



**Midway**

**POLICIES  
&  
PROCEDURES**

Adopted 1/12/2011

Revised 6/17/2025

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## Section 1. Introduction

### 1.1 Purpose and Objectives

The purpose of this manual is to establish policies and procedures that will assist Midway City employees in effectively and efficiently implementing the City's vision statement, mission statement and core values.

### 1.2 Vision Statement

Our vision for the City of Midway is to be a place where citizens, businesses and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walk able, and visitor friendly. A community that proudly enhances our small town Swiss character and natural environment, as well as remaining fiscally responsible.

### 1.3 Mission Statement

The mission of the City of Midway is to create a positive lifetime difference, enhance the quality of life, promote the safety and wellbeing of our residents and visitors while honoring our heritage and preparing for the future.

### 1.4 Core Values

*Integrity* – Actions are based on honor to create ethical character and a positive reputation.

*Teamwork* – A process built upon common focus, flexibility, cooperation, communication, and the sharing of risk, responsibility and reward.

*Innovation* – Demonstrating a civic entrepreneurial spirit by generating new ideas and better ways of doing things and engaging in reasonable risk.

*Respect* – The obligation to treat all with civility by listening, comprehending, empathizing, and valuing opinions and perspectives.

*Responsive Customer Service* – Meeting needs in a timely, courteous, and responsive manner by delivering on promises and commitments while meeting or exceeding expectations.

*Trust* – Actions, information and communication are accurate, consistent, open and honest to maintain credibility.

*Honor* – Respect and preserve our heritage.

## **1.5 Content**

This manual contains policies and procedures adopted by the City Council through resolution. It also includes policies and procedures adopted administratively by the various departments of the City. Those items adopted by resolution are so noted.

## **Section 2. Mayor and Council**

### **2.1 Mayor and City Council Contact Information**

City staff may provide upon request the personal mailing address and telephone number for the Midway City Mayor and each member of the Midway City Council. Other contact information, including personal and work emails or cellular phone numbers, shall not be provided.

### **2.2 Orientation of Council Members**

A. Newly elected council members shall receive copies of the following documents within 30 days of their election:

1. Municipal Code
2. Policies and Procedures Manual
3. Human Resources Policies and Procedures Manual
4. General Plan
5. Capital Facilities Plan
6. Current Budget

## Section 3. Administrative

### 3.1 Copies and Compilations of Records

The public will be charged for copies and compilations of records based on the following price schedule:

Cost per Page	
8 ½" x 11", Black & White	\$0.25/page
11" x 17", Black & White	\$0.50/page
8 ½" x 11", Color	\$1.00/page
Staff Time	
As provided by the Utah Government Records Access and Management Act, staff time will be charged in an hourly amount that equals but does not exceed the wage of the lowest-paid employee who has the necessary skills and training to perform the request. No charge may be made for the first quarter-hour of staff time.	

The total cost will be determined by multiplying the unit cost by the number of pages plus staff time. The City does not have an 11" x 17" color copier. Staff time will be billed in ten minute increments.

### 3.2 Billing/Collections/Bad Debt

#### A. Purpose

The purpose of this policy is to provide Council and staff with a policy and guidelines with regards to the billing and collection of accounts, the writing off of irrecoverable debts/bad debts, owed by consumers to the City, and to ensure that all outstanding amounts owing to the City can be recovered effectively and economically and are financially viable.

#### B. Definitions

1. Bad debt refers to any debt which has become overdue by more than 150 days.
2. Debt means any sum of money which a citizen of the City, or customer of the City in some capacity, is legally obligated to pay to the City for any purpose.
3. Overdue refers to any debt owed to the City of Midway which has not been paid within thirty days of the date the payment was due. As an exception, debts owed

for utility services consumed are considered overdue after the date the payment was due.

4. Municipal account shall include all levies or charges including but not limited to:
  - a. water consumption,
  - b. basic water charges,
  - c. building safety charges,
  - d. planning charges,
  - e. professional services charges,
  - f. interest and/or surcharges,
  - g. miscellaneous and sundry charges.
- C. Collections – The following process, with limited exceptions, will be used to collect on accounts with Midway City:
  1. Invoice mailed immediately to the customer.
  2. Statement mailed at the end of each month and marked past due if applicable.
  3. 30 days from the date of a statement an unpaid account is considered past due. A letter is immediately sent to the customer explaining the City's collections policy.
  5. After 60 days service is refused by the City.
  6. After 90 days the account is referred to the City Attorney and taken to small claims court (Up to \$10,000) or district court (Over \$10,000).
  7. 30 days after judgment a lien is placed on the associated property.
- D. Bad Debts
  1. Bad debts are to be accounted for by the City of Midway until collected or permanently written off.
  2. The City will take ongoing aggressive action to collect all debts owed to the municipality which are not otherwise written off, as provided by Section 3.2 of these policies.
  3. Bad debts over 150 days old which are under a cumulative amount of \$500 per customer may be written off immediately upon collective approval of the budget officer, recorder and mayor, if they are deemed not to be cost efficient to attempt to collect on.

4. Any bad debts over six years old which have been determined to be wholly uncollectable may be permanently written off upon approval of the City Council.

#### D. Criteria for Irrecoverable Debt

Debt will only be considered as irrecoverable if it complies with the following criteria:

1. All reasonable notifications and cost effective legal avenues have been exhausted to recover a specific outstanding amount; or
2. The cost to recover the debt does not warrant further action; or
3. The debtor is bankrupt; or
4. The debtor is untraceable or cannot be identified so as to proceed with further action; or
5. The outstanding amount is due to an irreconcilable administrative error by the Municipality; or
6. If an offer of full and final settlement is confirmed in writing by the City.

#### E. Records and Reporting

1. The City of Midway shall keep records of all bad debts which have been permanently written off for a period of three years after the year of the write-off.
2. The budget officer will submit a report to the City Council, on an annual basis within the first month of the new fiscal year, of all bad debts written off under the provisions of this policy for the prior fiscal year.

#### F. Authorization

1. Debt below \$500 as stipulated above may be automatically approved for writing off by the Budget Officer, Recorder and Mayor as a delegated authority.
2. In respect of other debt above \$500, schedules indicating the debtor account number, the debtor's name, the physical address in respect of which the debt was raised, address, amount per account category as well as a reason to write off the amount must be compiled and submitted to Council for approval as irrecoverable debt and writing off.

3. Notwithstanding the above, the Municipality or its authorized officials will be under no obligation to write off any particular debt and will always retain sole discretion to do so.

(2012-22 Section 3.21 Deleted & Combined with Section 3.2, eff. 9/12/12)

### **3.3 Frequency of Deposits**

The treasurer, or his or her assistant, shall deposit all City funds in the appropriate bank accounts within three (3) days of receipt. It is unlawful for any person to commingle City funds with his or her own money.

### **3.4 Separation of Duties of Treasurer and Recorder**

One person shall not perform both the treasurer's and the recorder's financial duties.

### **3.5 Property Owner's Responsibility for Utility Accounts**

All utility accounts shall remain in the property owner's name. It is the property owner's responsibility to make sure all utility accounts stay current.

### **3.6 Work Order Policy**

- A. The work order policy is designed to track work orders for the Midway City Public Works Department to help assist in the maintenance of its various departments.
- B. A work order has the following information:
  1. Date of request
  2. Requested by
  3. Contact information of person making request (i.e., phone number, address)
  4. Description and location
  5. Who request is assigned to
  6. Action taken
  7. Date completed



8. Determine if follow up is required
- C. Work orders are filled out by office staff and placed in a binder in the Treasurer's office. Each work order is placed in the proper department.
  - D. Two copies of a work order is made and given to the Public Works Department. One copy goes to the crew chief and the other copy to the designated employee who will then complete the task reporting the action taken and the date of action. The designated employee then returns his copy to the crew chief who will then update the work order in the Treasurer's office.

### 3.7 Budget Planning Calendar

The following calendar shall be used to prepare each year's budget:

January		Budget officer begins preparations for tentative budget including estimating revenue.
February		Budget officer meets with Mayor to prepare tentative budget and to estimate revenue.
		Budget officer provides revenue estimates and budget guidance to department heads.
		Department heads prepare detailed budget recommendations.
March		Mayor, department heads and budget officer meet to prepare tentative budget.
April	First council meeting	Adopt tentative budget. Set public hearing on tentative budget. Public hearing noticed at least 7 days prior to the hearing.
May	First council meeting	Tentative budget must be adopted at or before the first council meeting in May.
		Hold public hearing on tentative budget.
		Mayor, department heads and budget officer meet to prepare final budget.
June	First council meeting	Final budget adopted. Property tax rate adopted.
	22 <sup>nd</sup>	Final budget must be adopted prior to June 22.

		Final budget provided to State Auditor in required format no later than 30 days after adoption.
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### **3.8 Purchasing Procedures**

See: Appendix C

### **3.9 Archiving Records**

Each department within Midway City shall maintain and be responsible for its own records in accordance with the Utah Government Records Access and Management Act, as amended. The City Recorder assists each department in this responsibility. Records that have been inactive for more than six months may be transferred to the City Recorder for archiving or destruction. The City Recorder is responsible for archived records.

### **3.10 Personal Property Damage Claims**

- A. Any claimant seeking to make a property damage claim against the City of Midway must submit a "Claim Against Midway City" form to the City Recorder, 75 North 100 West, Midway, Utah 84049, within one year from the date of the incident (per the Utah Governmental Immunity Act).
- B. All claim forms must be fully completed, signed and notarized. Failure to do so may result in the denial of said claim. If a question is not applicable, claimant must indicate such by placing "N/A" in the space provided. Reports shall include, but are not limited to, the exact date and approximate time of the incident, a detailed description of the incident and the location, (e.g., street name and address, nearest intersection and landmarks, if any).
- C. All relevant estimates and insurance statements must be submitted with the claim form. Failure to do so may result in denial of said claim. Claimants who dispose of the property or have repairs done, prior to settlement of the claim, do so at their own risk.
- D. Two (2) repair estimates and copies of any public record report filed with relevant departments (such as police reports) are required to be submitted for all property damage claims.
- E. All claims are forwarded by the City to the Utah Risk Management Mutual Association (URMMA), the City's risk management insurance representative.

1. Claimants may be required to agree to a visit by a representative from URMMA for appraisal to determine actual monetary loss. URMMA will report findings to Midway City. If a claimant refuses to permit said appraiser to assess property damage, the City will deny the claim.
- F. Claims above \$5,000.00 are handled in conjunction with URMMA for resolution; however the City maintains the right to consult with URMMA for any and all claims.
- G. The City will not process an approved claim for payment until the claimant completes and returns a “Release and Covenant Not to Sue” releasing the City from any further liability for the same incident.
- H. Employees are not to inform or suggest to the public that the City will reimburse them for damages to their personal property such as water lines, landscapes, vehicles, etc. A claim must be filed at the Midway City office, Risk Management Department. Forms can be obtained from the risk manager, or online at the city website: [www.midwaycityut.org](http://www.midwaycityut.org).

### **3.11 Donations**

- A. Utah Code section 10-8-2 limits the appropriation of money (the term appropriation includes gifts or donations) to municipal corporate purposes only, but provides that it is considered a corporate purpose to appropriate money for any purpose that, in the judgment of City Council, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to the City Council:
  1. First holding a public hearing on the matter of the donation. The public hearing requires a 14 day notice published in the newspaper. The purpose of the public hearing is to receive comments of the study and the proposed donation or appropriation of money.
  2. Prior to the public hearing the City must undertake a study to determine what benefit the City will receive for the proposed appropriation of the money; the public purpose of the appropriation; and whether the appropriation will accomplish that purpose. The results of the study must be available to the public 14 days prior to the public hearing.
  3. Donations or gifts can only be made if there is an ordinance which authorizes the City to make the gift. Utah Code section 10-8-2 allows appropriations of money for corporate purposes but only after following the proper procedure. If the gift or donation is not specifically included in the adopted budget then a study of the benefits to the City and a public hearing is required before the gift or donation of money is made.

- B. The exception to the public hearing requirement is if the appropriation of the money for the purpose was included in the adopted budget of the City. If it was, the matter is considered heard at the City's budget hearing and no further hearing is necessary. If the issue is included in the budget then no study of the benefits of the donation is necessary.
- C. It is the intent of the City to only consider proposed donations as part of the annual budget.

Ref: Utah Code 10-8-2

Utah League of Cities and Towns: A Handbook for Utah's Municipal Officials

### **3.12 Citizen Complaints**

- A. Screening of Telephone Calls; Referring Complaints. When a citizen calls the City with a complaint, the general nature of the complaint shall be obtained and reviewed. If possible, the complainant shall be referred to the appropriate department. The complainant should be given the name of the department and contact person whenever possible before the call is transferred.
- B. Receiving and Recording Complaints. Citizens may file a complaint with the risk management officer of the City in several ways; in person, by written correspondence, or by telephone. Information obtained from the complainant shall be documented in writing on a City complaint form, and shall include but not be limited to:
  - 1. The complainant's name, address, and phone number.
  - 2. A statement of the problem or allegation.
  - 3. The location and date of where and when the problem or alleged incident occurred.
  - 4. The names of the employees involved if applicable or available.
  - 5. Witnesses' names, addresses, and phone numbers if applicable or available.
  - 6. The date the complaint was received.
  - 7. The name of the person receiving the complaint.
- C. Assigning and Logging Complaints. The complaint shall be tracked by the date received. If the issue is one for the Public Works Department and can be resolved by

a work order, a work order is filled out and forwarded to the crew chief for action. If the complaint concerns other departments, a copy of the initial complaint form is forwarded to the department head. The priority of the complaint and action taken shall heed to the health, safety and welfare of the public. The complaint shall be logged, and the log shall include but not be limited to the following:

1. The name of the complainant.
2. The subject of the complaint.
3. The staff member or department assigned to respond.
4. The date the complaint was received.
5. The date the complaint was assigned.
6. The date the complaint was resolved.

D. Responding and Recording. Staff shall respond to complaints in the manner deemed appropriate by the department. A summary of the complaint, the action taken, and the date the complaint was resolved shall be logged on the original complaint form and filed in the risk management office.

E. Sample Complaint Form

1. See: Appendix D

### **3.13 Volunteer Approval Form**

See: Appendix E

### **3.14 Credit Cards and Other Charges on City Accounts**

- A. Authority - City credit cards are administered and issued by Purchasing Agent to be used under limited circumstances.
- B. Use - Cards are to be used in a responsible manner when other avenues of payment are not available such as:
  1. Specialty items which cannot be purchased from existing vendors or government contracts.
  2. Employee conferences or trainings which require online registration.

3. One-time purchases.

4. Extenuating circumstances by approval of the Mayor or Purchasing Agent.

C. Cardholder Responsibility

1. Ensure that the credit card is used in compliance with this policy.

2. Only authorized employees of the City may use the municipal credit card.

3. The employee using the credit card must submit receipts, documentation detailing the goods or services purchased, cost, date of purchase and the official business explanation thereof.

4. Above said receipts and documentation must be submitted to the Purchasing Agent within one week of the date of purchase to reconcile against the monthly credit card statement.

5. The employee issued the card is responsible for its protection and custody and shall immediately notify the Purchasing Agent if the card is lost or stolen.

6. City credit card users must notify vendors or merchants that the credit card transaction should be tax exempt if it is used for the purchase of goods or services.

7. The credit card may not be used for cash advances, personal use or any other type of purchase not permitted.

8. Employees must immediately surrender the card upon termination of employment. The City reserves the right to withhold final payroll checks and payout of accrued leave until the card is surrendered.

D. Internal Control Procedures: Monthly statements are received by the City Treasurer; each account is detailed separately by cardholder name and purchases. The Purchasing Agent must:

1. Match documentation to each item on the monthly statement, showing that all charges are legitimate. A purchase receipt is required for all purchases. Failure to provide a purchase receipt will result in an investigation and possible termination of employment;

2. Provide the city budget number to be charged for each item purchased;

3. Each month, turn in the credit card invoice and backup documentation to Accounts Payable for payment.

E. Purchasing Agent must be notified prior to any credit card purchases being made for City business.

F. Other Charges – receipts for charges made locally on a City account must be obtained, signed, and contain an explanation and appropriate department. Receipts must be turned in that day to the supervisor who reviews, assigns a city budget category and then turns the receipts in to the Purchasing Agent. Charges can only be made by authorized employees.

### **3.15 Distribution of City-Issued Keys**

- A. To protect the safety and security of City buildings, vehicles, pump houses, and other assets, keys for access should be issued to employees according to the following parameters:
1. City Treasurer: City office building, office door, computer room, key box.
  2. City Recorder: City office building, office door, records storage room.
  3. Department Heads: City office building, office door.
  4. Human Resources: City office building, office door, confidential employee records filing cabinet, key box.
  5. Administrative Assistants: As needed.
  6. Public Works Crew Chief: All City buildings, public works shop, electrical boxes and pump houses.
  7. Public Works: Town Hall and Community Center, public works shop, electrical boxes and pump houses.
- B. The City will maintain additional keys for building rentals and emergencies which are kept in locked key boxes in the City Treasurer's office and the Risk Management / H.R. office.
- C. The City will also maintain a key check-out log listing each employee and renter that has been issued keys. Individuals leaving City employment must surrender all keys issued to them during their tenure. Any employee not surrendering all keys will be charged, via a payroll deduction from his final paycheck, for the replacement of the associated locks, or the employee's final check may be withheld until the keys are returned.

- D. Keys for vehicles and equipment driven or used by public works employees shall be stored in a secure location inside the maintenance building. The maintenance building shall be locked at all times when there is not an employee in the building or working in the maintenance yard.
- E. All keys for building entrances, water vaults and electrical boxes shall be marked “Do Not Duplicate.”

