

CITY OF MINNETRISTA



CITY COUNCIL WORK SESSION AGENDA ITEM

Subject: Facility Use Agreement Discussion

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: September 21, 2026

Issue: The City of Minnetrista does not have a policy or procedure governing use of City facilities by outside groups for non-City business. Requests are currently handled on a case-by-case basis without consistent standards for eligibility, fees, or liability.

Background: The City periodically receives requests from outside organizations to use City-owned conference rooms and meeting space. Recent examples include the Men's Shed and the League of Women Voters. Past requests have been handled either by Council direction or past precedence.

Two facility use agreements from other Minnesota cities are attached for reference.

Any policy should address, at minimum: priority of City business over outside use; liability, indemnification, and insurance; after-hours access and supervision; and eligibility criteria that are content-neutral, since opening facilities to some outside groups creates obligations to treat similar groups consistently. Staff would have the City Attorney review any draft agreement before it returns to Council.

Questions for Council:

1. Does Council want to allow outside use of City facilities?
2. If so, which spaces should be available (e.g., Council chambers, conference rooms, other)?
3. Who should be eligible — nonprofit and civic organizations only, residents, businesses, or all requesters?
4. Should use be limited to regular business hours, or allowed after hours with appropriate access and supervision?
5. Should the City charge a rental fee, require a damage deposit, recover staff costs, or offer space at no charge?

Staff Recommendation: If Council wishes to allow any outside use, staff recommends adopting a written policy and facility use agreement so that requests are handled consistently and the City's liability exposure is managed.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Next Steps: With Council direction, staff will draft a policy and facility use agreement, obtain City Attorney review, and return to a future work session or regular meeting.

Attachments:

1. City of Goodhue Facility Use Agreement
2. City of Lake City Facility Use Agreement

Requested Action: Discussion and direction to staff.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

CITY PROPERTY OR FACILITY USE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Goodhue, a Minnesota municipal corporation (“City”), and _____ (“User”). The City is allowing the User to use certain City-owned property or facilities described as follows:

(“City Property”).

In consideration of the terms, conditions and mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. USE OF CITY PROPERTY.

User is responsible to ensure the City Property is left in good condition, and is responsible for any breakage, damage, or loss. The City assumes no liability for loss, damage, injury or illness incurred by User or its members, participants, invited guests or others. User shall leave the City Property, or maintain such Property (for use over an extended period), in the same condition as existing at the start of the use. All trash and debris shall be placed in the appropriate receptacles.

User shall not allow the use of alcohol, tobacco, and recreational substances at the City Property.

User shall not modify, move, alter or improve City-owned structures, fixtures, equipment, or personal property, without written approval of the City.

2. COMPENSATION OR RENT.

User shall pay _____ for use of the City Property. In addition, User is liable for all losses and damages to the City Property and any associated equipment, fixtures, or facilities arising out of use of the City Property.

3. TERM OF USE

This Agreement shall be in effect for the following period _____.

In the event that an emergency, weather, act of God, or property damage renders the fulfillment of this Agreement impossible or impractical, this Agreement may be terminated or canceled at the City’s sole option.

Either party may cancel this Agreement upon 10 days' written notice of default to the other, provided that, User shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by User.

4. ASSUMPTION OF RISK.

User acknowledges the risks and hazards associated with the use of the City Property, and expressly assumes all risk of injury, loss, or damage to User, its organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, representatives, and servants, and any third parties, arising out of or in any way related to User's use of the City Property and/or event on the City Property.

5. INDEMNIFICATION.

The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the City property or facilities by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents. Nothing in this Agreement shall constitute a waiver or limitation on the City's statutory limits or immunities from liability under Minnesota Statutes, Chapter 466.

6. INSURANCE

User must provide commercial general liability insurance covering use of the City Property in the minimum amount of \$1,500,000 per occurrence. User shall provide a certificate of insurance documenting the required insurance coverage. The insurance shall cover liability for injury, death, and property damage and, at the City's request, must name the City as an "additional insured" under its policy.

7. AMENDMENTS

No amendments may be made to this Agreement except in writing and executed in the same manner as this Agreement.

8. COMPLIANCE REQUIREMENTS

User acknowledges the City's obligation to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to data privacy or confidentiality. User acknowledges that the City or the State Auditor shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that involve relevant transactions relating to this Agreement.

User shall be comply with applicable federal, state and city, statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59, and shall not discriminate against any person, or any employee or applicant for employment because of race, color, religion, sex or national origin.

Under Title II of the Americans with Disabilities Act, 1990 (ADA) the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. For non-City sponsored activities and private rentals of the City Property, the User must comply with the ADA and Minnesota Human Rights Act, and provide the accommodations necessary for the User members, participants, and invited guests

9. APPLICABLE LAW. The laws of the State of Minnesota shall govern all interpretations of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

USER	CITY OF GOODHUE
BY: _____.	BY: _____
ITS: _____.	Mayor
	BY: _____
	City Clerk

FACILITY USE APPLICATION- CITY HALL BUILDING

Today's Date: _____ Date(s) of Event: _____ Time: _____
Describe Event: (Be detailed) _____

Applications should be received seven days prior to the use of the room. Reservations may be made up to 13 months in advance.

Payment of half of the fee confirms the reservation. The balance of the fee and the \$300 security deposit is due 30 days prior to the event. If the fee and deposit are not paid at that time, the event will be considered a cancellation.

Please check the desired room(s) in the boxes below.

- ☐ **Chambers** (60 chairs) ☐ **Ballroom** (140 chairs with 10 round tables, or 225 chairs alone)
☐ **Conference Room:** (30 chairs with tables, or 45 chairs alone)

Please check all that apply to the event (amount due is per room):

- ☐ School Event (No fee – must showcase youth) \$ _____
☐ One Day Event (\$300.00 fee) \$ _____
☐ Consecutive Day (\$200.00 fee*) \$ _____
**You must pay the One Day Event fee in order to be eligible for the Consecutive Day Event fee on the remaining days.*
☐ Partial Day Event (\$150.00 fee) \$ _____
**Up to 4 hours with approval of city clerk*
☐ Student Recital fee: (\$75.00 fee) \$ _____
☐ Non-Profit Organization Event (\$50.00 fee) \$ _____
☐ Government Organization Event (No fee) \$ _____
☐ Conference Room Rental (\$50.00 fee per day x # of days _____)
(no fee for school events and governmental organizations) \$ _____

Security Deposit (\$300.00) \$ _____
(Required for all room rentals with exception of government organizations)

Total Due \$ _____

Event Set Up Time: _____ Event Tear Down Time: _____

(Continued on next page)

Please indicate all that apply:

1. **Yes** **No**
☐ ☐ Serve Liquor (provide a copy of license/permit, if available, otherwise provide immediately upon receipt)
2. ☐ ☐ Serve Food (If checked yes, please describe) _____
☐ ☐ Proof of Catering Permit (if no, proof of catering permit is not needed)
- Describe: _____ Caterer: _____
 (Dinner, box lunches, snacks) Contact Info: _____
3. ☐ ☐ Use Piano - If yes, provide name of pianist: _____

At least 14 days prior to the event, the applicant must provide the City for its review and approval a certificate of insurance evidencing that the applicant has general liability insurance for the event. The City of Lake City must be named as an additional insured with respect to this policy. If the applicant does not provide proof of insurance by this date, the reservation will be cancelled and the security deposit will be refunded but the rental fee will be retained.

I hereby certify that the information that I have provided on the Facility Use Application is correct and complete.

Signature

Name of person requesting room use

Phone Number

Alternate Number

Organization

Address

City

State

Zip Code

Email

Fax

Approved by: _____

Date _____

Clerk (*Signature*) or designee

For City Use Only:

Date Paid _____ *Cash/ Check #* _____ *Amount* _____ *Signature* _____

CITY OF LAKE CITY

CITY HALL ROOM RENTAL POLICIES

Rental Criteria

This Agreement applies to use and rental of rooms within City Hall, including the Historic Ballroom, the Second Floor Conference Room, and the City Council Chambers (if available) by individuals or organizations. City organizations (the City Council, departments, boards, commissions, task forces and committees) conducting City business will be given first priority in reserving these facilities. Requests by other users will be granted on a first-come-first served basis. Users must complete the attached Application and pay all required fees in order to have their reservation confirmed by the City. The City reserves the right to deny rental of the facilities for any reason that it deems necessary.

About the Facilities

The Historic Ballroom accommodates 140 people when set up with chairs and tables or 225 people when set up with chairs alone.

The City Council Chambers accommodates 60 people.

The Second Floor Conference Room accommodates 30 people when set up with chairs and tables or 45 people when set up with chairs alone.

There is a piano that is located in the Historic Ballroom. The Woman's Club maintains the piano by tuning it twice a year. If users choose, they may have the piano tuned for their event at their cost.

Events or meetings that are held in the City Council Chambers may be recorded onto a DVD, if desired. This is provided that one of the City's qualified video equipment operators is available for the event. The user will be responsible for paying the costs of the operator and the materials.

The City will provide some cleaning supplies. The City will also provide paper products for the bathrooms (toilet paper, paper towels, etc.).

Fees, Cancellations, & Refunds

Payment of half of the rental fee is required at the time of making the reservation. The balance of the fee and the security deposit is due 30 days prior to the event. If the reservation is made less than 30 days before the rental date, full payment is due upon making the reservation. If the fee and security deposit are not paid in full at that time, the event will be cancelled and the deposited funds will be refunded.

The user may cancel the reservation by giving written notice to the City. The City will retain 25 percent of the total rental fee if a reservation is cancelled more than 30 days prior to the rental date. No refunds will be issued for cancellations occurring less than 30 days prior to the rental date.

The City reserves the right to use its facilities at any time, and as such cancellations may be ordered by City officials or staff with or without notice. In the event of a cancellation, the City will contact the user as soon as possible. The City will refund the entire rental fee and the security deposit.

The City will charge the user a service fee of \$25.00 for each check returned as not payable by a financial institution.

General Rules

The facilities within City Hall are non-smoking, and smoking anywhere inside the building is prohibited. The user must notify attendees of this policy before the scheduled event. Lit candles and other open flames are not allowed anywhere

inside City Hall, with the exception of canned heat, fuel tablets, and chafing dish fuel that are used by caterers for the purposes of keeping food warm.

The user must designate a person to oversee the event and be responsible for monitoring all activities at the event. This person must be present during setup and cleanup as well as throughout the event.

Groups of persons that are under 18 years of age must have at least one adult present for every 10 people using the facility. Minors must remain in the rented space unless directly supervised by an adult. Running or playing in the hallways or other common areas is not permitted.

City staff must have access to the rented space at all times before, during, and after the event.

The user must not assign, transfer or sublet the rented space.

The user must use his or her best efforts to ensure that he or she, members of his or her organization, and any and all invitees and guests of the event are respectful and use reasonable care when using the facilities. In particular, the user must use care and caution to protect the delicate paintings and artifacts that are on display in City Hall.

The user and his or her guests must be considerate and respectful of other meetings or events that are taking place in other rooms in City Hall. Disorderly conduct is prohibited. If City staff determines that conduct is unacceptable, they will immediately notify the user or the user's designee. The user or his or her designee shall immediately address the situation. If, in the judgment of City staff, the user or his or her designee is unable to adequately address the situation, City staff reserves the right to end the event early and require those persons attending the event to immediately vacate the premises. If City staff ends an event early, all fees and deposits are forfeited.

Furniture arrangements in the rooms must include aisles in order to allow safe emergency exiting.

With the exception of service animals, animals are not allowed in the facilities or in City Hall.

Food & Beverage

Consumption of food and beverage is allowed in the facilities. Users may bring in outside food. The City is not responsible for providing food or beverage services and coffee pots and other food and beverage serving items will not be provided. Limited or minimal food preparation may be done on site, but the majority of food preparation must be done off-site and brought as a prepared dish to the facilities for service. Catering equipment and supplies must only be delivered on the day of the event and must be removed by the end time.

Peanuts in the shell, popcorn and cotton candy may not be served.

Wine and beer may be served in the Historic Ballroom, provided the necessary licenses or permits have been received from the City or State. The license or permit must be displayed during the event as well as a copy must be provided to the City upon submission of the application, if received or as soon as it is received. The City may allow wine and beer to be served in the Council Chambers on a case-by-case basis, as determined by the City Council and if all necessary licenses or permits are received from the City or State. If wine or beer is to be served, an off-duty police officer must be hired by the user and must be on-site at all times during the event to provide security and ensure compliance with all state laws and City code requirements. Serving of alcoholic beverages must end by 11:30 p.m.

Set up, Cleanup, Decorations, & Equipment

The user is responsible for set up and cleanup of the facilities rented and the common areas that are used within the City Hall building. Set up, including decorating and food preparation is allowed only during the period of time reserved by the user. Set up the day before the rental date is not permitted unless the user has received prior permission from the City. For large events, users may request access to the facility ahead of the reserved time in order to allow time for set up.

Users must leave the room clean and the furnishings arranged as found. The City will provide the user with a list of items to be cleaned. Users must consult this list for specific cleanup instructions for the room. Generally, users must sweep or

vacuum the floor in the room(s) rented and the common areas that are used, if needed after the event. Liquid spills must be cleaned to the best of the user's ability. However, the user must not mop the floor of the Historic Ballroom. Users must return all furniture to its original position following the event. The City encourages users to have at least two people set up and cleanup in all City rooms, so that heavy furniture is able to be picked up to be moved rather than dragged. The user must remove and dispose of all trash to the dumpster that is located outside of City Hall by the Fire Department.

The full amount of the security deposit will be refunded if the facilities are left clean, the furnishings are arranged as found and there has been no damage to the facilities or furnishings. A charge of \$27.00 per hour will be assessed for any time spent by the City to clean the room or common areas of the building after the event. The user is responsible for any damage that is incurred during the rental period, including any repairs or replacements that are necessary. These charges and any cleaning charges will be deducted from the user's security deposit. In the event that the security deposit is not sufficient to cover the charges, the City may bill the user and use all legal means available to secure collection of the charges.

Decorations are permitted in all rooms. However, use of pins, hooks, tacks, nails, or other fasteners on the woodwork or walls of any room or hallway is not permitted. Painter's tape or adhesive paper products may be used to hang decorations on the walls or woodwork of the Conference Room or Council Chambers with permission of City staff. In the Historic Ballroom, lightweight decorations may be hung from the existing hooks on the picture rail or they may be set on easels. Use of tape, or adhesive paper products in the Historic Ballroom is not allowed. Confetti, sand, rice, glitter, silly string, piñatas, and birdseed are not permitted in any of the rooms or common areas. All decorations must be carefully removed and disposed of by the user at the conclusion of the event.

The user, the user's guests, music equipment, catering equipment, and other property must be removed from the facilities by the stated end time in the Application and in no event, later than 1:00 a.m. A fee of \$100 per 30 minute increment will be charged to users who do not vacate the facilities as specified.

Once the event has concluded, the user must make sure that all necessary cleanup is complete, that all participants have left the building and that the lights are turned off. The user must then contact the Lake City Police Department at its non-emergency number (651-345-3391) to have someone from the Department check that the building is locked and secure.

**CITY OF LAKE CITY
ROOM RENTAL AGREEMENT**

I hereby certify that I have read the City of Lake City's Room Rental Policies. I agree to adhere to the Policies. If I represent an organization, I represent that I have the authority to enter into this Agreement on behalf of the organization.

I also acknowledge and agree that:

- A. The City does not insure me or my operations or activities. By signing this Agreement, I agree that loss, illness, injuries, and damages to my guests or to the general public as a result of my activities or operations on City property are solely my responsibility.
- B. The City is not responsible for damages or loss of items stored or displayed on its property prior to, during, or following my event. I am responsible for any damages or thefts that occur to the premises or property that may result from acts or omissions of myself or my guests.
- C. I shall defend, indemnify and hold harmless the City, its officials, employees, contractors, and agents from and against any and all claims, damages, losses, or expenses including attorneys' fees, which the City may suffer or for which the City may be held liable that arise out of my or my organization's activities on the City property associated with my event as well as the acts or omissions of my guests while on City property.
- D. Permission by the City to use its facilities may be withdrawn if any terms of this Agreement or any of the Policies are violated. Additionally, the City may prohibit my future use of the facilities.
- E. I am responsible for any damage caused to City property or equipment that occurs during my use of the City facilities (with the exception of normal wear and tear).
- F. I will follow all federal, state and local ordinances, rules, and regulations regarding my use of the facilities.

Date: _____

By: _____
Signature of Applicant

Printed Name of Applicant