

<b>BOARD POLICY</b>	
<b>SUBJECT</b>	<b>Freight Shed Use Policy</b>
<b>POLICY NUMBER</b>	<b>BP12-25</b>
<b>ORIGINAL EFFECTIVE DATE</b>	<b>November 15, 2012</b>
<b>REVISION DATE</b>	<b>November 16, 2021 (R21-116)</b>
<b>HISTORICAL REFERENCE</b>	<b>January 7, 2013; March 3, 2015; December 6, 2016; December 19, 2017 (R17-169); November 20, 2018 (R18-108)</b>

**Purpose:** It is the intent of the Board of Supervisors to allow private citizens, citizen groups and organizations as well as government-related users to use certain public meeting areas and public spaces in the Yorktown Freight Shed and on its grounds to the extent that such use is consistent with County uses of the building, with any permanent or semi-permanent space allocations the Board has made, and with requirements for operation, maintenance, and supervision of the facilities. The purpose of this policy is to establish the guidelines and procedures for such uses.

**Procedure:**

1. Available Facilities:

The Yorktown Freight Shed facilities (the Facilities) that may be scheduled and reserved for functions/events consist of the main building, an ancillary catering kitchen, and an outdoor plaza. The outdoor plaza may be covered with a tent available for rental on a separate fee basis. Public restrooms are available in an adjacent structure, easily accessible via an open-air walkway. Public parking is available across Water Street in the Riverwalk Landing parking terrace and in other locations within the Village. Users are advised that the parking terrace may be filled to capacity at certain peak times, particularly when other special waterfront events such as outdoor concerts are scheduled. In those situations, Users may need to park in other lots within several blocks walking distance.

- a. Yorktown Freight Shed. The Yorktown Freight Shed is a single level facility consisting of approximately 1,950 square feet of floor area. Maximum Building/Fire Code occupancy limits are:
  - 390 persons standing;
  - 275 persons seated in presentation format; and,
  - 130 persons seated at tables and chairs for reception/banquet functions.
- b. Riverwalk Plaza. The Riverwalk Plaza is an open-air brick plaza encompassing approximately 2,000 square feet and situated between the Historic Freight Shed and the York River shoreline. The Plaza can be cordoned off from the remainder of the public plaza and open space areas in Riverwalk Landing with portable bollards and designated for the exclusive use of the scheduling party.
- c. Riverwalk Plaza Tent. Subject to availability, the Riverwalk Plaza will be covered with a 2,000 square-foot tent during the months of April through October. The tent is not heated or air-conditioned. The County reserves the right to take the tent down in advance of any forecasted weather conditions(s) when there is risk that damage to the tent could possibly occur. The County also reserves the right to suspend setup for an extended period until adverse forecasted weather conditions have completely cleared.
- d. Catering Kitchen. The catering kitchen offers counter space, a sink, refrigerator, two ice-makers, warming oven, and two microwave ovens to support functions scheduled in the Yorktown Freight Shed.

2. Administration/Management:

The County Administrator shall be responsible for the administration and enforcement of this policy and shall designate a County department or specific position to serve as the Freight Shed Management to perform the following functions and duties and such others as set forth herein:

- a. Receiving, evaluating, and acting on all applications for use and scheduling of the Facilities;
- b. Maintaining a schedule of events/reservations and making said schedule available to Users and prospective Users on a real time basis through the use of an appropriate computer-based calendar system;
- c. Showing the facilities to prospective Users, reviewing all Facility policies and procedures with Users, conducting pre- and post-event inspections of the Facilities, and coordinating set-up and clean-up logistics;
- d. Establishing and maintaining an access control system for such times as Users are to be issued access codes, and ensuring that Users are instructed on building opening and lock-up procedures.

3. Permitted Uses:

- a. Special Events such as weddings, receptions, private banquets and parties.
- b. Special meetings of groups or organizations occurring on a periodic basis, but not to become the regularly scheduled meeting place for such groups or organizations.
- c. Arts and Educational Activities such as recitals, art shows, cultural performances, lectures, demonstrations, or other similar programs.
- d. Other appropriate uses as approved by the Freight Shed Management.

