

#5017

**ORDINANCE AMENDING CHAPTER 38 RELATING TO
MISCELLANEOUS OFFENSES AND PROVISIONS**

BE IT ORDAINED, by the Mayor and City Council of the City of Winston-Salem as follows:

Section 1: Section 38-8 (“Same—Sale or service at Fairgrounds, Winston Square Park, Wayne A. Corpening Plaza, Piedmont Triad Research Park Courtyard, Reynolds Park Golf Course, Orville Powell Clubhouse, Winston Lake Golf Course, and Jerry Jones Clubhouse; service during special events”) is hereby amended as follows:

Section 38-8 - Same—Sale or service at Fairgrounds, Winston Square Park, Wayne A. Corpening Plaza, Historic Bethabara Park, Piedmont Triad Research Park Courtyard, Reynolds Park Golf Course, Orville Powell Clubhouse, Winston Lake Golf Course, ~~and~~ Jerry Jones Clubhouse, Bowman Gray Stadium, and Salem Lake Marina; service during special events.

(a) Fairgrounds. It shall be lawful in a leased event at the fairgrounds for the lessee to serve or sell alcoholic beverages in areas designated in the lease. Any legally required licenses or permits shall be obtained by the lessee, and the lessee will be responsible for maintaining decorum and order and leaving the premises in a clean condition.

(b) Piedmont Triad Research Park Courtyard. It shall be lawful to serve or sell beer, wine, and other alcoholic beverages within the Piedmont Triad Research Park Courtyard at an event hosted by the city or by Idealliance, a North Carolina Non-Profit Corporation, or the designees, assigns or successors of Idealliance, where: (i) such event is intended to further promote the development of the Piedmont Triad Research Park; (ii) the boundaries of the area in which beer, wine, or other alcoholic beverages are served are clearly delineated; (iii) access to this area is restricted to event guests who shall be at least 21 years of age; and (iv) the requirements of subsections (d)(1) through (d)(4) below are met. Further, should the Courtyard be used for events other than those set out above, the city, operator or a renter may seek a special permit application pursuant to subsection (d) below. Depending upon the event host, the city, Idealliance, its designees, successors or assigns shall obtain any and all legally required licenses and permits and shall be responsible for maintaining the decorum and order and leaving the premises in a clean condition.

(c) Winston Square Park, Wayne A. Corpening Plaza, Historic Bethabara Park, Reynolds Park Golf Course, Orville Powell Clubhouse, Winston Lake Golf Course, ~~and~~ Jerry Jones Clubhouse, Bowman Gray Stadium, and Salem Lake Marina. It shall be lawful for the city, the operator or a renter of one or more of facilities or amenities listed in this subsection for a scheduled event to provide for or to cause to be provided arrangements for the serving of beer or wine at the Winston Square Park, Wayne A. Corpening Plaza, Historic Bethabara Park, Reynolds Park Golf Course, Orville Powell Clubhouse, Winston Lake Golf Course, ~~or~~ Jerry Jones Clubhouse, Bowman Gray Stadium, or Salem Lake Marina, either with or without charge being made therefor; provided the operator or renter: (i) completes and submits to the city’s recreation and parks department, at least 30 days in advance of the scheduled event, a city rental agreement with the language required by section (e) below and adheres to the same; (ii) pays the required

rental fees at least 30 days in advance of the scheduled event; (iii) agrees to comply with all applicable health and ABC laws; and (iv) agrees to comply with the obligation to make sure the contents of beer bottles or cans or wine bottles are poured into appropriate cups or glasses and all empty bottles or cans are handled and stored in such a manner as not to be broken or left in the park, plaza area, or in, within, around or on any city facility or amenity listed in this subsection. The event coordinator shall be responsible for maintaining decorum and order and leaving the premises in a clean condition.

(d) Service at other premises during special events. It shall be lawful for the city, the operator or a renter, during a special event, to provide or to provide for the serving or selling of beer or wine on city property designated by the city council by resolution, or on city property designated in an special event permit application approved by the office of business inclusion and advancement ~~community development department~~ pursuant to section 74-284 of the City's Code of Ordinances, either with or without charge being made therefor; provided:

(1) Such city property designated is not in front of an existing restaurant, bar, or private club or on that part of the sidewalk otherwise permitted for sidewalk dining;

(2) All applicable health and ABC laws are complied with;

(3) The contents of beer bottles or cans or wine bottles shall be poured into appropriate cups or glasses;

(4) All empty bottles or cans shall be handled and stored in such a manner as not to be broken or left on the city property; and

(5) Such city property designated may not be property operated, managed or controlled by the Winston-Salem Recreation and Parks Department, except as otherwise provided for in subsections (b) and (c) above.

(e) Inspection/release/indemnity/insurance. In consideration for serving alcoholic beverages, beer, or wine as allowed above, the lessee, renter or operator must sign an agreement that contains the following:

(1) A statement accepting the area to be used "AS IS";

(2) A statement releasing and forever discharging the city, its officers, agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury, including death, and/or property damage arising out of the use of the city's property and the service of alcoholic beverages, beer, or wine, except those claims that were proximately caused by the negligence of the city or of a city employee acting within the scope of his employment with the city;

(3) A statement agreeing to indemnify, defend and hold harmless the city, its officers, agents and employees from and against any and all claims, demands expenses,

costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of the lessee, renter or operator, or their respective agents, officers, employees or guests; and

(4) Evidence that the lessee, renter or operator has secured commercial general liability insurance to protect the lessee, renter or operator against any and all claims, demands expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury, including death, and/or property damage to the extent proximately caused by the negligent acts or omissions of the lessee, renter, or operator, and their respective employees, officers, agents or guests. The insurance shall also include coverage for liquor liability, explosion, collapse, and underground hazards, where applicable. This insurance shall provide bodily injury and property damage limits, each of not less than \$1,000,000.00 for each occurrence. All insurance required under this subsection shall be written with a company licensed to do business in North Carolina. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date except upon 30 days advance written notice to the city. Certificates of insurance for all of the insurance coverages described herein shall be submitted with the agreement referenced herein and shall be maintained for the duration of the event. The lessee, renter or operator may have the authorized server of alcoholic beverages, beer, or wine during the event, such as a caterer, join on the agreement referenced herein and include the server's certificate of insurance to satisfy the requirement for liquor liability insurance.

(f) Permission to sell or serve beer, wine or other alcoholic beverages at any city facility or amenity addressed in this section shall be withdrawn for failure of the renter or operator, or the employees, officers, guests, invitees of either to comply with the requirements set forth in this section or any applicable laws.

Section 2: This ordinance shall become effective upon adoption.