

RESOLUTION NO. 852-2016

A RESOLUTION SETTING FORTH THE RULES AND REGULATIONS FOR THE RENTAL OF THE SPANISH FORT COMMUNITY CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Reservations.

Reservations shall be on a first come, first serve basis, except for governmental functions which shall take precedence over all other functions. Persons or groups wishing to reserve the facility must complete, date, and sign an Application for Use of Activity Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located in the Spanish Fort Community Center. No reservations will be confirmed until the aforementioned documents are received and the deposit is paid.

Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the City Representative at the Spanish Fort Community Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less 20% of the deposit as a handling charge. All required fees must be paid in full at least thirty (30) days prior to the event. No refunds will be made for cancellations made within 30 days of the event.

Rental rates shall be as follows:

- Resident User for weddings, birthdays, anniversaries, family reunions or parties: one (1) day up to six (6) hours \$600.00.
- Non-Resident User for one (1) day up to (6) hours \$750.00.
- Commercial or Business User: one (1) day up to (6) hours \$750.00.
- Each additional hour after six (6) hours shall be paid at a rate of \$150.00 per hour.
- Kitchen \$50.00.
- Police Officer Fee: two (2) Officers @\$30.00/hour each.
- Fire Watch Personnel: one (1) @ \$30.00/hour.
- Reservation Deposit is \$175 for residents and \$300.00 for non-residents and Commercial or Business User.
- Damage Deposit is \$300.00 payable by date of event.

The Mayor has sole discretion to waive the rental fee for civic or non-profit groups. Any and all requests for a waiver of rental fees must be submitted in writing. In the event Mayor agrees to waive the rental fee, the user will be required to pay a \$150.00 clean up fee which shall be paid upon reservation, unless the clean up fee is waived by the Mayor, and all other fees shall be paid as set forth above.

SECTION 2. Rules and Regulations.

A. Alcoholic Beverages

1. Alcoholic beverages may not be consumed in the parking area.
2. If alcoholic beverages are to be consumed on City property, all State guidelines must be followed in accordance with the Alcoholic Beverage Control Board (ABC). A minimum of two (2) law enforcement Officers, certified by the Alabama Peace Officers Standards and Training Commission (APOST), must be employed by the renter and be on site at all times. In addition, one qualified Fire Watch shall be employed by the renter and be on site at all times. The City of Spanish Fort Police Officers and Spanish Fort Fire Rescue Department personnel are preferred and should be given the right of first refusal.

B. Kitchen

1. Kitchen fee will be assessed if the kitchen is used for any reason.
2. If the renter is using a caterer, the business must be licensed to operate in the City of Spanish Fort.
3. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered.

C. Music

Music must be kept to a reasonable volume. Music must be turned down or off if any complaint is received by your group from a neighbor or deemed too loud by Police Officers or any City Official.

D. Minors

1. Any one under the age of 21 attending an event where alcohol is to be consumed must have their legal adult guardian present.
2. Events held for the benefit of minors require adult chaperones. Adult chaperones must be present at the complex at all times.
3. A list of Adult chaperones must be approved by a City Representative before the event can take place.

E. Conduct

1. Appropriate conduct is required by all attendees.
2. Any person on City property whose conduct is disorderly or disruptive, may be ejected.
3. Any person may be ejected for one or more of the following reasons:
 - a. Intoxication.
 - b. Use of abusive , indecent , profane or vulgar language.
 - c. Making offensive gestures or displays.
 - d. Abusing or threatening another attendee.
 - e. Fighting.
 - f. Vandalism.
 - g. Disorderly conduct or behavior.

F. Security

1. If no alcohol is to be present, renter may provide their own security under the following conditions:
 - a. Any person who will be in a security position must be approved by the Chief of Police of the City of Spanish Fort or his/her approved Representative.
 - b. Any person who will be in a security position must be licensed and bonded.
 - c. Any person who will be in a security position, unless he/she is a certified Alabama Police Officer, will not be allowed to carry any type of firearm, knife, night stick, taser or any type of weapon.
 - e. A list of persons who will be involved in security must be submitted to the Chief of Police fourteen (14) days before the event takes place for approval and background check. If this list is not submitted, the event will not take place and renter forfeits any deposit or rent.

G. Decorations/Set-Ups

1. The City of Spanish Fort does not provide linens.
2. Decoration/set up of the facility shall be coordinated and planned with the designated City staff upon filing of the application.
3. No equipment or materials will be accepted for storage prior to the event without arrangements being made with City Representative. There will be a fee for this service.
4. No painting of any type will be permitted inside the facility.
5. All decorations are to be free-standing. Any flammable decorations must be fire

retardant. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar or damage a finished surface.

6. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, bubbles, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. If any of these is found on the floor, the renter forfeits any deposit.
7. No open flame candles will be allowed, with the exception of unity candles as part of a marriage ceremony, subject to approval by the Mayor.
8. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by City Representative.
9. Set up for the event shall be completed at least one hour before the event in order to allow for fire inspection.

H. Clean up

1. Renter is responsible for all clean up inside the building and all grounds surrounding the building.
2. All garbage must be placed inside plastic garbage bags and put in the dumpster outside.
3. In the event the renter does not clean the used facility and grounds, renter will forfeit their deposit.
4. Building and grounds must be cleaned to the extent it is a usable facility and as delivered. The building and grounds will be inspected by a City Representative, and their inspection will determine if the facility is clean.
5. Clean up must be completed by 12:00p.m., unless other arrangements are made and approved by authorized City Representative or renter forfeits deposit.

I: Hours and Operations

1. Building will not be occupied after 12:00 a.m. Failure to vacate the building and grounds by 12:00 a.m. may result in forfeiture of deposit.
2. All City of Spanish Fort properties are non- smoking facilities. Smoking will not be allowed in any City owned buildings. Smokeless tobacco may not be used in the buildings. Failure to comply may result in forfeiture of deposit.

J: Occupancy Seating or Crowd Capacity

1. Occupancy of the Spanish Fort Community Center with tables is 220 people plus head table.
2. Without tables a maximum of 312 people.
3. It is the responsibility of the renter to ensure the occupancy rate is not exceeded.
4. The Fire Chief or designated Representative, and or the Chief of Police or designated representative may inspect at any time an event is in progress to determine if occupancy rates are or not exceeded. If the occupancy rates are exceeded in the opinion of the above mentioned representatives, the event, at the City's representative discretion, may be shut down. If the event is shut down no refund will be granted, and the deposit will be forfeited.
5. In the event more than 250 people or more are expected to attend or actually attend an event, one qualified Fire Watch shall be employed by the renter and be on site at all times.

K: Animals

Animals, domestic or livestock will not be permitted in the buildings or allowed on City owned property, with the exception of service animals.

SECTION 3. Severability Clause.

If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 4.

Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution Ordinance is hereby repealed to the extent of such conflict. Resolution No. 745-2014 is hereby repealed in its entirety.

SECTION 4. Effective Date.

This Resolution shall become effective upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this *1st* day of *February, 2016*.



Michael M. McMillan
Mayor

ATTEST:



Mary Lynn Williams, MMC
City Clerk