

**CITY OF AURORA, MISSOURI,
MUNICIPAL ALCOHOL POLICY FOR COMMUNITY ROOM
RENTALS WITHIN THE AURORA RECREATION CENTER FACILITY**

1. Purpose and Scope

The City of Aurora, Missouri ("City") has established this Policy to regulate the possession, service, and distribution of Intoxicating Liquor during the rental of community rooms within the Aurora Recreation Center facility only. This policy does not apply to any other City-owned buildings or facilities. This Policy is intended to ensure compliance with all applicable Missouri state liquor laws and local ordinances, while promoting the responsible use of Intoxicating Liquor and protecting the safety and well-being of event attendees and City property.

2. Definitions

For the purposes of this Policy, the following terms shall have the meanings ascribed to them:

- a. "Intoxicating Liquor" means any liquid capable of being consumed as a beverage and containing in excess of one-half of one percent of alcohol by volume, including alcohol, spirits, wine, and beer, as defined in Section 311.020, RSMo.
- b. "Original Container" means the package in which purchased Intoxicating Liquor is originally delivered and intended for retail sale, with unbroken seal and original labeling intact.
- c. "Community Room" means any indoor facility within the Aurora Recreation Center owned by the City and made available for rental by the general public. This includes, but is not limited to, designated meeting rooms and multipurpose rooms approved for rental use. For purposes of this Policy, the term "Community Room" expressly excludes all non-rentable areas of the Aurora Recreation Center, including but not limited to fitness facilities, gymnasiums, hallways, recreational areas, and all other common areas not designated for private rental.
- d. "Event" means any gathering, function, celebration, or activity held within a City-owned Community Room within the Aurora Recreation Center pursuant to a valid rental agreement.
- e. "Event Organizer" means the individual, organization, or entity that has entered into a rental agreement with the City for use of a Community Room and is responsible for compliance with this Policy.
- f. "Non-Commercial Service" means to furnish, distribute, pour, or otherwise make available Intoxicating Liquor for immediate consumption to any person, whether directly by hand or indirectly by placement on a table, bar, or other surface. This term includes both commercial and non-commercial service of Intoxicating Liquor and applies regardless of whether compensation is received, provided the beverage is physically dispensed or made accessible to another individual for the purpose of consumption.
- g. "Offer for Sale" means any action or conduct, whether written, verbal, or implied,

that communicates an intention to sell or transfer Intoxicating Liquor for consideration, including money, tickets, donations, admission charges, or other forms of compensation or exchange. This term shall be interpreted broadly in accordance with the public policy of the State of Missouri to strictly regulate the commercial distribution of Intoxicating Liquor.

3. Permitted Alcohol Use

The City shall allow the possession and service of Intoxicating Liquor only within City-owned community rooms. Intoxicating Liquor shall not be consumed, possessed, or served outside of the rented Community Room, including fitness facilities, gymnasiums, hallways, recreational areas, and other common areas of the Auroura Recreation Center facility. Such possession and service within a rented Community Room is permitted only under the following conditions:

a. **Non-Commercial Service by Event Organizer (No License Required)**

An Event Organizer may provide Intoxicating Liquor for consumption by attendees through Non-Commercial Service, subject to the following conditions:

- i. No monetary or other form of consideration, whether direct or indirect, shall be exchanged in connection with the provision of Intoxicating Liquor, including but not limited to ticket sales, entry fees, donations, or other forms of compensation;
- ii. The Event Organizer shall assume full responsibility for ensuring compliance with this Policy and all applicable state and local laws governing the service of Intoxicating Liquor; and
- iii. The City reserves the right to determine, based on the facts and circumstances, whether an Event constitutes Non-Commercial Service or the Offer for Sale of Intoxicating Liquor.

b. **Sale by Event Organizer (License Required)**

Event Organizers may Offer for Sale Intoxicating Liquor, including through ticket sales, donations, admission fees, or other indirect forms of compensation, subject to the following conditions:

- i. The Event Organizer shall obtain all required licenses from the State of Missouri and the City of Aurora;
- ii. The Event Organizer shall submit proof of such licenses and any required permits to the City at least fourteen (14) days prior to the scheduled Event; and
- iii. The Event Organizer shall fully comply with all applicable state and local laws governing the sale of Intoxicating Liquor.

c. Licensed Caterer (Sale or Service)

Event Organizers may engage a Licensed Caterer to sell or serve Intoxicating Liquor at the Event, subject to the following conditions:

- i. The Event Organizer shall ensure that the caterer is duly licensed by the State of Missouri and the City of Aurora to sell or serve Intoxicating Liquor;
- ii. The Event Organizer shall submit proof of such licenses and any required permits to the City at least fourteen (14) days prior to the scheduled Event; and
- iii. The caterer shall assume full responsibility for compliance with all applicable state and local liquor laws and regulations governing the sale of Intoxicating Liquor.

d. Handling and Service Standards (Event Organizers and Licensed Caterers)

The following conditions apply to all individuals or entities engaging in Non-Commercial Service or the Offer for Sale of Intoxicating Liquor at the Event, including both Event Organizers and Licensed Caterers:

- i. All Intoxicating Liquor shall remain in its original container until dispensed to individual attendees;
- ii. No attendee under the age of 21 is served or permitted to consume Intoxicating Liquor; and
- iii. The Event Organizer remains solely responsible for ensuring that any Licensed Caterer fully complies with the requirements of this Policy.

