time application fee to process and adopt the service plan along with a small annual fee to continually review the service plan to ensure it remains a stable and consistent taxing authority for the development.

RECOMMENDED ACTION

Move to approve the draft Special District Policy as presented or amended and to authorize the Town Attorney to present a final Special District Policy for Board approval during an upcoming meeting.

ATTACHMENTS

Special Districts Policy

TOWN OF PLATTEVILLE POLICY FOR REVIEWING SERVICE PLANS FOR SPECIAL DISTRICTS

I. Introduction

The Board of Trustees (the "Board") wishes to protect current residents from paying costs associated with new development. Further, the Board wants to ensure that prospective buyers of property in a special district ("District") are made aware of the taxes they will be subject to in the District, as well as how they will be able to participate in governance of the District. Additionally, the Board wishes to confirm that taxes imposed by a District on future residents of the District are reasonable and not used as a means to generate excessive profits for developers of property in the District.

To help achieve these goals, this policy ("Policy") establishes criteria, guidelines and processes to be followed for applications requesting approval by the Board of service plans for the organization of special districts or amendments to such plans, as provided in the Colorado Special District Act, Article 1, Title 32, C.R.S. (the "Act"). The Act provides that a special district is a quasi-municipal corporation and political subdivision that can be organized within the boundaries of a municipality provided the municipality's governing body approves by resolution the proposed service plan for the District.

Under the Act, the service plan constitutes the document that delineates the specific powers and functions the District can exercise, including the facilities and services it can provide, the taxes it can impose and its permitted financial arrangements (the "Service Plan"). The Act requires each District to conform to its Service Plan.

II. Policy Statements and Objectives

A. It is the Town's Policy to approve a District service plan or an amendment to an existing service plan only when:

1. The service plan includes clear notice requirements such that all prospective buyers of property within the District will have sufficient time, information on District taxes they will be subject to, and information on the District governance structure and how they can participate, to make an informed decision on buying property within the District;

2. The applicant demonstrates it is not possible to finance the public infrastructure proposed to be constructed within the District without imposing the proposed taxes in the District; and the project cash flows, including revenue from land sales, home sales, building rentals, and fees and taxes collected by the District, do not generate a rate of return ("ROR") that exceeds 12% to 15% (the typical market minimum acceptable rate of return ("MARR") for housing development); and

3. The District and development within the District reflect the Town's existing long-term strategic planning documents, such as the [Capital Improvement Plan](#); [Economic Development Strategic Plan](#); [Main Street Design Concept Final Plan](#); [Main Street Infrastructure Improvements](#); [Weld County 2021 Multi-Jurisdictional Hazard Mitigation Plan](#); [Platteville Storm Drainage Criteria Manual](#), [Platteville Street Criteria Manual](#); [Platteville Water and Sewage Criteria](#)

Manual and applicable Sub-Area Plans. To determine whether a proposed District or service plan amendment reflects the Town's strategic priorities, the Town may consider: ways in which the proposed improvements exceed the Town's minimum requirements and standards; ways in which the existence of the District facilitates the strategic priorities; and any other factors the Town deems relevant under the circumstances. The Town will rely on the Town's development review process and associated requirements to confirm the proposed development reflects the Town's Strategic Priorities.

B. The approval of a service plan, or amendment of an existing service plan, is at the sole discretion of the Board of Trustees. The Board of Trustees may reject, approve, or conditionally approve service plans and amendments on a case-by-case basis. Nothing in this Policy is intended, nor shall it be construed, to limit this discretion of the Board, which retains full authority regarding the approval, terms, conditions and limitations of all service plans.

III. Evaluation Criteria

To provide the Board of Trustees with information and an assessment consistent with this Policy, staff will review and report on District service plan proposals in the following areas:

1. Adequate Notice and District Governance: The Town will review the proposed service plan or service plan amendment to evaluate the applicant's materials to confirm the service plan includes clear notice requirements such that all prospective buyers of property within the District will have sufficient time, information on District taxes they will be subject to, and information on the District governance structure and how new residents can participate, to make an informed decision on buying property within the District.

2. Financial Assessment: All proposed service plans shall include a Financial Plan, including full sources and uses of funds. If specifically requested by the applicant, the Town will maintain sources and uses of funds information as "Proprietary and Confidential Business Information, Not for Public Disclosure" to the extent permitted by law. Using the District's Financial Plan, and other supporting information which may be necessary, the Town Manager and Finance Director or their designees will evaluate a District's debt capacity, servicing ability, and other factors to confirm:

- a. It is not possible to finance the public infrastructure proposed to be constructed within the District without imposing the proposed taxes in the District;
- b. The service plan identifies adequate resources, including appropriate coverage ratios and reserves to cover the District's costs of financing the public infrastructure; and
- c. The project cash flows, including revenue from land sales, home sales, building rentals, and fees and taxes collected by the District, does not generate a ROR that exceeds 12% to 15% (the typical MARR for housing development).

3. Strategic Priorities: To comprehensively and consistently evaluate District service plan proposals, an interdisciplinary staff team, including representatives from Planning, Finance, Administration, Recreation, Public Works, Public Safety and others as appropriate, will be formed. This team will review the service plan to assess the economic, environmental, and social impacts of the District proposal consistent with this Policy and Town goals and objectives.

4. Evaluation Report: Town staff will evaluate all service plans for compliance with this Policy and prepare a report and recommendations for consideration by the Board of Trustees during a public hearing at a regularly scheduled Board meeting.

IV. Process

A. Process Overview: The application process is designed to provide early feedback to an applicant, adequate time for a comprehensive staff review, and the appropriate steps and meeting opportunities with decision makers.

B. Letter of Interest: Applicant must provide Town with a Letter of Interest and pre-application fee (refer to fees below). The Letter of Interest shall contain the following:

1. Proposed notice requirements to ensure that all prospective buyers of property within the District will have sufficient time prior to closing a purchase, information on District taxes they will be subject to, and information on the District governance structure and how they can participate, to make an informed decision on buying property within the District.

2. Summary of the District's governance structure, including composition of the District's Board of Directors (the "District Board"), qualifications for election to the Board, how and when elections for District Board positions will be conducted, when and where District Board meetings will take place, how notice of District Board meetings will occur, and other relevant matters ensuring equitable representation on the District Board by owners of property within the District.

3. Service plan specifics, including: District powers and purpose; District infrastructure and costs; maximum mill levy rate and term (both debt, and operations and maintenance); term of District; forecasted period of build-out and assessed valuation; proposed timeline for formation; and current development status of property.

4. Clear justification for why a District is needed, including a full sources and uses of funds ("SUF") reflecting the projected ROR on the project. The SUF shall be submitted in the format of the Town's Pro Forma Template. If the applicant would like the SUF to remain confidential, the applicant shall mark the SUF file as "Proprietary and Confidential Business Information, Not for Public Disclosure" (the Town cannot guarantee the confidentiality of the SUF).

C. Staff Response to Letter of Interest: Staff will provide a written response to a Letter of Interest within 30 days of receipt and payment of the pre-application fee.

D. Preliminary Meeting (Optional): Based on an initial review of the Letter of Interest, the applicant may meet with staff to discuss the District proposal, potential public benefits, initial staff response, the evaluation process, fees, and other application elements.

E. Application: After considering staff response and recommendations, the applicant may submit an application for consideration, which shall include the Service Plan and a narrative in which the applicant highlights any provisions that deviate from this Policy. The application and application fees must be received by the Town no later than the third Tuesday of December in the preceding year for a spring election (May) or the third Tuesday of May for a fall election

(November). The Town cannot commit to timely processing of applications submitted after these dates.

F. Town Review: The Town will review the application along with any follow-up documentation that is requested to assess the application according to this Policy and applicable law.

G. Study Session (optional): Based on the magnitude and complexity of the District proposal, staff may recommend a Study Session with the Board of Trustees.

H. Public Hearing: The Board of Trustees will conduct the public hearing at a regular or special Board meeting to consider a resolution approving the Service Plan. In compliance with the Act, the applicant must notice the public hearing.

V. **Service Plans**

A. Purpose: Each Service Plan should memorialize the understandings and agreements between the District and the Town, as well as the considerations that compelled the Town to authorize the formation of the District.

B. Requirements: In addition to all other information required in a Service Plan by the Act, each Service Plan must include the following:

1. *Financial Plan*: The Service Plan must include debt and operating financial projections prepared by an investment banking firm or financial advisor qualified to make such projections. The financial firm must be listed in the Bond Buyers Marketplace or, in the Town's sole discretion, other recognized publications as a provider of financial projections. The Financial Plan must include debt issuance and service schedules and calculations establishing the District's projected maximum debt capacity (the "Total Debt Limitation") based on assumptions of: (i) Projected Interest Rate on the debt to be issued; (ii) Projected Assessed Valuation of the property within the District; and (iii) Projected Rate of Absorption of the assessed valuation within the District. These assumptions must use market-based, market comparable valuation and absorption data and may use an annual inflation rate of 3% or the Consumer Price Index for the preceding 12-month period for the Denver-Boulder-Greeley statistical region as prepared by the U.S. Department of Labor Statistics, whichever is lesser.