4. Hours of Availability:

Only one rental will be accommodated on any given day. Fees will be based on which of the following time periods the renting party desires to use:

- a. Tier 1 hours of availability shall be Monday through Thursday, 10:00 a.m. to 5:00 p.m.
- b. Tier 2 hours of availability shall be Monday through Thursday, 10:00 a.m. to 11:00 p.m.
- c. Tier 3 hours of availability shall be Friday and Saturday 10:00 a.m. to 11:00 p.m.
- d. Tier 4 hours of availability shall be Sunday, 10:00 a.m. to 11:00 p.m.

5. Policies Governing Use and Conduct:

The following rules of use and conduct shall be observed by all users of the Yorktown Freight Shed, the Riverwalk Plaza, Riverwalk Plaza Tent and the Catering Kitchen (the Facilities). The User (defined as the individual or group renting the facilities) is responsible for ensuring that these guidelines are observed at all times by participants or guests. Failure to adhere to any of the following policies may result in a forfeiture of the user's damage deposit and potential prohibition of future use.

- a. The User is responsible for ensuring lawful and orderly conduct during the period of use.
- b. The User is responsible for all damages to the building or grounds occurring during use.
- c. All Users of the Facilities must limit participation to the posted maximum "allowable" persons in the space per building/fire code regulations.
- d. Riotous, boisterous, threatening, or indecent conduct or the use of abusive, threatening, profane, or indecent language shall not be permitted.
- e. Open invitation parties or similar events where alcoholic beverages are being sold shall be prohibited.

- f. The User shall not be engaged in advocating social or political change by violence or by other illegal means. This restriction does not prohibit the discussion of controversial subjects in public forum. In the case of Users wishing to use the Facilities for an event that will be open to the general public (i.e., attendees other than individual Users or members of the using group, their specially invited guests, or prospective members), the purpose and/or content of the event shall be of a cultural, historical, educational, governmental, or political nature. Examples would include: recitals, art shows/exhibits, lectures, children and youth programming, historical re-enactments, historic/interpretive exhibits/demonstrations, etc.
- g. The Facilities shall not be used for any purpose described and identified as an obscene exhibition or performance by any applicable law, including but not limited to Chapter 15.5 of the York County Code. Displays of art shall not include material that is obscene as defined by Section 15.5-2 of the York County Code or any other applicable law. Users of the Facilities are responsible for ensuring that the content or subject matter of meetings, performances, displays, and exhibits is consistent with the terms of said Chapter.
- h. No drugs or controlled substances shall be brought onto or used on or within the Facilities property except in accordance with a medical prescription or otherwise as allowed by law. Persons under the influence of illegal drugs shall not be allowed on the premises.
- i. Smoking or vaping is prohibited in the Yorktown Freight Shed, the Riverwalk Plaza Tent, and the Catering Kitchen.
- j. Betting or gambling in any form is prohibited. This shall not be deemed to prohibit live or silent auctions or raffles conducted in conjunction with an otherwise authorized function.
- k. No pets or animals (with the exception of service dogs) are allowed in the Yorktown Freight Shed, Riverwalk Plaza Tent or Catering Kitchen.
- l. No sparklers or celebratory throwing of confetti, rice, birdseed, or petals shall be permitted in the Yorktown Freight Shed, Riverwalk Plaza Tent or on the Riverwalk Plaza. Failure to adhere may result in "extraordinary cleanup" fees.
- m. No open flames, including without limitation decorative candles on tables unless shielded by a glass bowl or bulb, shall be permitted in either the Yorktown Freight Shed or the Riverwalk Plaza Tent.
- n. Cooking of any type is strictly prohibited in the Freight Shed kitchen, Freight Shed, Freight Shed Plaza tent, and all surrounding areas. Failure to adhere to the no cooking policy may result in the forfeiture of damage deposit.
- o. No open flame heaters shall be permitted in either the Freight Shed or the Freight Shed Plaza Tent. Heaters for use under the Freight Shed Plaza Tent must be approved by Freight Shed Management prior to the event.
- p. Collection of donations or admissions shall be permitted for those activities that involve displays, exhibits or performances, provided that the intention to do so is indicated on the Freight Shed Use Agreement. Upon specific approval of the Freight Shed Management, a ticketed event such as a wine festival may be scheduled for the Facilities. Sales of exhibited items, such as artwork, shall be permitted provided that all applicable business license requirements are observed.
- q. No signs, emblems, symbols, or similar items may be erected on the Yorktown Freight Shed grounds or affixed to the interior or exterior of the building by any User without specific authorization from the Freight Shed Management.
- r. All publicity (e.g., posters, brochures, information flyers, radio or television announcements, etc.) must carry the name of the organization sponsoring the meeting. The County of York may not be identified as a sponsor or co-sponsor without prior written approval.
- s. It is expressly understood that permission to use the Facilities does not in any way con-