### **3.16 Employee Training – Required and Elective**

- A. Midway City is a member of the Utah Risk Management Mutual Association (URMMA). This organization provides risk management/safety training to member cities in order to raise safety awareness and reduce accidents. URMMA requires the following annual trainings by one of their professional staff members at no charge to member cities:
  - 1. Land Use Training; one City employee.
  - 2. Sewer Backup Training; one City employee.
  - 3. Defensive Driving Training; all employees who drive City vehicles.
  - 4. URMMA’s top ten personnel issues; all City supervisors.
  - 5. Harassment Training; all employees.
- B. As other elective trainings are scheduled employee attendance is required. Other training is for the benefit of the health, safety and welfare of the employees and Midway City as a whole.

### **3.17 Injury Report Form**

See: Appendix F

### **3.18 Staff Report Distribution**

- A. Applicants will receive a copy of the staff report for City Council and Planning Commission meetings.
  - 1. Staff reports will either be mailed or emailed to the applicant.



2. Applicants are required to submit a complete application that will include contact information and a brief description of their request.
- B. The only exception to this policy is confidential information will not be given to the applicant as part of the staff report.

(2011-04, Section 3.18 Added, eff. 2/9/2011)

### **3.19 Professional Review Deposit**

- A. Projects which require review and/or inspection by the city planner, city attorney, city engineer, or other consultant(s) shall be billed to the applicant at the actual billed rates incurred by the City, in addition to all other fees. To assure prompt payment, the applicant shall deposit the required amount with the City, of which the City may draw to satisfy these costs.
- B. Projects other than subdivisions or annexations which require review by the city planner, city attorney, city engineer, or other consultant(s) (including but not limited to commercial projects) may also be required to set up a deposit account in amounts necessary to cover anticipated costs.
- C. All funds in applicant deposit accounts are available at all times for expenditure by the City to satisfy fees incurred by the City for the project. The City shall notify applicants monthly of the fees incurred during the previous month for the applicant's project. For all projects that require a deposit, if the balance on deposit for an applicant drops below a  $\frac{1}{4}$  of the required initial deposit amount, the applicant must pay all outstanding billings for the month plus bring the deposit account back up to the required initial deposit amount, unless determined differently by staff. If at any time an applicant's deposit account does not comply with the provisions set forth herein, the City's staff and its contractors, agents and consultants shall stop work on the project until the account comes into compliance. At the conclusion or termination of a project, any unexpended amounts in an applicant's deposit account shall be refunded to the applicant.

(2010-26, Section 3.19 Added, eff. 2/9/2011)

### **3.20 Application Policy**

- A. Applicants that would like to be heard before the City Council will be required to submit a complete application that will include:
1. Contact information

2. A brief description of the request

- B. Applicants may be required to submit a professional review deposit as per the Midway City Fee Schedule dependent on whether professional review is required for the request. The amount of the deposit will be \$500, unless determined differently by staff, and all the unspent deposit monies will be returned to the applicant.

(2011-04, Section 3.20 Added, eff. 2/9/2011)

(2012-22 Section 3.21 Deleted & Combined with Section 3.2, eff. 9/12/12)

### **3.21 Capitalization Amount**

For financial and auditing purposes the capitalization amount for Midway City will be \$5,000.

(2012-03, Subsection 3.22 Adopted, eff. 2/8/2012, 2012-22 Section 3.22 Moved to Section 3.21, eff. 9/12/12)

### **3.22 Reserve Balances in Funds**

- A. Capital Improvement Projects Fund
1. Midway City shall maintain at all times a reserve account in its Capital Improvement Projects (CIP) Fund. The balance in this account shall be no less than 35% of the average, over the previous five years, for CIP Fund revenue.
- B. Water Fund
1. Midway City shall maintain at all times a reserve account in its Water Fund. The balance in this account shall be no less than 50% of the average, over the previous five years, for Water Fund revenue.
- C. Use
1. These reserve amounts may be used by resolution if the City Council determines that a major unforeseen event or need exists. These reserve amounts shall not be used to merely balance the budget.

(2012-06, Subsection 3.23 Added, eff. 3/14/2012)

### **3.23 Cash Receipting**

- A. All receipts shall be entered in the accounting system within 24 hours.
- B. All funds shall be secured in a safe before they are deposited.

- C. All customers shall receive documentation of a transaction. The documentation shall include sufficient information for management to review or audit the transaction.
- D. All credit card and ACH transactions shall be entered into the accounting system by the Treasurer within 24 hours.
- E. The person who receives payments should not be the person making deposits. If this is not the case, then two appropriate employees must approve and sign the deposit.
- F. A cash receipt may only be voided or altered with the review and approval of another appropriate employee. Documentation is required for the action.
- G. All receipts shall be system-generated or sequentially numbered.
- H. All deposits and receipts shall be reviewed and reconciled by an appropriate employee other than the person receiving the cash.

(2012-20, Subsection 3.23 Added, eff. 6/23/2020)

### **3.24 Statement of Ethical Behavior**

See: Appendix J

(2012-21, Subsection 3.24 Added, eff. 6/23/2020)

### **3.25 Supporting the Arts, Cultural and Charitable Organizations / Waiving Facility Fees**

- A. Midway City has a policy to encourage and support the Arts, organizations that preserve and perpetuate local culture, and charitable organizations that serve and improve the life of Midway City citizens. The Arts, through plays, stories, dance, images, and music speak to and clarify our deepest values, sustain and strengthen community identity, and bring joy to our lives. Local organizations that work to preserve and perpetuate Midway's unique cultural heritage tie us to the past and help us create a future from common experience. Charitable organizations serve our community and encourage sustained forms of giving, service, and care that draw our community together and strengthen the bonds of our common humanity.
- B. Recognizing the contribution the arts and local culture and charitable organizations make to Midway City, it is Midway's policy, when petitioned, to support and encourage these entities by reducing or waiving fees to use public facilities when the use falls into the categories set forth above.

- C. In his or her sole and absolute discretion, the Mayor shall consider an application to reduce or waive fees to use public facilities totaling less than \$1,000.00, with the caveat that the ability to consider such applications does not grant any entity the “right” to have a petition granted. Applications to reduce or waive fees to use public facilities totaling more than \$1,000.00 shall be considered by the City Council in its sole and absolute discretion.
- D. To aid in deliberation, Midway City adopts the following guidelines when considering a request to reduce or waive a facility fee:
  - 1. Actual costs to the City as a result of the use (i.e. cleaning fees, administrative scheduling and security, and continuing operating and maintenance costs of the facility).
  - 2. Is the request being made by citizens of Midway?
  - 3. How many Midway City citizens will benefit from the proposed use? (i.e. how many citizens will be in the production, or how many citizens will be able to attend, etc.)
  - 4. Is there an entrance fee charged for the event, and if there is, will it be used to enhance and perpetuate future events of a similar nature?
  - 5. Does the applicant have a history of service, performing arts, or cultural education in Midway City already?
  - 6. How much of the money generated by the event will be put back into the organization for future events?
  - 7. Will the proposed event encourage unity, community involvement, understanding and harmony within Midway City?
  - 8. If the applicant has used City facilities in the past, were there any problems with the use that would suggest fees for cleaning or other concerns should not be reduced or waived?

(2021-34, Subsection 3.25 Added, eff. 11/16/2021)

### **3.25 Dual Signature Policy for Accounts Payable Invoices**

- A. The City of Midway’s **Dual Signature** policy requires two authorized signatures on accounts payable packing slips, ship tickets or invoices to verify the legitimacy of the transaction and that the items purchased were received. [The policy is a security measure to help prevent fraud by requiring two signers to verify the legitimacy of an invoice and that payment is proper and reasonable before payment is issued.](#)
- B. The Dual Signature policy applies to purchases that are for \$500.00 or more. Packing slip, ship ticket, or invoice must have two (2) signatures before being turned in to the Accounts Payable Office.

- C. Also, on the packing slips, ship tickets, or invoices should detail what the purchase is for. Using the Purchase Order (PO) space is not enough for verification of goods purchased. The initial purchaser should write detailed information on the document prior to asking for a 2<sup>nd</sup> signature.
- D. If a packing slip, ship ticket or invoice is not turned in by an employee, Accounts Payable will reach out to the appropriate person who made the purchase to get the required dual signature if the invoice is \$500.00 or more.

(2024, Subsection 3.26 Added, eff. 1/16/2024)

## **Section 5. Non-Departmental**

### **5.1 Surplus Property**

#### **A. Purpose**

This policy establishes the procedures for the transfer and disposition of surplus property, equipment, and materials. It also establishes the procedures for the scrapping, recycling, and disposing of scrap and recyclable surplus property, equipment, and materials.

#### **B. Definitions**

1. "Public agency" means the State of Utah or any of its agencies or subdivisions, any city, county, special district, or school district.
2. "Scrap" or "recyclables" means surplus property that may be reused "as is" or after repair or may be salvaged for its mineral value after treatment or processing.
3. "Scrapping" and "recycling" means transferring discarded surplus property, including scrap or recyclables, to a vendor for use, salvage, or resale.
4. "Surplus property" means any City property, equipment or material that is no longer needed or usable. This includes any scrap, recyclables, trash, and/or junk disposed, discarded, or abandoned on City premises, including all surplus property placed in storage or collection containers of any kind, including containers or facilities located on premises leased from the City.
5. "Trash" or "junk" means surplus property which has no practical salvage or recyclable value.

#### **C. Procedures**

1. Any property owned and possessed by a City employee, prior to being brought onto the City premises, or lawfully acquired by the employee with their personal funds while on City premises is considered the employee's personal property.
2. No one including employees shall transfer, sell, donate, scrap, recycle, or dispose of City property for personal gain or to benefit the interest of any person or party other than the City except as directed by the City Mayor or City Council.

3. No one including employees shall claim ownership of City property except as lawfully authorized by the City Mayor, City Council, or their designee.
4. All surplus property is disposed of “as is” and “where is,” with no warranty, guarantee, or representation of any kind as to its condition, utility, or usability.
5. Property with an accumulated estimated market value less than \$25,000 per fiscal year may be designated as surplus property and disposed of as directed by the City Mayor and Department Head. Any disagreements between the City Mayor and Department Head will be resolved by the City Council.
6. Property with an accumulated estimated market value of \$25,000 or greater per fiscal year may be designated as surplus property and disposed of as directed by the City Council.
7. The City Council must designate and authorize the sale of surplus real estate regardless of its value.
8. The department head will recommend the estimated market value and the most fiscally advantageous method of disposal using tools such as Kelly Blue Book, classified advertisements, and local vendors with similar products available. The estimated market value will include the costs for the disposal of the surplus property.
9. Surplus property may be transferred or disposed of using the following methods:
  - a. Transfer to Another Department. Surplus property may be transferred between City Departments.
  - b. Trade-In. Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.
  - c. Return to Manufacturer. Surplus property may, when possible, be returned to the manufacturer for buy-back credit.
  - d. Sealed Bids. Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
  - e. Auction. Surplus property may be sold at public auction. Auctions may be conducted by City staff, or the City may contract with a professional auctioneer or electronic auction site.

- f. Selling for Scrap or Recyclables. Surplus property may be sold as scrap or recyclables if the City deems that the value of its parts exceeds the value of the surplus property as a whole. Scrap or recyclables may be sold through public auction or bids obtained from public agencies, organizations, or vendors including scrap dealers or recycling centers.
  - g. Give Away or Discard. If the City determines that the surplus property is of minimal value and the cost of disposal would exceed the recovery value, then it may be given away, discarded, or disposed of in a way deemed appropriate.
  - h. Surplus property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code.
10. Notice of an auction or request for bids shall be posted in at least three locations in the City and on the City's website. Notice shall be posted no later than 10 days prior to the auction or the deadline to submit bids.
  11. The City reserves the right to reject any and all bids. If all bids are rejected the surplus property may not be disposed of for a lesser value than the lowest rejected bid.
  12. All proceeds from the transfer, sale, donation, recycling, and scrapping of City property, shall be made payable to the City, and shall be deposited into the appropriate fund.
  13. Transfer of Ownership and Title. Delivery of the surplus property together with transfer of ownership and title passes upon receipt of the proceeds.
  14. Documentation must be maintained regarding the transfer, sale, donation, recycling, and scrapping of City property and provided to the City Treasurer.

#### D. Disciplinary Action

1. Violation of this policy may result in disciplinary action up to and including discharge.



## **Section 6. Buildings**

### **6.1 Town Hall/Community Center Rental**

See: Appendix A

(2010-22, Subsection 6.1 Adopted, eff. 9/8/2010; 2011-05, Subsection 6.1 Amended, eff. 2/9/2011; 2011-17, Subsection 6.1 Amended, eff. 11/9/2011; 2021-26, Subsection Amended, eff. 10/19/2021)

### **6.2 Town Hall Sign Board Policy**

- A. In order for the signs to hang properly, grommets need to match the screws and wing nuts located at the four corners of the sign board. The size of the sign must be 4' x 8'.
- B. A sign may be hung two weeks prior to an event. Scheduling must be calendared with Midway City on a first come, first serve basis.
- C. The sign must be removed 24 hours after the event.

### **6.3 Combination to Safe at City Office Building**

- A. The combination for the safe at the Midway City Municipal Building shall be known only by the following employees:
  - 1. City Treasurer
  - 2. City Recorder
  - 3. Administrative Assistant to the Treasurer
- B. The combination is not to be given out to any other individuals verbally, in writing or electronically.

### **6.4 Displaying Artwork in the City Office Building**

- A. Complete an Artwork/Photo Display request (available at the City Offices).
- B. Obtain the Mayor's approval signature on the request form.
- C. Work with city employee(s) to determine which wall space will be used to display the images.

- D. The requester is responsible for purchasing their own City approved mounting fixtures for their displays. This must be *3M Command* removable picture hangers or a similar product which will not require putting holes in walls or ceilings and will not harm any building surfaces. Several locations carry 3M products: Rite Aid, True Value, Wal-Mart, Staples, Target and K-Mart.
- E. Nails, screws, or any type of permanent adhesive hangers are not permissible.

## **Section 7. Equipment Maintenance**

### **7.1 City Vehicle Accident Procedures**

The following procedures shall be followed anytime a City-owned vehicle is involved in an accident.

- A. Stop as soon as possible.
- B. Leave the vehicles where the accident occurred, except that such stop should be made without obstructing traffic more than necessary.
- C. Call the police.
- D. Do not leave the scene of the accident until the police have arrived and have told you that you may leave.
- E. Do not admit fault. Do not discuss the accident with anyone except police or Midway City's insurance company representative.
- F. Obtain from all other drivers or witnesses involved in the accident their name, address, telephone number, registration number of the vehicles they are driving, the name of their insurance company, agency, and policy number, and ask to see their operator's license.
- G. Produce your operator's license for all other drivers.
- H. Give to each driver your name, address, and the following information concerning Midway City insurance:

Utah Risk Management Mutual Association  
502 East 770 North  
Orem, Utah 84097  
801-225-6692

- I. Give to each driver the name, address, and phone number of the City:

Midway City  
75 North 100 West  
Midway, Utah 84049  
435-654-3223

- J. Immediately notify Department Head, City Risk Manager and Mayor of the accident. All accidents will be reported immediately regardless of severity.
- K. Fill out an accident report and file it with the City Risk Manager within 24 hours of the accident.

## **7.2 Lock Out/Tag Out Policy**

- A. Each employee will be required to fill out a repair tag and attach it to the machine or equipment that is in need of repair. This tag will remain with the machine until the machine/equipment has been repaired. If the said piece of equipment does not have a locking ring for a padlock, one will be installed with the lock out tag attached.
- B. Color codes will be used for the marking of specific types of equipment or utilities.
  - 1. Orange colored tag: equipment maintenance.
  - 2. Red colored tag: power and phone utilities.
  - 3. Blue colored tag: water utilities and equipment.
  - 4. Green colored tags: will be used on any piece of equipment that needs to be sent to a specialist for repairs.
- C. The following information will be required on each tag.
  - 1. The date
  - 2. The time
  - 3. The employee name
  - 4. The description of the work being performed
  - 5. The repair information
  - 6. The repair date
  - 7. Employee release signature
- D. The locks and tags will be located in the equipment room located in the Public Works Maintenance Building.

## **7.3 Vehicle Replacement Plan**

### **A. Purpose**

1. The objective of this vehicle replacement guideline/procedure is to promote an orderly system of purchasing and funding a standardized fleet replacement process and to plan future departmental transportation requirements.
2. Replacement decisions are based on usage, service, and cost issues. A regular replacement cycle will keep the condition of the fleet at an optimum level reducing fleet maintenance costs and excessive out of service situations.

### **B. General**

1. All City vehicles acquired and maintained by the Fleet Manager are recommended for replacement in accordance with this guideline/procedure and all departments are responsible for complying with these guidelines/procedures.
2. The guidelines for vehicles considered for replacement are based on vehicles meeting predetermined age and/or mileage criteria. This criteria is located later in these guidelines. Additional consideration will also be given to functionality, safety and overall condition of the vehicle.
3. As vehicles reach the targeted miles or age of replacement criteria, a vehicle maintenance evaluation will be performed by the Fleet Manager. Vehicle cents per mile relative to averages for the vehicle class will be analyzed to determine if the vehicle would be economical to retain for an additional year or targeted for disposal.
4. Vehicle and equipment leases may be entered into if it is deemed to be more fiscally advantageous than purchasing.

### **C. Fleet Services Vehicle Replacement Fund**

1. Annual replacement charges to each participating department shall be placed in a separate account, in order to clearly segregate and maximize the replacement revenue available to replace fleet and road vehicles and equipment. It is the intent of this policy to pay cash for vehicles and equipment.

### **D. Acquisition**

1. The Fleet Manager is responsible for acquiring all City vehicles with the approval of the City Purchasing Agent. Vehicles are normally purchased on State of Utah contracts. Whenever possible, local bid processes will be used for purchases to generate lower prices.

