

Council Meeting  
Town Hall – 9212 County Road 97 March 12, 2020  
Immediately Following Workshop

The Town Council of the Town of Perdido Beach met in Regular Council Meeting March 12, 2020 immediately following the Workshop at the Town Hall with Mayor Kae Hamilton presiding. Mayor Hamilton called the Meeting to order at 7:10 pm.

**Members Present:** Council Members: Mayor Kae Hamilton; Councilman Gary Kiefer, Councilman Thomas Bloxham; Councilman Steve Love, Councilman Oliver Guilford and Councilman Andrew Stewart

**Members Absent:** None

**Others Present:** Lynn Thompson-Town Clerk and Members of the Town.

**Invocation and Pledge of Allegiance:** Recited in Workshop prior to Meeting

**Presentations:** None

**Public Comments:** None

**Minutes:** February 13, Workshop and Council Meeting Minutes and February 27, Special Council Minutes.

Motion by Councilman Bloxham, second by Councilman Kiefer to approve the minutes as presented.

No Discussion, All in favor motion carried to approve the minutes.

**Financials:** February 2020 Financial Report (Written Report Attached)

CHECKING ACCOUNT ENDING BALANCES AS OF FEBRUARY 29, 2020

General Operating Fund Account	\$379,919.29
4 & 5 Cent Gas Tax Account	\$3,624.24
7 Cent Gas Tax Account	\$4,166.26
Capital Improvement Fund Account	\$9,609.25
Special Account Money Market	\$119,272.02
Special Account	\$12,414.86
Gas & Diesel Acct.	\$3826.54

Motion Councilman Bloxham, second by Councilman Stewart to approve the Financial Report.

No Discussion, All in favor, Motion carried to approve the Financial Report.

**Ordinances:** None

**Resolutions:**

**Resolution**

**2020-03 REPEALING RESOLUTION 2019-04 SETTING FORTH THE RULES AND REGULATIONS FOR THE USE OF THE AL THOMPSON COMMUNITY CENTER.**

(Second Reading)

Motion by Councilman Bloxham, second by Councilman Kiefer to adopt RESOLUTION 2020-02 REPEALING RESOLUTIO 2019-04 SETTING FORTH THE RULES AND REGULATIONS FOR THE USE OF THE AL THOMPSON COMMUNITY CENTER as amended.

No discussion. All in favor the motion carried unanimously.

**Motions/Requests from the Council None**

**COMMITTEE REPORTS**

*(Reports are given in Workshop – any recommendations for the Town Council will be added to the Council Meeting Agenda for consideration by the Council and discussed at that time)*

**Budget and Finance Committee-Chair Councilman Steve Love**

**Beautification/ Buildings & Grounds Committee**

**Chair Councilman Tom Bloxham:**

**Public Safety-Chair Councilman Gary Kiefer**

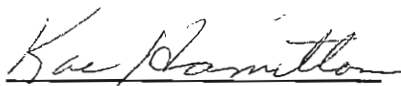
**Public Works-Chair Councilman Oliver Guilford**

**Council/Legal/Staff Comments**


**Public Comments:** (For discussion and or consideration on the next Council Agenda)

**Other Business:** None

**Adjourn:** Being no further business there was a motion by Councilman Guilford, second by Councilman Kiefer to adjourn. The meeting ended at 7:12 pm.

  
Kae Hamilton, Mayor

ATTEST:

  
Lynn Thompson, Town Clerk

CHECKING ACCOUNT ENDING BALANCES OF February 29, 2020

---

General Operating Fund Account	\$379,919.29
4 & 5 Cent Gas Tax Account	\$3,624.24
7 Cent Gas Tax Account	\$4,166.26
Capital Improvement Fund Account	\$9,609.25
Special Account Money Market	\$119,272.02
Special Account	\$12,415.84
Gas & Diesel Acct.	\$3826.54

Budget and Finance Meeting Report

Town Council Meeting

March 12, 2020

Our committee met March 10th and reviewed the various financial reports to ensure expenditures are in line with the budget and the bank accounts for accuracy. Income and expenses seem to be in line with the Budget for the month of February with income being \$197.70 more than expenses. Budgeted items are all in line, with Simple Sell Tax being much better than the budgeted amount. The new rebuild Alabama Gas Tax \$920.39 this month is earmarked for street repair (see account balances).