stitute an endorsement of any organization or group by York County or its officers, agents or employees.

- t. Authorizations for use of the Yorktown Freight Shed shall not be approved for, nor be construed to accommodate, a regular meeting schedule for groups or organizations.

6. Food and Beverage Policies:

- a. Alcoholic beverages may be served at events provided that the User secures all necessary approvals and licenses from the Virginia ABC Board, which the User shall obtain at the User's sole cost. User shall comply fully with all conditions of any such license. Use of a caterer with an ABC license is recommended. The ABC license must be posted on the premises before the start of the event and a copy sent to Freight Shed Management.
- b. The sponsoring User accepts full responsibility for maintaining control of consumption and enforcing moderation. Any behavior which indicates intoxication of any participant shall be cause for consumption to immediately cease, and shall also be cause for future denial of permission for the sponsoring User to serve alcoholic beverages at its functions in the Facilities.
- c. No alcohol may be consumed in any other area except the designated area of the event. No alcohol may be carried outside the Yorktown Freight Shed or Riverwalk Plaza Tent, except within the posted/delineated limits of the Riverwalk Plaza, if applicable.
- d. Use of a caterer is recommended for food and alcoholic beverage service. Caterers must be appropriately licensed to do business, unless exempt from licensing requirements under applicable law, and must have all applicable Health Department and ABC Board permits.
- e. If using the kitchen facilities, the user is responsible for provision of all necessary serving utensils, paper goods, silverware, beverage containers or servers. The use of deep-fat-fryers is prohibited, whether in the Yorktown Freight Shed, Catering Kitchen or anywhere on the brick plaza surrounding the facilities. Failure to leave the kitchen area in a clean and sanitary condition, as determined by the Freight Shed Management following use, can result in the assessment of "extraordinary clean-up" fees and denial of facility use in the future.
- f. Potholders, protective plates, or trivets shall be required for hot dishes to be set on any of the tables inside the Yorktown Freight Shed. Any damage to tables or furnishings due to neglect, the placement of hot dishes/containers or food/beverage spillage, and the cost of any necessary cleaning/repairs, shall be the responsibility of the User.

7. Set Up:

- a. The User is responsible for supplying information on the Yorktown Freight Shed Use Agreement form concerning the desired set up of the facilities including the number and placement of chairs and tables fourteen (14) days before event. Unless otherwise arranged between the User and the Freight Shed Management all set-up and take-down of Facility-supplied tables/chairs/etc., will be the responsibility of the Freight Shed Management. In no case shall the User be allowed to re-arrange any of the interior permanent fixtures or furnishings in the facility for use outside on the Freight Shed Plaza or under the Freight Shed Plaza tent.
- b. White folding chairs are available for use outside in the Plaza tent area, and the Freight Shed Management will provide instructions concerning set-up/take-down responsibilities and procedures to Users. White folding chairs are also available for permitted events outside in the Stage Performance area, in conjunction with a freight shed reservation.
- c. The User is responsible for supplying such items as easels, display boards, and other equipment needed for their function. Equipment located in the facility (e.g., the podium and microphone) may be used, subject to approval by the Freight Shed Management.
- d. Set-up of furniture and equipment by the Freight Shed Management will occur and be complete prior to the scheduled event.
- e. Parking at curbside on Water Street in front of the Historic Freight Shed or in the cob-

blestone square is not permitted. User's or Caterer's delivery vehicles may be parked temporarily in the pull-off area marked for loading and unloading, east of the Freight Shed. Upon completion of unloading/loading, the vehicle shall be moved off the street and parked in an authorized parking space. Driving or parking vehicles on the brick plazas or walkways adjacent to the Yorktown Freight Shed and Catering Kitchen is strictly prohibited. Vehicles in violation of this regulation shall be subject to ticketing, towing and/or the User/Caterer responsible for the vehicles may be barred by the Freight Shed Management from future events.

