



## RESOLUTION NO. 2022-10

### A RESOLUTION AUTHORIZING A TEMPORARY RENTAL AGREEMENT BETWEEN THE CITY AND SOUTH BENTON NUTRITION PROGRAM, INC.

**WHEREAS**, the City of Monroe has a long-term relationship with the South Benton Nutrition Program, Inc. (SBNP) that serves meals and provides services to the region's elderly from the Monroe Community Center (MCC); and

**WHEREAS**, the City of Monroe now desires to change how the public uses the MCC including the terms and conditions of use; and

**WHEREAS**, the Monroe City Council voted to terminate the existing agreement with SBNP on December 20, 2021, and gave the required four-month notice as required in the agreement; and

**WHEREAS**, the City set a date of July 1, 2022, for acceptance of new terms for SBNP to continue use of the MCC; and

**WHEREAS**, the City developed a temporary rental agreement that will allow SBNP to continue their rental of the MCC weekly on Tuesdays and Thursdays until a new MCC use policy is approved by the Monroe City Council; now

**BE IT RESOLVED**, the Monroe City Council hereby authorizes Mayor Sheets to sign the temporary rental agreement (ATTACHMENT A) on behalf of the City once the conditions of the letter dated June 17, 2022 (ATTACHMENT B), have been fulfilled.

**Adopted by the City Council this 27th day of June, 2022.**

**APPROVED:**

Dan Sheets, Mayor

Date

**ATTEST:**

Steve Martinenko, City Recorder



## TEMPORARY FACILITY USE PERMIT

# ATTACHMENT A

This agreement is entered into by the City of Monroe (the City), an Oregon municipality, and the South Benton Nutrition Program, Inc., (SBNP), an Oregon non-profit corporation, collectively the Parties, and is effective as of **July 5, 2022**.

### RECITALS

The purpose of this agreement is to issue a permit that allows SBNP temporary use of the City's Community Center, the meeting hall and kitchen facilities, located at 605 Main Street, Monroe, Oregon, to provide SBNP's programming to community members. Currently, the City is working to revise its policies on use of public facilities, including the Monroe Community Center (MCC). When the City adopts the new policies, SBNP will be subject to those if SBNP chooses to continue to hold SBNP programming in the MCC.

### AGREEMENT

The Parties agree as follows:

- 1. Authorized Use.** SBNP is authorized to use the MCC's meeting hall and kitchen facilities on Tuesdays and Thursdays between the hours of 8:30 A.M. and 5:00 P.M. SBNP may store perishables that are essential to SBNP's programming in City owned refrigerators only and only during the authorized periods. Perishables that remain after the authorized periods will be disposed of by City staff. SBNP may not store any other property or food in the MCC except as designated in writing by the City. SBNP and its board members, members, employees, and/or volunteers are only authorized to access and use the MCC during the above stated days and times.
- 2. Public Facility Temporary Rental Fee.** SBNP will pay the City \$242.00 per month for use of the MCC as described in this agreement. This fee will be due on the first Tuesday of each month and will be received at City Hall. SBNP will not be invoiced by the City.
- 3. Additional Reservations or Access.** SBNP may request additional reservations for use of the MCC through the City's reservation process and as additional dates and times are available. Additional reservations will be subject to applicable fees and deposits as provided in the City's rental application for the MCC (Exhibit A). SBNP will contact the City if SBNP requires access to the MCC on a day or at a time when SBNP does not have a reservation. The City will accommodate SBNP when possible and subject to the City's discretion. Unauthorized use or access of the MCC is a violation of this agreement and may constitute criminal trespass.
- 4. Condition of Community Center.** SBNP will leave the MCC in a neat and clean condition after each use and according to all of the standards and expectations set out in the attached rental application, including the Cleaning Check List, which is incorporated herein by reference and attached as Exhibit A. Within 10 days of receipt of notice from the



## TEMPORARY FACILITY USE PERMIT

City, SBNP will reimburse the City for any costs that the City incurs, or is charged by a contractor, to bring the MCC into acceptable condition, to make repairs, or to replace broken or irreparable items when the damage or condition occurred during SBNP's use of the MCC or otherwise through SBNP's negligence.

**5. Non-Exclusive Use.** SBNP's use of the MCC is non-exclusive. Other community members will have the opportunity to apply for a permit to use the Community Center's meeting hall and kitchen facilities when not reserved for SBNP's use as provided in this agreement.

