



## RESOLUTION 2025-25

### **A RESOLUTION AMENDING THE MIDWAY CITY FEE SCHEDULE, MIDWAY CITY POLICIES AND PROCEDURES, AND RELATED MATTERS.**

**WHEREAS**, Pursuant to Utah Code Section 10-3-717, Midway City has previously adopted a fee schedule which applies to the provision of municipal services by the City; and

**WHEREAS**, the Midway City Council finds it in the best interests of the City and the public to amend the fee schedule from time to time, in order to both update the fees to more accurately reflect the costs incurred by the City, and to add additional line items to the fee schedule to cover municipal services that were not previously included; and

**WHEREAS**, Utah Code Section 10-8 authorizes a municipality to adopt policies, procedures, and regulations to facilitate the enforcement of the municipality's laws and ordinances, to promote the efficient administration of the municipality's business, and to protect and promote the public health, safety and welfare; and

**WHEREAS**, the Midway City Council finds it in the best interests of the City and the public to recognize the adoption of policies and procedures for the City in a Policies and Procedures Manual that can be readily accessed by City officials, City employees and the general public.

**WHEREAS**, the Midway City Council finds it in the best interest of the City and the public to amend its policies and procedures from time to time.

**WHEREAS**, the Midway City Council desires to amend the fee schedule as set forth herein.


**NOW THEREFORE**, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

The Midway City Fee Schedule is hereby amended as shown on the attached Exhibit "A".

Appendix "A" of the Midway City Policies and Procedures is hereby replaced in its entirety as shown in the attached Exhibit "B".

**PASSED AND ADOPTED** by the Midway City Council on the 19<sup>th</sup> day of August 2025.

MIDWAY CITY

  
Celeste Johnson, Mayor

ATTEST:

  
Brad Wilson, Recorder



## Exhibit A



# MIDWAY CITY FEE SCHEDULE

Effective 8/19/2025

## ADMINISTRATIVE

ITEM		FEE
Copies	8.5" x 11" - black & white	\$0.25/copy
	8.5" x 11" - color	\$1.00/copy
	11" x 17" - black & white	\$0.50/copy
	11" x 17" - color	\$2.00/copy
	24" x 36" - black & white	\$3.00/copy
	24" x 36" - color	\$26.00/copy
	36" x 42" - black & white	\$5.50/copy
	36" x 42" - color	\$32.00/copy
	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.	
Returned Check		\$20.00

## BUILDING SAFETY

ITEM		FEE
After Hours Inspection		\$75.00/hr.
Copies	UPS Store Copies 2' x 3' or actual charge if more	\$3.50/page
	Time - Admin Asst - time spent gathering documents to be copied and going to the UPS store to make large format copies.	\$0.40/min.
Demolition Permit	For the demolition of a structure up to and including 5,000 square feet	\$50.50
	For the demolition of a structure in excess of 5,000 square feet	\$101.00
	A Demolition permit would require a minimum of two inspections: prior to approving for demolition, and after all regrading is complete to assure the requirements of the Site Disturbance ordinance have been met.	
Deposit	Varies depending upon cost of project, not to exceed plan review amount	Variable
Final Completion Deposit	Residential only, permits 07-126 forward	\$3,000.00
Grading Permit	50 cubic yards or less	\$25.00
	51-100 cu yd	\$37.00
	101-1,000 cu yd	\$50.00 for the first 100 cubic yards plus \$15.00 for each additional 100 cubic yards or fraction thereof

	1,001 - 10,000 cu yd	\$185.00 for the first 1,000 cubic yards plus \$13.00 for each additional 1,000 cubic yards or fraction thereof
	10,001 - 10,000 cu yd	\$301.00 for the first 10,000 cubic yards plus \$11.00 for each additional 10,000 cubic yards or fraction thereof
	100,001 cu yd or more	\$401.00 for the first 100,000 cubic yards plus \$9.00 for each additional 10,000 cubic yards or fraction thereof
Permit (+1% state/city surcharge added)	Basement Finish	No charge
	Electrical meter up-grade, relocation, or repair	No charge
	Furnace change-out	No charge
	Modification of existing gas line	No charge
	Recovering roof (second layer of shingles)	No charge
	Reroofing (removing all old roofing material and installing new)	No charge
	Water heater change-out	No charge
Permit Deposit	New Single-family dwelling	\$1,050.25
Permit Fees	Current Appendix "L" IRC	
Plan Review	65% of the building permit fee	
Post-Approval Review	Post-Approval Review (gas line, engineering, truss, REScheck, other) minimum	\$50.00/hr.
Post-Issuance Review		\$50.00/hr.
Re-Inspection Fee		\$75.00
Re-Open Expired Permit	50% of original permit fee	Variable
Residential Valuations	Current Wasatch County Building Department valuation (Updated every 6 months in February and August)	
Site Disturbance	Permit	\$50.50
	Plan Review	\$50.50
Temporary Certificate of Occupancy	Commercial	\$750.00
	New single-family dwellings thru permits 07-125, and all remodels/partial as required	\$500.00

**CURRENT ICC EVALUATION TABLE**  
(For All Permits Except Residential)

**Square Foot Construction Costs <sup>a, b, c</sup>**

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	263.06	254.15	247.55	237.53	223.05	216.60	229.90	207.42	199.94
A-1 Assembly, theaters, without stage	241.02	232.11	225.51	215.49	201.01	194.56	207.86	185.38	177.89
A-2 Assembly, nightclubs	205.93	199.80	194.89	186.91	176.19	171.34	180.27	159.46	154.02
A-2 Assembly, restaurants, bars, banquet halls	204.93	198.80	192.89	185.91	174.19	170.34	179.27	157.46	153.02
A-3 Assembly, churches	243.83	234.92	228.32	218.30	204.21	198.79	210.67	188.58	181.10
A-3 Assembly, general, community halls, libraries, museums	204.02	195.11	187.51	178.49	163.01	157.56	170.86	147.38	140.89
A-4 Assembly, arenas	240.02	231.11	223.51	214.49	199.01	193.56	206.86	183.38	176.89
B Business	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
E Educational	222.69	214.99	208.81	199.81	186.17	176.74	192.93	162.78	157.80
F-1 Factory and industrial, moderate hazard	125.58	119.68	112.86	108.68	97.37	92.83	104.02	80.23	75.34
F-2 Factory and industrial, low hazard	124.58	118.68	112.86	107.68	97.37	91.83	103.02	80.23	74.34
H-1 High Hazard, explosives	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	N.P.
H234 High Hazard	117.37	111.47	105.65	100.47	90.40	84.87	95.81	73.27	67.37
H-5 HPM	212.46	204.72	197.90	188.18	171.81	165.32	180.77	151.15	144.35
I-1 Institutional, supervised environment	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
I-2 Institutional, hospitals	355.95	348.21	341.39	331.67	314.48	N.P.	324.26	293.82	N.P.
I-2 Institutional, nursing homes	247.27	239.53	232.71	222.99	207.36	N.P.	215.58	186.70	N.P.
I-3 Institutional, restrained	241.59	233.85	227.03	217.31	202.46	194.97	209.90	181.80	173.00
I-4 Institutional, day care facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
M Mercantile	153.55	147.41	141.50	134.53	123.48	119.63	127.88	106.75	102.31
R-1 Residential, hotels	213.59	206.35	200.28	192.29	176.78	171.95	192.54	158.70	154.00
R-2 Residential, multiple family	179.04	171.80	165.73	157.74	143.25	138.43	157.99	125.18	120.47
R-3 Residential, one- and two-family <sup>d</sup>	166.68	162.17	157.99	154.10	149.61	144.19	151.48	138.79	130.58
R-4 Residential, care/assisted living facilities	211.58	204.34	198.27	190.28	175.02	170.20	190.53	156.95	152.25
S-1 Storage, moderate hazard	116.37	110.47	103.65	99.47	88.40	83.87	94.81	71.27	66.37
S-2 Storage, low hazard	115.37	109.47	103.65	98.47	88.40	82.87	93.81	71.27	65.37
U Utility, miscellaneous	89.90	84.75	79.27	75.71	67.97	63.50	72.24	53.83	51.28

- a. Private Garages use Utility, miscellaneous  
b. For shell only buildings deduct 20 percent  
c. N.P. = not permitted  
d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

**Fees Collected for Other Entities or Departments**

ITEM	FEE
Heber Valley Special Service District (HVSSD) - Impact Fee	\$4,190.00
Midway Sanitation District (MSD) - Lateral Inspection Fee	\$100.00
Midway Sanitation District - Sewer Impact Fee	\$2,450.00
Park Impact Fee	\$1,000.00
Public Facilities Deposit	\$1,750.00
Trails Impact Fee	\$806.00
Transportation Impact Fee	\$2,750.00
Water Impact Fee (3/4" meter)	\$2,300.00
Water Impact Fee (1" meter)	\$3,833.00
Water Impact Fee (1.5" meter)	\$7,667.00
Water Impact Fee (2" meter)	\$12,267.00

Water Impact Fee (3" meter)	\$26,833.00
Water Impact Fee (4" meter)	\$76,667.00
The impact fee for meter sizes greater than 4.0 inches shall be determined by the City Engineer on a case-by-case basis.	
Water Meter Installation	\$50.00
WATTS - Line Extension Fee	\$1,500.00

## BUILDINGS

ITEM		FEE		
		RESIDENT	NON-RESIDENT	FILMING
Town Hall – Large Hall / Stage / Kitchen	Cleaning / Damage Deposit (Regular One Day Events)	\$1,000	\$1,000	N/A
	Cleaning / Damage Deposit (Weddings, Multi-Day Events, Filming, and Large Events (250+ People))	\$1,500	\$1,500	\$1,500
	Monday - Thursday	\$350 per day	\$550 per day	\$1,500 per day
	Friday – Saturday	\$550 per day	\$1,500 per day	\$2,500 per day
	Set-Up Day	\$125	\$250	\$1,500
	Take-Down Day	\$125	\$250	\$1,500
Community Center – Large Hall / Stage / Kitchen	Cleaning / Damage Deposit (Regular One Day Events)	\$500	\$500	N/A
	Cleaning / Damage Deposit (Multi-Day Events and Filming)	\$1,000	\$1,000	\$1,000
	Monday – Thursday	\$250 per day	\$450 per day	\$800 per day
	Friday – Saturday	\$400 per day	\$800 per day	\$1,500 per day
	Set-Up Day	\$100	\$200	\$800
	Take-Down Day	\$100	\$200	\$800
Community Center – Conference Room	Damage / Cleaning Deposit	\$200	\$200	\$200
	Monday – Thursday	\$50 per day	\$150 per day	\$200 per day
	Friday – Saturday	\$100 per day	\$200 per day	\$200 per day

