

**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**

Item No. 7
For Meeting of 06.21.10

ITEM TITLE: Consideration of a resolution approving an alcohol use policy for the Windsor Heights Community Center and Waiver Agreement


CONTACT PERSON: Dennis McDaniel, Police Captain
Marketa George Oliver, City Administrator

SUMMARY EXPLANATION: The new Windsor Heights Community Center will provide renters the opportunity to host large scale events at Colby Park, which has previously not been the case (maximum occupancy at the old shelter house was approximately fifty people). Many of these new events may include the service of alcohol to large groups of people.

In order to protect the new facility and the City's best interests, as a rental provision for the Community Center, it is being recommended that the attached Alcohol Agreement be mandated to be filled out whenever renting the facility. This Agreement explains State law for social hosts, cites relevant City code, and creates policy for alcohol usage at the Center. The Agreement also mandates the use of Windsor Heights Police Department officers as security staff at an event where alcohol is being served. This mandate is not required for groups of less than fifty persons (consistent with previous policy at old shelter house), gives an option for a waiver to the requirement for groups of 50-100 guests, and mandates an officer's presence for groups larger than one hundred. It further requires renters to acknowledge their responsibilities and sign an indemnification clause.

The second form attached is a Waiver application for those renters that will have approximately 50-100 guests in attendance. This form asks basic questions about the event and the attendees and allows the renter the opportunity to justify in their own words why an officer shouldn't be required. After this form is submitted a telephone interview will be conducted by the Chief of Police and a final determination will be made, with the option of legal consult with the City Attorney if necessary.

This policy and process are considered to be a living document and may need future revision based upon unidentified needs to this point. Other area cities have been researched in this effort and the City attorney has reviewed the proposed documents.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract __ Other (Specify) _____
Funding Source _____
APPROVED FOR SUBMITTAL _____ <div style="text-align: right; margin-right: 100px;"> _____ City Administrator</div>

STAFF RECOMMENDATION: Staff supports the agreement and recommends that the Council approve this resolution.

COUNCIL ACTION:

RESOLUTION NO. 10-0621/

**A RESOLUTION APPROVING AN ALCOHOL USE POLICY FOR THE WINDSOR HEIGHTS COMMUNITY CENTER AND
WAIVER AGREEMENT**

WHEREAS, the City strives to provide high quality and aesthetically environment and well-built infrastructure and amenities for its residents and visitors; and,

WHEREAS, the new Windsor Heights Community Center will be available for rent this summer; and,

WHEREAS, attached is an alcohol use policy; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council approves the alcohol use policy.

PASSED AND APPROVED THIS 21st DAY OF JUNE, 2010.

David J. Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Administrator/Clerk

ALCOHOL RESPONSIBILITY AGREEMENT
for possession, consumption, and dispensing of alcohol in the
City of Windsor Heights Community Center facility

Date of Function: _____ Type of Function: _____ Estimated # of Guests: _____

Time of Dispensing Alcohol (beer and wine only unless liquor license acquired): from: _____ to: _____

Dispensing from Keg: Yes _____ No _____

- *Alcohol consumption is not allowed until designated alcohol dispensing time and must cease by midnight.**
- *A Police Officer must remain on duty until the end of your facility contract time once alcohol is dispensed.**
- *Payment to the officer is to be made upon his/her start time, preferably in the form of a cashier's check, unless prior arrangements have been made with the officer on duty. No added gratuity will be accepted.**
- *For gatherings of less than 50 persons, no officer will be required to be on duty. For events with 50 - 100 persons in attendance, responsible parties may make written request to the Chief of Police for consideration of a waiver to the requirement of a uniformed officer being present while alcohol is being served. If the waiver is granted, the facility will still be open to uniformed officers on patrol to walk through and spot checking for violations or unruly persons. Events over 100 persons require an officer.**

Area of service and consumption of alcohol is confined to the rental space as defined in the rental use agreement.

We, the undersigned, being of 21 years of age or older, and desiring to entertain ourselves and our guests at the above indicated facility understand and agree to the following requirements of compliance and individual responsibility involved in the issuance of this permit.