**6. Termination and Notices.** Either party may terminate this agreement at any time by giving the other party thirty (30) days advance written notice to the address provided below:

SBNP: PO Box 178, Monroe, Oregon 97456

The City: 664 Main Street, Monroe, Oregon 97456

The City may terminate this agreement immediately if a violation of this agreement occurs or SBNP use of the MCC is determined to violate any provision of the City's ordinances. All other communication or notices may be provided to the other party as provided above.

**7. Expiration.** This agreement will expire on September 26, 2022, if not terminated earlier, as provided in this agreement.

**8. No Alcohol, Tobacco, Illegal Drugs.** Consumption or possession of alcohol, tobacco (in any form), and/or illegal drugs is prohibited. Violation of this provision is cause for exclusion from current and future use of the Community Center.

**9. Waiver.** Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

**10. Indemnification.** SBNP agrees to hold harmless and indemnify the City from any and all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgements, expenses, and attorney fees, resulting from or related to for injury to SBNP's use of the MCC under this agreement. SBNP agrees to be liable to the City for any and all damage to the grounds, facility, building, equipment, and furniture owned or controlled by the City, which results from SBNP's use or is caused by any participant in SBNP's programming.

**11. Insurance.** SBNP shall obtain at its sole cost liability insurance in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage arising out of SBNP's use of the Community Center. The City will be named as an



## TEMPORARY FACILITY USE PERMIT

additional insured on SBNP's policy. SBNP will provide the City with a certificate of insurance prior to SBNP's first use of the MCC under this agreement. The City will have the right to request a full copy of SBNP's policy.

**12. Entire Agreement.** This agreement shall be the exclusive agreement between the City and SBNP regarding use of the Community Center. As of April 22, 2022, any and all previous agreements regarding use of the MCC between the Parties terminated. Any amendments to this agreement must be in writing and signed by authorized representatives of both Parties.

**13. Attorney Fees.** Attorney fees, costs, and disbursements necessary to enforce this agreement through mediation, arbitration, and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

**14. Authority.** Each party represents to the other by their signatures below that each has read, understands, and agrees to all terms and conditions of this agreement. Each party further represents to the other to have authority to bind their respective entities as provided in this agreement.

**City of Monroe**

**South Benton Nutrition Program**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(printed name and title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**Attest:**

\_\_\_\_\_  
Steve Martinenko, City Recorder



Monroe Community Center Rental Application

EXHIBIT A

Name of individual or Organization: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Non-profit (verification required) Yes ( ) No ( )

Areas of Usage: Hall only \_\_\_\_\_ Hall and Kitchen \_\_\_\_\_

Nature of Activity \_\_\_\_\_

Date of Activity: From \_\_\_\_\_ To: \_\_\_\_\_

Time of Activity: From \_\_\_\_\_ AM/PM To \_\_\_\_\_ AM/PM (Include setup & cleanup)

Expected Attendance \_\_\_\_\_ Is activity open to the public? Yes ( ) No ( )

Will sound amplification or a public-address system be used? Yes ( ) No ( )

Time of day amplifier is to be used. From: \_\_\_\_\_ AM/PM to: \_\_\_\_\_ AM/PM

Applicant hereby acknowledges that they understand and will comply with all the provisions of the City of Monroe, Oregon pertaining to use of the Community Center facilities as attached. Applicant hereby assumes all responsibility to leave areas in a neat and clean condition. Applicant also acknowledges that this rental agreement allows Applicant exclusive use of the area identified above on the application during the time indicated on the approved application.

Applicant agrees to hold harmless and indemnify the City of Monroe, Oregon, from any and all liability for injury to persons or property occurring as a result of this activity and agrees to be liable to said City for any and all damage to the grounds, facility, building, equipment, and furniture owned or controlled by the City, which results from the activity of the applicant or is caused by any participant in said activity.

**THIS PERMIT IS SUBJECT TO IMMEDIATE CANCELLATION BY ANY POLICE OFFICER OR CITY OFFICIAL WHO DETERMINES THAT ANY PROVISIONS OF ANY CITY ORDINANCE SUCH AS SOUND OR ALCOHOL USE HAS BEEN VIOLATED.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ 2nd contact info: \_\_\_\_\_  
Email, Cell, etc.

