

City of White – Building Rental Policy

Approved 2JUNE2025

1. The City of White has the following properties available for rent:
 - a. McKnight Hall, which includes the following:
 - i. The “Big Room”
 - ii. The Kitchen
 - iii. The “Legion Room”
 - b. The City Park, which includes the following:
 - i. The Picnic Shelter
 - ii. The Basketball Court
 - c. The City Baseball Field
 - d. The Firehall Meeting Room (Restricted Rentals)

2. Conditions for rental are governed by the following terms:

- a. Any renter must complete the appropriate application form and turn it into the City Finance Officer before usage and to confirm availability.
- b. The renter must state the general nature of the activity which will take place. The City has a policy that activities within its facilities must be of a nature that is acceptable for young children to attend. Activities of a prurient nature are not acceptable on any City property.
- c. Rental activities which intend to sell items or food for individual profit will require proof of South Dakota Sales Tax Registration before approval of the application. The City reserves the right to inspect these items during the event.
 - i. If the event is a “craft fair”, the event organizer is responsible for assuring that the vendors have their current South Dakota Sales Tax Registration Certificate with them while they are selling.
 - ii. If the event is a “garage sale”, the event organizer is responsible for assuring that the items sold are Bonafide “garage sale” items. The sale of crafts or other items which would otherwise be considered a “hobby business” by a reasonable person will not be acceptable without a current South Dakota Sales Tax Registration Certificate.
 - iii. Sale of Food:
 1. Food sold for a profit or supplied by a professional vendor must have current certification from the South Dakota Department of Health and follow all applicable food sanitation procedures.
 2. Food sold for a “free will donation”, a “bake sale”, or “lemonade stand” is not subject to the certification requirement, but the preparer is responsible for assuring that food sanitation procedures are followed so as to prevent public illness.
- d. It is expected that anyone renting the facility will leave the facility in at least as good condition as when they arrived, at a minimum:
 - i. Garbage must be picked up and taken out to the dumpster (at the Hall).
 - ii. If applicable, the floors must be swept and free of debris and puddles.
 - iii. Tables, chairs, and equipment must be put back in the condition found – unless prior coordination has been made with City Staff.
 - iv. Bathrooms must be in a “reasonable person usable” condition, defined by “no fear of using the facilities due to a mess left behind”.
 - v. In the kitchen area:
 1. All dishes must be clean, dry, and placed back in their appropriate areas.
 2. All counters and cooking surfaces must be wiped clean.
 3. The floor shall be free of debris.
 4. Any food waste must be removed to the outside dumpster.
 5. Any left-over food in the area must be labeled and picked up within 72 hours of the event, or it is subject to disposal by City Staff.
 - vi. All doors and gates will be securely locked or latched upon vacancy of the property.
 - vii. If there are any defects to the structure discovered during the usage, the user must contact the City or they may be held liable for damages.
- e. Payment in full is expected before the City will issue access to the facility.

3. Payment for rental of properties:

- a. Payment for the property is outlined on the applicable rental request form. Payment is accepted through cash or check.
- b. Refunds are available if the renter is unable to use the facility through the process outlined on the rental request form for the applicable structure. Refund payment will occur by check after the next Regular City Council Meeting, which is generally held on the first Monday of each month.
- c. Any renter who wants to ask for a rental fee reduction or waiver, may file a request with the City Finance Officer who will schedule that request on the next Regular City Council Meeting, which is generally held on the first Monday of each month. The City Council will decide how much to reduce the rental fee based on the following:
 - i. Stated goal of the event:
 - 1. Events which are purely for individual profit (Craft Fairs / Garage Sales) without any activities for the general public will not be reduced in fee.
 - 2. Events which have aspects of individual profit (Craft Fairs / Garage Sales) but do include aspects of civic engagement like kid-friendly activities, a speaker to entertain or inform without intent for profit, or a “free” meal, will be considered for a reduced fee upon presentation of the event plan.
 - 3. Events which benefit a member, or group, of the community who has suffered a Bonafide catastrophe will be considered for a reduced fee upon presentation of the event plan. For the purposes of this the community is defined as the immediate family of Residents of White and the Students of the Deubrook School; Employees of the City and Deubrook School; or members of the White Emergency Services.
 - 4. Events which are closed to the general public, or where membership in an organization, or an entry fee is required to attend, will not be considered for a reduction in fee.
 - ii. Benefit to the Citizens of the City of White
 - iii. Benefit to the general Community of White and its surrounding areas.
- d. Rate Reduction Guidelines:
 - i. For events which are one-time-per-calendar-year, the rate shall be reduced no more than:
 - 1. 50% of the Full Rate on the Rental Form for “Category 1” events
 - 2. “Category 2 or 3” events may be considered for reduction below 50%, but the event organizer must show clear public benefit while applying – otherwise the reduction amount will be no more than 50%.
 - ii. For repeat events, which occur more than once per year, the rate shall be reduced based on the nature of the event and shall be first determined by City Council in Executive Session as a contractual agreement and then negotiated in Executive Session with the Renter. It is understood that the final agreed upon rate is unique to the group requesting the reduction, and are subject to negotiation at the end of the contract year.