2. All vehicles to be purchased under both acquisition processes are reviewed by the Fleet Manager. Before any order is placed, the Fleet Manager and the user department will jointly review department requirements and vehicle specifications. It is the Fleet Manager's goal to select the proper vehicle for the customer. Suitability and appropriateness for the job intended, balanced by initial cost, depreciation/resale value and maintenance repair factors are the primary responsibilities for the fleet operating review. Compatibility with the rest of the fleet, fuel economy, safety/repair records and serviceability are also important considerations. Once the replacement cycle is complete, the replaced vehicle is evaluated, reassigned to another department or declared surplus and sold at auction or another disposal method as chosen by the City Council.

#### E. Replacement Criteria

1. Timely replacement ensures that vehicles are replaced once the vehicle's life cycle or economic costs reach a minimum. As previously stated, anticipated depreciation and resale value are considerations in replacing vehicles, however other criteria such as operating costs, safety standards and departmental needs are also evaluated.
2. The Fleet Manager recommends replacement of a vehicle based on criteria met for each class of vehicle. A technical/maintenance evaluation of requested replacement vehicles will be performed by replacement cycles, in terms of years and miles. The targeted replacement cycles, in terms of years and miles, are as follows:

<u>DESCRIPTION</u>	<u>AGE/MILES</u>
<b>Automobiles</b>	
Sedan	10 yrs./100,000 miles
<b>Light Duty Trucks</b>	
Sports Utility	10 yrs./100,000 miles
Pickup & 4 x 4	10 yrs./100,000 miles
<b>Medium &amp; Heavy Duty Trucks</b>	
	15 yrs./150,000 miles
<b>Miscellaneous Equipment</b>	By condition/hours of use

3. Add-on equipment with remaining useful life shall be reconditioned and reassigned.

(2011-08, Subsection 7.4 Added, eff. 4/13/2011)

## **7.4 Washing of Vehicles**

Vehicles which are the direct responsibility of a City sponsored law enforcement taskforce, or similar organization, may be washed twice a month at commercial carwash facilities.

(2013-25, Subsection 7.5 Added, eff. 8/14/13)

## **7.5 Vehicle Fleet Gas Cards**

### **A. Purpose**

1. Gas cards are supplied to Midway City by the State of Utah for use in government vehicles and miscellaneous equipment only.

### **B. General**

1. Each gas card has been assigned to a specific vehicle.
2. Each gas card has been assigned to a specific fuel type (unleaded gas or diesel).
3. The gas card must be used only on the equipment that it is assigned to. The state tracks how many gallons and miles each vehicle uses.
4. The odometer or hour meter number must be inputted to the pump's computer at the time of filling the vehicle.
5. No gas card will be allowed to go home with any employee. They must be left on the gas card board or in the assigned vehicle before leaving for the night. There will be a daily morning check to see if cards are missing; the employee that checked the card out will be sent home without pay for the day if the card was not returned.
6. Employees must use their own PIN number when fueling their vehicle.
7. The city does not allow an employee to purchase fuel by charging it at the checkout counter; there is an additional cost for fuel when done this way.

(2013-32, Subsection 7.6 Added, eff. 9/11/13)

## **Section 8. Planning and Zoning**

### **8.1 Recording of Plats/Delinquent Property Taxes**

- A. It is the policy of Midway City that the City will refuse to record, or to allow the recording, of a plat, including but not limited to a subdivision, planned unit development, condominium or annexation plat, if there are unpaid and delinquent property taxes on some or all of the property within the boundaries of the plat at the time of the proposed recording.
- B. Notwithstanding Section 1 above, the City Council may, in its sole and absolute discretion, allow the recording of a plat with delinquent property taxes in limited and extraordinary circumstances under the following conditions:
  - 1. The applicant shall appear before the City Council to present the reasons for the applicant's request to record a plat with delinquent property taxes.
  - 2. The City Council may grant the request only if the Council finds that: (1) there is a strong likelihood that allowing the plat to be recorded with delinquent property taxes will enable all property taxes to be paid sooner than not allowing such recording; and (2) allowing such recording is not against the public interest.
  - 3. As a condition of granting the request, the applicant may be required to sign and record an agreement at the time of the plat recording that binds the applicant and the applicant's successors to pay any and all proceeds from the sale of any property within the plat first to payment of delinquent property taxes.

(2010-19, Subsection 8.1 Adopted, eff. 9/8/2010)

### **8.2 Building Outside of a Building Pad**

- A. Applications for building and construction in planned unit developments (PUDs) in Midway City shall be strictly governed by Section 16.16.080(6) of the Midway City Code as set forth above.
- B. Notwithstanding the language of Section 16.16.080(6) of the Midway City Code, a roofless deck complying with the standards set forth in Section 3 below may be built in whole or in part outside of a unit's building pad, as shown on the PUD's recorded plat, under the following circumstances:
  - 1. The development rights for the PUD were vested with the City before the adoption of the original ordinance containing the restrictions found in Section 16.16.080(6) of the Midway City Code, which adoption occurred on October 25, 2006; and



2. The covenants, conditions and restrictions (CC&Rs) of the PUD explicitly state that building outside of the building pad is allowed; and
  3. The homeowner's association for the PUD confirms to the City in a written letter that the association does not object to the applicant building a roofless deck outside of the applicant's designated building pad as shown on the PUD plat.
- C. Under the circumstances described in sections 2A through 2C above, the City will grant an application to build a roofless deck outside of the applicant's designated building pad if the following standards are observed:
1. The deck may extend no more than ten feet (10') outside of the building pad.
  2. At no point may the deck be any closer than ten feet (10') from any other building pad in the PUD.
  3. All setbacks from the perimeter boundary lines of the plat for the PUD must comply with the requirements for the zone in which the PUD is located.
  4. All other City planning, zoning and building standards must be followed.

(2010-20, Subsection 8.2 Adopted, eff. 9/8/2010)

### **8.3 Business License Application Process for New Business Owners**

- A. Obtain a Midway City business license application either in person at the City Office Building located at 75 North 100 West, or online at [midwaycityut.org](http://midwaycityut.org), under the "Business" tab.
- B. Meet with the City Planner to discuss general plans for the business and determine what type of business (i.e., home based, cottage or commercial) before considering approval of the application.
  1. City Planner: Michael Henke, 435-654-3223 Ext. 105, [mhenke@midwaycityut.org](mailto:mhenke@midwaycityut.org).
- C. Once the City Planner has signed the application, take it to the Business License Administrator, Georgia McGuire. The original copy will be filed at the City, and you will receive a copy for the inspectors to sign. The Business License Administrator will also send an email to the inspectors with a copy of your application attached for their initial review.

- D. If your business is a dba (doing business as), you will first need to register with the Utah Department of Commerce and attach a copy of that paperwork to your business license application. The Department of Commerce website is [www.commerce.utah.gov](http://www.commerce.utah.gov).
- E. Your place of business will need to have three inspections: Wasatch County Health Department, Wasatch County Fire District and Midway City Building Safety. These inspections are normally done on the first and third Wednesday of each month, and it is your responsibility to contact each of them for an inspection.
1. Midway City Building Inspector: Wendy Johnson, 435-654-3223 Ext. 2, [wjohnson@midwaycityut.org](mailto:wjohnson@midwaycityut.org).
  2. Wasatch County Health Inspector: Dwight Hill, 435-657-3261, [dwighth@utah.gov](mailto:dwighth@utah.gov).
  3. Wasatch County Fire Inspector: Jerry Davis, 435-671-1474, [janetcarson01@hotmail.com](mailto:janetcarson01@hotmail.com).
- F. If the business license is a conditional use in a commercial zone or a cottage industry business, the applicant will be scheduled to attend a City Council meeting for legislative consideration. The applicant will be informed of the date, time, and location of the scheduled City Council meeting. The City Planner will determine the business category. Home business applications will be administratively approved by the City Planner.
1. Make sure that all of the inspections are completed before the City Council meeting date.
  2. Inform the inspectors when the application is scheduled to go before the City Council. If the inspectors are unable to pass off the inspection, you will need to contact the Midway City Planning Department and be removed from the City Council's agenda.
- G. On the Monday before the application is to go before the City Council you will receive an email reminder of the meeting confirming the date, time, and location. If you are not able to be in attendance, your application review will be rescheduled to the next City Council meeting.
- H. Once your license has received all the necessary inspections and approvals, you will be notified by email or U.S. mail, with an invoice for payment. Payments can be made in person at the Midway City Office Building located at 75 North 100 West, or by mail to PO Box 277, Midway, Utah, 84049.
- I. Your business license will be issued once payment has been received.

## 8.4 Business License Application Process for Administrator

The City Business License Administrator shall adhere to the following procedures when approving a new business license application.

- A. Look over the application for correct and complete information. If there is incomplete or incorrect information attach a note to the application and indicate what is incomplete or incorrect and what the applicant needs to do to provide this information.
- B. Set up a time to meet with the City Planner to discuss general plans for the business before considering approving the application.
  - 1. City Planner: Michael Henke, 435-654-3223 Ext. 105, [mhenke@midwaycityut.org](mailto:mhenke@midwaycityut.org).
- C. Give the applicant contact information for Midway City Building Safety, Wasatch County Health Department and the Wasatch County Fire District when the applicant turns in an application. Inform the applicant that inspections are done on the first and third Wednesdays of each month.
  - 1. Midway City Building Inspector: Wendy Johnson, 435-654-3223 Ext. 2, [wjohnson@midwaycityut.org](mailto:wjohnson@midwaycityut.org).
  - 2. Wasatch County Health Inspector: Dwight Hill, 435-657-3261, [dwighth@utah.gov](mailto:dwighth@utah.gov).
  - 3. Wasatch County Fire Inspector: Jerry Davis, 435-671-1474, [janetcarson01@hotmail.com](mailto:janetcarson01@hotmail.com).
- D. If the business license is a home occupation without a conditional use or extenuating circumstances, it can be processed administratively once the inspections are complete.
- E. Scan the application into the computer as a PDF file.
- F. Email the PDF-formatted application to the health inspector, fire inspector and building safety inspector and inform them that the applicant will contact them.
- G. If the business license is a conditional use in a commercial zone or a cottage industry type business, schedule the applicant to attend a City Council meeting for legislative consideration. The applicant will be informed of the date, time, and location of the scheduled City Council meeting. The City Planner will determine the business category.

1. All the inspections are to be completed before the application goes before the City Council.
  2. Give a hard copy of the application to the City Recorder and place on the City Council agenda.
- H. On the Monday before an application is to go before the City Council contact the applicant to remind him/her of the meeting. Confirm the date, time, and location. If they are not able to attend then reschedule with the applicant and inform the City Recorder of the change.

## **8.5 Required Signatures for Plats**

- A. The following signatures shall be required on subdivision and planned unit development plats before they are recorded:
1. Midway City Mayor, attested by the City Recorder
  2. Midway City Planning Commission Chair (optional for amended plats)
  3. Midway Planning Director
  4. Midway City Attorney
  5. Midway City Engineer
  6. A land surveyor licensed in the State of Utah
  7. The signatures of all affected parties owning any right, title or interest in the property contained within the plat
  8. Midway Sanitation District Board Chair or, if public sewer is not available, then a designated representative of the Wasatch County Health Department (optional for amended plats)
  9. Midway Irrigation Company President (optional for amended plats)
  10. Wasatch County Surveyor
- B. The following signatures shall be required on annexation plats before they are recorded:
1. Midway City Mayor, attested by the City Recorder

2. Midway City Attorney
3. Midway City Engineer

## **8.6 Identifying Changes on Amended Plats**

All changes on amended plats shall be identified. A numbered triangle shall be placed next to each change. A legend on the plat shall show each numbered triangle and describe the associated change. Variations or exceptions may be allowed as authorized by city staff.

## **8.7 Access to Culinary Water**

All property owners desiring to access the Midway City culinary water system whose property meets the requirements for annexation must annex into Midway City in order to receive culinary service.

In the event that a property owner applies for access to the Midway City culinary water system and their property does not meet the requirements for annexation, Midway City may in that event, consider the application for culinary water on a property-by-property basis, and approve such applications at its sole discretion and impose any conditions found reasonable and necessary to protect and maintain the Midway City culinary water system.

Midway City shall have no obligation to provide culinary service outside of its municipal boundaries.

## **Section 9. Building Safety**

### **9.1 Clearance to Excavate**

No applicant for a site disturbance permit associated with a building permit may commence any excavation for the project until the Zoning Department has finalized their approval of the permit.

### **9.2 Adoption of Building Codes**

Midway City shall adopt new uniform building codes as required by the State of Utah. These codes shall be adopted by ordinance and include any amendments by the State.

## **Section 12. Parks and Recreation**

### **12.1 Town Square/Park Pavilions Rental**

See: Appendix B

(2010-23, Subsection 12.1 Adopted, eff. 9/8/2010; 2011-05, Subsection 12.1 Amended, eff. 2/9/2011)

### **12.2 Park Rentals for Events with Vendors**

See: Appendix I

### **12.3 Trails, Arts, and Parks Funds**

- A. The City Council will only consider applications for TAP funds twice a year and the Application must be submitted on the City approved form during the 2 open application periods of January 1 – February 28 or July 1 – August 31 to be considered for an award in or around June or December. Awarded funds will be paid in June or December.
- B. All Applications submitted prior the designated deadlines established above will be considered at the same time, and the City Council may request additional information of an applicant if needed.
- C. Consideration will be given to proposals that provide the greatest potential benefit to the most people or that meet a recognized need in the City.
- D. Scholarships and administrative fees will not be funded.
- E. Capital expenditures will usually not be funded.
- F. While the City Council may award the entirety of available TAP funds to one applicant due to the strength of a particular proposal, it will not favor large awards, instead looking to award smaller amounts to more groups to spread the potential impact of these funds.
- G. All Applications will be reviewed and awarded based on need, merit, and the discretion of the City Council – special interest groups will not receive preference.
- H. Filing an Application does not entitle the applicant to an award of any portion of the TAP funds – the City Council may choose to dedicate the full amount of TAP funds

to designated City projects or choose not to award any TAP funds to any applicant even if it has received many applications.

- I. All parties who are awarded TAP funds will enter into a contract with the City establishing the parameters of the award and the approved uses of the TAP funds, which will include requirements to provide an accounting of how the funds were spent and a report on their impact.
- J. Applicants are informed that awarding of TAP funds is a public process and all applications for TAP funds are available to the public upon request.

See: Appendix K

(2023-12, Subsection 12.3 Adopted, eff. 6/20/2023; 2024-26, Subsection 12.3(A) Amended, eff. 9/17/2024)



## **Section 13. Cemetery**

### **13.1 Burial Times and Dates**

Burial times and dates must be cleared in advance with Midway City, to avoid any conflicts with other services taking place.

### **13.2 Payment of Costs**

Arrangements must be made in advance of the burial for payment of opening and closing costs.

### **13.3 Access to Grave during Burial**

No one other than City personnel will be allowed to remain at the grave site during the burial. Family and friends are welcome to return to the grave site one hour after the service. This will allow City personnel time to fill in the grave site and avoid the risk of anyone being injured during the burial process.

## **Section 14. Tourism and Culture**

### **14.1 Special Event License**

See: Appendix G

(2011-05, Subsection 14.1 Added, eff. 2/9/2011; 2022-23, Subsection Amended, eff. 8/16/2022)

## **Section 18. Water**

### **18.1 Frozen Water Line Prevention and Defrosting**

- A. An outside water tap with an attached garden hose is allowed to continuously run without charge when winter temperatures drop below freezing. A stream about the size of a pencil is allowed and should prevent freezing.
- B. Water should not be run from the inside of a building or residence into the sewer. This increase of water into the sewer system results in higher sewer bills for all customers.
- C. Midway City cannot determine which water lines may freeze and takes no responsibility for frozen water lines on the water user's side of the meter. Any expense to defrost a water service will be the sole responsibility of the water user.
- D. It is the sole responsibility of the home/property owner to defrost the water service on their side of the water meter. The City will defrost the water meter and the water lines on its side of the meter.

## Appendix A – Town Hall and Community Center Rental Contract



Midway

### Town Hall & Community Center Reservation Application & Fee Schedule\*

#### Town Hall

#### Community Center

	Large hall / Stage / Kitchen	Large hall / Stage / Kitchen	Conf. Room	Small Meeting Room
<b>Midway Resident</b>	\$350 daily rate/\$75 per day discounted rate up to 2 consecutive days. ❖ Note	\$200 day/\$50 per day discounted rate up to 2 consecutive days. ❖ Note	\$50 per day	\$30 per day
<b>Non-Midway Resident</b>	\$550 daily rate/\$100 per day discounted rate up to 2 consecutive days. ❖ Note	\$300 day/\$75 per day discounted rate up to 2 consecutive days. ❖ Note	\$75 per day	\$50 per day

❖ Note: For every 1 day rental at the regular rate, you can rent up to two consecutive days at the discounted rate.

\$500 Damage / Cleaning Deposit Required

I am a Midway Resident \_\_\_\_\_ I am not a Midway Resident \_\_\_\_\_ I am a Midway Resident, but I am not the user \_\_\_\_\_

**Dates Needed** \_\_\_\_\_ **Date & Time Set-Up** \_\_\_\_\_ **Date & Time Take Down** \_\_\_\_\_

Name of Renter \_\_\_\_\_ E-mail Address \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Secondary Contact \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Building Desired \_\_\_\_\_

Description of Activity \_\_\_\_\_

Town Hall maximum occupancy 525. With tables and chairs maximum occupancy 250.  
Community center maximum occupancy 170. With tables and chairs maximum occupancy 80.