\*\*\*\*\*

**FOR OFFICE USE ONLY**

FEE PAID: \$ \_\_\_\_\_ DEPOSIT PAID: \$ \_\_\_\_\_ Date: \_\_\_\_\_

DEPOSIT RETURNED \_\_\_\_\_ Date: \_\_\_\_\_

Authorized: \_\_\_\_\_ Date: \_\_\_\_\_



# Monroe Community Center Rental Application

## Monroe Community Center Terms of Use

### Facility Use and Rental Regulations

		<u>Nonprofit</u>	<u>Others</u>	<u>Nonprofit</u>	<u>Others</u>
1.	Meeting Room	\$10 hr.	\$15 hr.	\$100/day	\$150/day
2.	Meeting Room plus the Kitchen	\$15 hr.	\$20 hr.	\$150/day	\$200/day
3.	Event Rental*	NA	NA	\$250/day	\$400/day

**All rentals are a minimum of 4 hours**

### Deposits

Meeting Hall	\$100
Meeting hall/Kitchen	\$275
Event Rental*	\$350

*\*Event Rentals are defined as activities that are open to the general public; occur over 1 day; or expect a crowd of more than 75 persons over the requested time period.*

**Re-Key Charge:** \$200 Minimum for the cost of re-keying the entire building in the event the key is not returned following facility use. (Keys shall not be duplicated.) **Keys will be placed in a numbered lock box at the Community Center and must returned to City Hall the next day after the event.**

The Community Center is available for flea markets, bazaars, or tag sales. However, rental of the Community Center for other commercial activity is not allowed.

Rental of the facilities will be on a first come, first serve basis. A deposit must be paid at the time of applying for use of the facility to reserve the date and time requested. Rental fees shall be paid 14 days in advance of the requested date or the facility may be rented out to a different party. City staff will make every effort to contact you prior to renting out the facility to a different party; however, it is the renter's responsibility to make all payments in a timely fashion.

Alcohol, smoking and chewing tobacco and illegal drug use are forbidden in the building or on the property. Groups or individuals violating this policy may be excluding from future use of the facility.

The applicant shall reimburse the City of Monroe for any repairs, clean up, or damages incurred during use due to negligence or destruction beyond the required deposit. The deposit will be returned in full, if there are no withholdings, within 5 days after the event. In the event of additional cleaning or damage the renter shall be responsible for providing the City with applicable amount in cash, money order, or similar acceptable remuneration prior to the City releasing the deposit.

Any occasion involving minors shall be chaperoned continuously by parents, teachers, or adult leaders by a ratio of one to ten minors. Chaperones shall be present until the last minor leaves the facility, building and grounds. Those chaperones shall be present afterward to verify clean up has been done.



## Monroe Community Center Rental Application

- Permission is required to use any audio equipment in order to prevent neighborhood disturbances. The City noise ordinance shall be in effect and activities shall cease and the property vacated by 11:00 PM Sunday through Thursday and 12:30 on Friday and Saturday nights.
- Do not attach any material or decorations to any walls, doors or woodwork in the Community Center rooms or hallway.
- Decorating for an event will be limited to decorations, such as bouquets of flowers, placed on the floor or tables.
- All materials and decorations must be removed after completion of rental period. Chairs and tables shall not be taken outside the building.
- All windows are to remain locked and secured.
- No portable heaters are allowed.
- Reports of damage that has taken place or noticed during use should be made to the City Hall within one day after rental.
- No animals allowed, except for Guide Dogs for the Blind or assistance animals for impaired or disabled persons.
- A food handler's license or restaurant permit may be required if serving food; it's the obligation of the renter to determine if one is required.
- Do not place shoes or clothing on counters in the kitchen. They are used to prepare food only.

**Cleaning and Check List (applicable based on areas of usage): The cleaning supplies, brooms and mops are in the closet near the kitchen stove and in the closet near the women's bathroom.**

- Clean and empty sink strainers (strainers are located in the sink and under the sink) into garbage and replace the liners in the can. You must take your garbage with you; otherwise, there is a \$10 fee associated with leaving your garbage in the cans at the southwest corner of the building.
- Kitchen appliances and counters to be wiped clean. All dishes and utensils are to be cleaned and left on the counter. DO NOT USE THE SANITIZER ON THE WEST WALL – IT IS NOT A DISHWASHER.
- Oven must be left clean after use.
- Spills must be wiped up from the wood floor, dried and the floor dust mopped clean using City cleaning supplies.



## Monroe Community Center Rental Application

- The kitchen floor must be mopped using the supplied "Swifer" mops. Chairs and tables must be wiped clean if needed.
- Bathroom wastebaskets must be emptied, floors cleaned and counters wiped clean and toilets flushed; make sure the fan is off in both bathrooms.
- Make sure stove breaker (right of the stove on the wall) and fan are off and all lights are off.
- Make sure all doors and windows are locked on the outside of the building. Try the doors to be sure.
- Return keys to Monroe City Hall; they may be dropped in the mail slot in the front door during non-business hours.

Failure to do any of the above may result in forfeiture of your deposit.

Use shall be denied or revoked:

- For any activity prohibiting admission on the basis of race, religion, gender, marital status, color or national origin.
- If there is an indication of rental under false pretext or that the facility will be used for or to promote any illegal activity.
- For any additional activity by the same sponsor if charges for the previous activities have not been paid in full.

Any individual or group using the Community Center will be responsible for leaving it in good order. Failure to do so will forfeit deposit.

In the event of an emergency, those responsible for the rental of the facility at the time shall contact 911 and ask for assistance.

Conditions or use and/or fees may be changed without prior notice by the City of Monroe.

Unauthorized use of the Community Center may constitute criminal trespass and be prosecuted as such.



# ATTACHMENT B

664 Commercial Street  
Monroe, Oregon 97456



Phone: (541) 847-5175  
FAX: (541) 847-5177

June 17, 2022

South Benton Nutrition Program, Inc.  
PO Box 178  
Monroe, OR 97456

To the President, Officers and Board Members of the South Benton Nutrition Program, Inc.:

In a letter dated June 2, 2022, the City required SBNP to comply with certain demands by June 17, 2022. This letter is notice that the City extends that deadline to July 1, 2022. If SBNP, to the City's satisfaction, meets the following demands on or before July 1, 2022, then the City may offer SBNP a temporary use agreement for the Community Center while the City continues to develop new policies for use of the Community Center.

**On or before July 1, 2022, SBNP must:**

1. Provide written evidence to the City that SBNP has removed the Community Center address (605 Main Street) and any references to the City of Monroe from SBNP's incorporation documents, including bylaws, filed with the Oregon Secretary of State.
2. Provide the City with a certificate of insurance evidencing the following coverages:
  - a. **Liability Insurance.** SBNP shall continuously maintain at its expense throughout the term of this Agreement, and any renewal period, public liability and property damage insurance with the combined single limit of not less than Two Million Dollars (\$2,000,000), naming the City as an additional insured and containing a contractual liability endorsement referring to use of the Monroe Community Center. Such insurance shall provide coverage for bodily injury, death or property damage in connection with SBNP's use or occupancy of the Community Center or the exercise or enjoyment of rights or privileges granted by the City's agreement for SBNP to temporarily use the Community Center for its nutrition program.
  - b. **Personal Property Insurance.** SBNP shall at its own expense insure its personal property, equipment, and trade fixture located in the Community Center.
  - c. The City has the right to request review of the actual policies.
3. Provide the City with printed copies of SBNP's IRS Form 990s for the last three tax years.
4. Coordinate with City staff to gain access to the Community Center for the purpose of conducting an inventory of SBNP assets, cookware, and other SBNP items located in the Community Center.
5. Attach asset tags, as possible, to SBNP assets located in the Community Center.
6. Photograph cookware and other washable items (not conducive to asset tags) and include quantity of such items in inventory.

7. Provide a complete inventory of SBNP assets, cookware, and other items to the City and if anything is removed or added, SBNP must notify the City to keep an updated inventory.
8. Coordinate with City staff to gain access to the Community Center for the purpose of removing the piano and any other non-SBNP property (for example, personal items of individuals affiliated with SBNP) from the Community Center.
9. Coordinate with City staff to reorganize spaces so that a lockable space for SBNP's items can be utilized when SBNP is not operating its program. The City will determine what space can be used for said purpose.

As stated above, Council will consider entering into a temporary agreement with SBNP to use the Community Center as early as July 5<sup>th</sup>, if the above demands are met by the deadline provided (July 1, 2022). The temporary agreement would allow SBNP to resume its program in the Community Center while the City continues to develop new policies for the use of City facilities, including the Community Center. If SBNP fails to timely meet these demands, then all SBNP property must be removed by July 12, 2022, and SBNP will not be allowed use of the Community Center until the new policies are complete and adopted.

Sincerely,

  
Steve Martinenko  
City Administrator

cc Local Government Law Group P.C.