

## **RESOLUTION NO. 1295-2023**

### **A RESOLUTION SETTING FORTH THE RULES AND REGULATIONS FOR THE RENTAL AND/OR USE 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 shall 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. The Damage Deposit shall be paid seven days prior to event.

No Sunday rentals are allowed without the written permission of the Mayor or City Clerk. Home/Property Owners Associations located within the City of Spanish Fort may be allowed to use the facility for Annual Meetings of their Association on weeknights with the permission of the Mayor or City Clerk. No more than one Home/Property Owners Association meeting shall be scheduled per week, unless allowed in writing by the Mayor or City Clerk.

#### **SECTION 2. Rental Rates.**

##### **A. Multi-Purpose Room**

The Multi-Purpose Room will accommodate gatherings of up to 200 banquet-style seating or 300 auditorium style seating. The room is best utilized for weddings, receptions, anniversaries, birthdays, family reunions and parties.

The Rental Fee for persons residing in the corporate limits of the City of Spanish Fort ("Residents") is \$750.00 per day up to 6 hours. Each additional hour is \$150.00 per hour.

Resident Applicants must provide proof of residency in the corporate limits of the City of Spanish Fort, Alabama.

The Rental Fee for Non-Residents is \$1,000.00 per day for up to 6 hours. Each additional hour is \$150.00 per hour.

The Rental Fee for Commercial or Business renters is \$1,000.00 per day up to 6 hours. Each additional hour is \$150.00 per hour.

**B. Lobby.**

The lobby gathering space is only available when used in conjunction with the multi-purpose room and would allow wedding ceremony, overflow, refreshments, space to greet guests or similar uses.

Rental Fee is \$150.00

**C Kitchen**

The kitchen is not a full-service kitchen and does not have a stove/oven. The kitchen is equipped with warming cabinet, refrigerator, freezer and ice machine.

Rental Fee is \$50.00.

**D. Linens.**

The City has white linen 132” round table cloths. The rental fee is \$20.00 per cloth.

**E. SECURITY**

If security and/or fire watch personnel are required by this Resolution, the following rates shall apply:

Police Officer rate is \$45.00 per hour.

Fire Watch Personnel rate is \$45.00 per hour.

**F. DEPOSITS**

The Reservation Deposit is \$175.00 for residents and \$300.00 for non-residents and Commercial or Business Users.

The Damage Deposit is \$500.00.

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 3. 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) licensing and all applicable laws, rules and regulations. 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 any time in which alcohol is to be served. In addition, one qualified Fire Watch shall be employed by the renter and be on site at any time in which alcohol is to be served. City of Spanish Fort Police Officers and Spanish Fort Fire Rescue Department personnel are preferred and should be given the right of first refusal. The renter shall be responsible for securing police and/or fire personnel to work their event and shall be responsible for paying such personnel. If an Alabama Alcoholic Beverage Control license is required for the event, it is the renter's responsibility to secure all licenses, insurance and permissions required.

#### **B. Business License**

1. A City of Spanish Fort Business License is required for all vendors involved/engaged with the event which includes, but not limited to, the event coordinator/planner, florist, caterer, bakery, cake shop, rental companies and musician.
2. Applicant must provide a list of all vendors per application no later than ten (10) days prior to the event.

#### **B. Kitchen**

1. A kitchen fee will be assessed if the kitchen is used for any reason.
2. 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 cleaned and returned in the condition delivered.

#### **C. Music**

Music must be kept to a reasonable volume. Music must be turned down or off if any complaint is received from a neighbor or deemed too loud by Police Officers or any City Official. Use of the City's sound booth and/or projection system are not included in the rental package.

#### **D. Minors**

1. Anyone under the age of 21 attending an event where alcohol is to be consumed must have a 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 the 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; or
  - g. Disorderly conduct or behavior.

**F. Security**

1. If alcohol is to be present, Law Enforcement Officers must be certified by the Alabama Peace Officers Standards and Training Commission (APOST) and must be employed by the renter and be on site at all times. City of Spanish Fort Police Officers are preferred and should be given the right of first refusal.
2. If no alcohol is to be present, renters may provide his/her 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 the Chief's designated Representative.

- b. A list of persons who will serve as security must be submitted to the Chief of Police fourteen (14) days before the event takes place for approval and a background check. If this list is not submitted, the event will not take place and renter forfeits any deposit or rental fees paid.

**G. Decorations/Set-Ups**

1. The City of Spanish Fort does not provide linens. Tablecloths are available for rent.
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, self-adhesive tape, or any material that will deface, mar or damage a finished surface will be allowed on or in the walls, ceilings, floors, doors, windows or any 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 are 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. In the event the renter does not clean the facility and grounds, renter

will forfeit the deposit.

3. Building and grounds must be cleaned and returned to its pre-rental condition and as delivered. The building and grounds will be inspected by a City Representative, and that inspection will determine if the facility is clean.
4. Clean-up must be completed by 12:00 a.m. (midnight), unless other arrangements are made and approved by the authorized City Representative. If clean-up is not completed and if no other arrangements are made, the renter will forfeit the deposit.

#### **I. Hours and Operations**

1. The building will not be occupied after 12:00 a.m. (midnight). Failure to vacate the building and grounds by 12:00 a.m. (midnight) 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 a forfeiture of the deposit. Vaping is not allowed inside the building.

#### **J. Occupancy Seating or Crowd Capacity**

1. Seating of the Multi-Purpose Room with tables is 200 people plus the head table. Twenty 72" round tables are available for use. Guests are more comfortable with 8 guest per table which would accommodate 160 guests. Tables can accommodate up to 10 guests.
2. Without tables, the Multi-Purpose Room may seat a maximum of 300 people.
3. It is the responsibility of the renter to ensure the occupancy rate is not exceeded.
4. The Fire Chief or his/her designated representative, and or the Chief of Police or his/her designated representative, may inspect the facility at any time an event is in progress to determine if occupancy rates are exceeded. If the occupancy rates are exceeded in the opinion of the above mentioned individuals, the event, at the City Representative's 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 are expected to attend or actually attend an event, one Law Enforcement Officer and one qualified Fire Watch shall be employed by the renter and shall be on site at all times.

**K: Animals**

No animals, domestic or livestock, will be permitted in City-owned buildings, with the exception of service animals, unless authorized by the Mayor in writing. Other than registered service animals, no animals are allowed at City events held at the Community Center, unless authorized by the Mayor in writing. Unless otherwise prohibited, domestic animals may be on City-owned property if leashed and in the immediate company of their adult owner/attendant. Animals which meet the definition of vicious animals as defined in the City's Animal Control Ordinance are prohibited on City-owned property at all times. No animal may be left unattended. The City reserves the right to request that any non-service animal be removed from City property at any time.

**SECTION 4. 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 5. Repealer Clause.**

Any Resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict. Resolution No. 1180-2021 is hereby repealed in its entirety.

**SECTION 6. Effective Date.**

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

**ADOPTED AND APPROVED** this \_\_\_\_ *day of* \_\_\_\_\_, **2023**.

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk