

# **OPTIMUM COMMUNITY CENTER** **USE GUIDELINES AND REGULATIONS**

## **BACKGROUND**

The Optimum Community Center (“Center”) was established by the City of Bullhead City (“City”) to benefit all residents of Bullhead City. Formerly, known as Mountain View Elementary School, the repurposed school is now owned by the City and functions as a community center.

## **PURPOSE**

In addition to use permits and meeting room agreements, the purpose of this Optimum Community Center Use Guidelines and Regulations (“Regulations”) is to establish general guidelines applicable to all areas of use within the Center.

## **SPACE AVAILABLE**

Gymnasium (maximum occupancy: 315 with tables and chairs/650 with chairs only).

Multipurpose Room (maximum occupancy: 122).

Multipurpose Meeting Room (maximum occupancy: 33).

Meeting Rooms in Building 600 (maximum occupancy: 24).

Kitchen (access to warmers, refrigerators, coolers, freezers, prep tables, heat lamps, hand washing sinks, a three-compartment sink, and shelving).

## **GENERAL USE**

- A. The use of the Center, which includes its gymnasium, multiple purpose rooms, meeting rooms, kitchen, and playground and parking areas are available for community and government activities and functions. City activities and/or programs will have priority over other applications.
- B. The Center is available subject to availability and payment of applicable fees.
- C. The City reserves the right to require forms, applications, documents, and proof of insurance, as may be necessary to protect the City’s interest.
- D. The user is responsible for clean-up, including sweeping and wet mopping as necessary, wiping down restroom counters and mirrors, flushing toilets and the overall restoration of the area used. The user is financially responsible for any damage incurred during use.
- E. All users must also post a security deposit in accordance with the comprehensive fee schedule to ensure the location is left in compliance with all applicable Center regulations, city and state laws, as well as the provisions of the permit. If all areas utilized are properly cleaned and/or maintained, deposits are fully refundable. If significantly more participants attend the event than what was projected in the application, the deposit may not be fully refunded. This

determination is at the discretion of the City Manager and is final. It may take up to 30 days to process refunds.

- F. Smoking is not permitted in Center. Persons desiring to smoke must exit the Center and remain outside and twenty (20) feet from any building entrance pursuant to the Smoke-Free Arizona Act (ARS § 36-601.01).
- G. Any public announcements or advertisements citing the use of the Center must be referred to as the Optimum Community Center.
- H. The City will not handle, care for, or act as custodian for any property or equipment belonging to the user. The City is not responsible or liable to the user for any loss or damage to user's property while utilizing the Center.
- I. The permit holder is responsible for all members of its group and must ensure compliance with all applicable Center regulations, city and state laws, as well as the provisions of the permit.
- J. All electrical or special needs must be addressed through the permitting process.
- K. All permits are revocable for any violation of any terms or conditions of the permit including the conduct of the user or event participants.

### **HOURS**

The Center is available from 8:00 a.m. to 11:00 p.m., daily. Hours are subject to change without notice by the City Manager.

### **RESERVATIONS**

- A. The Center is available on a first-come, first-serve reservation basis. Anyone interested in a reservation can make a reservation at:  
<https://www.bullheadcity.com/government/parks-and-recreation>.
- B. Fees currently applicable for reservation can be viewed at:  
<https://www.bullheadcity.com/government/departments/finance/city-fees-and-charges>.
- C. The City Manager may waive all fees if the City is a co-sponsor of an event.

### **PERMIT DURATION**

- A. A permit is good only during the date and times shown on the permit. All event preparation and clean-up must be completed within the authorized permit times.
- B. The permit is non-transferable.
- C. The permit holder must retain a copy of the permit and have it in holder's possession on the date(s) of use. The permit must be shown upon request by any City official.

## **SPECIAL EVENTS**

- A. Plans for special events must commence with a meeting with the City's Marketplace Coordinator (Ann Roberts/[aroberts@bullheadcityaz.gov](mailto:aroberts@bullheadcityaz.gov)) and will be required to comply with Section 5.06 of the Bullhead City Municipal Code.
- B. The application approval and review process may take up to 30 days. Under no circumstances should an applicant advertise or commit to the applicant's event until an agreement has been approved. Therefore, applicants should submit applications well in advance of the anticipated event date.
- C. An approved agreement is non-transferable.
- D. For large special events the user may be required to provide portable restrooms, trash receptacles and/or bins, and other infrastructure deemed necessary by the City Manager or designee.
- E. Each special event is unique in its requirements for space and facilities, and therefore additional fees may be assessed through an agreement process and approved by City Manager or designee.
- F. The City will require a security deposit and the organization must still comply with all license and permitting requirements. The City Manager may require a percentage of any profits to be donated to the City based on the unique circumstances of the special event.
- G. If any City personnel are required to support the event, the cost of their services will be borne by the user based on fees established in the comprehensive fee schedule or as determined by the agreement.
- H. A site plan showing the layout of the event may be required depending on the size of the event and the number of facilities involved.
- I. Police and fire department and other government inspections and/or investigations will be conducted when necessary to ensure compliance with all applicable City rules and ordinances, state laws, health and safety requirements, as well as the provisions of the permit.
- J. Vendors
  - 1. The event organizer must provide a list of vendors including vendor name, mailing address and either an Arizona Transaction Privilege Tax ID number or a valid City Business License number. Vendors who have a valid City Business License are not required to pay City vendor fees.
  - 2. Individual vendors must obtain a special event vendor permit through the promoter/sponsor.
- K. Other Permits
  - 1. The application must provide evidence of applications or permits required by other entities prior to the event. This may include Mohave County Health Department or the State of Arizona.