#### Please check all that apply

Town Hall ☐

Community Center ☐

Main Room ☐

Stage ☐

Kitchen ☐

Conference Room ☐

Small Room West ☐

Small Room East ☐

Tables ☐

(Est. Quantity)

Chairs ☐

(Est. Quantity)

Microphone ☐

(\$25 Fee)

Microphone Stand ☐

Piano ☐

Will there be concessions or sales of any kind at this event? Yes ☐ No ☐

If Yes, please explain \_\_\_\_\_

I understand there will be a pre & post event inspection by Midway City staff \_\_\_\_\_

(Signature)

I understand absolutely no alcohol is permitted at any time on any city property \_\_\_\_\_

(Signature)

\*Fee Reduction or waiver **MAY** apply for charitable events, 510C3, or events free to the public. **IF** you think you may qualify, please request a Fee Reduction/Waiver application.

### Midway City – Short-Term Facilities Use Agreement

PARTIES: MIDWAY CITY enters into this Short-Term Facilities Use Agreement with the "User" listed below:

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

#### RECITALS

User acknowledges that use of the Facility is conditioned upon User's and City's execution of this Agreement and User's payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist unless and until 1) this Agreement has been signed by User and received by City; and 2) User has paid the required Deposit and Facility Use Fee. This Facilities Use Agreement is for a one-time, short-term use of the Facility described below.

#### AGREEMENT

For and in consideration of the following promises, covenants and conditions, City and User hereby agree as follows:

1. Use of Facility:

- a. Facility to be used: \_\_\_\_\_  
\_\_\_\_\_
- b. Event or Purpose: \_\_\_\_\_  
\_\_\_\_\_
- c. The User agrees that only the Facility described above will be used, and only for the Event or Purposed described above.
- d. **NO OTHER USE OF MIDWAY CITY FACILITIES IS AUTHORIZED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, MIDWAY DOES NOT ENDORSE, SUPPORT, OR PROMOTE ANY STATEMENT, ACT OR CONDUCT OF USER.**

2. Date and Time of Use: User shall be permitted to use the Facility on \_\_\_\_\_ between the hours of \_\_\_\_\_ ☐ am ☐ pm and \_\_\_\_\_ ☐ am ☐ pm (the "Event Date") only.

3. Access and Event Times: The Facility access and use must be within the time specified above. Date and use times include User's preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment, clean-up and other activities. No early or late access to the Facility will be allowed. User and its guests, subcontractors User/City and invitees shall comply with all City rules and regulations regarding parking, loading and unloading. Citations issued for violations of the law are the sole responsibility of the person receiving the citation.
4. Event Deposit and Facility Use Fee: User agrees to pay to City an Event Deposit of \$ \_\_\_\_\_ at the time of the execution of this Agreement. The Event Deposit shall be equal to \_\_\_\_ % of the total Facility Use Fee. User also agrees to pay to City a Facility Use Fee in the amount of \$ \_\_\_\_\_ for the use of the Facility described above. The Facility Use Fee must be received by the City at least \_\_\_\_ days before the Event Date. If either the Event Deposit or the Facility Use Fee is not timely received by the City, this Agreement shall be automatically void and User shall have no right to use the Facility. The Event Deposit is non-refundable and non-transferable.
5. Cancellation Policy: If the User cancels the Event, User shall forfeit the Event Deposit. Cancellations must be received \_\_\_\_ business days prior to the Event Date or no refund of the Facility Use Fee will be provided.
6. Damage and Cleaning Deposit: In addition to the Event Deposit and Facility Use Fee described above, a Damage and Cleaning Deposit in the amount of \$ \_\_\_\_\_ is due at the time of payment of the Facility Use Fee. Upon satisfactory inspection following the completion of the Event, the Damage and Cleaning Deposit will be returned within \_\_\_\_ business days. If the Event is Cancelled, the Damage and Cleaning Deposit will be returned within \_\_\_\_ business days.
7. Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party for the User.
8. User's Obligations:
  - \_\_\_\_ a. User shall not violate any Federal, State or local laws or any rules of the City. User shall not allow any Federal, State or local law or rule of the City to be violated by any guest, invitee or third-party attendee of the Event (whether invited or not).
  - \_\_\_\_ b. User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the completion of the Event, the Facility shall be left in the same condition it was in prior to User's use of the Facility. It is the User's responsibility to return the Facility in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User, its invitees, guests and other attendees at the Event.

If User, its invitees, guests or attendees (whether invited or not) causes damage to the Facility, or leaves the Facility in a worst state of repair and cleanliness than it was prior to User's use of the Facility, City has the option of either a) requiring User, at User's own expense and risk, to clean and restore the Facility to the condition existing prior to User's use of the Facility, or b) make the repairs and cleaning to the Facility using City staff, employees or agents. City shall have the sole and complete discretion in deciding which option to exercise. If City decides to make the repairs and restoration itself, the costs for the same shall be borne solely by User. User shall reimburse City for any repairs, restoration or cleaning needed to return the Facility to its prior state. The costs for cleaning and repairs shall be deducted from the Damage and Cleaning Deposit if that amount is sufficient to cover the costs. City also reserves the right to make an insurance claim against User's insurance provider, and a claim against User, in the event the cleaning and repair costs exceed the Damage and Cleaning Deposit.

- \_\_\_\_\_ c. User shall exercise care in the use of the Facility and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas (including parking areas) in a clean and orderly condition and to remove all waste material at the conclusion of the event. All decorations, signage materials used during the event must be removed by User prior to the expiration of the time listed in this Agreement.
- \_\_\_\_\_ d. Unsupervised Minors: Unsupervised minors (persons under the User/City age of 18) are not permitted at the User's Event.
- \_\_\_\_\_ e. Supervision/Security: The City will not provide supervision or User/City security for the Event. The City may, in its sole discretion and based upon the User, the guests or the nature of the Event, require the User to provide security personnel for the Event. The cost of such security shall be the responsibility of the User. No fighting, arguing or disruptive behavior is allowed.
- \_\_\_\_\_ f. Catering: Any caterer must be licensed and insured. A copy User/City of the caterer's license and insurance must be on file at least \_\_\_\_\_ days prior to the Event. Uninsured or unlicensed caterers will not be allowed in or around the Facility. If a caterer is not used, a hold harmless agreement must be filled out and signed by User. City assumes no responsibility for any food or beverage provided by or in behalf of User for the Event.
- \_\_\_\_\_ g. No Smoking: Smoking is prohibited in the Facility and outdoors

User/City within 50 feet of the Facility. Smoking is also prohibited in any other designated "No Smoking" areas. Smoking includes vaping and other similar ingestion methods.

- \_\_\_ h. No Flames/Fire/Smoke or Fog: Open flames and the burning of User/City any materials including incense is prohibited. Use of candles must be approved in advance and meet fire code. Fog/smoke machines or other similar equipment are prohibited.
- \_\_\_ i. Decorations: Decorations may not be placed in a manner that User/City will damage the Facility. No nails, duct tape, tacks, etc. No glitter!
- \_\_\_ j. Conduct: The User and all guests, invitees, and attendees (whether invited or not) shall conform to normal standards of public conduct. Excessive noise, offensive behavior or lewd or suggestive acts or clothing is prohibited.
- \_\_\_ k. Animals: No animals are allowed inside the Facility except User/City certified service animals. The animal owner will be required to present documentation verifying certification.
- \_\_\_ l. Alcohol: Alcohol is prohibited in the Facility.

9. User's Personal Property: City does not insure, and is not responsible for any loss, damage, theft or misuse of User's property, or the property of any person or entity invited by or contracted with User, including but not limited to guests, invitees, employees, agents, contractors, etc. User assumes complete and total responsibility for any such damage or loss. The City assumes no responsibility for User/City equipment used at the Event which is supplied by User or any other party. The City reserves the right to approve equipment and equipment providers.

10. Right to Enter: City reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from City staff.

11. Indemnification and Hold Harmless Agreement: User shall hold harmless, defend and indemnify the City of Midway, its employees, elected officials, agents, volunteers and staff members, (collectively referred to as the "City") from and against any and all liability, loss, damage, expense, costs, (including without limitation costs, attorney's fees and fees of litigation) of every nature and kind arising out of, or in connection with, or relating to User's use of the Facility or its failure to comply with any of its obligations contained in this Agreement. This Indemnification and Hold Harmless agreement also covers the actions of any third party invitees and guests



(whether invited or not) that attend the Event, as is intended by the Parties to protect the City to the fullest extent possible under the law. The sole exception to this obligation on the part of the User to Indemnify and Hold the City Harmless is in the event of loss or damage caused by the sole negligence or willful misconduct of the City.

12. No Assignment or Subletting: This Agreement is non-assignable and non-transferrable.
13. User to Provide Supervision/Security: City is not responsible for providing any supervision or security for the Event. City staff members may or may not be present during the Event. User is solely responsible for providing adequate adult supervision, security and monitoring of the Event and all attendees at the Event. Under no circumstances will User allow minors to be present at the Event without adequate adult supervision.
14. Right to Modify: City reserves the right to modify insurance requirements at any time without any advance notice, including coverage limits, based on the nature of the risk, prior experience, prior similar events, identity of insurer or other special circumstances.
15. Termination/Cancellation: This Facilities Use Agreement is granted subject to the terms, conditions and restrictions set forth herein and contained in the attached Addenda. City may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of the terms, conditions or regulations of the City, or at any time for misrepresentation. The City may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the City, would make the Event unsafe or infeasible. In the event of termination by the City refunds of any Deposits and/or Facility Use Fees paid will be determined by the City on a case-by-case basis.
16. Modification of Agreement: This Agreement and associated Addenda contains the entire agreement between the Parties. Any modifications, changes or amendments to this Agreement must be in writing, signed by the Parties. The Addenda attached hereto are incorporated herein as part of this Agreement.
17. Waiver: No delay or omission of the exercise of any right of the City, or any waiver of any breach or violation by the City under this Agreement shall be construed as a continuing waiver or consent to any subsequent breach or violation.
18. Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that in the event any provision is so stricken, the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

19. Applicable Law: This Agreement shall be governed by and interpreted according to the laws of the State of Utah. In the event of legal action under this Agreement, venue shall be in Wasatch County, Utah for any State or Local Court action, and in the 10<sup>th</sup> Circuit for any Federal Action.
20. Time is of the Essence: The Parties expressly agree that time is of the essence in all provisions of this Agreement.
21. Access: Access to the Facility shall be controlled by City staff. Under no circumstances will any key, access code or other means of access be given to User. City staff shall at all times control the locking and unlocking of the building.
22. Acceptance of Terms and Conditions: I have read and understand the above terms and conditions, and agree to abide by these terms and conditions.

**USER**

_____	Date: _____
Printed Name	
_____	
Signature	
_____	_____
	Email Address
_____	_____
Address	Telephone Number

**MIDWAY CITY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

City Staff shall attach Proof of Receipt of the Following:

Event Deposit: \$ \_\_\_\_\_

Damage and Cleaning Deposit: \$ \_\_\_\_\_

Facility Use Fee: \$ \_\_\_\_\_

### Midway City – Facilities Lease Agreement - Storage

This Facilities Lease Agreement - Storage ("Storage Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date") between Midway City, a municipal corporation organized pursuant to the laws of the State of Utah, ("City") and \_\_\_\_\_ ("Lessee"). City and User are sometimes referred to herein as "Parties".

Lessee is a legal entity desiring to lease Facilities owned by City, for Storage Purposes only, pursuant to the terms and conditions described herein.

1. **Grant of Lease:** City leases to Lessee, and Lessee leases from City, the following described premises (the "Premises") in the Midway Community Center, located at \_\_\_\_\_, Midway, Utah 84049 (the "Building")

Room number: \_\_\_\_\_

City also grants Lessee the right of access to and from the Premises as described herein.

2. **Term:** The term of this Lease will commence on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, (the "Commencement Date") and will continue there on for a term of one (1) year (the "Term"). Either City or Lessee may terminate this Lease upon thirty (30) days written notice to the other Party.
3. **Rent:** Monthly rent shall be \$ \_\_\_\_\_ ("Rent"), payable in advance, on the Commencement Date and on the first day of each month thereafter. Rent shall be payable without prior notice or demand, without offset or deduction at the address of the City as set forth below. In the event that any Rent is not received by City within five (5) days of the date set forth for payment, Lessee shall pay to City 1) a late fee equal to 2% of the delinquent Rent (the "Late Fee") and 2) interest on such delinquent Rent at a rate of 18% per annum from the date that such delinquent Rent was due through the date that such delinquent Rent is actually received by Lessor. Rent shall be prorated for any part of the Term that is a partial month.
4. **Lessee's Insurance:** Lessee, at its sole cost and expense, shall secure and maintain through the Term 1) commercial general liability insurance, insuring both City and Lessee against death and personal injuries to one or more persons and damage to property occurring on the Premises or Common Areas or in connection with Lessee's use and occupancy of the Premises in an amount equal to not less than \$1,000,000.00 combined single limit per occurrence, 2) fire, casualty and extended coverage insurance covering all equipment and personal property of Lessee on or about the Premises, insuring both City and Lessee for full insurable value thereof on a Replacement Cost Basis, and 3) worker's compensation insurance as required by law. Prior to the Commencement Date, Lessee shall furnish to City a certificate of insurance evidencing such coverage with City named as an additional insured, which certificate shall contain a provision to the effect that such coverage may not be canceled, materially changed, or not renewed with at least thirty

(30) days prior written notice to City. Lessee acknowledges that City is not responsible for carrying insurance covering Lessee's property.

5. **Waiver of Subrogation:** Each Party hereby waives any and every claim which arises or may arise in its favor and against the other Party hereto during the Term for any and all loss or damage to any of its property located within or upon or constituting a part of the Premises, which loss or damage is covered, or is required to be covered, by the terms of this Lease, by valid and collectable fire and extended coverage insurance policies, and if and to the extent reimbursement is made, even if such loss or damage shall be brought about by default or negligence of the other Party or by its employees, agents, servants or any persons claiming under them.
6. **Permitted Uses, Alterations:** Lessee will use the Premises solely for the storage of Lessee's personal property and for no other purpose. Lessee shall not commit waste on the Premises. No alterations, additions or improvements shall be made to the Premises, and no equipment or fixtures shall be installed in the Premises, without City's prior written consent. Use of the Premises shall be subject to rules and regulations adopted by City from time to time. No flammable, hazardous, or other dangerous or noxious materials may be stored on the Premises.
7. **Hazardous Substances:** Lessee shall keep the Premises, the Building and the Common Areas free from contamination by or from any hazardous substances or hazardous waste (as such terms are defined or used in applicable state or federal law or in the regulations issued thereunder).
8. **Compliance with Laws:** Lessee shall comply with all requirements of duly constituted public authorities, and with the terms of any federal, state or local law, statute, regulation, code, ordinance or order applicable to Lessee or to Lessee's use of the Premises, the Building and the Common Areas. Lessee shall indemnify, defend and save City harmless from any and all penalties, fines, costs or other damages, including without limitation, attorney's fees, resulting from its failure to do so. Lessee shall not carry on any unlawful business in or about the Premises, and shall not carry on any business or activity which would endanger the Premises or any portion thereof from fire or cause a forfeiture of any fire insurance that City has or may have on the Building.
9. **Compliance with Building Rules:** Lessee shall comply with all the building rules established by the City, including restrictions on access, hours of access, rules regarding being in the Building, etc. Lessee or their employees, agents or officers may not block or place any items in egress paths including exit doors. Lessee and their employee, agents or officers cannot leave any property in any area except their leased space. Lessee or their employees, agents or officers must remove their trash from the Building and put the trash in containers outside. Lessee and their employees, agents and officers must keep their lease area clean. Vehicles in the parking lot are for daytime parking only and cannot be left overnight in the parking lot. Vehicles left overnight are subject to towing Lease and this Lease shall be subject to immediate termination by City.

10. **Liability:** Neither City nor its officers, elected officials, employees, agents or staff shall be liable for any injury to any person while on the Premises, the Building or the Common Areas or for damage to property while located on the Premises, the Building or the Common Area, whether owned by City, Lessee or a third party, whether caused by or resulting from any act, omission or negligence of City or any of its respective agents, officers, employees, elected officials, agents or staff, or by fire, or by any other casualty or condition existing on or resulting to the Premises, the Building or the Common Area during the Term (except such acts caused by the willful misconduct of City or City's agents, employees, elected officials, officers or staff), nor shall City, its agents, employees, elected officials, officers or staff be liable in any claim for damages by reason of inconvenience or interruption to the operation or business of Lessee, irrespective of the cause therefor (except for actus caused by willful misconduct). Lessee shall maintain all of the insurance policies and coverages referred to in the Lease against any loss or liability on account of any such claim. Lessee shall indemnify, defend and save City harmless from any and all losses, liabilities, damages or costs, including without limitation, attorney's fees, resulting from the acts or omissions of Lessee, or its agents or employees.
11. **Assignment:** Lessee may not assign or transfer this Lease, or sublet the Premises, without City's prior written consent, which may be withheld by City in its sole discretion.
12. **Surrender; Holdover:** On expiration or early termination of this Lease, Lessee shall surrender the Premises, broom clean and free of all debris and in the same condition as at the Commencement Date, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its personal property and shall remove any alterations or improvements made by Lessee if required by City, and Lessee shall repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and City may remove or dispose of it in any manner without liability and recover the cost of removal and other damages from Lessee. If Lessee fails to vacate the Premises when required, including failure to remove all of its personal property, City may elect to either a) continue to treat Lessee as a tenant from month to month, subject to the provisions of this Lease, except the Rent shall be twice the Rent being charged when the Lease term expired; or b) eject Lessee from the Premises using any legal means available, and recover damages caused by wrongful holdover.
13. **AS-IS:** The Premises are leased to Lessee AS-IS and in the condition now existing, with no alterations or other work to be performed by City. Lessee has inspected the Premises and is satisfied with the size, location and condition of the Premises. Lessee acknowledges that Lessor does not warrant any security alarm system or other security for the Premises.
14. **Right of Entry:** City shall have the right to enter the Premises at any time to confirm Lessee's compliance with this Lease and make any necessary repairs, and in the event of an emergency.