2. *Total Debt Limitation*: The total debt authorized in the Service Plan must not exceed 100% of the projected maximum debt capacity as shown in the Financial Plan.

3. *Costs*: The Financial Plan must include foreseeable administrative, operational and maintenance costs, as well as a summary of public improvements to be constructed or installed by the district (the "Public Improvements"). The description of these Public Improvements must include, at a minimum: a map and construction drawings; a written narrative and description of the Public Improvements; a general description of the District's proposed role with regard to the same; and a list of those Public Improvements that the District commits to maintain, which shall be consistent with all other planning and land use documents related to the development for which the District is created, including without limitation, development agreements, maintenance agreements, plats, and site plans. Maintenance plans shall comply with the Platteville Municipal Code and the adopted Town standards and specifications.

4. *Intergovernmental Agreement:* The proposed intergovernmental agreement between the Town and the District must be included.

VI. Fees

A. No request to create a District shall proceed until the fees set forth herein are paid. All fees shall be nonrefundable.

B. Applicable fees are as follows:

1. *Application Fee:* \$7,500.

2. *Annual Fee:* \$500 per District.

3. *Non-Model Service Plan Fee:* A service plan with any substantial deviation from this Policy shall be subject to an additional non-refundable fee of \$5,000 at the time of application. The Town shall in its sole discretion, determine if a draft Service Plan proposes a substantial deviation from this Policy.

4. *Service Plan Amendment:* \$2,500.

5. *Other Expenses:* If the fees above are not sufficient to cover all the Town's other expenses, the applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the Town in the process of reviewing the draft Service Plan or amended Service Plan prior to adoption, documents related to a bond issue and such other expenses as may be necessary for the Town to incur to interface with the District, the Town may require an additional fee, which shall be reasonably related to the Town's expenses.

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: February 4, 2025

AGENDA ITEM: Business Enhancement Grant Program

DEPARTMENT: Administrative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

During the past year this grant program was discussed on several occasions and the Board authorized \$50,000 in the Economic Development & Planning section of the budget to launch the program this year. The Platteville Foundation, in which the Board of Trustees are the Directors of, would be a good means of managing the grant program since it is an established 501c3 non-profit corporation and can also accept donations and provide tax deduction opportunities. As this program develops, I would like to establish a special revenue fund in the budget for the Platteville Foundation to manage the grants to allow detailed tracking of funding for each application.

I've developed a basic grant application form that includes a program summary for the Board to review and discuss during the meeting.

FINANCIAL CONSIDERATIONS

Potential of \$50,000 in Town provided grant funding to help local businesses enhance their buildings and properties.

RECOMMENDED ACTION

Move to approve the draft Business Enhancement Grant Application and authorize the Town Manager to finalize the program guidelines and application process for final approval by the Board during an upcoming meeting.

ATTACHMENTS

Draft Business Enhancement Grant Program Application



Platteville Foundation

Business Enhancement Grant Application

The Platteville Foundation, a nonprofit corporation established by the Town of Platteville in 2019, has developed a Business Enhancement Grant Program to assist local businesses to enhance or improve buildings and properties. The program offers matching grant funds up to a maximum amount of \$5,000 (\$2,500 business investment = \$2,500 Town match) to complete a variety of improvements that would benefit the business to provide needed building and property upgrades.

The Program will be managed by the Town Manager under the direction of the Platteville Foundation Board of Directors. Applications will be accepted on a quarterly basis throughout the year with grant awards announced in January, April, July, & October. This is a reimbursement program in which successful applicants must submit receipts of qualified expenses in order to be reimbursed for 50% of the spent amount up to the total grant award.

For a local Platteville business to be considered for this grant program the business owner must complete the following information and indicate the purpose(s) for which the funds are needed for from the qualified categories. If the business is leased by a tenant the property owner must either complete or authorize the application for the tenant.

Applicant Information

Name of Business: _____

Owner: _____
Last First MI

Tenant (if applicable): _____

Business Address: _____

Business/Property Owner Phone: _____ Business Phone: _____

Business/Property Owner Email: _____

Qualified Grant Expense

- | | |
|---|---|
| <input type="checkbox"/> Paint & Supplies (Exterior or Interior) | <input type="checkbox"/> Door / Window Replacement |
| <input type="checkbox"/> Siding Repair / Replacement | <input type="checkbox"/> Landscaping Upgrades |
| <input type="checkbox"/> Exterior Signage Purchase / Replacement | <input type="checkbox"/> Parking Lot Repair / Painting |
| <input type="checkbox"/> Electrical / Plumbing / Utility Upgrades | <input type="checkbox"/> Equipment / Furnishings Upgrades |
| <input type="checkbox"/> Flooring Repairs / Replacement | <input type="checkbox"/> Contractor Expenses |

Grant Funds Requested: \$ _____ Date Needed: _____

- Grant funding may not be used for normal operational expenses including payroll and benefits, insurance, utilities and supplies or other standard operational costs.
- Grant awards are valid for 6 months from the Notice of Award by the Platteville Foundation Board of Directors.

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: February 4, 2025

AGENDA ITEM: Impact Fee Update Proposal

DEPARTMENT: Administrative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

As new industrial and commercial development continues to show strong interest in Platteville the Town Manager has been reviewing all development and impact fees and is requesting an updated study be completed to ensure the non-residential impact fees are both appropriate and competitive to surrounding communities. In 2015 the BBC Research & Consulting Firm was contracted to complete the initial study and upon request by the Town Manager has presented a proposal to complete the non-residential impact fee update. The initial study involved the completion of a full analysis which cost \$54,495 and the proposed cost to complete the updated study is \$20,000. Prior to 2015 the Town's impact fees consisted of Parks, Storm Drainage and Transportation and based upon the original study additional impact fees were included consisting of Public Facilities and Police. The only impact fee that is not assessed for non-residential development is the Park Impact Fee.

FINANCIAL CONSIDERATIONS

The Impact Fee Study update is not a budgeted item but could be paid from the new Development Investment line item in the Planning, Zoning & Economic Development section of the General Fund.

RECOMMENDED ACTION

Move to approve the proposal from BBC Research & Consulting in the amount of \$20,000 to complete an updated study to determine appropriate costs for non-residential impact fees

ATTACHMENTS

BBC Proposal



January 22, 2024

Mr. Troy Renken
Town Manager
Town of Platteville
Shared via email

Re: Town of Platteville Non-residential Development Impact Fee Update

Dear Mr. Renken,

BBC Research & Consulting (BBC) is pleased to submit this proposal to calculate updated development impact fees for the Town of Platteville. The scope of work contained in this proposal reflects the requirements for impact fee design set forth in Colorado Revised Statutes (CRS 29-20-104.5).

Background and Objectives

The Town of Platteville in northern Colorado charges development impact fees for residential and non-residential development. The town expects future development to include several large, non-residential developments, potentially including industrial, commercial, and institutional buildings. In anticipation of these developments, the town would like to update its non-residential impact fees to ensure they are reflective of the impacts that new non-residential development will have on the town's capital facilities.

The objective of this project is to work with the town's staff to develop an updated schedule of non-residential development impact fees that reflect the town's infrastructure requirements and strategic objectives. The fee schedule will recover the capital cost that new non-residential development places on the town's capital facilities while conforming with the impact fee requirements defined in C.R.S. 29-20-104.5 and federal case law.

- Traffic volumes
- Employees per KSF
- Amount of commercial, institutional, and industrial space
- Devise ratios that will define the service standards of the community
- Determine appropriate public facility metrics and document capital standards/future needs for each category
 - Square footage and capital cost of buildings and specialized fixtures
 - Current land holdings and value, future land acquisitions
- Document current long-term capital financing obligations and identify infrastructure that has been acquired with still outstanding borrowed funds

TASK III—Calculation of Preliminary Development Fees

- Quantify capital costs
- Quantify unit costs (data from Task II to derive \$/unit or \$/sq. ft. for capital)
- Calculate revenue credits (bonded indebtedness), if appropriate
- Prepare fee schedules and spreadsheets
- Develop preliminary fee schedule

TASK IV—Impact Fee System Final Design and Documentation

- Final impact fee calculations
- Develop a general plan for implementation, updating and administration of proposed fees in consultation with the department and their attorney
 - Review and finalize fees
 - Complete implementation and administration recommendations
 - Draft report
 - Town review and presentation to Town Council
- Final report and impact fee schedule

Administration and Schedule

This project will be under my direction with support from experienced BBC staff. Professional and direct costs for this project as scoped will not exceed \$20,000. This fee includes all professional time as well as any direct costs such as local travel. BBC will invoice our time and expenses on a monthly basis and payments are due within 30 days of receipt. In terms of schedule, we can complete the study no later than the end of May 2025 assuming timely



Agenda Item Cover Sheet

MEETING DATE: February 4, 2025

AGENDA ITEM: Airbound Rental Agreement (Harvest Daze)

DEPARTMENT: Administrative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

Airbound Colorado contacted me to confirm which amusement rides we want to rent for Harvest Daze this year and to complete a rental agreement to reserve the rides as they are only available on a first come first served basis. The past few years the Town has rented 4-5 basic amusement rides and provided those at no costs during Saturday on Harvest Daze which I believe is a very appreciation attraction for our youth to enjoy. This year Airbound has a Trackless Passenger Train available that I would like to rent in place of one of the rides as it could be used in the parade and then at the ballfields. The train would allow a nice ride for parents with smaller children while the older children can ride on the Reckless, Ballistic Swing and Phantom's Revenge rides. I've included pictures of the train and rides for review.