4. City/Government Organization Rentals:

- a. City of White:
 - i. The City Council meets the first Monday of each month at 7:00PM unless there is a holiday (Labor Day), in which case their meeting will be the first Tuesday following the first Monday of the month. Other City Council “special meetings” will be made in respect to State Law and current rentals on the calendar when required.
 - ii. The City has primary usage of the Legion Room of the McKnight Hall Wednesday evenings after 6:30PM to accommodate open discussions of City business and education of civic minded activities with the general public. This time may have a quorum of City Aldermen present, but no official decisions will be made until the next scheduled City Council Meeting.
- b. The following organizations are sponsored by the City:
 - i. The White Community Club
 - ii. The White Fire Department
 - iii. The White Ambulance Service
- c. The following organizations have a formal relationship with the City:
 - i. Deubrook School
 - ii. Afton Township
 - iii. Sherman Township
 - iv. Pioneer Day Committee
 - v. The Deubrook Community Library
 - vi. The White Historical Society
- d. If any of the above (4b & 4c) organizations desire use of the hall, and if they make a request to the City Council, and the building is available, they are exempt from rental fees.

5. Civic Organization Rentals:

- a. Civic Organizations which the City recognizes include the following, and have been granted the following times for their meetings:
 - i. American Legion Post #88 (Meets the last Monday of each month at 7:00PM)
 - ii. American Legion Auxiliary Unit #88 (Meets the second Monday of each month at 3:00PM)
 - iii. Brookings County 4H (Meets the second Sunday of each month in the afternoon)
 - iv. Scouting Organizations (Scouting America or Girl Scouts) (TBD)
- b. Annual Fees for Usage:
 - i. Civic Organizations defined by 5.a shall be charged an annual fee of \$300, or \$25 per month they meet each year, to cover maintenance costs associated with their usage. This fee shall be paid no later than June 30 of the calendar year.
 - ii. Civic Organizations may petition the City Council to perform a service project in lieu of payment of the Annual Fee. Depending on the complexity of the project the City Council may allow a multi-year waiver of the Annual Fee so the Organization may recoup their expenditures in performing the project. The intent of the service project must be physical improvement of a City Facility defined in Section 1.
- c. If any of the above (5a) organizations desire use of the hall, and if they make a request to the City Council, and the building is available, they are exempt from rental fees for events which are for purposes of general public attendance and do not charge admission or fees to take part in the activity.
 - i. This does not prevent or discourage the organization from asking for a “free will” donation to defray costs of the event.
 - ii. This specifically does not apply to the American Legion’s use of the Hall for fundraising which is a specific part of the original lease agreement with the City.
 - iii. Events which are closed to the general public will require a regular rental agreement, unless specified in #6.

6. Dates Specifically Not Available for Rental:

- a. Through the original lease contract when the McKnight Hall was built, American Legion Post #88 has the following days of exclusive use for the Legion's activities at the McKnight Hall:
 - i. Memorial Day (The Last Monday in May)
 - ii. Veterans Day (November 11)
 - iii. The Third Sunday of each month except for May.
 - iv. The Thursday before Thanksgiving in November.
- b. Pioneer Day Weekend – the Third Weekend in July – Usage of City Property defined in Section 1 is coordinated with the White Community Club, the Pioneer Day Committee, American Legion Auxiliary Unit #88, and American Legion Post #88.
- c. The First Saturday in December – Usage of McKnight Hall is coordinated with the White Community Club and American Legion Post #88 for “Santa Day” activities.
- d. Throughout the month of December, through the first weekend in January, the Community Club shall be allowed the “Eastern Wing” of the McKnight Hall “Big Room” for the City Christmas Tree Display.
- e. Any date specified as a “meeting time” in #4 or #5.
- f. The Deubrook Booster Club hosts an annual “Prom Dress Resale” the purpose of this sale is to raise money to support school activities outside the normal “school budget” (e.g. FFA National Convention Trip; Elementary Author Visits; Athletic Team State Championship tours). This event is a major portion of their funding for the year and the City supports their efforts.
 - i. The Booster Club is not required to have a Sales Tax Form as they are a non-profit tied to the school.
 - ii. The Dress Sale shall be given use of the “Big Room” of McKnight Hall:
 1. Initial Occupation – After 1:00PM on the Third Sunday in January for equipment move-in.
 2. They will have days for “dress drop off” on the Fourth Saturday and Sunday of January.
 3. They will have days for dress sales the First and Second Weekend in February.
 4. They shall be substantially clear of the building no later than the Tuesday following the second weekend sales. There may be some dresses remaining on the south coatrack of the Big Room which will be taken care of in a few days as the Group determines who will receive them.
 - iii. Other Room Usage:
 1. The Club will coordinate with the Finance Officer for dates that other organizations are using the building to assure minimized conflicts.
 2. The Dress Sale group will be given full use of the “Big Room” during the time that they have the building outlined in #(6.f.ii).
 3. The Legion Room shall be theirs on the actual sale dates.
 4. The Kitchen shall be their “break room” during the dress drop off and sale dates. Any other time the kitchen shall be kept clear for other organizational use. Any food that the Club brings in must be clearly marked as theirs.

