

# TRANSPORTATION CENTER AND PARKING DECK SHORT-TERM FACILITY USE POLICY

(Res. No. 4965, §1, 7-15-02 and Res. No. 5116, §1,2, 1-6-03)

## **13-4-2. Transportation center and parking deck - Short-term facility use policy.**

### **13-4-2.1. Policy purpose.**

This policy establishes the conditions and regulations for short-term use by individuals, groups and organizations of the “Transportation Depot” and “Transportation Plaza” (collectively known as the “Transportation Center”) and the community events area of the Downtown Parking Deck. Such use shall be incidental to all permanent or long-term uses. As cited in this policy “Depot” means the former train station depot building located at 100 Broadway Terrace including the pavilion portion thereof. “Plaza” means the seven acre area adjacent to the Depot from the Depot building south to Grand Avenue and consisting of the transit waiting pavilion, brick plaza area, parking lots, community green area and that portion of the Hot Springs Creek Greenway north of Grand Avenue. “Center” means the entire complex including both the depot and the plaza. The term “Plaza” and “Center,” as used throughout this policy, shall also include the community events area of the Downtown Parking Deck located at 128 Exchange Street.

### **13-4-2.2. Community activities and short term uses.**

Short-term uses of a community nature shall be permitted within the center provided such activities do not unduly restrict or conflict with the transportation-related activities. In this regard, the following policies, procedures and fees are hereby established:

(a) *Reservation policies and procedures.*

- (1) *General procedures.* All events or short-term uses must be by reservation. Interested parties (event sponsor) must call the Facility Manager to determine availability and fees. All reservations will be accepted on a first-come, first-served basis. Reservations must be confirmed in writing by executing a Facility Use Agreement and paying the appropriate fees. Payment of fees must be made in advance to the Facility Manager, either by mail or in person at the Office of the Facility Manager, P. O. Box 700, 100 Broadway Terrace, Hot Springs, AR 71902. The City reserves the right to reassign uses at any time. City-sponsored events have priority over all other reservations. All reservations are subject to cancellation if the City requires use of the facilities. In such cases, the Facility Manager will notify the reserving party as soon as possible. The Facility Use Agreement shall be in a format

approved by the City Attorney.

- (2) *Reoccurring events.* Advance reservations for regular or reoccurring events or activities (e.g., farmer's market, civic group meetings, etc.) will be accepted for multiple dates within a calendar year as specified below. Once approved, such reservations must be resubmitted in January of each year. After reviewing each request, the City shall allocate space in as equitable a manner as possible based on the total requests received. Unless otherwise approved by the Board of Directors, use of the facilities by any particular event or activity sponsor shall be limited as follows:
  - a. twelve (12) events per year of no more than one (1) day duration each event; or
  - b. four (4) events per year of no more than three (3) days duration each event; or
  - c. two (2) events per year of not more than five (5) days duration each event; or
  - d. one (1) event per year of not more than seven (7) days duration.

In order to ensure equitable availability of depot meeting facilities, use by any person/group may be limited at the discretion of the Facility Manager.

(b) *Facility Use Fees and Deposits.*

- (1) *Facility Use Fees.* Event sponsors shall pay the facility use fees as established by Exhibit C hereto.
- (2) *Non-Profit Rate.* Non-profit organizations and government agencies shall pay one-half the established rate as indicated above. Non-profit status must be evidenced by IRS certification as a non-profit.
- (3) *City Use.* City of Hot Springs staff, boards, commissions or committees shall not be charged for city business related use during normal business hours (8:00 a.m. -- 5:00 p.m., Monday -- Friday, excluding holidays). Use by City of Hot Springs staff, boards, commissions or committees for City related activities after hours shall be paid by the user department at the non-profit rate. Provided, however, that the clean-up fee or security deposit shall not be required for any City business related use.
- (4) *Fee Payment.* Fees and deposits are due at the time of reservation and must be received by the Facility Manager at least seven (7) business days prior to

the event. Until the Facility Use Agreement is executed and the event fee and deposit are received by the Facility Manager, the reservation is not confirmed and cannot be held.