FINANCIAL CONSIDERATIONS

The Harvest Daze Fund has \$15,000 budgeted for Youth Activities that includes rentals from Airbound Colorado and an annual donation to the Grandview Church in Mead for providing bounce houses and snacks for the youth on Friday and Saturday of Harvest Daze.

RECOMMENDED ACTION

Move to approve the agreement with Airbound Colorado in the amount of \$12,800 to provide four amusement rides for this year's Harvest Daze event on Saturday, August 16, 2025

ATTACHMENTS

Airbound Colorado Agreement
Amusement Ride Pictures



AIRBOUND

A Division Of COLORADO JUMPS INC
 Phone: (970) 613-4343
 P.O. Box 273008 - Fort Collins, CO 80527-3008

AIRBOUND EVENT SERVICES CONTRACT

Invoice ID # 247816 | Salesperson: Christopher Woods | Contract Date: 1/29/25

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

<p>CLIENT INFO:</p> <p>Name: Troy Renken Organization: Town of Platteville Phone: 970-785-2245 Email: trenken@plattevillegov.org Address: 400 Grand Avenue Platteville Platteville, 80651</p> <p>EVENT INFO:</p> <p>Event Date: Saturday, August 16, 2025 Event Times: 10:00 AM - 4:00 PM Event Location: Platteville Community Center Ball Fields Parking Lot Event Address: 508 Reynolds Avenue Platteville, CO 80651</p> <p>Event Name: Harvest Daze Event</p>	<p>Primary Event Contact: Troy Renken Primary Contact Phone: 970 397 7733 / David's is 970 539 3001 Primary Contact Email: trenken@plattevillegov.org</p> <p>PACKAGE SUMMARY:</p> <p>Trackless Passenger Train - ELECTRIC - \$1,400.00 Reckless Amusement Ride - \$3,800.00 Ballistic Swing - \$3,800.00 Phantom's Revenge Amusement Ride - \$3,800.00 **Airbound Staff Included** - \$0.00 **Power Provided By Client** - \$0.00 *Set Up & Delivery* - \$0.00</p> <p>Discount (-): \$0.00</p> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> <table border="1"> <tr> <td>Package Total:</td> <td>\$12,800.00</td> </tr> <tr> <td>Paid:</td> <td>\$0.00</td> </tr> <tr> <td>Balance:</td> <td>\$12,800.00</td> </tr> </table>	Package Total:	\$12,800.00	Paid:	\$0.00	Balance:	\$12,800.00
Package Total:	\$12,800.00						
Paid:	\$0.00						
Balance:	\$12,800.00						

EVENT DETAILS & CONTRACT NOTES:

Time block is flexible change time as needed. Please note added time may result in increased package total.

Standard set-up time included is prior/ consecutive to our event start time as needed based on Airbound equipment requirements. Additional charges may apply for early or restricted set-up requirements placed on Airbound by the client. This time will be determined by Airbound within 7 days of the event date.

CLIENT, PLEASE PROVIDE POWER AS NEEDED WITHIN 100' OF THE EQUIPMENT. Power is required for the full Set-Up/ Event/ Tear-Down. Please note, if the proper amount of power is no provided, the equipment will be unable to operate. If you feel that power may be an issue, please ask us for more information and pricing for Airbound to provide power for your event.

All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event.

Please be aware that Airbound will need DIRECT access to drive equipment into place on roads, grass, pavement, etc. Trucks and trailers may not be able to make sharp turns. An entrance without curbs is preferred. If curbs are unavoidable, they must be solid. Due to the weight of our vehicles/trailers, Airbound is not responsible for any cracks, breaks or damage to the areas we will drive on. Area must be flat and free of trees, wires, etc. If direct access is not available, arrangements MUST be made at least two weeks in advance and will require additional set-up charges for equipment and time/ scheduling.

Please note: Large equipment may arrive at various times and access to the site is required until our event start time listed on this contract.

Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site. IMPORTANT NOTE: Due to busy dates, events cannot be cancelled on holidays. Events cannot be re-scheduled on holidays or our peak/busy season during August or September dates.

Please note as stated in the contract: Any and all venue requirements, details, responsibilities and all associated fees (i.e. Permits to include but not limited to: state, power, parking, Union/Labor, work orders for load in and load out, out-of-state requirements, additional engineering not required by the manufacturer or any associated fees/responsibilities) that occur from the venue for set up, operations or tear down will be the responsibility of the client for the event. This will include any and all fines assessed to the contractor or client for lack of knowledge, details or direction as the sole responsibility of client. If the venue has requirements of the contractor not required by our state requirements and responsibilities, additional event fees may apply.

PLEASE READ CAREFULLY.

This agreement is entered on the date specified on page 1, by and between the "CLIENT" or organization listed above and Colorado Jumps, Inc. dba Airbound, hereinafter known as "Airbound" or the "Contractor", once digitally signed. This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and Client.

1. SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated on page 1. d) Airbound does not allow its equipment to run unattended. If volunteers are agreed to in this contract, they must be present at the equipment during the entire event for the equipment to operate. e) Contractor agrees to comply with all ordinances, rules, regulations, and all statutes of the State of Colorado or State at which the event takes place, and other applicable laws. f) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). g) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. SERVICES TO BE PROVIDED BY CLIENT: a) Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements. b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area (preferably grass for the inflatables) for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your Airbound representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if

adequate time is not allowed or addressed in advance. e) Client is to provide adequate lighting for set up times, during the event, and full tear down time of the event. f) Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

3. COMPENSATION OF CONTRACTOR: a) Performance fee and payment terms agreed upon between the Client and Contractor are listed above on Page 1 of this agreement. b) A deposit of up to 50% (or as listed above in payment terms) is required to reserve the contracted services listed on page 1 and must be received with a signed copy of this contract no later than 14 days after the original contract date. Receipt of the deposit will also serve as agreement/signed contract. Upon signing this contract, you agree to pay the deposit if the event is cancelled and does not meet the acceptable cancellation terms stated below. If no deposit is required, a 25% cancellation fee will be assessed. Cancellation of the engagement by the client will result in forfeiture of the required deposit amount. Unless otherwise noted, all remaining or final balances are due UPON ARRIVAL the day of your event. ANY BALANCES OUTSTANDING WILL BE CHARGED A LATE FEE OF 10% OR MAXIMUM OF \$50 PER DAY OF THE TOTAL CONTRACTED PRICE. The balance of the rental fee (excluding any previous payments) must be paid in full on the first day of the event prior to the event start, unless otherwise specified in "payment terms" above. Payments are made payable to "AIRBOUND", unless otherwise agreed to in writing prior to event. All payments mailed to Airbound must be received by the first day/ start of the event. The contracted fee of \$12,800.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$40/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

4. CANCELLATION: **It is our company policy that deposits made/ due for services are NON-REFUNDABLE.** a) Cancellation of the event by the client for any reason within 24 hours of the contracted start time of your event will require PAYMENT IN FULL at the time/day of the cancellation as stated in Contract payment terms of the original contracted date. This payment may be applied to a new date within six (6) months of the original event date, as available, with a rescheduling fee of up to 25% of the total amount of the contract. b) If the event is cancelled on the scheduled day AFTER the event start time (such as in the case of inclement weather or unsafe conditions), payment in full is required and funds will not be eligible to transfer to a new date. c) If the event is cancelled/rescheduled within forty-five (45) calendar days prior to the event date, we reserve the right to assess a 10% service rescheduling charge based on the total amount of the contract. The deposit may be applied one time to a rescheduled event within six (6) months of the original event date, as available. d) If the event is rescheduled forty-five (45) calendar days prior to your event date, deposits may be applied to a future event if scheduled to take place within six (6) months of original event date, as available. e) Due to busy dates, events cannot be cancelled on our holiday dates. This includes all calendar holidays, August, September, and December event dates. The deposit paid/due will be non-refundable and/or unable to be credited to any future events. f) Rescheduled events are subject to availability and cannot be rescheduled on holidays or our peak/busy season during August, September or December dates. g) Based on the rescheduled date, rates for the new event day may be subject price change(s). h) Rescheduled events must be equal or greater to the original cancelled event details/ services and may not be cancelled for a deposit refund. i) Due to travel logistics, any out-of-state (Colorado excluded) events may not cancel or reschedule within twenty (20) calendar days of the event date and will require payment in full (if unable to move indoors or other arrangements cannot be made).

5. FORCE MAJEURE: Neither the Client nor the Contractor shall be liable for any delay in or failure to perform any covenant or promise contained in this contract agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure" within one week prior to the event date, or on the exact date the event was to be held. As used in this contract agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party. Cancellation of the event caused by force majeure will require the deposit to be paid by the client. This payment may be credited to a rescheduled event within twelve (12) months of the original event date, subject to availability.