15. **Complete Agreement:** This Lease constitutes the entire agreement of the parties and supersedes all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease.
16. **Default and Remedies:** Any of the following shall constitute a default by Lessee under this Lease (time of performance being of the essence in this Lease): a) Lessee's failure to pay rent within five (5) days after it is due. City is not required to give notice of past due rent, b) Lessee's failure to comply with any other provision of this Lease within five (5) days following written notice from City specifying the noncompliance, c) Lessee's insolvency, assignment for the benefit of its creditors, commencement of proceedings under any provision of any bankruptcy or insolvency law, or the appointment of a receiver for Lessee's properties, or d) Lessee's vacation or abandonment of the Premises without written consent of the City. Upon any default, City shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law or under this Lease: a) City may at its option terminate this Lease without prejudice to its right to damages for Lessee's breach, b) with or without termination, City may enter and retake possession of the Premises by any means allowed by law, and may use or relet the Premises without accepting a surrender or waiving the right to damages, c) City may recover all damages caused by Lessee's default, including but not limited to an amount equal to delinquent Rent lost because of the default.
17. **Attorney's Fees:** If City incurs attorney fees because of a default by Lessee, Lessee shall pay all such fees whether or not litigation is filed. In any litigation arising out of this Lease, including any bankruptcy proceeding, City shall be entitled to recover attorney fees and expert witness fees and statutory costs incurred in arbitration, trial and on any appeal or petition for review.
18. **Applicable Law:** This Lease shall be construed and interpreted under the laws of the State of Utah.

Midway City

By: \_\_\_\_\_

Lessee

By: \_\_\_\_\_

Midway City Corporation  
75 North 100 West  
Midway, UT 84049



## Fee Reduction / Waiver Application

*Fee reduction/ waiver shall be submitted to the city pursuant to policy addressing the same. You will be notified of the decision within 2 weeks.*

Name of organization: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of contact: \_\_\_\_\_ Date of Event(s): \_\_\_\_\_  
Email: \_\_\_\_\_ Time of Event(s): \_\_\_\_\_  
Mailing Address of Organization: \_\_\_\_\_ 501C3 # \_\_\_\_\_  
City & Zip: \_\_\_\_\_  
Is this event held by an organization or resident of Midway City? ☐

### Please check all that apply

This is a charitable event: \_\_\_\_\_ This event is open to public \_\_\_\_\_ This event supports arts: \_\_\_\_\_  
(80% or more proceeds to charity)  
Is there a fee to attend? \_\_\_\_\_ If yes, What is the fee? \_\_\_\_\_  
This event supports sports: \_\_\_\_\_ This event supports health & wellness: \_\_\_\_\_ This event supports education: \_\_\_\_\_  
If public, how is it marketed to the Community? \_\_\_\_\_

What buildings/parks are required? \_\_\_\_\_

What rooms in the building are requested? \_\_\_\_\_

What park pavilions are required? \_\_\_\_\_

Number of Attendees? \_\_\_\_\_

### Description of Event:

Signature \_\_\_\_\_ Date \_\_\_\_\_

City Signature Received \_\_\_\_\_ Date \_\_\_\_\_

Council Mayor Signature \_\_\_\_\_ Date \_\_\_\_\_

☐ Fee Reduced to \_\_\_\_\_

☐ Fee Waived

☐ Does Not Qualify

## Appendix B – Town Square and City Park Pavilion Rental Contract



Midway

### Midway City Pavilion Reservation Application & Fee Schedule

*The Town Square and City Parks are public facilities owned, operated, and administered by Midway City Municipal Corporation. The Renter agrees to respect the grounds, buildings, furnishings, and equipment.*

#### RENTAL FEES

CITY PARK PAVILION (pavilion only, no vendors)	TOWN SQUARE PAVILION (pavilion only)
\$25.00 per day – Residents \$50.00 per day – Non-Residents	\$100.00 per day – Residents \$200.00 per day – Non-Residents
	*\$250.00 deposit required *Amenities in the Park or on Town Square cannot be reserved

#### BOOKING GUIDELINES

1. Pavilions will be booked only after a completed, signed, and approved application is on file with Midway City and all rental fees are paid.
2. **A \$250.00 deposit is required up front when renting the Town Square Pavilion. The deposit will be refunded if the pavilion is left clean and the renters adhere to all applicable policies and rules contained in this Application.**
3. Only people 21 years of age or older may rent the Pavilions.
4. Midway City may terminate any Pavilion rental if the renters use the Pavilion in an unsafe manner or violate any of the policies and rules contained in this Application.
5. Renters may not assign or sublease any portion of their Pavilion rental.

#### OTHER POLICIES

- \* **Decoration Rules.** No decorations are to be hung from the ceiling of a Pavilion. No tape strong enough to cause damage, nails, staples or hooks should be used.
- \* **Loss, Theft or Property Damage.** The Renter assumes liability for any loss, theft, property damage and/or personal injury that may occur while using a Pavilion and shall be responsible for the payment of any and all damage to the area of use, including the structure, furnishings, fixtures or equipment, whether caused by the Renter or the Renter's guests, exhibitors, attendees or contractors.



- \* **Securing the Facility.** Renter agrees to properly secure the Town Square Pavilion by ensuring that all windows and doors are locked and all lights are turned off.
- \* **Supervision of Children.** No child should be left unattended in the Pavilion for any reason at any time. A person over the age of 21 must accompany any groups or individuals under the age of 18.
- \* **No Endorsement.** Midway City's grant of permission for a group to meet in a Pavilion in no way constitutes the City's endorsement of the policies, practices or beliefs of the organization or individual(s) using the Pavilion. No advertisement or announcement implying such an endorsement is permitted.
- \* **Problems During Rental Period.** Renter agrees to promptly call building maintenance at (435) 671-7387 if any problems arise while using a Pavilion. If the problem is the result of the Renter's conduct—or the conduct of Renter's agents, vendors, employees, licensees, permittees, contractors, subcontractors, or invitees—Renter agrees to pay a rate of one hundred dollars (\$100.00) per hour, with a two (2) hour minimum, for maintenance services. Such charges may be deducted from the damage/cleaning deposit if the problems occur at the Town Square Pavilion.

## RENTAL CONTRACT

City Park Pav. ☐ Town Square Pavilion ☐ Centennial Park ☐ Alpenhof Park ☐  
Hamlet Park North ☐ Hamlet Park South ☐ Valais Park East ☐ Valais Park West ☐

Date of Event: \_\_\_\_\_ Start Time (include set-up time) \_\_\_\_\_ End: \_\_\_\_\_

Type of event: \_\_\_\_\_

Name of Renter: \_\_\_\_\_

Name of Contact of Organization: \_\_\_\_\_

Best Contact Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Anticipated Number of Attendees: \_\_\_\_\_

Will there be concessions or sales of any kind at this event? ☐ Yes ☐ No If yes, please provide additional details: \_\_\_\_\_

**\*\* If there are concessions, vendors or food trucks of any kind, the Renter MUST apply for a Special Event License.**

**Failure to adhere to the rules and regulations will result in closure of the event and forfeiture of all fees. Providing false information on this application will result in closure of the event and forfeiture of all fees.**

I have read and agree to the terms set forth in this Rental Contract. I agree to be personally responsible for any damage caused to the City park or facility used by myself and/or my organization during my event.

This contract is not valid until signed by both parties.

I UNDERSTAND AND ACCEPT ALL TERMS OF THIS CONTRACT:

Signature of Renter \_\_\_\_\_ Print name of Renter \_\_\_\_\_ Date \_\_\_\_\_

Signature of City Representative \_\_\_\_\_ Print name of City Representative \_\_\_\_\_ Date \_\_\_\_\_

**Mail or Deliver Contract and Rental Fee to:**

**Midway City Park Pavilion Rental / P.O. Box 277 / Midway, UT 84049.**

**Payment must be paid by cash or check. No Credit Cards accepted.**

## Appendix C – Purchasing Procedures

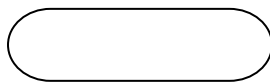
### Introduction

The following flowcharts detail the step-by-step procedures for making purchases for Midway City. The specific procedure to be used for a purchase is determined primarily by the anticipated cost and secondarily by the type of commodity or service requested.

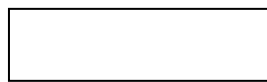
It is recommended that sealed bids or sealed proposals be used for all purchases with an anticipated cost of \$25,000 or more. However, the procedure shown in Chart 3 may be used up to an anticipated cost of \$40,000 for building improvements or \$125,000 for public works projects.

### Legend

The following standard flowchart shapes are used:



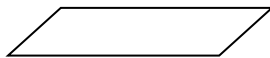
Beginner/Terminator



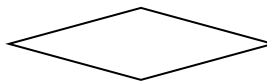
Process



Alternate Process



Information  
Entering/Leaving



Decision



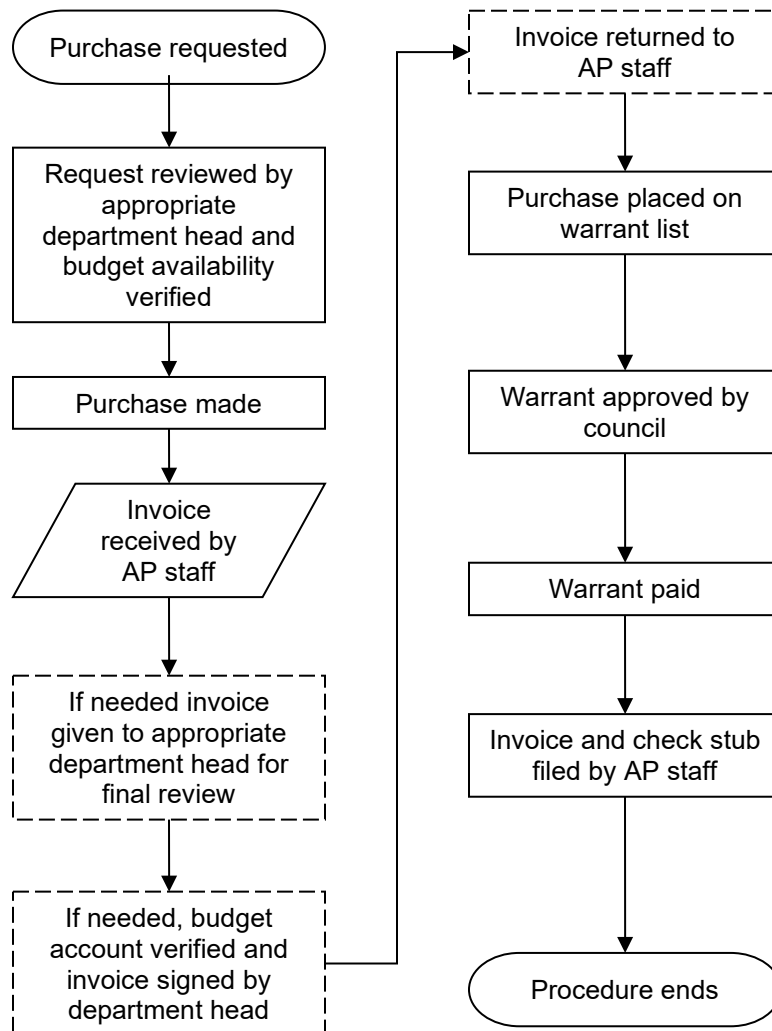
Document Created



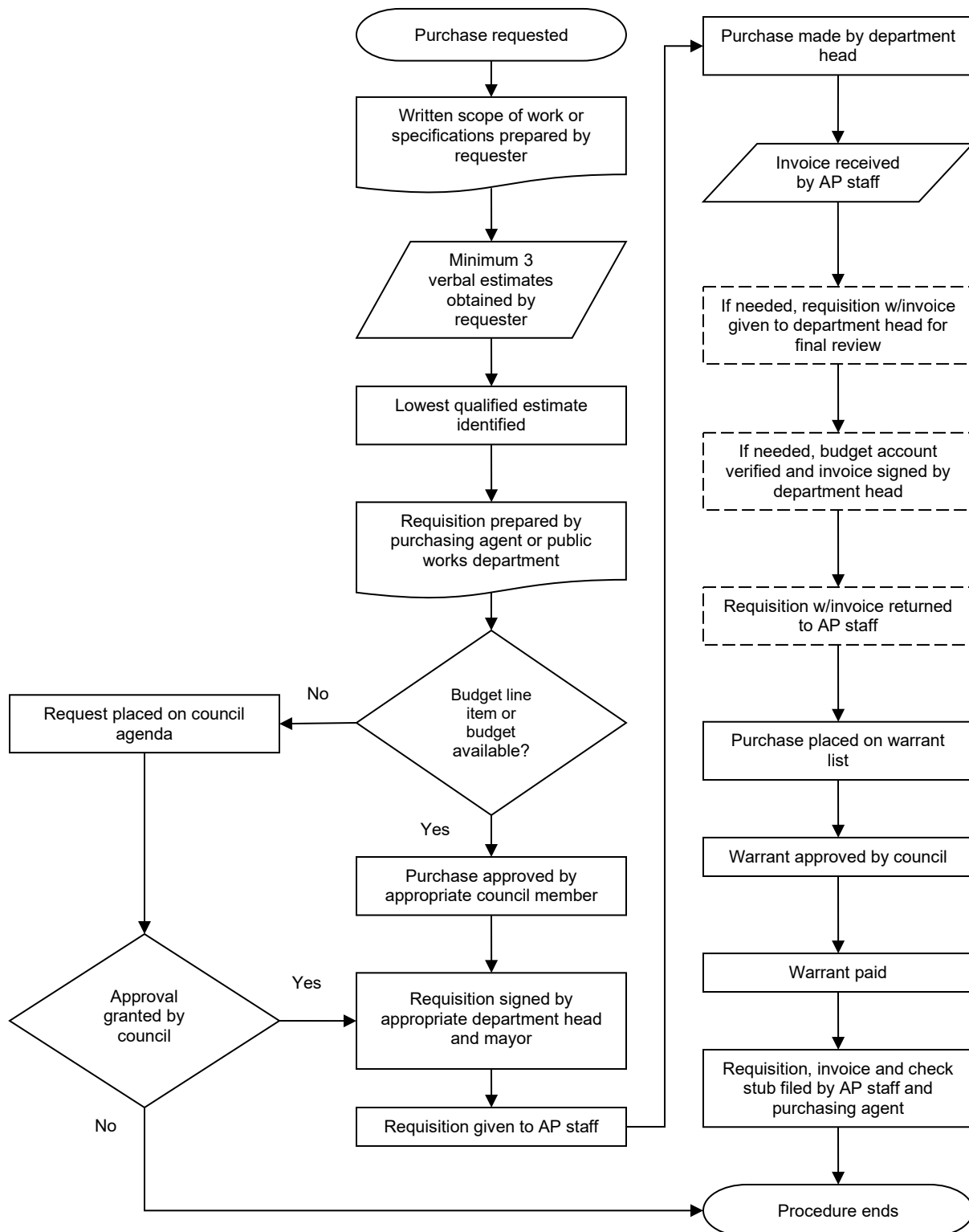
Off-page Connector

Shapes shown in solid lines indicate steps that must be completed. Shapes shown in dashed lines indicate steps that may not be applicable depending upon the commodity or service requested.

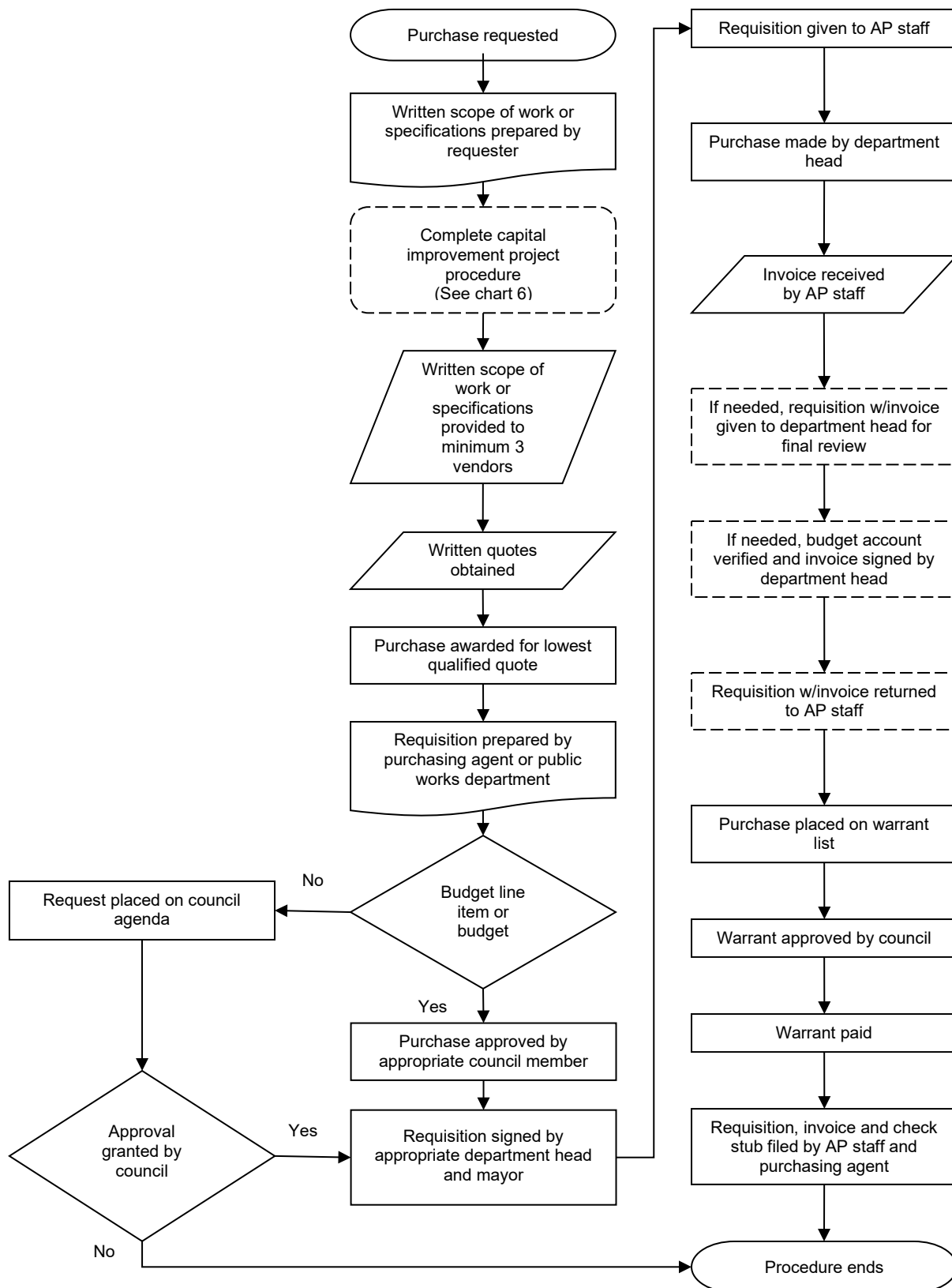
**Chart 1: Purchasing Procedure (\$1 – 1,499)**