- (5) *Refund of deposit.* Refunds of plaza area deposits in full will be made only in the following situations:
  - a. Upon satisfactory inspection of the area used by city staff 48 hours after the event. If the facility requires any clean up by city crews whatsoever, the deposit will be forfeited.
  - b. Upon notification, in writing, of cancellation by the sponsoring organization no less than seven (7) calendar days prior to the scheduled event.
  - c. Upon cancellation due to inclement weather or other “acts of God.”
- (6) *Fee Waiver.* The fees as established herein may not be waived by any city staff member including but not limited to the Facility Manager and City Manager.
- (c) *Concessions.* Concession booths or trailers may be used within the plaza area upon approval by the facility manager. Concessions may only be operated by the event sponsor. The city reserves the right to operate, by franchise or otherwise, concession booths or trailers. Concessions booths or trailers shall pay a use fee of \$20.00 per day per trailer or booth. as permitted pursuant to Section VII. All concession booths or trailers shall comply with the applicable regulations of the Arkansas State Board of Health and must have the appropriate state license. No concessions, except as authorized by Section VI hereof, may be operated in the depot.
- (d) *Alcoholic Beverages.* The use or sale of alcoholic beverages of any type in the Depot or Plaza area is prohibited except as provided hereinafter. The City Manager may permit the sale or use of beer or wine on a case-by-case basis under such guidelines as the City Manager may prescribe. If approved, all such wine or beer sales or use must be conducted in accordance with the rules and regulations and under proper permit of the Arkansas Alcoholic Beverage Control Division of the Department of Finance and Administration.
- (e) *Security.* Each event sponsor shall be responsible for providing, at their expense, such security personnel as may be required by the Hot Springs Police. In this regard, the event sponsor may be required to submit a security plan to the Hot Springs Police Department not less than five (5) business days prior to the event. Whenever the sale or consumption of alcoholic beverages (beer or wine) has been approved, the security personnel must be certified law enforcement officers.
- (f) *Sanitation.* The event sponsor shall provide, at the sponsor’s expense, such

additional sanitation facilities (trash collection and porta-potties) as may be needed to service the planned event. Arrangements for trash collection shall be made with the City of Hot Springs Sanitation Department not less than five (5) business days prior to the event.

- (g) *General Use Policies.* The following general policies shall apply to use of the plaza and depot.
- (1) *Supervision Required.* Sponsors must provide adequate supervision of group activities to ensure that orderly conduct is maintained at all times. At all assemblies of minors, there must be at least one adult for every 20 minors.
  - (2) *Breakage.* Breakage or damage of any center amenities must be paid by the event sponsor at replacement cost.
  - (3) *Closing Hours.* All functions within the plaza shall close not later than 12:00 midnight, unless otherwise permitted. Meetings and programs in the depot must be held during such hours as may be established by the Facility Manager.
  - (4) *Behavior.* No intoxicants, narcotics, or alcoholic beverages, nor any person(s) under the influence of same shall be permitted on the premises; neither shall profane language, gambling, quarreling, or fighting be tolerated except as permitted pursuant to Section VII.
  - (5) *Liability Insurance.* If insurance is desired for event participants, spectators, personal property, etc., the event sponsor will be responsible for the same. No event insurance is provided by the City.
  - (6) *Admission Fees.* Gate or admission fees charged to event participants by any sponsor must be approved by the Facility Manager. The City shall receive five percent (5%) of all such gate or admission fees.
  - (7) *Electrical Facilities.* Under no circumstances shall any reserving party make any structural or electrical alterations to center facilities. No special wiring shall be permitted which exceeds the established voltage.

The conventional electrical outlets are available for use at the designated level of capacity. The use of adapters for accommodating feeder extensions is prohibited. Event sponsors must contact the Facility Manager for information concerning special wiring needs.

- (8) *Local Laws.* The event sponsor agrees to abide by all City regulations and local ordinances regarding use of public property. Failure to comply with these policies and procedures may result in denial of further use of the facilities.
  - (9) *Equipment Storage.* Storage of any kind of equipment or materials belonging to individuals or groups in center facilities is prohibited except when under the direct care and custody of the event sponsor.
  - (10) *City Personnel.* Request for services of City personnel to assist with events must be secured by the event sponsor through the Facility Manager not less than seven (7) days prior to the event. Such services will be accomplished if resources and time constraints permit.
  - (11) *Facility Conditions.* Reservations entitle users to existing areas in an “as is” condition.
  - (12) *Sales.* The depot public meeting room and pre-function area may not be used for the sale of goods or merchandise, or for any pecuniary purpose.
  - (13) *Smoking Prohibited.* Smoking is not permitted in the depot.
  - (14) *Food and Drink.* Food or drink is allowed in the Depot only with the approval of the Facility Manager.
  - (15) *City Staff.* The City reserves the right to have a member of its staff present at any scheduled event.
  - (16) *Maximum Capacity.* Event attendance is limited to the number allowed under the fire prevention code. Maximum attendance for the depot large meeting room is sixty-seven (67).
  - (17) *Furniture.* No physical changes are allowed except for the rearrangement of furniture in the depot meeting rooms. Furniture must be returned to its initial configurations after the meeting is over.
  - (18) *Additional Policies.* Additional policies and procedures may be imposed as deemed necessary by the City Manager or Board of Directors.
- (h) *Street Closing.* The Facility Manager is hereby authorized, upon request by an event sponsor, to close that portion of Orange Street as well as all driveways within the Plaza area to protect event attendees and pedestrians. Provided however, that access for transit and emergency vehicles shall be