6. WEATHER: a) All weather cancellation will fall under Airbounds cancellation policies listed in section 4 of this agreement. b) At your event, Airbound staff is required to shut down operation of all rides or attractions in the case of inclement weather for the safety of your guests until the weather passes or time is up. Inclement weather includes but is not limited to: Wind over 15mph, heavy rain, if we can hear thunder it means lightening is within 10 miles of the event or if there is lightening within a 10-mile distance (whichever comes first).

7. PARTICIPANTS: a) Contractor may require a written release of liability from each participant. If participant is under 18 years of age, then participant's parent or guardian must sign the waiver. NOTE: This is not required in most cases. b) Client agrees to abide by and enforce any decision made by the Contractor in denying participation to individuals

that Contractor deems unsuitable or unsafe to participate in the attraction(s) listed on page 1. The Contractor's trained Ride Operators hold sole discretion onsite at any event to determine the risk, liability or level of participation of any participant based on any type of impairment or inability to participate on the ride safely: 1. that could put patron's safety at risk in any way 2. harm the equipment 3. that may increase the chance of injury/harm to themselves or others. c) Contractor will not tolerate any physical or verbal abuse towards staff and/or equipment. Such actions may result in immediate termination of services without financial harm to the Contractor. d) Client agrees that all participants recognize these are high-activity sports that require a certain level of patron interaction. The results of high activity sports are that there are certain inherent risks in participating in these activities. Certain injuries can and may occur in participation of these activities. All participants must understand and acknowledge these risks and requirements and that they are participating at their own risk. e) Client agrees to share information or notify the Contractor upon receipt or knowledge of any participant inquiring or stating injury or claim against the Contractor.

8. MISCELLANEOUS: a) To the extent permitted by law, Client agrees to indemnify and hold Airbound, its employees, agents, directors, and representatives harmless from any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities; including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Client hereby releases and holds harmless Airbound, employees, agents, directors, and representatives from injuries or damages incurred as a result of the use of said equipment unless Airbound, employees, agents, directors, and representatives are operating the equipment and is deemed by a court of law to be held negligent in its actions. Airbound, employees, agents, directors, and representatives cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. To the extent permitted by law, Client also agrees to indemnify and hold harmless Airbound, its employees, agents, directors, and representatives from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof. To the extent permitted by law, Client agrees to indemnify and hold Airbound, its employees, agents, directors, and representatives harmless from any all claims arising out of Client's events except claims arising directly as a result of allegedly defective equipment supplied by Airbound. Airbound agrees to indemnify and hold the Client harmless from any claim asserting that Airbound equipment was defective and the defective equipment caused an injury. If the client wishes to be listed as additionally insured on the Contractor's insurance policy, a fee of up to \$500 may be applied. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save, hold harmless and defend the Client and all its officers, agents, and employees for, from and against any and all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties. The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

Please note: At the discretion of the Contractor, this contract and all associated services are not valid until contract is digitally signed, submitted and any deposit required is received no later than 14 days of the original contract date. As stated above, once digitally signed, you agree to pay the deposit even if the event is cancelled.

AIRBOUND (/)

Extreme Interactive Entertainment, Inflatables & Amusement Rentals

[HOME \(/\)](#)

[OUR ATTRACTIONS](#)

[ABOUT US](#)

[CONTACT US \(/CONTACT-US\)](#)



TRACKLESS PASSENGER TRAIN RENTAL

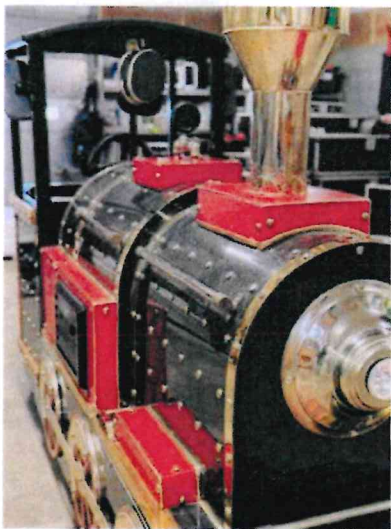
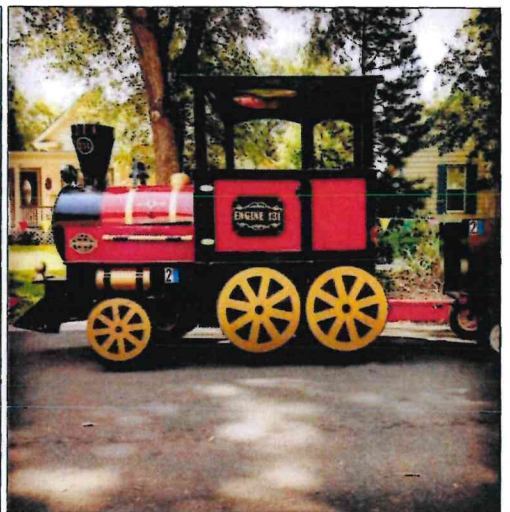


All Aboard the AIRBOUND EXPRESS!

Airbound offers our **Trackless Train Rental** - for all of your **Colorado** events (*Ft Collins, Denver, Colorado Springs, Front Range and Mountain Areas*)! You will see our **train** at many *festivals and fairs*, but our **trackless passenger train** is also **available for rent** for *private functions, company parties, city events* or any event! **Trackless Party Train Rentals** are a perfect addition to any **event** or **party** where FUN transportation is needed!

Trackless Trains can travel almost anywhere you let us drive **INDOORS** or **OUTDOORS**! Our Trackless Train will hold up to 10-18 guests (3 passenger cars) for Outdoor Trains and 16-24 guests (4 passenger cars) with our Indoor Trains - both kids and adults - as the Locomotive "steams" around your event! The **Airbound Express Trackless Train** can come with our **Railroad "Crossbucks"** or **Crossing Stanchions** that make noise and light up as train approaches! (Great for line formation areas!) A friendly *Airbound Express Conductor* will be your guide to fun at your event!

Airbound's Trackless Passenger Trains are extremely popular for **Holiday Parties** and **Polar Express** events! **ASK US** (<mailto:info@cepevents.com>) for more details!



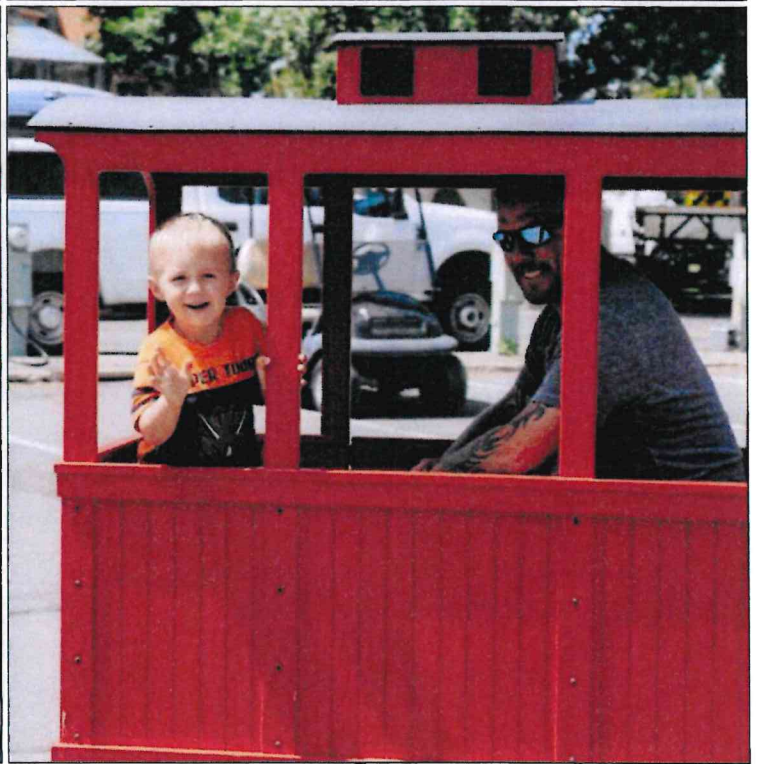
Indoor & Outdoor Trackless Train Rental for Every Occasion!