1. I understand and agree to assure compliance with the responsibilities of a Private Social Host in a Public Place as set forth in Iowa Code Chapter 123 including Sections 123.49 and 123.95, the Alcoholic Beverage Control Provisions of the Code of Iowa, including, but not limited to the following requirements:
 - a. A host shall not solicit or accept donation, charge admission fees, ticket sales or other kinds of entrance fees for payment for food or alcoholic beverages and food and beverages shall be served without cost to the invited guests.
 - b. *A host shall not dispense alcoholic liquors or offer a cash bar without an approved liquor license from the Iowa Alcohol Beverage Division. Only wine and beer in cans or keg are allowed without a state permit.* [Some catering services have the required state permit to serve liquors. Renters can acquire a temporary liquor license from the State for a fee and proof of dram shop insurance.]
 - c. A host shall not sell, dispense, or give alcohol to an intoxicated person.
 - d. A host shall not sell, give, or otherwise supply any alcohol to any person, under legal age to consume.
 - e. A host shall not dispense alcohol on the premises or permit its consumption there on between the hours midnight to 6 a.m.
 - f. A host shall not have a person under the age of 18 years of age involved in serving alcohol.
 - g. A host shall not keep on the premises any alcoholic beverage in any container except the original package purchased or reuse any container originally used for package of any alcoholic beverage.
2. **Agree to provide law enforcement security that has been scheduled by the Windsor Heights Police Department during all times when alcohol is being served.** The fee is \$30 per hour with a minimum of two hours and is to be paid directly to the officer on site. For events held on holidays, the fee shall be \$45 per hour (Holidays are: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve). Contact (515) 277-4453 to schedule an officer to arrange for security and to assume all associated costs. There is a 72 hour (3 day) minimum cancellation policy for the officer on duty for the event. Cancellations must be made 72 hours before your scheduled event by contacting the officer directly. Failure to do so will result in a \$70.00 required charge being paid to the officer that was scheduled for your event. Additionally, if the rental function goes past its contracted ending time, the officer will remain on duty and the per hour fee may be taken out of the renter's deposit on a per hour increment basis.
3. Further, the undersigned, being of legal age and in consideration of the opportunity to use certain facilities of the City of Windsor Heights, and to participate in the activity identified above, hereby agrees to assume full responsibility for any risk resulting from participation in any activity and further agrees to indemnify and hold harmless the City of Windsor Heights, its officials and police officers, employees, agents and representatives, from any and all claims, causes of action, demands, and expenses of every kind, including attorney's fees, resulting from the use of the City of Windsor Heights Community Center facility and the hiring of staff from the Police Department pursuant to this agreement. This indemnification and hold harmless shall include but not be limited to damages suffered by the Social Host, guests, and any other third parties and property. Further, I have read and understand the Public Offenses Regulations as codified in Chapter 40 of the Windsor Heights City Code, and agree to abide by these and to ensure that other invited participants abide by said regulations, and agree to assume responsibility for any theft or damage of equipment, facilities, and grounds as a result of such misuse, and to fully reimburse the City for the expenses of any theft or damage. The undersigned also agrees to fully cooperate with any criminal investigation that may be the result of activities that transpire during the course of the permitted special event.

Agreed by Signature as Private Social Host: _____ Date: _____

Address of Renter: _____

Daytime Phone Number: _____ E-mail address: _____

DATE CONTRACT MADE: _____ SPECIAL EVENTS COORDINATOR APPROVAL: _____

OFFICER ASSIGNED: _____ DATE: _____ POLICE CHIEF APPROVAL: _____

**ALCOHOL RESPONSIBILITY AGREEMENT
REQUEST FOR WAIVER OF POLICE SECURITY PERSONNEL
for possession, consumption, and dispensing of alcohol in the
City of Windsor Heights Community Center facility**

Date of Function: _____ Type of Function: _____

Estimated # of Guests in Attendance: _____ Age Range of Guests: _____

Will Minors (under 21 years of age) be Present: Yes _____ No _____

Time of Dispensing Alcohol: from: _____ to: _____

Estimated Volume of Alcohol to be Served (# of bottles of wine/cans of beer provided): _____

Beer Dispensing from a Keg: Yes _____ No _____ How Many Kegs will be Provided: _____

Will Alcoholic Liquors be Provided: Yes _____ No _____ Estimated Volume: _____

Will Designated Drivers or Other Safe Means of Transportation be Provided: Yes _____ No _____

In the lines provided, please give a brief description of the intent of this special event and your justification for not needing police staffing for security purposes at the occasion. Please note that a follow-up telephone interview with the Chief of Police will be conducted regarding the information provided. Failure to comply will result in disqualification of this waiver application. *Final determination of waiver status may be subject to review and approval by City legal counsel.*

By applying for this waiver for the requirement of Police Staff otherwise required to be present at the Windsor Heights Community Center as part of my event, I hereby agree to hold the City of Windsor Heights harmless and to indemnify the City of Windsor Heights from any and all damages associated with my use of the Windsor Heights Community Center including, but not limited to, any damages associated with alcohol consumption on the premises, any damages or injury to persons or property arising out of my use of the Windsor Heights Community Center and any damages or injury to third-persons or property arising out of my use of the Windsor Heights Community Center. My agreement to hold the City of Windsor Heights harmless shall extend to all employees, agents, representatives, affiliates, contractors or invitees of the City of Windsor Heights and shall cover all damages arising out of my use of the Windsor Heights Community Center including attorney fees. Should legal action be required to enforce the terms of this agreement, the City of Windsor Heights shall be entitled to recover all costs, including reasonable attorney fees, paralegal fees and expert fees.

Agreed by Signature of Host: _____ Date: _____

Mailing Address of Host: _____

Daytime Phone Number: _____ E-mail address: _____