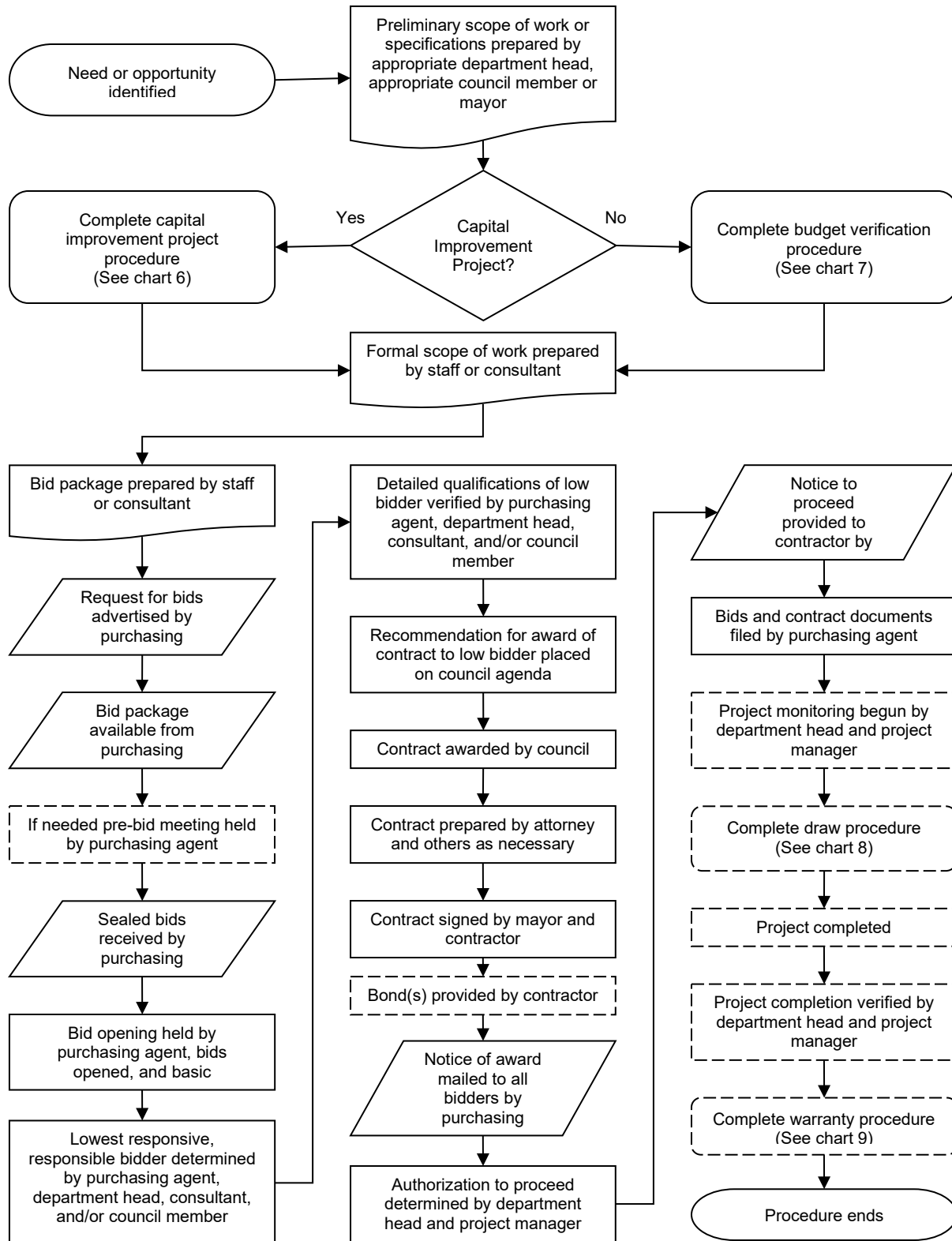
**Chart 2: Requisition Purchasing Procedure (\$1,500 – 4,999)**



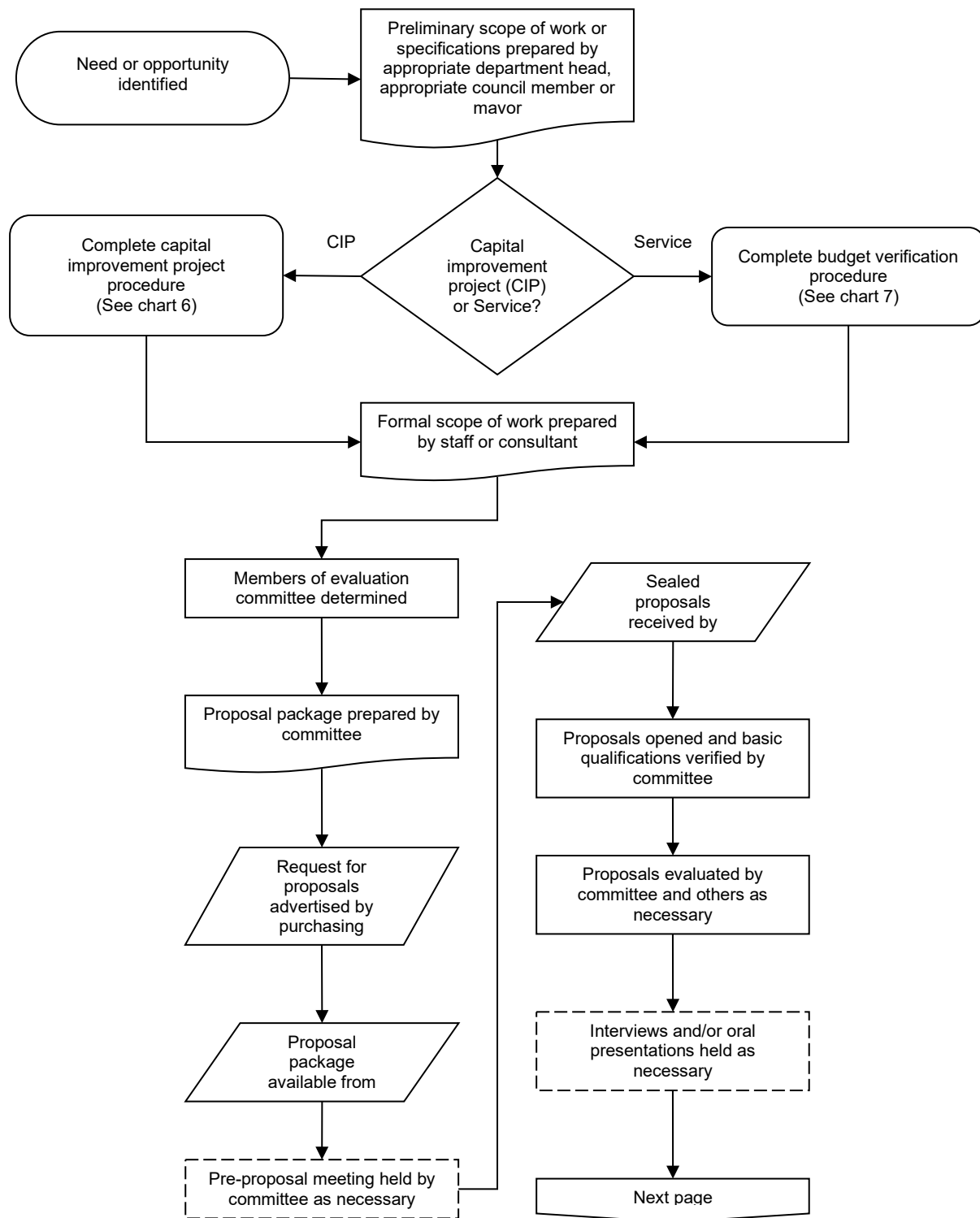
**Chart 3: Requisition Purchasing Procedure (\$5,000 – 24,999)**



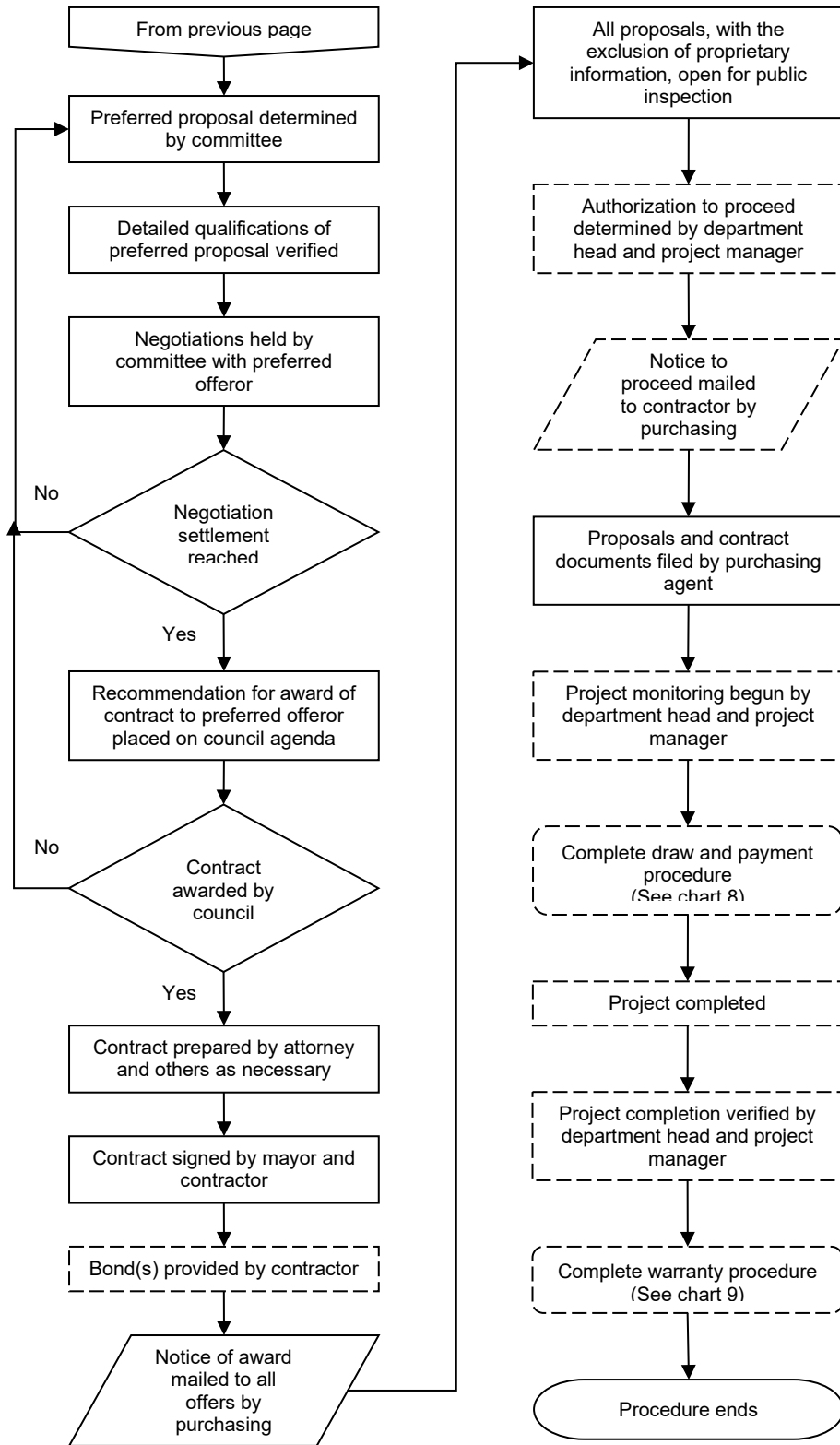
**Chart 4: Sealed Bid Procedure (\$25,000+)**



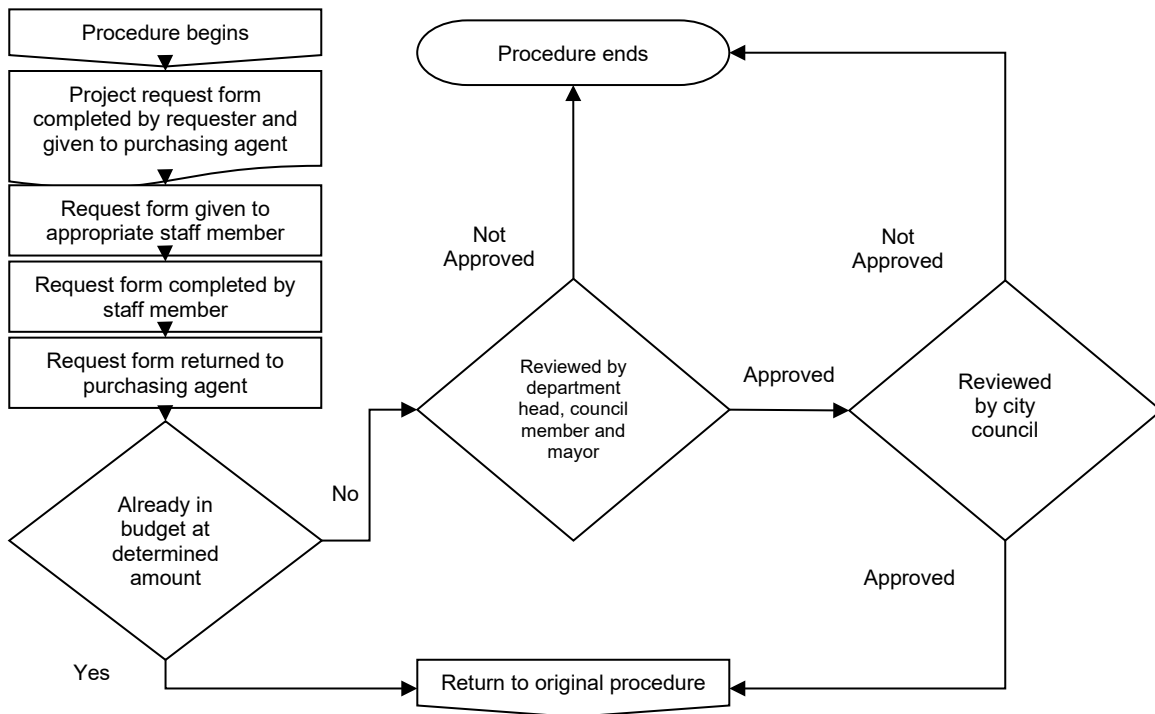
**Chart 5: Sealed Proposal Procedure (\$25,000+)**



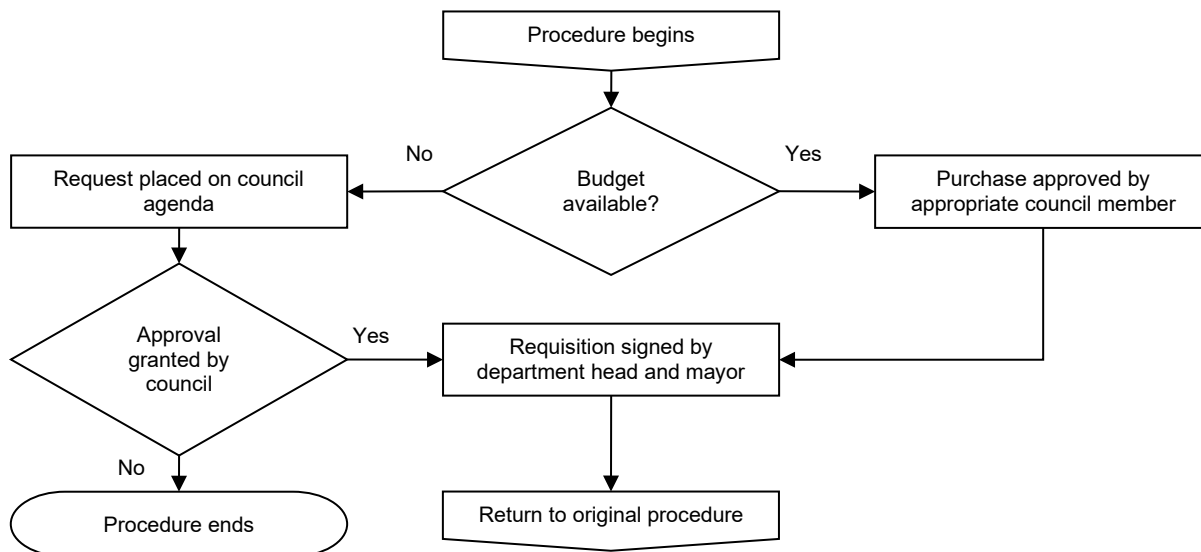




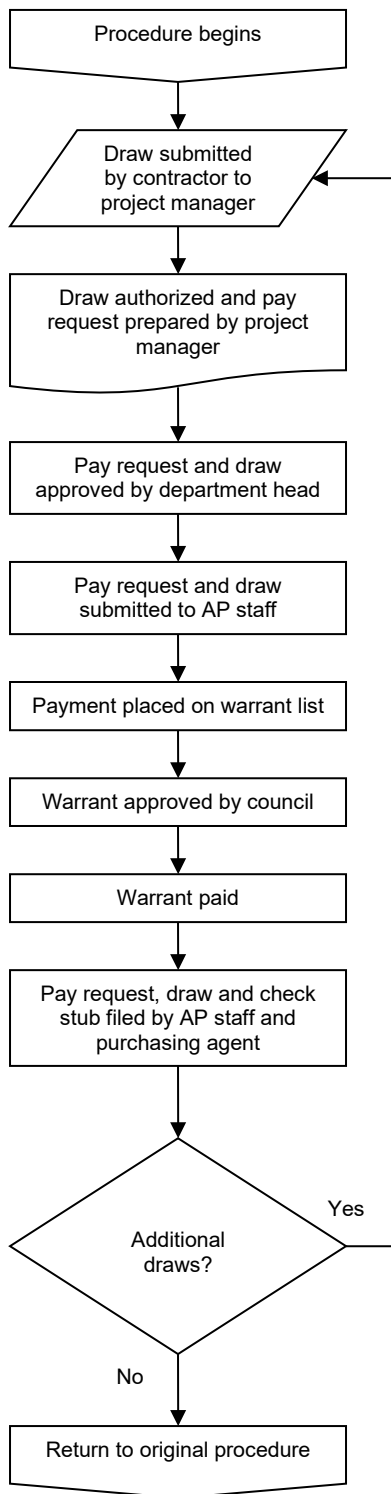
**Chart 6: Capital Improvement Project Procedure (\$5,000+)**