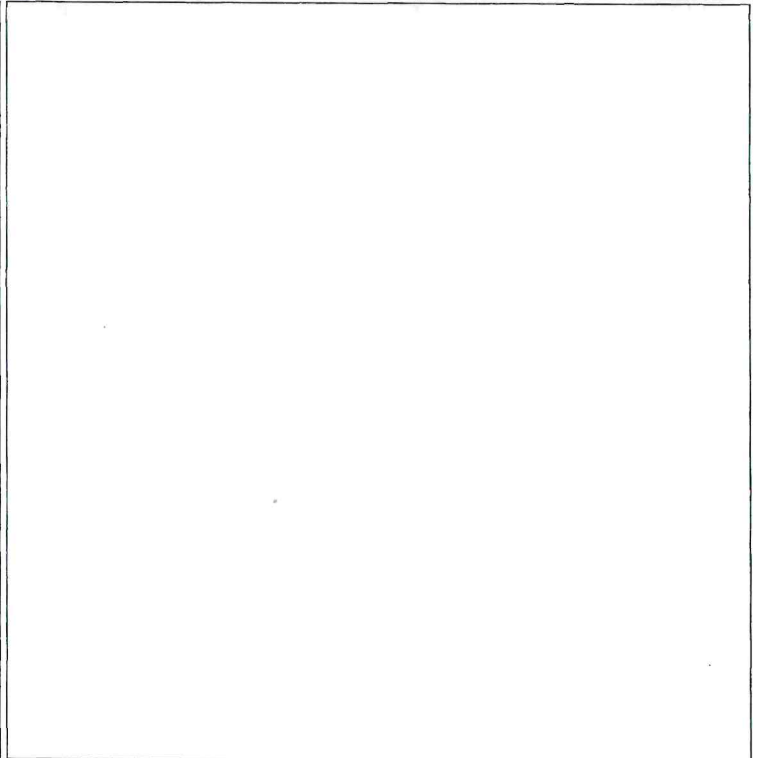
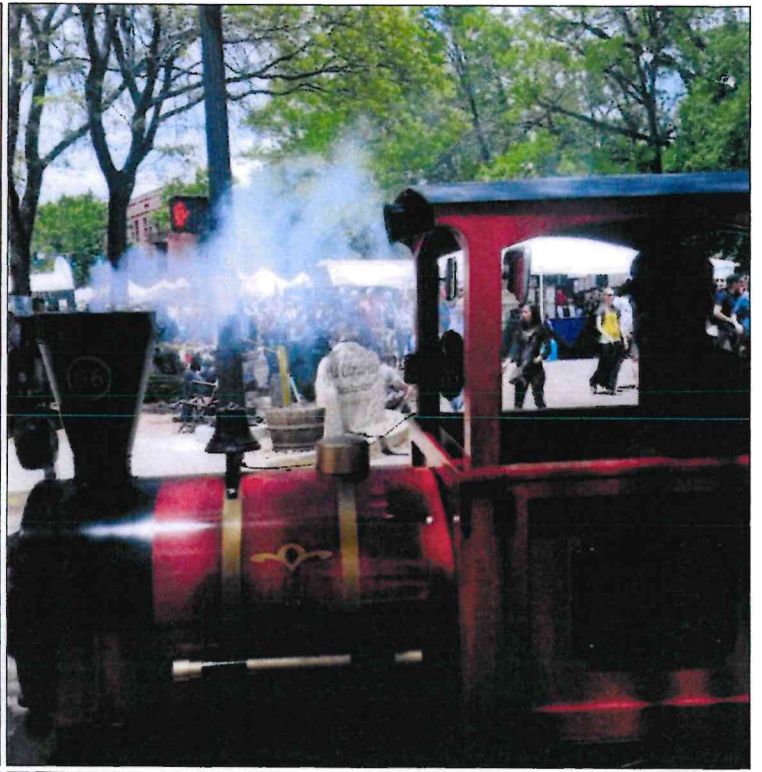
Use this FUN PARTY TRAIN for:

- **Holiday Events** (Bring Santa to your event?)
- **Grand Openings**
- **Company Picnics or Parties**
- **Parking Transportation**
- **Mall, Mini Mall or Store Special Events**
- **Kids Birthday Party Entertainment**
- **Festivals, Fairs**
- **City Event Train Rental**
- **Family Train Rental**

And more! The fun will not end until the party does! (*Airbounds Electric Passenger Train Show*)







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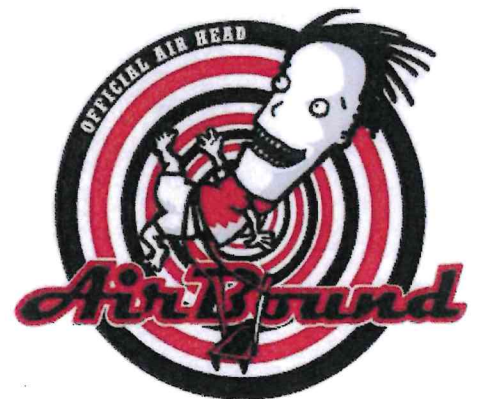
PHANTOMS REVENGE RIDE

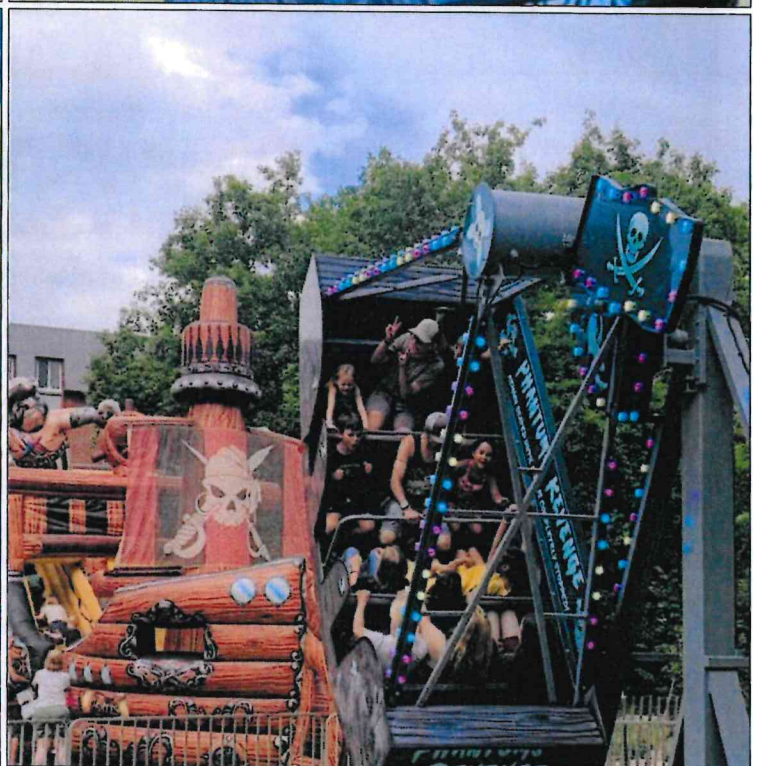
The **Phantoms Revenge (Pirate Ship) Carnival Ride pendulum swing ride** will give your guests something to scream about! Get ready for a wild ride as you climb aboard this swinging **pirate ship ride** and hold on at a 90-degree angle! This **Light up carnival ride rental** features bright, colorful, vibrant LED lights that will really excite and amaze your guests well into the evening!

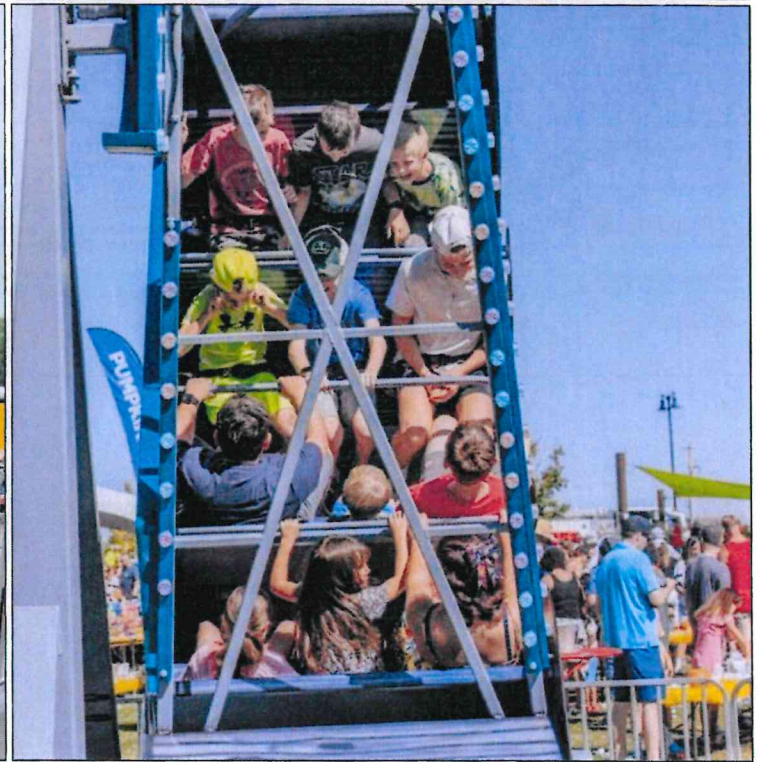
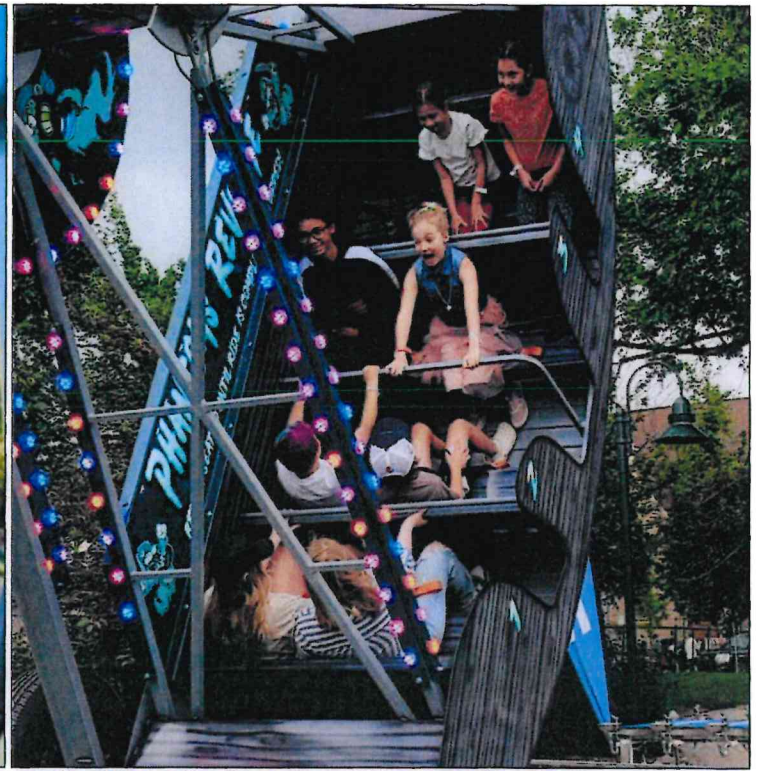
This thrill-seeking amusement ride will keep the line moving quickly at your event accommodating up to 12 riders at a time with this mid-grade **classic carnival ride**. As always, we provide a trained **Airbounds Phantoms Revenge Carnival Ride** attendant to make sure everyone is safe - and we know you will have fun!