- f. Any equipment or building malfunctions or damage discovered by the User or Caterer during set-up/preparations for an event shall be reported immediately to the Freight Shed Management.

8. Clean Up:

- a. Users shall be responsible for all clean up following the conclusion of the use of the facility. All trash shall be removed from the premises at the User's expense, with the exception of closed bags of non-toxic trash that can fit cleanly and neatly into the five (5) trash receptacles provided (four [4] in the Freight Shed and one [1] in the Catering Kitchen). Loose trash or bags full of trash shall not be left inside or outside either of the buildings and shall be disposed of by the User. Everything brought to the facilities by the User, caterer, rental company, or guests shall be removed after and on the same day of the event.
- b. Upon completion of any event where food or drink was provided to event guests, the following clean up shall be performed by the Caterer and/or User:
  - All spillage and sticky residues caused by the use of punch bowls and/or fountains shall be thoroughly cleaned from the surfaces of cabinets, tables and the floor.
  - Microwaves and food warmers provided for use in the kitchen shall be checked for any remaining food items, and such food items shall be removed and properly disposed. The insides shall be wiped out and thoroughly cleaned of any food spills that occurred during the event.
  - The refrigerator in the Catering Kitchen shall be checked for remaining food items and flowers, and such items shall be removed and properly disposed. The inside shall be wiped out and thoroughly cleaned of any food spills that occurred during the event.
  - Tables and counters in the Freight Shed and Catering Kitchen shall be wiped clean of food spills and debris and the sink in the Catering Kitchen shall be cleaned of all food remains and rinsed. All food remains or other such items collected by these operations shall be properly disposed.
  - Event-related food spills and/or trash on the floor of the Freight Shed, the floor of the Catering Kitchen, or on the exterior brick plaza areas surrounding the buildings shall be thoroughly cleaned up and properly disposed.
  - NOTE - Normal cleaning supplies (e.g.; rags, spray cleaners, paper towels, etc.) shall be the responsibility of the User or Caterer. Neither the Freight Shed Management nor the County of York will provide such cleaning supplies.
- c. The cost of any clean-up by Freight Shed Management required as a result of the User's failure to do so, including the removal of items left behind or the disposal of any trash above and beyond the allowable five (5) bags, shall be charged to the User at the rate of \$75/hour and shall be deducted from the Damage Deposit. The User shall be responsible for any costs in excess of the Damage Deposit amount as may be assessed by the Freight Shed Management upon post-event inspection of the Facilities.

9. Fees:

Yorktown Freight Shed	Pricing	Notes
T1	Monday – Thursday – (10:00 am - 5:00 pm)	
Private - York County	\$1,000 flat rate	Includes use of venue from 10am-5pm; use

Resident/Employee		of all furniture to include white folding chairs; use of tent behind the freight shed; use of caterer's kitchen
Private - Non-Resident	\$1,200 flat rate	
Non-profit Groups	\$700 flat rate	
<b>T2</b>		
<b>Monday – Thursday – (10:00 am - 11:00 pm)</b>		
Private - York County Resident/Employee	\$1,500 flat rate	Includes use of venue from 10am-11pm; use of all furniture to include white folding chairs; use of tent behind the freight shed; use of caterer's kitchen
Private - Non-Resident	\$1,800 flat rate	
Non-profit Groups	\$1,050 flat rate	
<b>T3</b>		
<b>Friday &amp; Saturday – (10:00 am - 11:00 pm)</b>		
Private - York County Resident/Employee	\$2,500 flat rate	Includes use of venue from 10am-11pm; use of all furniture to include white folding chairs; use of tent behind the freight shed; use of caterer's kitchen
Private - Non-Resident	\$3,000 flat rate	
Non-profit Groups	\$1,750 flat rate	
<b>T4</b>		
<b>Sunday – (10:00 am - 11:00 pm)</b>		
Private - York County Resident/Employee	\$2,000 flat rate	Includes use of venue from 10am-11pm; use of all furniture to include white folding chairs; use of tent behind the freight shed; use of caterer's kitchen
Private - Non-Resident	\$2,500 flat rate	
Non-profit Groups	\$1,250 flat rate	
<b>January through February</b>	20% discount applied to applicable fees above for events held during January and February	
<b>Reservation Deposit</b>	\$200	Necessary to finalize the reservation and is due when reservation agreement is received. Applied to balance due; non-refundable upon cancellation.
<b>Damage Deposit</b>	\$200	Refundable with no damage.
<b>Gross Receipts</b>	In addition to the Flat Rates set forth above, any event involving revenue generation from ticket sales, admission charges, sale of artwork, etc. shall be assessed an additional fee equal to 15% of the total gross receipts. Non-Profits may be exempt from gross receipts upon approval from the Freight Shed Management.	