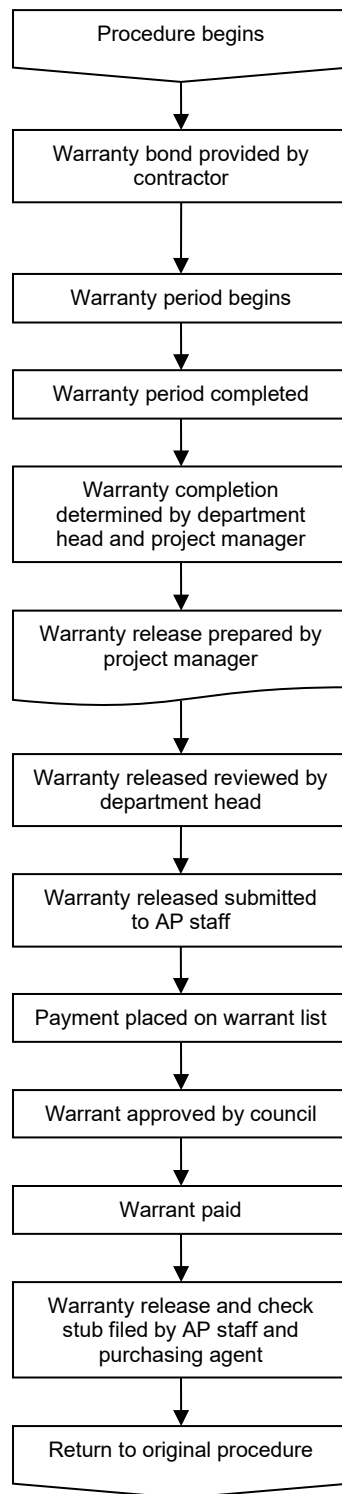
**Chart 7: Budget Verification Procedure**



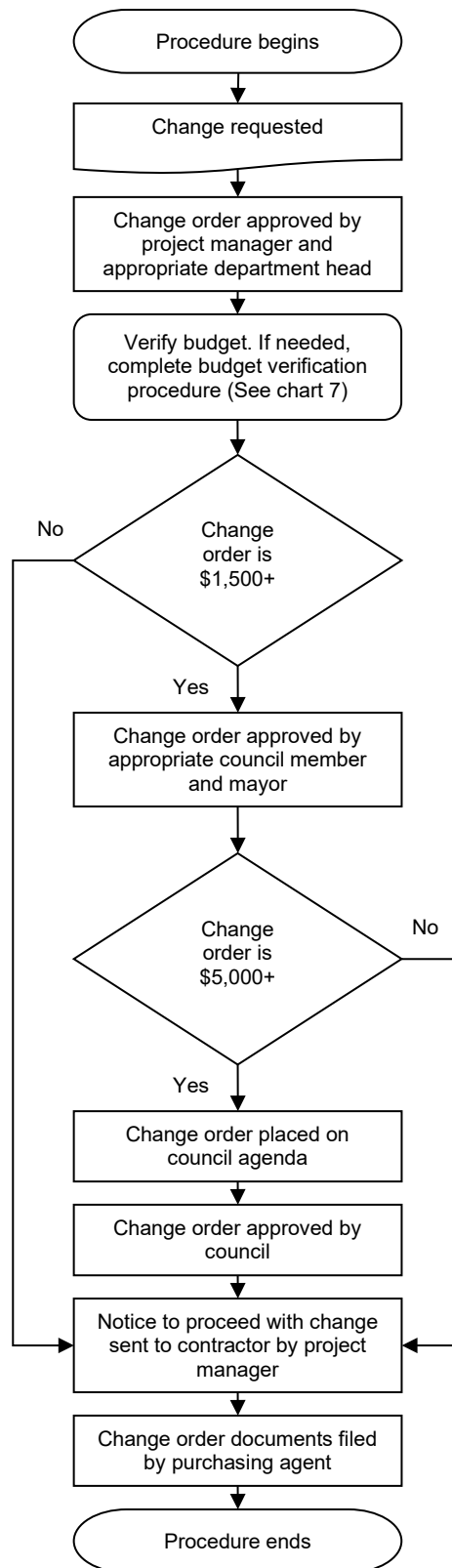
## Chart 8: Draw Procedure



## Chart 9: Warranty Procedure



## Chart 10: Change Order Procedure



## Appendix D – Sample Complaint Form

**Phone:**[illegible]

Date \_\_\_\_\_

(Please attach additional sheets if necessary)

## Appendix E – Volunteer Approval Form



### MIDWAY CITY VOLUNTEER APPROVAL FORM 75 NORTH 100 WEST, MIDWAY, UTAH 84049

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Zip: \_\_\_\_\_

These responses are necessary to conduct a background check:

1. Date of Birth: \_\_\_\_\_
2. Social Security number: \_\_\_\_\_
3. Have you ever been convicted of any violation of the law? Yes \_\_\_\_ No \_\_\_\_  
If yes, please explain on a separate page.

#### **Volunteer Code of Conduct**

As a volunteer, I will perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability of ability. I will not undertake to use any equipment or tools that I am unfamiliar with or have not been trained and approved to operate properly and safely. As a volunteer, I will strictly observe all safety rules and use care in the performance of my assigned tasks.

As a volunteer, I will treat everyone with respect, loyalty, patience, integrity, courtesy, dignity and consideration. While volunteering I will not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.

#### **Volunteer Acknowledgements and Waivers**

Many volunteer positions with the City involve working with children or in other safety sensitive positions. To help safeguard the public, the City will perform a background check on all volunteers.

As a condition of volunteering, I give Midway City permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, driving records and federal FBI records. I understand that all volunteer positions are conditional upon the City never receiving inappropriate information on my background.

I understand that volunteer positions are charitable contributions to Midway City without anticipation of compensation of any kind or consideration of future employment. I also understand that I need to be approved as a volunteer by the Midway City Human Resource department and the City Mayor before I am considered an official volunteer.

As a volunteer, I agree to be subject to the policies and procedures of Midway City as applies to all Midway City employees.

Your signature below indicates that you have read each of the above items and you agree to be bound by them. If you are under the age of eighteen, your parent or guardian must also review these items and sign below.

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date

I, \_\_\_\_\_, am the parent or legal guardian of  
\_\_\_\_\_ and I agree to allow him/her to be bound by the conditions  
represented above.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Midway City Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resource Approval

\_\_\_\_\_  
Date

## Appendix F – Injury Report Form



### Midway City Injury Report Form

**TO BE COMPLETED BY INJURED PERSON:**

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_

☐ Employee      ☐ Contractor      ☐ Visitor

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

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Type of injury: \_\_\_\_\_

Part of body injured: \_\_\_\_\_

Date reported: \_\_\_\_\_ Time: \_\_\_\_\_ Reported to: \_\_\_\_\_

Description of accident (Include activities just prior to accident): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contributing unsafe conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tools, chemicals, or equipment involved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Suggestions for correcting conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness (name, address, and phone number): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Treatment:      ☐ First aid      ☐ Sent home      ☐ Emergency room

☐ Sent to physician (name): \_\_\_\_\_

☐ Admitted to hospital (name): \_\_\_\_\_

Medical attention received: \_\_\_\_\_

Related previous injuries: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Employees**

Complete reverse side of this page  
Return to Human Resources Office

**Contractors and Visitors**

Complete Front side only and return to  
Midway City Human Resources Office



**TO BE COMPLETED BY EMPLOYEES ONLY:**

Employee Work Phone #: \_\_\_\_\_ Work Start Time: \_\_\_\_\_

Department: \_\_\_\_\_ Position: \_\_\_\_\_

☐ Full time      ☐ Part time      ☐ Temporary      ☐ Seasonal

Could this accident have aggravated a pre-existing injury or illness? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO BE COMPLETED BY EMPLOYEE'S SUPERVISOR:**

(Please complete as soon after the accident as possible. Report lost time to date if necessary.)

Work time lost: \_\_\_\_\_ Date(s) of lost time: \_\_\_\_\_

Date returned to work: \_\_\_\_\_ Light duty days: \_\_\_\_\_

Describe how and why accident occurred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was the accident area inspected? Yes ☐ No ☐ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List actions taken to prevent similar accidents in the future (include target date, completion date, and name of person responsible):

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Supervisor name (print) \_\_\_\_\_

Supervisor signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Copies will be sent to: Human Resources, Risk Management, and Utah Government Trust.**

Revised February 2024

## Appendix G – Special Event License Application

 <b>Midway</b>	<b>MIDWAY CITY SPECIAL EVENT LICENSE APPLICATION</b> <small>435-654-3223 x 125 www.midwaycityut.org</small>										
<p><b>The Special Event License Application must be completed and submitted to Midway City no less than 75 days prior to a Special Event. This application will be reviewed by the city staff. Filling out an application does not guarantee a Special Event License will be granted.</b></p> <p>NAME OF EVENT OR PRODUCTION _____</p> <p>DATE SUBMITTED TO CITY _____</p>											
APPLICATION FEES											
<p><b>DUE AT TIME OF APPLICATION SUBMITTAL</b>          All new applications require a \$75 non-refundable application processing fee. A \$500 cleaning/damage/safety deposit is due previous to Midway City's approval of event. For large events such as concerts, runs, bike rides/races, this cleaning/damage/safety deposit may be greater.</p> <p><b>ADDITIONAL FEES</b>          Additional fees for other services and licenses, including Midway Business License, <i>Building/Facility Rental</i>, Health Department, Fire Department, Mass Gathering Permit, etc. must be obtained from the appropriate agency.</p>											
APPLICANT AND SPONSORING ORGANIZATION INFORMATION											
<p><i>Event or Production Title</i> _____</p> <p>Applicant Name _____</p> <p>Street Address _____</p> <p>City, State, Zip Code _____</p> <p>Day Phone _____</p> <p>Fax Phone _____</p> <p>E-Mail Address _____</p> <p>Sponsoring Organization _____</p> <p>Contact Person "On Site" Day of Event _____ Cell Phone # _____</p>											
EVENT INFORMATION											
<p><b>Check all that apply.</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Attraction of crowds over 300</td> <td><input type="checkbox"/> Light Post Banners</td> </tr> <tr> <td><input type="checkbox"/> Street Closure</td> <td><input type="checkbox"/> Temporary structures, tents, etc.; permit required</td> </tr> <tr> <td><input type="checkbox"/> Necessitates temporary food or business license</td> <td><input type="checkbox"/> Events signs; permit required</td> </tr> <tr> <td><input type="checkbox"/> Causes significant public impacts via disturbance, crowd, traffic/parking</td> <td><input type="checkbox"/> Use of outdoor amplified music; allowed 6am-10pm</td> </tr> <tr> <td><input type="checkbox"/> Disruption of the normal routine of the community or affected neighborhood</td> <td></td> </tr> </table>		<input type="checkbox"/> Attraction of crowds over 300	<input type="checkbox"/> Light Post Banners	<input type="checkbox"/> Street Closure	<input type="checkbox"/> Temporary structures, tents, etc.; permit required	<input type="checkbox"/> Necessitates temporary food or business license	<input type="checkbox"/> Events signs; permit required	<input type="checkbox"/> Causes significant public impacts via disturbance, crowd, traffic/parking	<input type="checkbox"/> Use of outdoor amplified music; allowed 6am-10pm	<input type="checkbox"/> Disruption of the normal routine of the community or affected neighborhood	
<input type="checkbox"/> Attraction of crowds over 300	<input type="checkbox"/> Light Post Banners										
<input type="checkbox"/> Street Closure	<input type="checkbox"/> Temporary structures, tents, etc.; permit required										
<input type="checkbox"/> Necessitates temporary food or business license	<input type="checkbox"/> Events signs; permit required										
<input type="checkbox"/> Causes significant public impacts via disturbance, crowd, traffic/parking	<input type="checkbox"/> Use of outdoor amplified music; allowed 6am-10pm										
<input type="checkbox"/> Disruption of the normal routine of the community or affected neighborhood											
EVENT TYPE											
<p><b>Check all that apply.</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Run/Walk</td> <td><input type="checkbox"/> Parade</td> <td><input type="checkbox"/> Town Square Event</td> </tr> <tr> <td><input type="checkbox"/> Road Bike Event</td> <td><input type="checkbox"/> Concert</td> <td><input type="checkbox"/> Other (Please specify) _____</td> </tr> <tr> <td><input type="checkbox"/> Street Fair</td> <td><input type="checkbox"/> Filming</td> <td></td> </tr> </table>		<input type="checkbox"/> Run/Walk	<input type="checkbox"/> Parade	<input type="checkbox"/> Town Square Event	<input type="checkbox"/> Road Bike Event	<input type="checkbox"/> Concert	<input type="checkbox"/> Other (Please specify) _____	<input type="checkbox"/> Street Fair	<input type="checkbox"/> Filming		
<input type="checkbox"/> Run/Walk	<input type="checkbox"/> Parade	<input type="checkbox"/> Town Square Event									
<input type="checkbox"/> Road Bike Event	<input type="checkbox"/> Concert	<input type="checkbox"/> Other (Please specify) _____									
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Filming										
<p>First Time Applicant <input type="checkbox"/> or <input type="checkbox"/> Annual Event</p>											
<p><small>Midway Special Event Application Rev. August 2022</small></p>											

Event Dates(s): _____		
Event Hour(s) Start: _____	End: _____	
Set-Up Date: _____	Time: _____	
Break-Down Date: _____	Time: _____	
Attendance: Participants _____ Spectators: _____ Total _____		
<b>OVERALL EVENT DESCRIPTION</b>		
Briefly explain event and activities: _____ _____		
<b>STREET CLOSURE INFORMATION - A SITE MAP IS REQUIRED WITH THE APPLICATION</b>		
Names of Streets to be Closed _____		
_____	Between _____	and _____
_____	Between _____	and _____
PARADE/RUN/WALK/BIKE ROUTE (Please describe and attach route map) _____ _____		
Are you requesting a COMPLETE or ROLLING street closure? _____		
Why are you requesting this street closure? _____		
Time of Street Closure _____	Start: _____	End: _____
Assembly Area: _____	Disbanding area: _____	
Number of anticipated entries _____		
<i><b>ALL NEIGHBORS MUST BE NOTIFIED 24 HOURS IN ADVANCE OF ANY DISTURBANCES</b></i>		
<b>TEMPORARY STRUCTURES - SITE MAP IS REQUIRED WITH THE APPLICATION</b>		
<b>Must be approved by the City Building Safety Department</b>		
<input type="checkbox"/> Bleachers*	<input type="checkbox"/> Tents <200 sq. ft.**	<input type="checkbox"/> Tents >200 sq. ft.***
<input type="checkbox"/> Stage	<input type="checkbox"/> Trailers(s)	<input type="checkbox"/> Inflatable(s)
<input type="checkbox"/> Generators	<input type="checkbox"/> Other Electrical Needs	<input type="checkbox"/> Temporary Lighting
<input type="checkbox"/> Other		
*If you are using County owned bleachers, you must make arrangements and meet any criteria.		
**Temporary structures less than 200 sq. ft. require 50 lbs. of weight per leg.		
***Temporary structures greater than 200 sq. ft. require approval from the Building Department.		
<b>SALES AND FOOD VENDING</b>		
Will there be merchandise for sale? _____		
If yes, describe the items for sale _____		
Will there be sale of concessions or complimentary food? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, how many food vendors: _____		
What types of food will be served? _____		
If cooking on site, please describe types of *cooking appliances used (i.e., open flame or electrical) _____ _____		
*A Wasatch County Fire Department permit may be required depending on the cooking appliance. Individual vendors must fill out the local sales tax form. Utah State Tax Commission 800.662.4335 or <a href="http://www.tax.utah.gov">www.tax.utah.gov</a> Each food vendor must receive a Wasatch County Health Department temporary food service permit. Wasatch County Health Department 435-654-2700		
Midway Special Event Application Rev. August 2022		Page 2 of 6