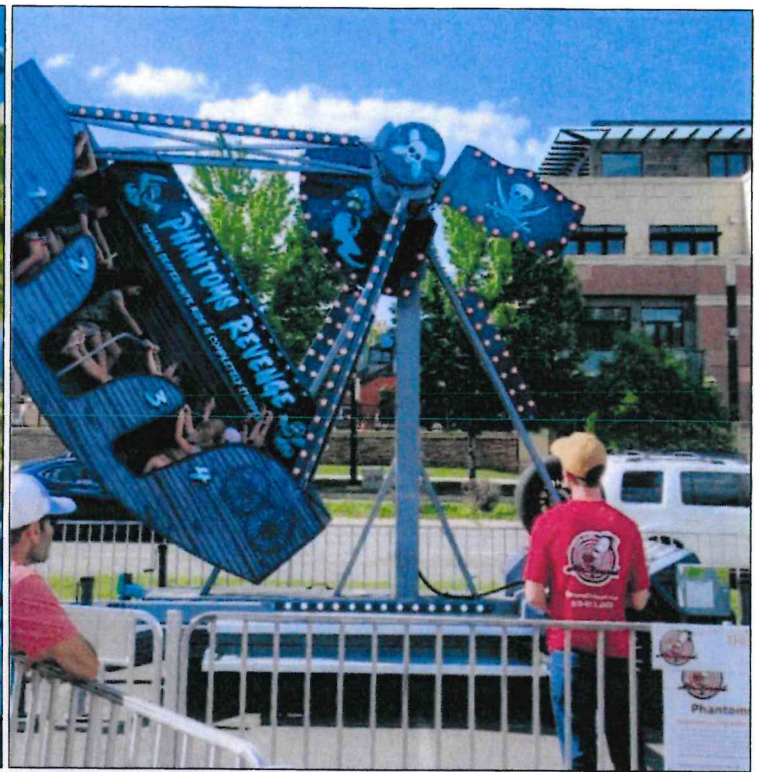
Perfect for Kids, High School, College Events and Adults, riders must be at least 42 inches tall to ride **Phantoms Revenge Amusement Ride** at events.

Please **contact us at 970.613.4343** for more details!









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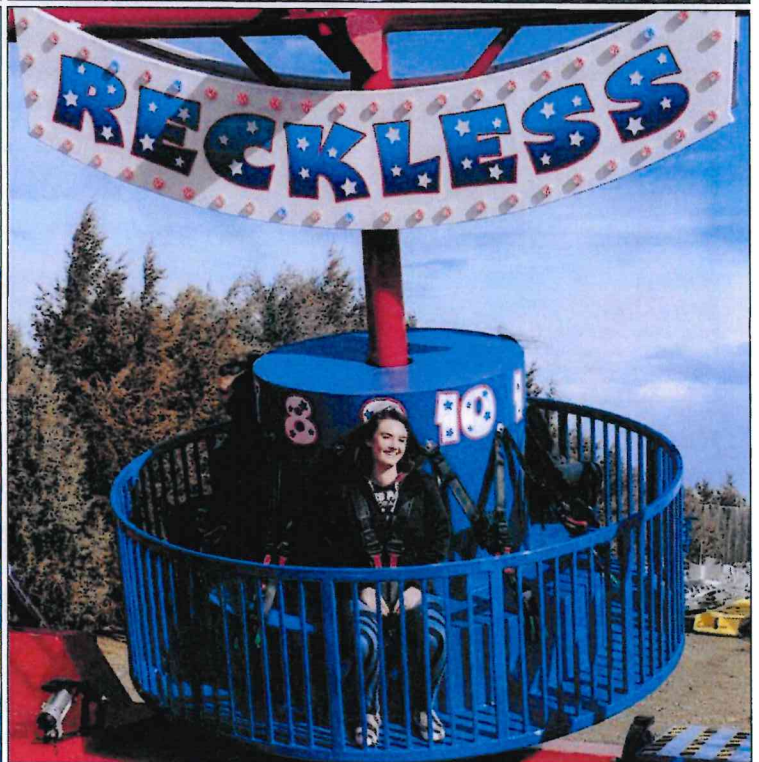
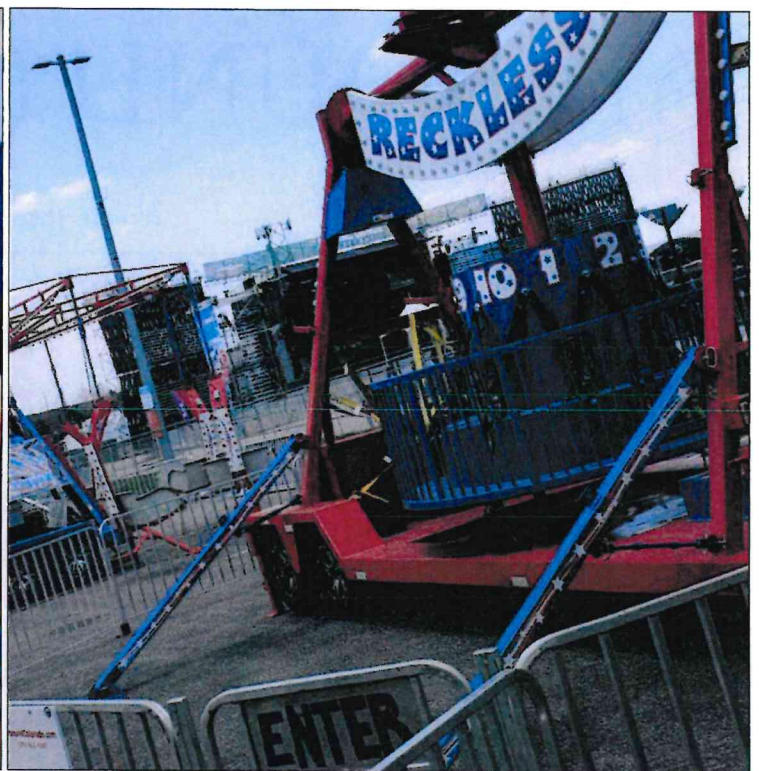
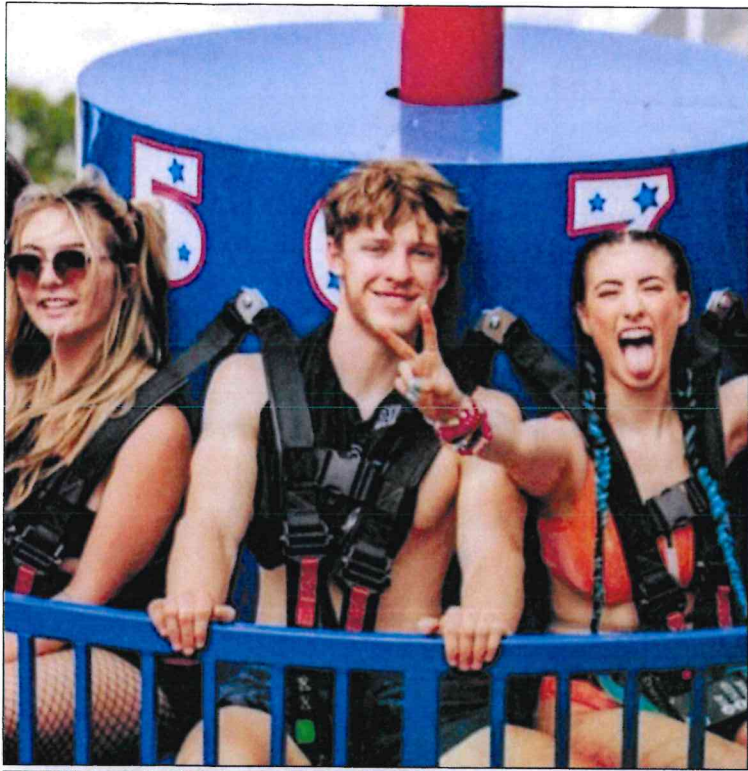
RECKLESS AMUSEMENT RIDE