**Reservation Deposit (due with the reservation agreement) - \$200** is necessary to finalize the reservation. This deposit will be applied to balance due and is non-refundable.

**Damage Deposit** – The \$200 damage deposit will be refunded after the post rental facility inspection, provided there is no damage to facility or equipment and no extraordinary clean-up is required. A check will be sent via regular mail to the address listed on the reservation agreement 2-3 weeks after the event is held.

The damage deposit and the balance of rental fee (full fee amount for event minus reservation deposit) are due 60 days prior to the event.

In addition to the rental fees set forth above, any event involving revenue generation from ticket sales, admission charges, sale of artwork, etc. shall be assessed an additional fee equal to 15% of the total gross receipts.

10. Determination of Resident/Non-Resident and Non-profit Group Status

For the purposes of this Policy, *resident* and *non-resident* distinctions shall be as follows:

- Individual facility reservations, a County resident is defined as anyone permanently living within the geographical boundaries of York County, Virginia. The resident may only rent the facility for themselves or immediate family (spouse, parent, guardian, brother, sister, son, daughter, parents-in-law, grandparent, grandchild, step-parent, step-brother, step-sister, step-child). York County Tourism Development reserves the right to request proof of residency. All others will be considered non-residents;
- Group or organization facility reservations eligibility for County resident fees requires that the group or organization be based in the County (e.g., charter, mailing address, etc.) and that at least 80% of the organization's members or players are permanently living within the geographical boundaries of York County, Virginia. York County Tourism Development reserves the right to request proof of residency. All others will be considered non-resident groups/organizations;

For the purposes of determining eligibility for reduced fees for County of York employees, distinctions shall be as follows:

- For individual facility reservations, a County employee is defined as a full-time employee. The employee may only rent the facility for themselves or immediate family (spouse, parent, guardian, brother, sister, son, daughter, parents-in-law, grandparent, grandchild, step-parent, step-brother, step-sister, step-child).
- Retirees, part-time or work-as-required are not eligible for the County of York reduced employee fee.

For the purposes of determining eligibility for reduced fees, the term Civic/Non-profit Groups shall be limited to Federal, State, and Local Government Agencies as well as those which are based in York County (i.e., chartered/registered with a York County mailing address for the group and/or its principal officer); or, one that is provided financial support by or through the York County Arts Commission. Non-profits may be exempt from gross receipts upon approval from the Freight Shed Management.

#### 11. Reservations

- a. The Facilities may be reserved or by Private Users other than non-profit groups as defined in section 10 above as much as 18 months in advance.
- b. Non-profit Groups, as defined in section 10, may reserve twelve (12) months in advance.
- c. Requests for a "hold" on a desired reservation date may be directed to members of the Freight Shed Management or may be made in writing. In the event of an overlap of desired dates, the "hold" request made directly to the Freight Shed Management shall be considered the primary request. Temporary holds on dates shall be valid for a maximum of ten (10) business days. A completed Reservation Agreement form and full payment of the Reservation Deposit must be made within ten (10) business days of the temporary hold being placed on a desired date. Failure to make the Reservation Deposit within those ten (10) business days will void the Reservation "hold" and open that date / time to other interested parties.
- d. Reservations are not firm until the Reservation Deposit has been paid. The balance of rental fee (full fee amount for event minus reservation deposit) is due 60 days prior to the event. Failure to complete payment for a reserved date will void the reservation and open that date/time to other interested parties.
- e. **Payment:** Payment may be made by cash, check, money order, or credit card (a 3% charge will apply to the total charged.). Credit card payments will only be accepted in person during regular business hours at the following address: 121 Alexander Hamilton Boulevard, Yorktown, Virginia. Check or money order should be mailed to Freight Shed Management P.O. Box 51, Yorktown, VA 23690. Checks should be made payable to Treasurer, County of York. Fees may be charged for returned checks.
- f. **Change of Event Date:** If a User finds it necessary to change a reservation date, the request must be made in writing (letter or email) at least 60 days prior to the original confirmed event date. One such change-of-date request will be processed without