The General Fund had \$379,919.29 in it as of 2/29/2020. This number is like your checking account and varies daily. We have to always remain mindful of Budget constraints when considering which new projects to fund.

The special BP account has \$119,272.02 left in it which represents the money remaining to be spent on the State Street Park. The special BP checking account has \$12,415.84 remaining in it as of 2/29/2020. See attached sheet for Capital improvement and Gas tax account balances.

Our finances for the month of February appear to be strong. Again income is above the projected Budget and expenses are below Budget projections by approximately \$10,000. The Town is on good financial footing at this point.

Respectfully Submitted,

Steve Love, Chairman



**RESOLUTION 2020-03 REPEALING RESOLUTION 2019-04 SETTING FORTH  
THE RULES AND REGULATIONS FOR THE USE OF THE AL THOMPSON  
COMMUNITY CENTER**

BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF PERDIDO BEACH, ALABAMA, as follows:

- I. The facilities located in the AL THOMPSON COMMUNITY CENTER, will be regulated as outlined herein.
- II. **RESERVATIONS**
  1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
  2. Persons or groups wishing to reserve the facility must complete, date, and sign an application for use of AL THOMPSON COMMUNITY 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 at the Perdido Beach Town Hall. No reservations will be confirmed until the deposit is paid. (See attached costs chart)
  3. Persons or groups of more than 10 people must also obtain a Single Event Insurance Policy, provided by the renter naming the Town of Perdido Beach as additional insured for any event open to the public or where tickets are sold, and/or alcohol is on the premises.
  4. 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 Town Clerk not less than fourteen (14) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 14 days of the event.
  5. Groups that have repetitive events and have rented the Center for at least five consecutive years shall have the right for advance booking provided that the Town receives a completed application(s) and deposit(s) paid prior to the requested dates.
  6. Religious groups will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

7. Rental rates shall be per day as follows:

Community Center is available from 8am to 10 pm daily. Costs are \$100 for a 4 consecutive hour period or \$150 for any 8 consecutive hour timeframe between these hours. If the event runs over during the 8am to 10 pm time frame there will be a \$25 per hour additional fee. If the event and cleanup is not completed by the 10 pm time frame, there will be a fee of \$100 per hour until complete but not to go past a 2 hour additional time frame.

(The Center can be used for a minimal fee (\$25.00) hours in advance of the event in order to set up), if there is no event scheduled for that time frame.

8. The rental fee includes tables, chairs, and a one hour set-up time.

9. Other Rental Rates and Fees:

TV \$25.00

Butler Pantry \$50.00

Mandatory Cleaning

Deposit \$150.00

(To be used if not returned in satisfactory condition)

When the AL THOMPSON COMMUNITY CENTER is not being used by a paying group the Center may be used by LOCAL OR OPEN VENUES provided a cleaning deposit and notice is provided to the Town of the request. Said use is subordinate to the use of a paying event.

### III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be moved into aisles.
2. Access to the building must be arranged with the Mayor or his/her designee.
3. Persons or groups renting the CENTER shall have exclusive use of the parking lot with exception. of the spaces required by Town Hall
4. Licensed security officer may be required, must be approved by the Town Council and will be present during entire event. Events requiring a licensed security officer include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Town Council..
5. The Mayor will be the final authority regarding decorations:

- a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Mayor.
- b. No painting of any type will be permitted inside the facility.
- c. All decorations are to be free-standing or approved by the Town Council. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or damage a finished surface.
- d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, 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 there will be additional clean-up/damage fees.  
NO CANDLES ARE PERMITTED.
- e. Only rose petals, lavender, or bells are permitted at the CENTER when the bride and groom are leaving after a reception.
- f. 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 the Mayor.
- g. Cooking of any kind is not permitted,  
The pantry, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by approval of the Town Council.
- h. (a) If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure. Alcohol must be served by a licensed bartender or caterer.  
  
(b) If alcohol is provided (free) by the renter; it does not need to be served by a bartender but it shall be served by a designated person.  
  