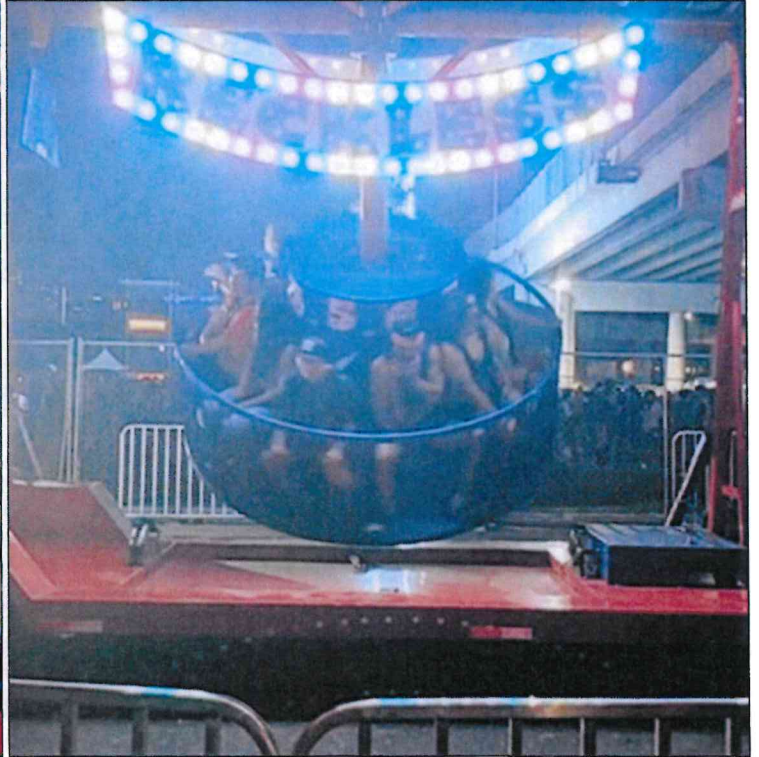
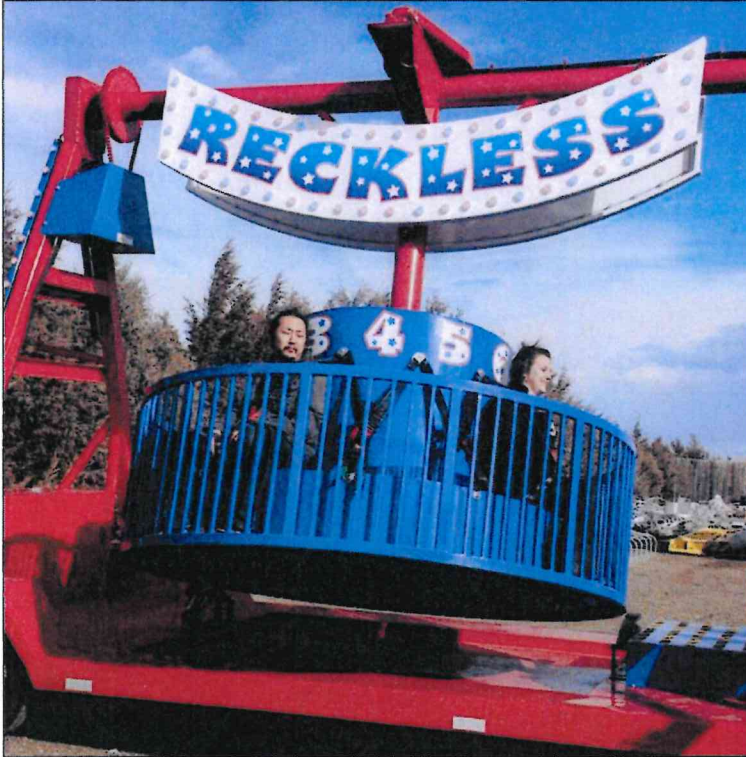
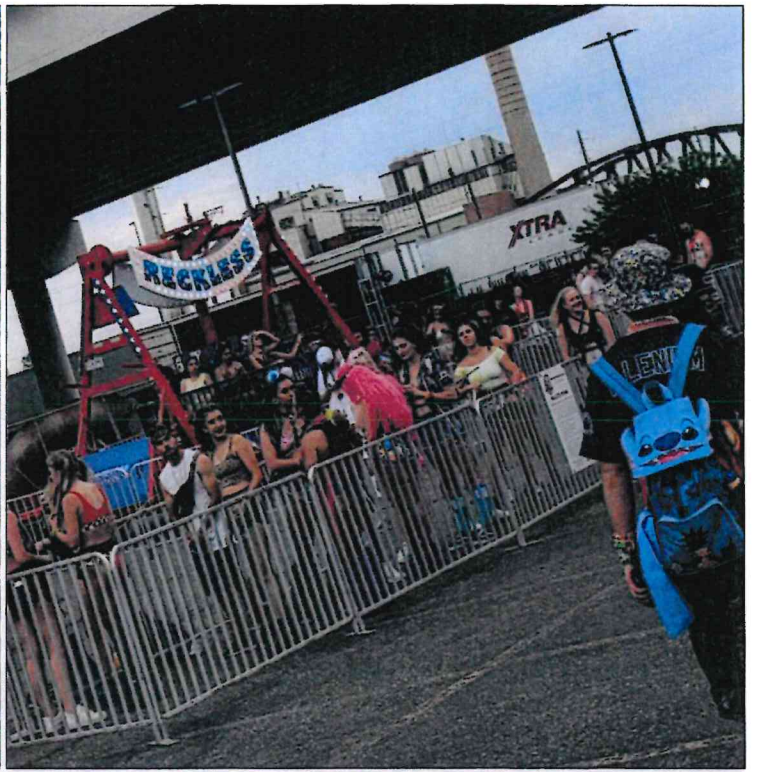


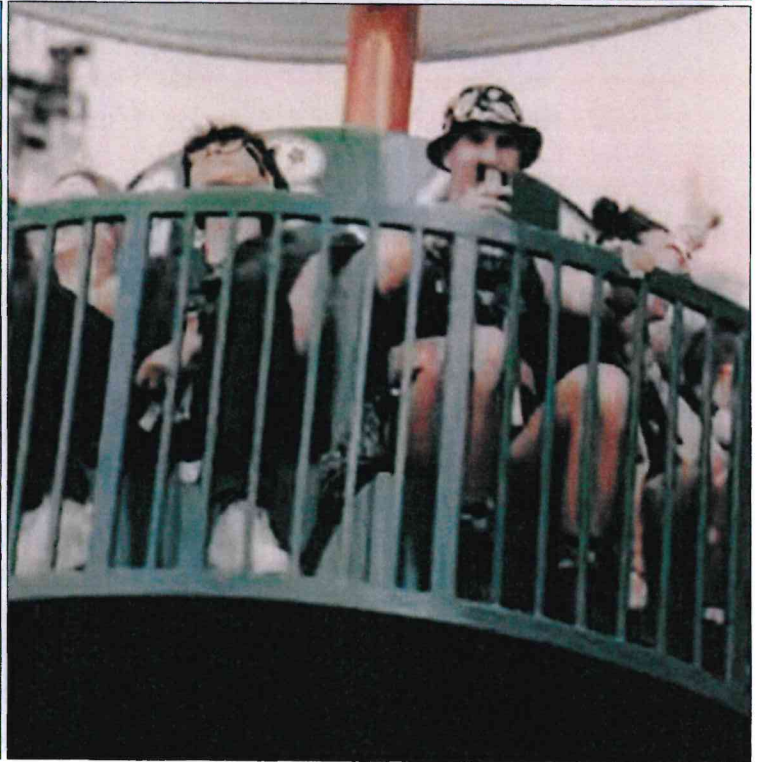
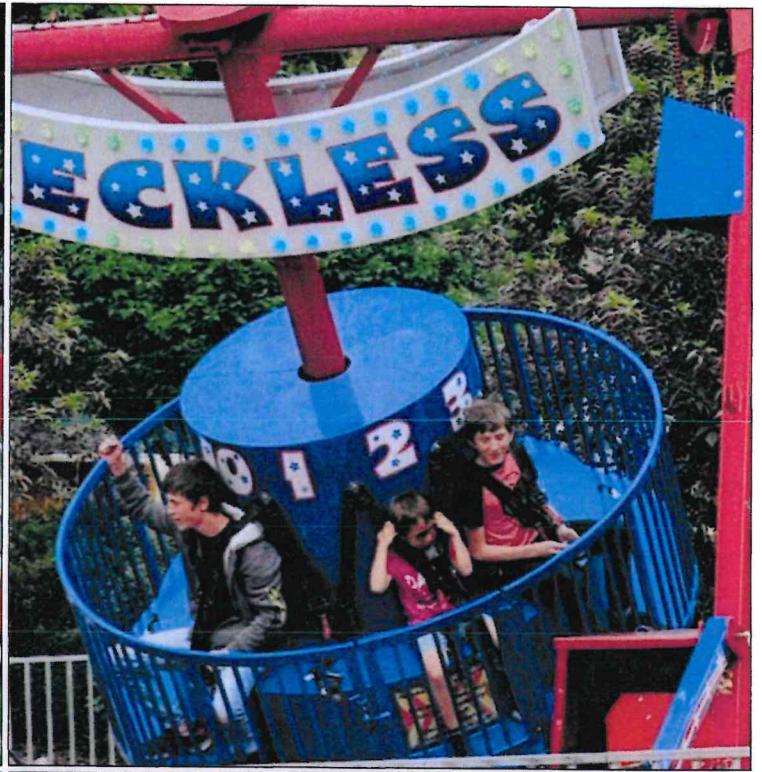
Strap in this fun amusement ride to swing and spin yourself **RECKLESS!**

With **LED Carnival Lights**, you can get **RECKLESS** into the evening with this fun attraction - spinning so quickly, your guests will experience a strong G-force action as the ride pendulum swings back and forth. **Airbounds' Reckless 10-passenger *mechanical amusement ride rental*** is a perfect attraction for **Festivals, Fairs, Church Events, School Carnivals, neighborhood events** and more! A trained *Airbound* operator will safely operate this attraction for your event.