need for payment of a new reservation deposit. Any subsequent change-of-date requests for the event must be accompanied by an additional \$200 non-refundable reservation deposit.

- g. **Cancellation:** Reservation deposits are non-refundable. No refunds of other event fees paid in advance will be made unless a written request (letter or email) has been made at least 60 days prior to the event date. The Freight Shed Management shall have the authority to waive these restrictions when an event cannot be held due to extraordinary circumstances such as structural damage to the building, an extended power outage, or a severe weather event such as a hurricane or blizzard.
- h. **County Government-Related Events:** Each County of York department will be allotted three uses of the Freight Shed per calendar year, Monday – Thursday only, at no cost. The Facilities may be reserved no sooner than six months before the requested date. All cancellations must be made three months in advance of the event date. Any cancellations made less than three months from the event date will result in a forfeiture of one of the three allotted uses. Each request must have the approval of the individual Department's Director. Failure to adhere to all other established Freight Shed use policies may result in the denial of use for future events.
- i. All fees shall be subject to change upon approval of the appropriate authority (Board of Supervisors or County Administrator).

12. Miscellaneous:

- a. Users shall provide, at their own expense, any security which is desired or which the Freight Shed Management recommends in addition to the normal security provided by the County for purposes it may deem appropriate. Freight Shed Management may require private security for any function that involves the serving of alcoholic beverages other than beer, wine or champagne, or that will accommodate more than 200 attendees.
- b. The County of York is not responsible for property placed in or on the premises.
- c. The Freight Shed Management shall have the right to cancel approved reservation dates due to unforeseen circumstances that threaten public safety or the safety of attendees such as inclement weather or electrical outages. In such cases, the Users will be given the opportunity to re-schedule the event to another available time or, at the User's request, will be entitled to a full refund.
- d. The Freight Shed Management shall have the right to limit or prohibit the use of amplified sound or music on the Plaza or in the Tent (e.g., bands or DJ's) when such activity would present potential conflicts with other activities or events scheduled at Riverwalk Landing.
- e. The Freight Shed Management shall have the right to request any person or persons failing to abide by the Freight Shed rules to leave the premises, and to request the assistance and intervention of the York County Sheriff's Office as necessary.
- f. This policy shall apply to all prospective Users applying to use the Yorktown Freight Shed. No group or individual shall be excluded from equal access to the Freight Shed because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by the individual or group, or by any group's members.
- g. The use of the Facilities may be denied to any individual or group which has, at any time prior to any requested use, been responsible for, or caused, any damage to the Freight Shed or to property owned by the County of York or any other tenant of Riverwalk Landing through or because of acts of vandalism, violence, or rowdiness, or which has failed to clean up facilities, whether such damage was caused by any members of such group, or by any invitees to any approved meeting. Subsequent approval for use of the Facilities may, in the Freight Shed Management's discretion, be conditioned upon a higher insurance level than is set forth above or additional security and custodial charges. However, no individual or group shall be denied access under this section to the use of the Freight Shed building or facilities because of damages not caused directly by the group or individual group members, or invited guests.
- h. The procedures, requirements and conditions set forth in this policy shall control the



use of the Freight Shed, notwithstanding any provisions more or less restrictive as may be set forth in Board Policies dealing with the use of other County buildings.

- i. The County Administrator or his designee shall have the authority to interpret, supplement, or make exceptions to the operational and procedural requirements set forth herein when deemed necessary for the safe, effective, and appropriate use of the Facility.
- j. The Yorktown Trolley is not available to hire or charter service and will not deviate from its pre-determined/regular routes.