4. Operational Restrictions

- a. **Visibility:** The interior of the rented community room must be visible from the outside at all times. Blinds, curtains, or other obstructions that block visibility are not allowed. City staff must be able to observe the interior of the Community Room from common areas or entrances without impediment.
- b. **Location Restriction:** Intoxicating Liquor shall not be consumed, possessed, or served outside of the rented Community Room. Intoxicating Liquor is expressly prohibited in all other areas of the Aurora Recreation Center, including fitness facilities, gymnasiums, hallways, recreational areas, and other common areas.
- c. **Underage Consumption:** The Event Organizer shall ensure that no person under the age of 21 consumes Intoxicating Liquor on the premises. The Event Organizer shall implement appropriate measures to verify the age of attendees, such as:
 - i. Checking identification of all attendees who appear to be under the age of

40;

- ii. Using wristbands or other visible indicators to identify attendees who are of legal drinking age; and
 - iii. Monitoring the Event to prevent underage consumption.
- d. Responsible Service: The Event Organizer shall ensure that Intoxicating Liquor is served in a responsible manner, including:
- i. Not serving Intoxicating Liquor to visibly intoxicated individuals;
 - ii. Providing non-alcoholic beverage alternatives; and
 - iii. Ensuring that food is available when Intoxicating Liquor is served.

5. Regulatory Compliance

- a. State and Local Laws: Event Organizers shall comply with all applicable Missouri state liquor laws, City of Aurora ordinances, and other relevant regulations pertaining to the possession, service, and distribution of Intoxicating Liquor.
- b. Permits and Licenses: Event Organizers shall obtain and maintain all necessary permits and licenses required for the service of Intoxicating Liquor at the Event, and shall provide copies to the City at least fourteen (14) days prior to the Event.

6. Liability and Insurance

- a. Liability and Indemnification: The Event Organizer shall assume full responsibility and liability for any claims, damages, or injuries arising from the Non-Commercial Service or the Offer for Sale of Intoxicating Liquor on the premises. The Event Organizer shall indemnify, defend, and hold the City harmless from any such claims, including but not limited to:
 - i. Personal injury or property damage claims;
 - ii. Claims arising from violations of liquor laws or regulations;
 - iii. Claims related to underage consumption; and
 - iv. Any other claims arising from the presence, service, or consumption of Intoxicating Liquor at the Event.
 - v. The Event Organizer shall, at their sole expense, obtain and maintain a general liability insurance policy covering the rental and use of the facility. Such policy shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall expressly include liquor liability coverage for the service, possession, or consumption of Intoxicating Liquor at the Event. The policy shall name the City of Aurora, Missouri as additional insured. A

certificate of insurance evidencing this coverage shall be provided to the City no later than fourteen (14) days prior to the scheduled Event. Failure to provide proof of required insurance, including liquor liability coverage, may result in cancellation of the Event rental without refund.

7. Security Staffing

Security Requirements: The City Manager or their designee shall have the sole discretion to determine whether security personnel are required for an Event. This determination shall be based upon, but not limited to, anticipated attendance, the nature of the Event, and other risk factors.

- a. **City-Provided Option:** If security is deemed necessary, the City shall first offer to provide security staffing through off-duty Aurora Police Department officers, in a number to be determined by the City Manager or their designee. The Event Organizer will be responsible for all costs associated with such security staffing.
- b. **Event Organizer-Provided Option:** If no off-duty Aurora Police Department officers are available, or if the number of available officers is insufficient, the Event Organizer shall provide security personnel at their own expense. Such security personnel must consist of off-duty certified peace officers or equivalent law enforcement-credentialed personnel.

Background Checks: All security personnel not provided directly by the City shall undergo a background check prior to the Event. Approval of such personnel shall be subject to the sole discretion of the City Manager or their designee. The Event Organizer shall be responsible for all costs associated with such background checks.

8. Enforcement Authority

- a. **Inspection:** City personnel, including but not limited to the City Manager, police officers, fire officials, and designated Community Room staff, may inspect the rented Community Room at any time during the Event to ensure compliance with this Policy. The Event Organizer shall cooperate fully with such inspections.
- b. **Violations:** Violations of this Policy may result in the following consequences:
 - i. Immediate termination of the Event;
 - ii. Prohibition from future rentals of City Community Rooms for a period of up to five (5) years; Referral to appropriate law enforcement agencies for potential criminal prosecution; and
 - iii. Civil liability for any damages or costs incurred by the City as a result of the violation.
- c. **Documentation:** City personnel shall document any observed violations of this Policy, including:

- i. The nature and time of the violation;
- ii. The name of the Event Organizer;
- iii. Any corrective actions taken; and
- iv. Any enforcement actions implemented.

9. General Provisions

- a. Policy Amendment: The City reserves the right to amend this Policy at any time. Amendments shall be approved by the City Council.
- b. Severability: If any provision of this Policy is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To this end, the provisions of this Policy are severable.
- c. Event Termination: City staff, including Community Room supervisors, police officers, and other designated personnel, shall have the discretion to immediately terminate any Event if:
 - i. Intoxication or disruptive conduct occurs;
 - ii. Violations of this Policy are observed and not immediately corrected;
 - iii. Safety concerns arise that cannot be promptly addressed; or
 - iv. The Event Organizer fails to comply with directives from City personnel.
- d. Appeals: An Event Organizer may appeal enforcement actions taken under this Policy by submitting a written appeal to the City Manager within ten (10) days of the enforcement action. The City Manager shall review the appeal and issue a written decision within thirty (30) days. The decision of the City Manager shall be final.

10. Effective Date

This Policy shall take effect immediately upon approval.

Dated this ___ day of _____, 2025.