2. A City business license is required by the special event sponsors and must be presented to [aroberts@bullheadcityaz.gov](mailto:aroberts@bullheadcityaz.gov) prior to the event. A City business license is not required for non-profits not registered as a legal entity.

### **FOOD AND BEVERAGES**

- A. Food and beverage are only allowed in the Center in accordance with the permit issued. Security deposits will be deducted for any damage and/or staining caused by the food and beverage. Alcohol is prohibited in Meeting Rooms and their immediate surroundings. Food and beverage are only permitted in Meeting Rooms by special arrangement.
- B. The kitchen is available for rent only for warming food in accordance with the fee set forth in the City's Comprehensive Fee Schedule.
- C. The City may restrict certain foods and beverages based on use or other factors.
- D. The use or possession of alcoholic beverages is allowed only in the Gymnasium, Multipurpose Room and Multipurpose Meeting Room, and in accordance with the permit issued. Alcohol may not be brought onto Center property. City may terminate an event upon any evidence of outside alcohol or the consumption of alcohol by minors. City is the exclusive provider of alcohol as provided by permit.
- E. User is responsible for any health department permitting for self or any vendor and City is not responsible for the condition or safety of the food served.

### **SECURITY**

A user may be required to provide, at its expense, outside security for any event with a projected attendance of 100 or more persons or for any event in which alcohol is authorized.

### **INSURANCE**

- A. Users of the Center who are registered legal entities or users with permits in which alcohol is authorized, will be required to provide evidence of one or more of the insurance policies listed below at the time of the reservation. The requirement for insurance depends on type of activity, extent of the facilities to be used, and the number of participants.
  1. A general commercial liability policy in the amount of \$1,000,000 per occurrence, which names the City as an additional insured by written endorsement. Provision of a certificate of insurance is insufficient. The policy must provide coverage for bodily/personal injury, property damage, and broad form contractual liability. All insurance policies are subject to approval by the City. Any insurance company must be registered within the State of Arizona and possess an AM Best rating of "A" or better. The user will not cancel, reduce, discontinue or otherwise materially alter any insurance policy during the period of performance without giving the City written notice before canceling or changing any policy. All endorsement and certificates must be presented to [aroberts@bullheadcityaz.gov](mailto:aroberts@bullheadcityaz.gov) no later than 48 hours prior to the commencement of the event.
  2. A Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages of not less than \$1,000,000 for each occurrence on all vehicles the user utilizes, whether owned or leased, in connection with the use of the Center.

3. Worker's Compensation Insurance as required by the State of Arizona.
4. Special event applicants must require subcontractors to provide Worker's Compensation coverage with at least as much coverage as that provided by the user.

### **INDEMNIFICATION**

The fullest extent of the law, user agrees to indemnify, defend, save, and hold harmless the City, its departments, boards, commissions officers, elected officials, agents, volunteers and employees ("Indemnitees") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys fees, and costs of claim processing, investigation and litigation) to which any Indemnatee may become subject, under any theory of liability ("Claims") to the extent that Claims are caused by the negligent acts, recklessness, or intentional misconduct of the user, its officers, employees, agents, volunteers, customers, or any tier of subcontractor in connection with the user's event and use of the Center. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation law or arising out of the failure of user to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. User agrees it will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

### **DIGITAL IMAGERY**

City may capture digital imagery of a user's event for promotional or official City purposes. User grants permission for the use of any images or recordings taken of the user or other participants of the event and waives compensation for their use. If individuals could be easily identified through the imagery, City will not attempt to capture imagery without first obtaining the consent of those involved in the proposed imagery.

### **CONCURRENT USES**

Users recognize that there could be more than one meeting or event taking place concurrently in areas adjacent to user's permit, which could have an impact upon the user's event. The City is not responsible for any impact an adjacent/concurrent use at the Center may have on a user's permitted event.

### **CANCELLATION**

- A. Full refund: If the event is cancelled more than 30 days prior to the event date, the user will receive a full refund of the deposit (if applicable) and event fee.
- B. Partial refund: If cancelled between 30 and 15 days prior to the event date, the user will receive a 50% refund of event fee and forfeit deposit (if applicable).
- C. No refund: If cancelled 14 days or less from the event date the user will not be eligible for a refund and forfeits the deposit (if applicable).

### **DENIAL**

- A. The City Manager may deny use of the Center when the City Manager has reasonable grounds to believe that:

1. The proposed use or the actual use would constitute an unreasonable risk to the health or safety of persons using the Center or would cause damage to the Center or any City premises.
2. The proposed use or the actual use would be or is disruptive to ordinary business of the City or would, or does, interfere with the use and enjoyment of Center by members of the public.
3. The user has failed to comply with terms and conditions of previous permits.


B. The decision of the City Manager is final.

### AMENDMENTS

These guidelines and regulations may be amended as the City Manager or designee deems reasonable for the more efficient and fair administration of the use of the Center.

Approved:  
City Manager

  
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Initials

  
\_\_\_\_\_  
Date