(c) In either case, a licensed security officer must be present.
- i. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
- j. All equipment, including utility carts, coffee and tea urns, will be cleaned after use.
- k. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
- l. Grease shall be disposed of properly by renter or caterer.

- m. 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 pantry is clean and returned back to us as delivered. The Town Clerk will provide a detailed list of responsibilities.
6. Garbage and Debris:
    - a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
    - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
    - c. All garbage bags must be tied and placed in the garbage containers provided outside the facility.
    - d. The Town will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.
  7. Permission from the Town Council will be required for any person or group to bring into the building and use an appliance with special power requirements.
  8. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
  9. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
  10. No inventory items, such as chairs, tables, podiums, movie projectors, screens, utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
  11. All groups and organizations are responsible for their own clean-up. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. Mayor or his/her designee will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$50.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
  12. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and floor restoration (coolers and other heavy equipment may not be dragged across the floors at the Al Thompson Community Center.

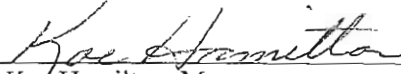


13. The Al Thompson Community Center is a smoke-free facility. "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means. Smoking is permitted in designated area, marked "Smoking Permitted." It is the renter's responsibility to ensure that all personnel at their function are made aware of this rule

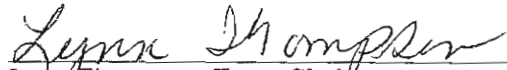
The Town Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

*Repeal of Resolution No. 2019-04 adopted by The Town of Perdido Beach, on April 11, 2019 is hereby repealed, such repeal to become effective on the effective date of this Resolution.*

ADOPTED AND APPROVED this **12<sup>TH</sup> DAY OF MARCH, 2020** by the Town Council in regular session assembled and under the Seal of the Town of Perdido Beach, Alabama.

  
Kae Hamilton, Mayor

ATTEST:

  
Lynn Thompson, Town Clerk

## Single Event Insurance Carriers

---

Here are some companies that write single event/day insurance.

[www.theeventhelper.com](http://www.theeventhelper.com)

<https://www.progressive.com/special-event-insurance/>

<https://directeventinsurance.com/one-day-insurance/>

<https://www.trustedchoice.com/business-insurance/liability/special-event/>

**APPLICATION FOR USE OF AL THOMPSON  
COMMUNITY CENTER**

9212 County Road 97, Perdido Beach, Al 36530 (251) 962-2200

We, the undersigned, hereby apply for the use of certain facilities at the Al Thompson Community Center and, in connection with said application, furnish the following:

1. Date(s) requested: \_\_\_\_\_ open: \_\_\_\_\_ Event Hours: from \_\_\_\_\_ to \_\_\_\_\_
2. Renters Name: \_\_\_\_\_ Phone (C): \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Phone (W): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Approx. number of persons expected - *Adults*: \_\_\_\_\_ *Minors*: \_\_\_\_\_
4. Purpose of use: \_\_\_\_\_ Will party be used? \_\_\_\_\_
6. Describe any equipment to be used: \_\_\_\_\_
7. Will there be any alcohol on the premises? If so, security must be provided by a licensed security officer.. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure. All bartenders must be licensed.

**CANCELLATION POLICY**

Any and all cancellations and/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 Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is larger and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the Town of Perdido Beach to use the Al Thompson Community Center, I hereby indemnify and hold harmless the Town of Perdido Beach, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the facilities at the Al Thompson Community Center who are injured or suffer property damage that is in any way caused by my use of the Al Thompson Community Center. This indemnity and hold harmless agreement is given to the Town of Perdido Beach to protect the Town and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Al Thompson Community Center. I have secured event insurance from \_\_\_\_\_.

**RENTAL AGREEMENT**

I further stipulate that I am 25 years or older and have read and understand all the rules and regulations as set forth in Resolution # 2020-03 by the governing body of the Town of Perdido Beach, for the use of this facility, and will abide by the same; and acknowledge that if any required chaperones or law enforcement personnel are not present, the event will be terminated.

I have read and agree to the above policies, including the cancellation and indemnity agreements.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_