TEMPORARY SIGNS AND BANNERS														
<p><b>Attach a Sign Plan that describes the location and sizes of all signs <i>and</i> banners. Include pictures of signs <i>and</i> banners.</b> Temporary signs <i>and</i> banners for your event require a permit from the Midway City Planning Department.</p>														
FILMING														
<p>Production Title _____</p> <p>Production Type _____</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Feature</td> <td><input type="checkbox"/> Documentary</td> <td><input type="checkbox"/> TV Series/Program</td> </tr> <tr> <td><input type="checkbox"/> Still Photo</td> <td><input type="checkbox"/> Reality TV</td> <td><input type="checkbox"/> Commercial</td> </tr> <tr> <td><input type="checkbox"/> TV Movie</td> <td><input type="checkbox"/> PSA</td> <td><input type="checkbox"/> Student</td> </tr> <tr> <td><input type="checkbox"/> Corporate</td> <td><input type="checkbox"/> Student</td> <td></td> </tr> </table> <p>Public or Private Location _____</p> <p>Number of Personnel on Location _____</p> <p>Personnel Staging Area Location(s):    Parking _____    Food _____</p>			<input type="checkbox"/> Feature	<input type="checkbox"/> Documentary	<input type="checkbox"/> TV Series/Program	<input type="checkbox"/> Still Photo	<input type="checkbox"/> Reality TV	<input type="checkbox"/> Commercial	<input type="checkbox"/> TV Movie	<input type="checkbox"/> PSA	<input type="checkbox"/> Student	<input type="checkbox"/> Corporate	<input type="checkbox"/> Student	
<input type="checkbox"/> Feature	<input type="checkbox"/> Documentary	<input type="checkbox"/> TV Series/Program												
<input type="checkbox"/> Still Photo	<input type="checkbox"/> Reality TV	<input type="checkbox"/> Commercial												
<input type="checkbox"/> TV Movie	<input type="checkbox"/> PSA	<input type="checkbox"/> Student												
<input type="checkbox"/> Corporate	<input type="checkbox"/> Student													
MASS GATHERING PERMIT														
<p>Wasatch County Health Dept requires a mass gathering permit when there is an assembly of 500 or more people for 2 hours or more. Contact them at 435-657-3264 or <a href="http://www.wasatchcountyhd.org/Programs/EnvironmentalHealth/OtherServices/MassGathering.aspx">http://www.wasatchcountyhd.org/Programs/EnvironmentalHealth/OtherServices/MassGathering.aspx</a></p> <p>The mass gathering permit governs solid waste management, site maintenance, emergency medical care requirements, food protection, wastewater disposal, etc. A signed copy of this permit must be submitted to Midway.</p>														
WASTE MANAGEMENT PLAN														
<p>List the number of trash containers and dumpsters at the location: _____</p> <p>Will additional trash containers and dumpsters be rented: <input type="checkbox"/> Yes or <input type="checkbox"/> No    If yes, how many? _____</p> <p>Name of Provider: _____</p> <p>Contact Information: _____</p> <p>Installation: _____ Date _____ Time _____</p> <p>Removal: _____ Date _____ Time _____</p>														
PUBLIC FACILITIES														
<p>Will portable toilets be rented? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Provider _____ Contact Person _____ Phone # _____</p> <p>Installation:    Date _____    Time _____</p> <p>Removal:    Date _____    Time _____</p>														
SAFETY – SECURITY – VOLUNTEERS														
<p>Please describe your procedures for both crowd control and internal security:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Has the Wasatch County Fire Department been contacted regarding your event? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The Wasatch County Health Department may require on-site medical personnel at an additional charge.</p> <p>List Fire Department person contacted: _____</p>														
<p>Midway Special Event Application Rev. August 2022</p>		<p>Page 3 of 6</p>												

Does your event require additional Law Enforcement? ☐ Yes ☐ No

If yes, have you contacted the Wasatch County Sheriff's Office? 435-654-1411 ☐ Yes ☐ No

#### EVENT LOGISTIC MEETING

Applicant is required to schedule a meeting with Midway City at least 45 days prior to the event.

Please contact Ivette Moreno 435-654-3223 x 125 or [imoreno@midwaycityut.org](mailto:imoreno@midwaycityut.org) to schedule your meeting.

#### INSURANCE REQUIREMENTS IF USING CITY PROPERTY

When submitting an application for a Special Event, applicants shall provide proof of liability insurance in the amount of at least \$1,000,000 per occurrence/\$2,000,000 aggregate as may be required by the Special Event Manager or the City Attorney and shall further name Midway City as an additional insured. All Applicants shall further indemnify the City from liability occurring at the event, except for any claim arising out of the sole negligence or intentional torts of the City or its employees. Midway City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Event must have its own insurance in its own name and not go under the umbrella of another policy.

#### GOVERNING LAW AND INDEMNIFICATION

The Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of Midway City, State of Utah, and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connection with the use and occupancy of the facility. The Renter shall hold harmless, defend and indemnify the City and its officials, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to the attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of this Rental Contract by the Renter, (b) the Renter's use of the Facility or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, or its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City and its officials, employees and agents.

## RULES AND REGULATIONS

1. *Midway City does not schedule special events on Sunday.*
2. A non-refundable application fee is required at the time the application is submitted to Midway City. For new events, the application fee is \$50.
3. The application must be submitted a minimum of 75 days prior to a special event.
4. A site plan of your event is required with your application identifying street closures, signs, supply trucks, barricades, tents, activity location, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance exits, walkways and any other details that would assist the Public Works Staff with understanding the setup of your event.
5. P.A. systems, speakers, music, or other amplified sources cannot be operated before 6:00am or after 10:00pm at 70 decibels in any location throughout the City. This includes both public and private property locations and the sound is measured from the property line.
6. Metal, wood, or any other kind of ground staking cannot be used to secure temporary structures in City parks or other property. Structures must be secured using sandbags, water barrels or other ground weights which do not pose a safety/trip hazard to participants or spectators.
7. For bikes, runs, walks, and parades, a site plan outlining your route must be submitted along with your Special Event Permit application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures or additional law enforcement is required before a Special Event Permit will be issued.
8. Permit Applications may require review by the City Council for approval or denial. Need for review is based on size, location, scope, and impact of the event.
9. Depending on the type of event, applicant may need to schedule a meeting with Midway City Public Works.
10. A certificate of insurance must be filed with Midway City before final approval of the event is granted *with limits of at least \$1,000,000 per occurrence / \$2,000,000 aggregate*. Midway City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Midway City must be listed as additionally insured.
11. All debris and trash must be removed from an event site immediately after the event. Failure to do so may require more City Services. All expenses will be the responsibility of the event applicant. It is highly recommended that the applicant provides recyclable receptacles at the event. Please contact a local recycling company.
12. Depending on the duration of your event and the availability of public restrooms, you may need to rent portable chemical toilets to accommodate participants. Midway City requires one (1) chemical toilet for every 65 people. The figure is based on the maximum number of your event during peak time. The total number of toilets will be determined on a case-by-case basis.
13. You must receive approval for your event before you promote, market, or advertise your event. Conditional approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location, or an automatic approval of your event.
14. Only readily removable barricades may be used for street closures and a 20-foot lane of clearance is always required for emergency vehicle access. You may be required to provide advisory signs if your event impacts a major use roadway. Advisory signs are intended to provide advanced notice to the regular users of a roadway of the scheduled closure.
15. In some case, the hiring of officers from Wasatch County Sheriff Department, a professional security company, or a combination of both may be required to obtain a Special Event Permit. Wasatch County determines the need, number, and type of security personnel based on expected attendance, location of the event, history of the event, nature of the event, street closures, and the amount of advertising used for an event.
16. The Wasatch County Health Department, through the mass gathering permit, must review and approve your .
17. The Building Department and/or the Wasatch County Fire Department must review parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources, the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies, or any fabric shelters. The Building Department will require an inspection before and/or during the event.

18. The applicant(s) shall assume and reimburse the City for all costs and expenses determined by the City to be unusual or extraordinary, and related to the event for which the permit is sought, including but not limited to:
  - The cost of providing, erecting, and moving barricades and/or signs.
  - The cost of providing and moving garbage or waste receptacles.
  - The cost of City personnel to meet requested services.
19. The City may require, as a condition to issuance of a permit, that a sum be deposited with the City to meet such costs. The required deposit shall not exceed \$1,000.00.
20. Temporary Special Event signs and banners require separate approval.
21. Failure to adhere to these rules and regulations will result in immediate closure of the event and forfeiture of all deposits.

I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

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(Name printed)

(Signature)

(Date)

#### REMITTAL INFORMATION

**Submit Completed Application(s) To:**

Midway City  
ATTN: Special Events  
P.O. Box 277  
Midway, UT 84049  
435-654-3223 x 125





**MIDWAY CITY**  
**SPECIAL EVENT LICENSE**  
www.midwaycityut.org

- ☐ Wasatch County Sheriff's Office Signature / Approval: \_\_\_\_\_  
[joshprobst@wasatch.utah.gov](mailto:joshprobst@wasatch.utah.gov) (435) 654-1411
- ☐ Wasatch County Health Department Signature / Approval: \_\_\_\_\_  
(435) 657-3264
- ☐ Wasatch County EMS Signature / Approval: \_\_\_\_\_  
[kristen@wasatchfire.org](mailto:kristen@wasatchfire.org)
- ☐ UDOT Signature / Approval: \_\_\_\_\_  
<https://udot.utah.gov/connect/business/permits/special-event-permits/>
- ☐ Midway City Building Inspector / Fire Marshall Signature / Approval : \_\_\_\_\_  
[tcouch@midwaycityut.org](mailto:tcouch@midwaycityut.org) (435) 654-3223 x 107
- ☐ Tourism \_\_\_\_\_  
Heber Valley Tourism & Economic Development \_\_\_\_\_  
(435) 654-3666

Return by: \_\_\_\_\_

Midway City Special Events Manager: \_\_\_\_\_

☐ Approved ☐ Denied ☐ Needs Council approval



## Appendix H –Sample Credit Cardholder Agreement

### City of Midway Credit Cardholder Agreement

Requirements for use of a City Credit Card:

1. The credit card is to be used only to make purchases at the request of, and for legitimate purposes.
2. The credit card must be used in accordance with the provisions of the Credit Card Policy established by the City of Midway.

Violations of these requirements may result in revocation of use privileges. Cardholders found to have inappropriately used the credit card will be required to reimburse the City for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the City's Personnel Policies, up to and including termination. The City of Midway will investigate and commence, in appropriate cases, criminal prosecution against any employee found to have misused the credit card or who violates the provisions of the cardholder agreement.

Credit Card Account Number: \_\_\_\_\_

Received by: \_\_\_\_\_  
Name (please print)

I acknowledge receipt of the Credit Card Policy and agree to abide by said Policy.

Signature: \_\_\_\_\_

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

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(For office use only)

#### Credit Card Returned

Card Holder Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

## Appendix I – Park Rentals for Events with Vendors



### Midway City Contract City Park Rental for Events With Vendors

EVENT: \_\_\_\_\_ Date(s) of Event: \_\_\_\_\_ Park: \_\_\_\_\_

**RENTAL FEE:** The rental fee to reserve a City Park or the Town Square for any event having vendors who will be selling or displaying items, booths, entertainment or other forms of public attractions, is \$300.00 per a one- or two-day event at Hamlet and Centennial Parks, and \$500.00 per a one- or two-day for Town Square. Valais Park is not available for any event rentals.

**POLICIES:**

- Event organizer(s) must present a site plan to the City no later than 60 days prior to their event which includes the number and names of vendors participating and how the event will be arranged in the park. Event organizer(s) must also register vendors with the State Tax Commission.
- If food is sold, a Wasatch County temporary food permit is required.
- All booths/structures must be inspected by the City Building Inspector prior to start of the event.
- Proof of liability insurance listing Midway City as "also insured" is required.
- No smoking, alcohol or illegal drugs are allowed on City property. Any violation will result in the event being immediately terminated and the premises vacated.
- All City park regulations in the City Code Title 5.03 and nuisance/noise regulations in Title 5.02 must be observed.
- If a mass gathering permit is necessary, a permit must be acquired from the County.

**CLEANING DEPOSIT:** A \$500 security/damage deposit must be made 24 hours prior to the event. The deposit will be refunded if:

- The grounds are left clean.
- All trash from the event has been picked up, disposed of properly in trash bags, and removed into the large receptacle bins provided at each park.
- The rest rooms are left clean and orderly.

**Misuse of City Property, or not abiding by these rules, will result in immediate closure of the event and forfeiture of the deposit.**

I, the undersigned, take responsibility for the City Park/Town Square while I am using it. I further understand that any misrepresentation on my part while renting or using City property will result in forfeiture of my use (or my organization's use) of City property in the future, and I will be responsible for any difference in fees. I further acknowledge that, if I need to cancel my reservation, I will do so five (5) days prior to the date of the event.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Phone # \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

### APPROVALS

\_\_\_\_\_  
Michael Henke, City Planner (park logistics)

\_\_\_\_\_  
Wendy Johnson, Building Inspector (structure inspections)

\_\_\_\_\_  
Dwight Hill, Health Department (food/mass gathering)

\_\_\_\_\_  
Wasatch Co. Sheriff's Office (road approvals/crossings)

## Appendix J – Statement of Ethical Behavior



### STATEMENT OF ETHICAL BEHAVIOR

I will abide by the Utah Public Officer and Employee Ethics Act (Utah Code 67-16) and the ethics provisions of the Midway City Municipal Code including their restrictions on the disclosure of confidential information, gifts, compensation, loans, conflicts of interest, etc.

I will not violate the nepotism laws of the State of Utah (Utah Code 52-3).

I will not misuse public resources or property (Utah Code 76-8-4, Midway City Resolution 2019-20).

I understand that I will be held accountable for unethical behavior with consequences as established by federal, state, and local laws.

Name: \_\_\_\_\_ Office/Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Annually each elected official and employee of Midway City shall sign a statement of ethical behavior.

Our vision for the City of Midway is to be a place where citizens, businesses and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walkable and visitor friendly. A community that proudly enhances its small town Swiss character and natural environment, as well as remaining fiscally responsible.

## Appendix K – Trails, Arts, and Parks Funds

### Midway City Request for TAP Funds Application



*TAP tax funding decisions are at the sole discretion of the Midway City Council. The availability of TAP tax funds fluctuates, and application criteria may be adjusted as necessary.*

#### QUICK FACTS:

- TAP funds can be used for Trails, Arts, and Parks projects or events.
- Interested parties are encouraged to apply for specific projects or events that enhance, improve, and benefit the Midway community.
- There will be two application periods per year. (1) Applications will be accepted from January 1 to February 28 . Applications will be reviewed by the Council and awards will be made in or around June. (2) Applications will be accepted between July 1 to August 31. Applications will be reviewed by the Council and awards will be made in or around December.
- All parties awarded TAP funding shall enter into a contract with the City for the award. Parties will be required to present a summary of their project to the City Council with receipts for funds used within one year of the funding date. Unused funds must be returned to the Midway City TAP fund.
- Applying for funds does not in any way guarantee that funds will be awarded to a project or event, even if funds have been awarded to a project or event in the past.

#### HOW TO APPLY:

- Fill out the form below, providing as much information as possible. All information you provide will be considered public record and may be requested by the public.
- Complete and submit an itemized budget for your project or event. Please use the attached budget worksheet.
- Complete and submit the attached project/event summary.
- Include all required forms. Incomplete applications will not be accepted.

Name of applicant: \_\_\_\_\_

Is the applicant a Midway City resident: ☐ yes ☐ no

Email and phone number of applicant: \_\_\_\_\_

Will the project or event take place in Midway City: ☐ yes ☐ no

Name of organization requesting funds: \_\_\_\_\_

Is the organization a non-profit: ☐ yes ☐ no

Have you applied for TAP funding, or will you apply for TAP funding for this project or event from any entity other than Midway City? ☐ no ☐ yes If yes, which entity\_\_\_\_\_

Will your project or event be free to participants: ☐ yes ☐ no If no, what will the charge be?\_\_\_\_\_

\_\_\_\_\_ I have completed and attached the event or project summary.

(Initial)

\_\_\_\_\_ I have completed and attached the budget worksheet.

(Initial)

\_\_\_\_\_ I have read and understand Section 12.3 of the Midway City Policies and Procedures (printed below).

(Initial)

12.3 Trails, Arts, and Parks Funds A. The City Council will only consider applications for TAP funds twice a year and the Application must be submitted on the City approved form during the 2 open application periods of January – February or July – August to be considered for an award in June or December. B. All Applications submitted prior to the designated deadlines established above will be considered at the same time, and the City Council may request additional information of an applicant if needed. C. Consideration will be given to proposals that provide the greatest potential benefit to the most people or that meet a recognized need in the City. D. While the City Council may award the entirety of available TAP funds to one applicant due to the strength of a particular proposal, it will not favor large awards, instead looking to award smaller amounts to more groups to spread the potential impact of these funds. E. All Applications will be reviewed and awarded based on need, merit, and the discretion of the City Council – special interest groups will not receive preference. F. Filing an Application does not entitle the applicant to an award of any portion of the TAP funds – the City Council may choose to dedicate the full amount of TAP funds to designated City projects or choose not to award any TAP funds to any applicant even if it has received many applications. G. All parties who are awarded TAP funds will enter into a contract with the City establishing the parameters of the award and the approved uses of the TAP funds, Midway City Policies and Procedures, which will include requirements to provide an accounting of how the funds were spent and a report on their impact. H. Applicants are informed that awarding of TAP funds is a public process and all applications for TAP funds are available to the public upon request.

Applicant Signature: \_\_\_\_\_

Office Use Only:

Application received on \_\_\_\_\_

City Staff \_\_\_\_\_

### TAP Fund Application Project/Event Summary

Please answer the following questions. You may use additional sheets if necessary.

Project/Event Title: \_\_\_\_\_

Projected Start Date: \_\_\_\_\_ Projected End Date: \_\_\_\_\_

Provide a brief description of the proposed project/event:

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What community needs does this project/event address, and how will this project/event work to fill those needs:

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Please describe how this project/event will benefit Midway City and Midway residents:

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What is the scope and number of Midway residents that will be served by this project/event:

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Describe in detail how this project/event will be accomplished and who will be involved:

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