

**RESOLUTION NO. 1222-24
AMENDING RESOLUTION NO. 1180-22**

BEL AIR ARMORY LEASING FEE SCHEDULE

WHEREAS, Chapter 192-1 of the Bel Air Town Code authorizes the Board of Town Commissioners to establish fees from time to time for certain Town services and documents; and

WHEREAS, the Board of Town Commissioners desires to amend the leasing fee schedule for the Bel Air Armory; and

WHEREAS, the Town staff is recommending security deposit changes to help cover costs associated with post event cleaning and damages;

NOW, THEREFORE, BE IT RESOLVED by the Board of Town Commissioners that the Bel Air Armory Leasing Fee Schedule shall be amended as follows:

SPECIAL EVENTS:

I. Government or Non-Profit

- a. Monday - Wednesday events
 - i. Hourly Rate (3 hr. minimum) \$75/hour
- b. Thursday through Sunday events
 - i. Hourly Rate (6 hr. minimum) \$100/hour

II. Individual or Business

- a. Monday - Wednesday
 - i. Hourly Rate (3 hr. minimum) \$75/hour
- b. Thursday through Sunday events
 - i. Hourly Rate (6 hr. minimum) \$150/hour
- c. Town Owned/Occupied Property
 - i. A discount of 10% will be applied for individuals or businesses that own or occupy property within the incorporated boundaries of the Town of Bel Air.

III. Kitchen

- a. Use of the kitchen along with a full day (eight hour) event:
 - i. Full kitchen use (i.e., cooking, baking) \$200.00
 - ii. Ice and/or water only No charge

IV. Grounds

- a. Frederick Ward Park/Armory Park of the Bel Air Armory may be reserved with advance notice. Use of the park is encouraged for benefit of the community and general public.
- b. Frederick Ward Park/Armory Park may not be used/reserved when the Armory is rented/leased or otherwise committed or under contract with another party.

V. Cleaning and Event Setup/Takedown Services

- a. A separate fee may be required to cover the costs of custodial, maintenance, event setup, event takedown, or other services provided by either in-house staff or subcontractors for event related expenses.
 - i. Cost to be determined on a case-by-case basis.

VI. Deposits

- a. Rental Fee Deposit: A minimum 50% deposit of the total rental fee shall be payable and received with a signed contract for all events.
- b. Security Deposit: A refundable security deposit (~~\$250~~) shall be payable and received upon the balance due. The Security Deposit may be used for costs including but not limited to damage, cleaning, and/or overages above contracted rental/lease hours.
 - i. \$500 Security Deposit for any event where alcohol is served.**
 - ii. \$500 Security Deposit for any event with greater than 100 participants.**
 - iii. \$250 Security Deposit for any event with less than 100 participants and no alcohol is served.**

VII. Refunds

- a. A contract may be cancelled, in writing, by the lessee, and submitted at least ninety (90) days prior to the event start date for a full refund.

VIII. Miscellaneous

- a. Meeting/Conference Rooms, Offices and Storage Rooms
 - i. Rental of these rooms follows the hourly rate fee schedule.
 - ii. The Bel Air Downtown Alliance is exempt from the meeting and Conference room charges.
 - iii. Monthly or annual lease rates may be negotiated by the Town Administrator.

IX. Security

- a. The Town of Bel Air reserves the right to require security at the Lessee's expense.
- b. The Chief of Police will approve and/or assign the event security staff.
 - i. If Town of Bel Air Police Officers are utilized, the cost will be assessed based upon the actual cost to the Town, including, but not limited to salaries, wages, benefits, materials, supplies, signage, etc.
 - ii. If Town of Bel Air Police Auxiliary are utilized, the cost will be assessed

based upon the rate stipulated in the Town's Fee Schedule.

X. Long-Term Leases

- a. The Town Administrator may negotiate separate monthly or annual leases and rates for ongoing use of the facility over a period of time or for multiple specific days.

XI. Exemptions

- a. The Town Administrator may waive fees for Town sponsored events on a case by case basis.

XII. Holidays

- a. The Bel Air Armory will be closed for all Town holidays and unavailable for rental unless an exception is granted by the Town Administrator. If an exception is granted, appropriate rates including overtime charges will be established by the Town Administrator.

XIII. Inclement Weather or Other Emergencies

- a. If, at the discretion of the Town Administrator, the Armory is closed due to inclement weather, major building system failure, fire or other emergency, Lessees will be given a make-up date of equal value. If the event cannot be rescheduled, a refund will be given.

AND BE IT FURTHER RESOLVED that this Resolution shall become effective on March 4, 2024.

INTRODUCTION: February 20, 2024
PUBLIC HEARING: March 4, 2022
EFFECTIVE: March 4, 2024

Ayes:

Nays:

Absent:

Paula S. Etting, Chair
Board of Town Commissioners

Michael L. Krantz, Town Clerk