

## Current City Ordinance/SUP Compliance Record

Current Requirements		Compliance by Applicant
	<p><b>House (Airstream) Trailer On-site.</b>  <i>The City Council approved Conceptual Site Layout does not allow the house trailer on the property</i>  <b>Requests change in Site Layout</b></p>	<p><b><u>Non-Compliant.</u></b>                      After being told by City Staff, not to put the trailer on the property, the applicant continues to bring the house trailer on-site for most events.</p>
1	<p><i>"Events shall be limited to a maximum of 225 guests"</i></p>	<p><b><u>Appears Compliant.</u></b></p>
2	<p><i>"Events shall start no earlier than 9:00a.m., and shall end by 10:00 p.m. Sunday through Thursday and by 11:00 p.m. on Fridays and Saturdays"</i></p>	<p><b><u>Limited Compliance.</u></b>                      Signed Contract to have a New Year's Eve Party that would have continued until 12:30am. Applicant was forced to cancel contract 6 days before event. Some loading and clean-up has occurred as late as 3am.</p>
3	<p><i>"Music and entertainment shall discontinue by 9:45 p.m. Sunday through Thursdays and by 10:45 p.m. on Fridays and Saturdays"</i></p>	<p><b><u>Limited Compliance.</u></b>                      Signed Contract to have a New Year's Eve Party that would have continued until 12:30am. Applicant was forced to cancel contract 6 days before event.</p>
4	<p><i>"Alcoholic beverages shall not be served after 9:30p.m. Sunday-Thursday and 10:30 p.m. on Fridays and Saturdays"</i></p>	<p><b><u>Limited Compliance.</u></b>                      Signed Contract to have a New Year's Eve Party that would have continued until 12:30am. Applicant was forced to cancel contract 6 days before event.</p>
5	<p><i>"Events at the facility shall be subject to the sound decibel restrictions established for residential properties"</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Limited Compliance.</u></b>                      Noise from dance music can be heard inside neighbor's homes frequently, especially the thumping of the base sounds from dance music.</p>
6	<p><i>"Any amplification, speaker or music source shall be required to be located entirely within the building"</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Limited Compliance.</u></b>                      Speakers have been used outside of building.</p>
7	<p><i>"Noise dampening materials shall be installed inside the structure"</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Non-Compliant.</u></b>                      No special noise dampening material was included in the Architect's scope of work.</p>

<p><b>8</b></p>	<p><i>“An automated sound meter that controls decibel levels shall be utilized by the facility”</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Non-Compliant.</u></b>          According to GPD Capt. Waits (P&amp;Z Meeting, 1/19/16), technology does not exist for this type of event center.</p>
<p><b>9</b></p>	<p><i>“A facility owner shall be required to be present on-site during all events”</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Limited Compliance.</u></b>          The last 6 months, only a manager appears to have been on-site.</p>
<p><b>10</b></p>	<p><i>“A minimum of one security officer shall be required at any event where alcohol is to be served that exceeds 50 guests, with two required at an event that exceeds 100 guests”</i></p>	<p><b><u>Non-Compliant.</u></b>          Owner has only used 1 security officer (from GPD) for parties, even though average party size is 149 according to owner (1/19/16).</p>
<p><b>11</b></p>	<p><i>“Inside dance lighting, such as a strobe light, shall not be visible from outside the building”</i></p>	<p><b><u>Non-Compliant.</u></b>          Numerous events have used dance lighting inside and clearly (visible from outside) during parties without any window covering.</p>
<p><b>12</b></p>	<p><i>“Events serving alcohol shall require a state-licensed and certified bartender”</i></p>	<p><b><u>Appears Compliant.</u></b></p>
<p><b>13</b></p>	<p><i>“No direct retail sales of alcohol to the general public is permitted”</i></p>	<p><b><u>Appears Compliant.</u></b></p>
<p><b>14</b></p>	<p><i>“Primary entry to the building will be on the north side of the property for guests, vendors, and office usage”</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Non-Compliance.</u></b>          The applicant has used the north entrance on 8<sup>th</sup> St for guests and all vendors, including large food trucks/trailers, to use east entrance along Myrtle St, a narrow (24’ wide) residential street.</p>
<p><b>15</b></p>	<p><i>“The proposed 30-foot wide door shall remain closed when there is music or amplification or may be replaced with a stationary glass wall and a standard width glass door”</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Limited Compliance.</u></b>          The applicant has allowed a number of parties during the spring, summer and fall to have the 30’ wide door to the yard completely open while amplified dance music has played inside.</p>
<p><b>16</b></p>	<p><i>“No parking related to the event or office usage will be allowed on Myrtle Street and the adjacent residential area”</i>  <b>Applicant Requests Removal</b></p>	<p><b><u>Usually Compliant.</u></b>          During the last 6 months, valet staff has begun to regularly park cars on some residential streets (200 block of 9<sup>th</sup> St).</p>

<b>17</b>	<i>“Valet parking is required for events of 75 or more adult guests”</i>	<b><u>Compliant.</u></b>
<b>18</b>	<i>“A low level landscape buffer shall be planted and maintained along the southern property line”</i>	<b><u>Eventually Compliant.</u></b> The Applicant attempted to build a brick wall on their southern property line, which would have eliminated the required 10’ buffer yard with the residential neighbor. After 6 months of discussion with the City, City Staff directed him to build the brick wall no closer than 10’ of the residential property line.
<b>19</b>	<i>“The applicant shall acquire a shared parking agreement, <b>as outlined in the UDC</b>, to address the parking demands of larger events prior to issuance of the Certificate of Occupancy”</i>	<b><u>Non-Compliant.</u></b> The applicant <u>has never</u> acquired and recorded an approved Parking Agreement for the last 2 years according to City Staff, even though an <u>approved Parking Agreement was a specific requirement for issuing a Certificate of Occupancy</u> . New Parking Agreement, signed 11/3/15, appears to be in conflict with UDC.