provided at all times and no event activities, parking or staging shall be permitted on Orange Street or the transit bus lane within the plaza area.

- (i) *Non-Discrimination.* The center facilities will be available to anyone regardless of the content of their meeting or of the beliefs or affiliations of the sponsors on an equitable basis. Use by the public does not imply endorsement or approval by the City of Hot Springs of the beliefs, positions or actions of anyone or group using the facilities. The City reserves the right to request a statement or outline of event programs.
- (j) *Appeals.* An organization denied the use of the center facilities may appeal to the City Manager for reconsideration by submitting a written appeal describing the nature of the appeal and including the name, address, and telephone number of the responsible individual, and the name of the organization. The City Manager will issue a decision within thirty (30) days of the request.

#### **13-4-2.3. Policy waiver.**

The Board of Directors reserves the right to waive any provisions of this policy in unusual or unique circumstances when strict adherence would not be in the best interest of the public generally. These management policies prohibiting the use and sale of alcoholic beverages may be waived by the City Manager to permit the sale or use of beer or wine on a case-by-case basis under such guidelines as the City Manager may prescribe.

#### **13-4-2.4. Coordination.**

This policy shall be used in conjunction with such special events policy and property management policy as may now or hereafter be adopted by the Board of Directors.

#### **13-4-2.5. Exhibits.**

The following are exhibits hereto:

Exhibit A -- Transportation Depot site plan depicting areas available for short and long term use.

Exhibit B -- Transportation Plaza site plan depicting areas available for daily rental; and

**EXHIBIT C**  
**TRANSPORTATION CENTER & DOWNTOWN PARKING DECK FEES**

<b>PARKING PLAZA EVENT DAILY RATES</b>		
AREA	REGULAR RATE	NON-PROFIT RATE
A. Community Event Area	\$200.00	\$100.00
B. Top Level	\$200.00	\$100.00
C. Both Areas	\$300.00	\$150.00

<b>TRANSPORTATION PLAZA DAILY RENTAL FEE SCHEDULE</b>		
AREA	REGULAR RATE	NON-PROFIT RATE
A. Plaza	\$ 100.00	\$ 50.00
B. Open Parking Area	\$ 100.00	\$ 50.00
C. Community Green	\$ 200.00	\$ 100.00
D. Bus Parking Area	\$ 100.00	\$ 50.00
E. Greenway (south)	\$ 50.00	\$ 25.00
F. Greenway (north)	\$ 50.00	\$ 25.00
Total Plaza (areas A-F)	\$ 400.00	\$ 200.00
Additional fee for access to Depot restrooms during non-business hours	\$ 150.00	\$ 75.00

*Security Deposit. The Sponsor of an event or activity in the plaza area or parking deck shall post a refundable security/clean-up deposit of \$250 or amount equal to one day's fee, whichever is lowest.*

<b>TRANSPORTATION DEPOT HOURLY RENTAL FEE SCHEDULE</b>				
AREA	BUSINESS HOURS		AFTER-BUSINESS HOURS	
	Regular Rate	Non-Profit Rate	Regular Rate	Non-Profit Rate
A. Large Meeting Room	\$ 30.00	\$ 15.00	\$ 40.00	\$ 20.00
B. Pre-Function	n/a	n/a	n/a	n/a
C. Open Display Area	\$ 20.00	\$ 10.00	\$ 30.00	\$ 15.00
D. Pavilion	\$ 10.00	\$ 5.00	\$ 20.00	\$ 10.00
Total Depot (areas A-D)	\$ 50.00	\$ 25.00	\$ 60.00	\$ 30.00
The minimum rental shall be one hour; fees shall be calculated to the nearest quarter hour thereafter. Time required by an event sponsor for event set-up shall be included as billable time.				

*Depot Cleaning Fee. An additional fee of \$30.00 shall be paid for all events inside the Depot that will have food or drinks served during the event.*