

Hall Rental Use and Management Policy MTR-01-2016

MENOMINEE TOWNSHIP BOARD

Policies and Procedures

1. Purpose. The purpose of this document is:

a. To establish the townships policies and procedures as it pertains to hall rental use and management.

b. To provide carry-over guidance when members of the Board of Trustees change.

2. Applicability. This hall rental use and management policy shall apply to all users, to include officials, employees, volunteers as well as contracted renters/users (township residents, non-residents and political parties). Each individual who engages in utilizing the hall must do so in accordance with this policy.

3. General.

a. The local governmental officials have an office located within the hall that at times is accessed and used by specific key-holders, mainly township officers. The township officials/ employees respect those who have leased the hall and try to not interfere with the lessee events, but the priority use of the hall comes before other activities. Please do not block the office door in event an officer needs to use the office.

b. Because this policy imposes rules, fees, penalties upon users of government property, the formal policy may be converted to an administrative ordinance in the future if ever challenged. For years Menominee Township has not had any problems or serious issues with the users following written and verbal policy outlined by the custodian and previous boards; therefore use of the township hall will be outlined in township policy format. Michigan Township Association states: "Use of the township hall and other township facilities is under the complete control of the township board, which makes the rules and regulations governing such use."

4. Policy.

a. Use of the Menominee Township Hall.

(1) The priority use and purpose for the Menominee Township Hall is for governmental meetings and hearings for the local government (Township of Menominee). Emergency needs for government agencies outside the township would be considered by the township board.

(2) Secondary use would be arrangements for other governmental bodies or agencies with official/beneficial activities that are non-emergency. The security deposit will not be collected.

(3) To be non-discriminatory and to avoid someone renting the hall under an organization, there is no longer "free" rent. As established by a previous board, the following organizations were exempt from paying rental fees when the benefit meeting/activity at one time if for a worthy cause: Schools,

School Clubs, Churches, Church Organizations, Youth Groups (4-H, Scouts), Charitable Groups, Grange, Farmers Union, Township Clubs/Organizations and Political Party Meetings. All organizations, individuals and groups will pay the rental fees in accordance with the fee schedule. A security deposit check will also be collected. (See the most current Menominee Township Hall Rental Fee Schedule)

(4) For Showers (engagement, bridal, and baby), Post Funeral Receptions, and other events where no alcohol is served a per-day fee must be paid. A separate security deposit check will be collected. (See the most current Menominee Township Hall Rental Fee Schedule)

** (5) For Weddings, Anniversaries, other Celebrations and events that plan to serve alcoholic beverages may pay a higher fee rate. *The board may decide to establish the same rate across the board since past practice of users resulted in little or no damage.* A separate security deposit check will be collected. (See the most current Menominee Township Hall Rental Fee Schedule)

** (6) *The fee schedule at one time distinguished between local residents using the hall and non-residential use with non-residential use being that at a higher rate; however, after legal review this practice was found discriminatory.*

(7) At this time, there is no additional fee for kitchen use or serving food and non-alcoholic beverages.

** (8) There may be other items that concern the custodian related to hall rentals such as outdoor activities and public use of the park and/or pavilions/future pavilion issues which may be established under a separate policy. If such issues or concerns come up, they are to be brought to the township board for discussion and disposition. The past two years, someone from the October ball park event was involved in placement/taping of signs over the Township Hall sign. To avoid damage to the signs, there will be nothing attached to hall and/or park signs for any activity nor will any planters on the premises be disturbed in any way. *The Sexton assists with Park coordination issues.*

b. Management Responsibilities.

(1) Custodian.

- (a) Maintains the condition and cleanliness of the hall.
- (b) Recommends maintenance and repair issues to the board.
- (c) Prepares hall rental agreements, collects fees and issues receipt of payment.
- (d) Forwards hall rental payments to the township treasurer no later than the end of each month. The custodian retains the hall rental security deposit check.
- (e) Performs a visual cleanliness/damage inspection - inside and outside of the hall.

(f) After return inspection has been completed for a hall rental, returns the security deposit to the lessee or prepares a written notice/report of deficiencies and/or damages forwarded to the clerk for assessment along with the security deposit.

(2) Clerk.

(a) Provides oversight on hall use and condition.

(b) Monitors maintenance issues and arranges for emergency repairs coordinated with supervisor.

(c) Provides custodial oversight and guidance. If the custodian reports damage or lack of cleanliness issues, the clerk will assess them and bring those issues to the board for discussion or disposition as well as the security deposit.

(d) Issues and endorses any hall rental refund warrants and forwards to the treasurer.

(3) Treasurer.

(a) Receives custodial receipts and deposits payments for hall rentals.

(b) Provides the second endorsement on refunds.

(4) Township Board of Trustees.

(a) Votes on all matters for capital improvements and large maintenance cost issues.

(b) Discusses any Hall Rental issues requiring forfeiture of security deposit, damage charges, and or individual/group future use of the hall.

(c) Forward security deposit to the treasurer if a forfeiture decision is made or return the security deposit to the custodian (or directly to the lessee if at the board meeting).

c. Renter (User) or Lessee Responsibilities.

(1) Provide the custodian with proof of insurance. Anyone who rents the Menominee Township Hall shall provide the township with a homeowner's insurance policy number and the name of the carrier. An insurance rider with a higher liability limit will be required for events which will be serving alcohol.