7. Deubrook Graduation Weekend Rentals

- a. The Graduation weekend is typically the third weekend in May – however, this is subject to change and must be verified annually.
- b. For graduation weekend, no one person may rent the entire building for the entire weekend – rentals shall be offered as follows – with one person only being able to rent one area:
 - i. Saturday Rentals:
 1. The Legion Room
 2. The “Big Room”
 - ii. Sunday Rentals:
 1. The Legion Room
 2. The “Big Room”
 - iii. During Graduation weekend, the Kitchen shall be shared between the users – users of the facility are encouraged to bring their own coolers and shall not be able to access the Legion Store Room refrigeration or freezers; cooking equipment in the Kitchen shall be shared with coordination responsibility resting on the renters.
 - iv. All cleanliness standards apply from section 2.d.
- c. This “one person – one area” rule shall not preclude a group of graduates from renting the area so that they may celebrate together.
- d. Rental Priority:
 - i. Before January 15th of the graduation year, only Deubrook Graduates who are residents of the City of White may apply for rental of the McKnight Hall for Graduation weekend.
 1. Graduation Legion Room Rental = \$50 per day for Residents of the City of White
 2. Graduation Big Room Rental = \$150 per day for Residents of the City of White
 - ii. Starting January 16th of the graduation year, any Deubrook Graduate may apply for rental of the McKnight Hall if there are still openings for Graduation weekend.
 1. Graduation Legion Room Rental = \$100 per day for Non-Residents
 2. Graduation Big Room Rental = \$300 per day for Non-Residents

8. Repeat Rentals:

- a. An organization or individual which has not been defined in Sections 4 or Section 5 may apply for “repeat rental” of City Facilities to support their needs to serve the community.
- b. The organization or individual must approach the City Council in a Regular Monthly Meeting (typically the first Monday of the Month) and present their application for consideration by the City Council.
- c. The application presentation must include:
 - i. The Primary Point of Contact – their name, phone number, address, and email.
 - ii. Description of the activity that will occur while using the facility.
 - iii. Frequency and Duration of Usage
 - iv. Nature of the event – “Is it a “for-profit” or “not-for-profit” activity?”
 1. Any activity where people have to provide money to attend or participate is considered “for-profit” for this application.
 2. Annual Dues, paid once per year with no further expectation of payment to participate are NOT considered as “providing money to attend”.
 - v. Special needs which the “repeat rental” may require –
 1. The City will not be responsible for setting up or taking down tables and chairs – renters of McKnight Hall are expected to “leave it as they found it”.
 2. The City may coordinate with the group for needs pertaining to use of recreational facilities – this will be defined in the rental agreement.
 3. The Group must follow all Cleanliness Standards of Section 2.d.
 4. The City will not be responsible for materials left behind by the repeat rental beyond maintaining them in “lost & found” for a short period before disposal.
- d. The City Council will consider the “repeat rental” ability to pay for the activity being performed in determining the rate to charge.
- e. The City will draft and then present the “repeat rental” Point of Contact a rental agreement that may be negotiated between the City and the Repeat Rental in the intervening month with approval at the following Regular Monthly City Council Meeting. The rental agreement shall be good for NO MORE THAN TWELVE MONTHS from date of signing.
- f. If the “repeat rental” desires a long-term relationship, they must file an annual financial statement with their application for a renewed contract that includes at a minimum:
 - i. Number of members/customers/attendees at the beginning of the current contract
 - ii. Number of members/customers/attendees at the end of the eleventh month of the current contract.
 - iii. Bank Account(s) Balance on the first day of the first month of the current contract
 - iv. Bank Account(s) Balance on the last day of the eleventh month of the contract
 - v. A statement of any income that was made during the term outlined above – details are not necessary unless the group feels it would help their application.
 - vi. A statement of expenses that were made during the term outlined above – details are not necessary unless the group feels it would help their application.
- g. The City reserves the right to terminate the rental agreement at any time if the group is found to be operating outside of the terms of the agreement.

9. Alcoholic Beverages:

- a. Alcoholic Beverages are defined as any liquid which contains alcohol and includes, but is not limited to: beer, wine, spirits, and liquors.
- b. No person below the legal drinking age may consume any alcoholic beverages while on City Property.
- c. All alcohol consumed on City Property must be purchased from the City “Off-Sale” Retailer. The City reserves the right to ask for receipts from users of City Property to enforce this policy.
- d. Renters of the McKnight Hall shall coordinate with the White Community Club if they desire “Bar Service” for their event.

10. Violations of this Policy may result in:

- a. Immediate expulsion from the facility.
- b. The loss of future rental ability.
- c. The City will reserve the right for possible legal action in extreme cases.