Reckless Carnival Ride is for guests - Kids, high school, college and Adults 42 inches tall and above at your next **school carnival, company picnic, colleges, Festival or any special events.**







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BALLISTIC SWING

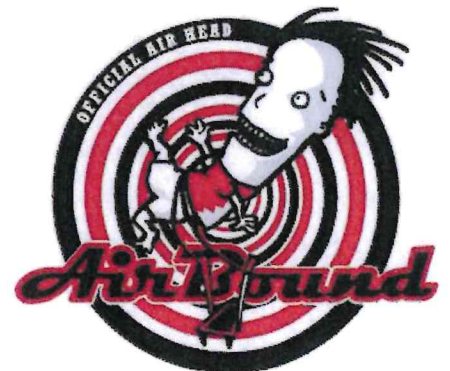
The Ballistic Swing Carnival Ride is a *chair swing ride* that swings in circles – who doesn't love a carnival swing that spins 360 degrees!

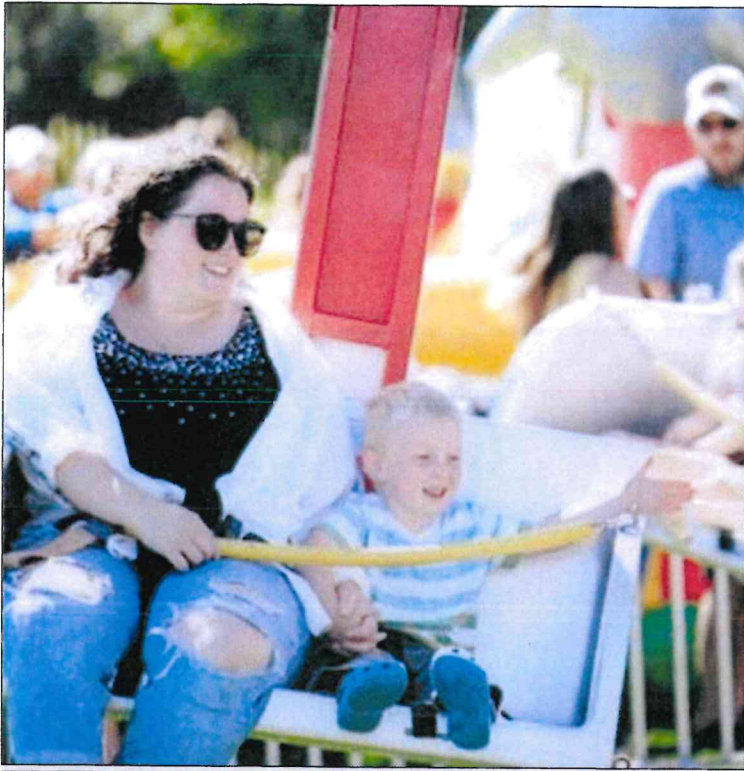
The *Ballistic Swing large scale carnival ride* is a thrilling **fixed chair swing** that will make you feel as if you're soaring through the air until you are almost horizontal with the ground! *The Ballistic Carnival Swing Ride* will keep the line moving quickly accommodating a surprising 16-24 people at a time and has a really fast pace to this mid-grade **classic carnival ride**. As always, we provide a trained *Airbound Ballistic Swing Carnival Ride* attendant to make sure everyone is safe - and we know you will have fun!

We highly recommend this **Ballistic Carnival Spinning Ride** for guests at least 42 inches tall at your next **school carnival, company picnic, colleges, Festival or any special events**. This **Ballistic Swing Chair Ride** is perfect for kids, high school events and even college events through adult interactive activities. This *Light up carnival swing ride rental* features bright, colorful, vibrant LED lights that will really excite and amaze your guests well into the evening!

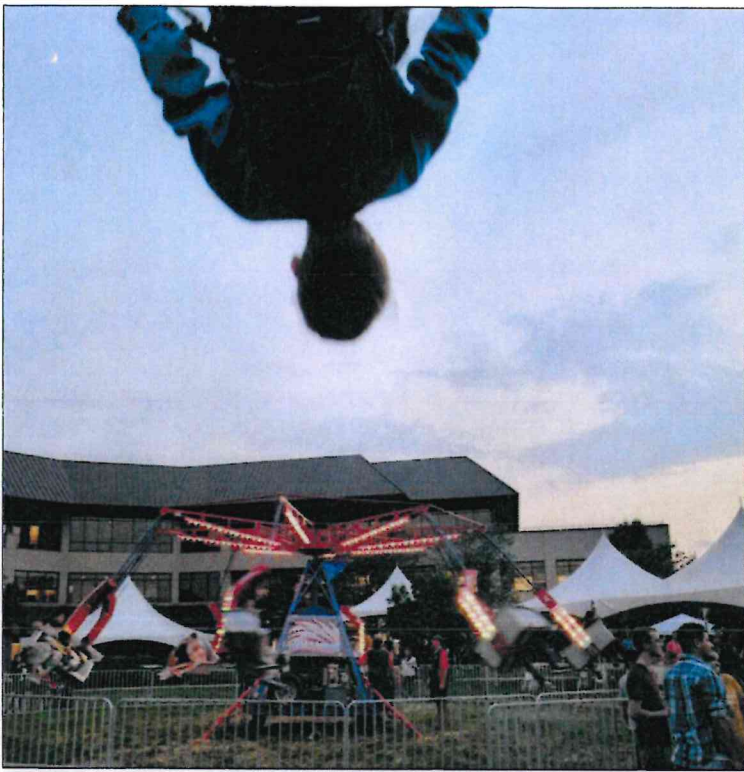
Your guests will GO **BALLISTIC** at your event!

Please **contact us at 970-613-4343** for more details!











Agenda Item Cover Sheet

MEETING DATE: February 4, 2025
AGENDA ITEM: Town Manager Report
DEPARTMENT: Administration
PRESENTED BY: Troy Renken, Town Manager

SUMMARY

Since the last meeting Manager Renken has been working with David and Carl to complete interviews with 9 firms to pursue the Police Station design along with working on the other items on the meeting agenda. He will provide a verbal report during the meeting to further discuss how the interviews went along with other items of interest and be available to address additional questions the Board may have.

Annette Price, longtime Library Board Director, has submitted her resignation which is included with this cover sheet for review. Naomi advised that she and the Library Board will be presenting a recommendation to the Board of Trustees for appointment in the next few months.

ATTACHMENTS

Annette Price Resignation Email

Troy Renken

From: annettepri@gmail.com
Sent: Thursday, January 30, 2025 9:53 AM
To: Naomi Nguyen; 'ELLEN HALE'; 'Cassie Herren'; 'KJ Giardino'; tri7cia@gmail.com; 'Ricky Patterson'; Derek Werner; Troy Renken
Subject: Stepping down.

Hello everyone. At this time, I need to step down from the Platteville Board of Directors. I have family concerns in Missouri that may require more -and immediate- flexibility, plus I have enrolled in an Equine Behavior Science class at CSU which meets every Tuesday morning through May. I am thrilled that I qualify for the Lifelong Learner program (which is right up my alley) because observing and qualifying equine behavior can closely resemble wild-at-heart teenagers. I know this experience will be beneficial for me on many layers.

I have sincerely enjoyed being a Trustee for Platteville Public Library.

So many years ago, when Dianne asked me if I would consider serving on the Board, I was very new to Platteville. I knew less than a handful of people in this area; just a few horse folks. Living in the country makes it harder to meet people and make new friends, and one of the first things I did was go in to get my new library card. After twenty years in this area, I realize I am still one of the newbies, however, "Community" is one of my Top Three Values. Being a part of the library community allowed me to branch out, make new friends, as well as serve my new community. So, thank you again for allowing me to participate on this board for all these years. I have enjoyed knowing and working with everyone, and I will not be a stranger in our library.

So, at this time I am handing you back the reins.
Take care, continue to do good things, and keep our library Great.

Respectfully submitted,

Annette Price
On the Wings of a Horse: Equine Gestalt Coaching
Master Gestaltist, EGCM Certified Coach
970-785-9090 = good old fashioned land line (no texting)
www.onthewingsofahorse.com

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: February 4, 2025
AGENDA ITEM: Mayor Report
DEPARTMENT: Executive / Legislative
PRESENTED BY: Mike Cowper, Mayor

SUMMARY

Mayor Cowper will update the Board with any & all pertinent information currently at his disposal and will seek comments, questions, and concerns of the Board Members.

ATTACHMENTS

None