** (2) Complete the lease agreement with emphasis placed on using the facility with reasonable care and returning the facility clean and damage free. *(See attachment - Revised 5/6/2019 version of the "Menominee Township Hall Lease Agreement")*

** (3) Pay the applicable rental fees and deposits prior to key issuance (hall access). See the Menominee Township Fee Schedule for most current established rates. Rental fees shall be paid at the time of the reservation, preferably by personal, organizational or certified check only. Key will not be

released for hall set-up no earlier than one day prior to the rental period; unless another lessee is renting the hall on that day prior. Security deposit must be by personal, organizational or certified check only. Fees can be refunded only if the township is notified of the cancellation at least 30 days prior to the date of the reservation. *Bad checks (NSF) will be handled immediately between Custodian and the person who issued the check. "The Treasurer may get involved and will process under the "issuance of a worthless check law if necessary."*

**** (4) A telephone is provided for emergency calls only and *any identified toll calls, not belonging to the township staff, will be charged back to the lessee.***

(5) Smoking inside the township hall or near the entrance to the township hall is prohibited. Smoking is prohibited near the children's playground areas.

(6) Serving alcoholic beverages is allowed however the rental fee is at the higher rate as determined to be a rational distinction by the township board. Alcohol use must be controlled in accordance with Michigan Liquor Law. The lessee is responsible for strictly ensuring the law is complied with during a rental period. All alcoholic beverages and equipment must be vacated by 1am the date following the date of the lease. No barrels of beer, tubs, coolers, etc., shall be permitted on the hardwood floor in the main room of the township hall.

(7) Upon signing the Menominee Township Hall Lease, the Lessee hereby assumes all risk for injuries or property damage sustained as a result of lessee's use of the Menominee Township Hall and lessee shall indemnify and hold the Menominee Township harmless from any liability, damage, cost, council fees and expenses Menominee Township may suffer as a result of claims, disputes, demands, or judgments against Menominee Township arising out of the lessee's use of the premises, or the use of the premises by others with the lessee's permission during the period stated in the lease agreement, whether caused by Menominee Township, its agents, employees, by lessee, by lessee guests or otherwise.

(8) Clean up of the hall and all debris caused by any exterior activities, outside the hall, in the park and along the road must be completed. Balloons and signs that are placed on the road side or near the highway must be removed after the hall rental event if placed by the lessee or members of the lessee party. All renters will assume complete responsibility for damages to this government facility - the hall and/or premises. Rental rules and clean up procedures are posted in the hall.

(9) The lessee is responsible for maintaining the security of the building after the keys have been issued. The hall key is to be returned by leaving the key on the kitchen counter and then ensures all doors are locked before leaving the premise.

(10) If there is a cleanliness issue or a damage report filed and the security deposit has not been returned to the lessee, the lessee should attend the next township board meeting. If there is a difference of opinion on a potential forfeiture of security deposit issue, an appeal may be filed with the Clerk for more time to review the matter and disposition at the next township board meeting.

d. Responsibility to Enforce: The custodian (s) will file a written report to the Township Clerk when an issue arises, a when deficiency or violation of this policy occurs. A township board officer may also present an issue to the clerk. The Township Clerk will present any issues, deficiencies or violations to the Township Board to include a recommendation for resolution.

e. User/Renter Failure to Adhere to This Policy. Failure to adhere to the township’s management policies may result in applicable discipline, up to and including discharge from employment, termination of hall usage, or termination of the volunteer relationship.

(1) Failure to return the facility in the same condition that it was received (reasonably clean and damage free) will result in forfeiture of rental deposit and the lessee may be billed for damages. The Township Clerk will present and process deposit forfeiture actions upon Township Board approval and forward the deposit check to the township treasurer.

(2) Litigation, Investigations & Appeals will be initiated by the Township Clerk. Extreme damages, as in the destruction of public property, may result in civil and criminal liability, up to and including a penalty of not more than two years in state prison or a fine of not more than \$1,000. The Township Clerk will present and process court actions upon Township Board approval.

(3) Inspection of Hall Rental Records (Audit). All financial recordkeeping is subject to annual audit. Invoices by the Custodian, Receipts by the Treasurer and actions by the Clerk and Township Board must be readily available.

5. This policy supersedes any previous policies and /or motion(s) made prior to the date of this document that cover related issues. Recommendations for any changes will be in accordance with state laws and directed to the Menominee Township Clerk for update or revision for Township Board Approval. The Township Clerk, with recommendations from the employee assigned to handle hall rentals, is responsible for maintaining this document.

6. The Menominee Township Board of Trustees, Menominee County, State of Michigan adopts Hall Rental Use and Management Policy MTR-01-2016 which will remain in effect until future policy revisions are warranted. This policy includes the most current Rental Agreements/Leases; Complaint Format and the most current resolution for Hall Rental Fee Schedule set by the Township Board.

7. The Hall Rental Use and Management Policy (total 5 pages) and attached “Menominee Township Hall Lease Agreement” blank form (3 pages) is offered by Board Member Michael Armbrust, Menominee Township Clerk and seconded by Board Member: David R. Wesoloski . Upon Role call vote;
Aye: 5 Nay: 0 Absent: 0

The Supervisor declared the policy adopted on October 26th, 2016 .

I, Michael Armbrust, the duly elected clerk of Menominee Township, Menominee County, State of Michigan, do hereby certify the above and foregoing policy was adopted at a regular meeting of the Menominee Township Board held on 26 Oct 2016. (Signed Copy on File) Michael Armbrust