## CEMETERY

ITEM		FEE
Administrative Fee (Replace Burial Rights Certificate, Research, Etc.)		\$50
After Hours Charge <sup>5</sup>		\$200 / Hour
Burial Plot (Cremation, Infant, Single, Stacked) <sup>4</sup>	Primary Resident <sup>1</sup>	\$1,000
	Primary Wasatch County Resident <sup>2</sup>	\$1,500
	Non-Resident, Non-Primary Resident <sup>3</sup>	\$5,000
Cremation Niche (Rows 1 and 2)	Primary Resident <sup>1</sup>	\$750
	Primary Wasatch County Resident <sup>2</sup>	\$1,000
	Non-Resident, Non-Primary Resident <sup>3</sup>	\$1,500

Cremation Niche (Rows 3 and 4)	Primary Resident <sup>1</sup>	\$550
	Primary Wasatch County Resident <sup>2</sup>	\$1,100
	Non-Resident, Non-Primary Resident <sup>3</sup>	\$1,650
Cremation Vault		\$300
Disinterment (Adult)		\$2,000
Disinterment (Infant / Cremation)		\$500
Interment (Plot - Adult)		\$1,150
Interment (Cremation Niche)		\$150
Interment (Plot - Infant / Cremation)		\$500
Headstone Placement, Removal, or Inspection		\$100
Transfer of Ownership		\$100
<sup>1</sup> Classified as a person whose primary residence is located within the 84049 zip code. May purchase a maximum of four burial plots.		
<sup>2</sup> Classified as a person whose primary residence is located within Wasatch County. May purchase a maximum of two burial plots.		
<sup>3</sup> Classified as a person whose primary residence is outside of Wasatch County. May purchase a maximum of two burial plots.		
<sup>4</sup> A total of one single adult, two stacked adults, six separate cremated remains, or four infants may be buried on the plot.		
<sup>5</sup> For Interments and disinterment after 3:00 p.m.		
Gravesites purchased previously for which no perpetual care assessment was paid will be charged an addition 60% of the opening and closing fee at the time of burial.		

## ENGINEERING

ITEM	FEE
Engineering Construction Deposit	\$2,000 minimum or 5% of the entire estimate of the construction cost including contingency as determined by the City Engineer, whichever is greater*
* If the amount in the deposit is depleted down to ¼ of the initial amount then all work is put on hold. The hold is in place until the funds are increased to the initial deposit amount or an amount less than the initial amount. This possible lesser amount will be determined by staff based on the project's level of completion.	

## PARKS

ITEM	FEE
Pavilions – Centennial Park, Hamlet Park (North), Hamlet Park (South), Valais Park (East), Valais Park (West)	Resident/non-resident \$25/day
Pavilion – Town Square	Deposit \$250 (Refundable)
	Resident \$50/day
	Non-Resident \$100/day
Centennial or Hamlet Parks (With Vendors, Includes Pavilions)	Deposit (Security/Damage) \$500 (Refundable)*

	Resident/non-resident	\$150/day
Town Square (Without Vendors)	Resident	\$100/day
	Non-Resident	\$200/day
Town Square (With Vendors, Includes Pavilion)	Deposit (Security/Damage)	\$500 (Refundable)*
	Resident/non-resident	\$250/day
* Required and must be paid within 24 hours of the event.		

## PLANNING AND ZONING

ITEM		FEE
Administrative Decision Appeals		\$100
Annexation	Application	\$1,000 (5 acres or less) or \$200/acre (Over 5 acres).
	Legal and Engineering Review Deposit	\$100/acre* (\$1,000 minimum and \$10,000 maximum).
Annexation Agreement Amendment	Application	\$1,000 + \$100/lot or unit that is amended
	Legal and Engineering Review Deposit	\$1,000*
Board of Adjustment Application Fee/Variance		\$500 + \$.50 per letter + Costs
Business Licenses	Business/Event License - Swiss Days/Swiss Christmas	\$3,000.00
	Business License	\$65.00
	Temporary Business License	\$65.00
	Festival Market Business License Application Fee	\$50.00
	Festival Market Business License - 3rd Party Vendor Fee (Paid by the business owner for each 3rd party vendor). For the Thursday, Friday, or Saturday of the Labor Day Weekend commonly falling the last week of August or the first week of September each year.	\$50/day
	Festival Market Business License - 3rd Party Vendor Fee (Paid by the business owner for each 3rd party vendor). For all days except the Thursday, Friday, or Saturday of the Labor Day Weekend commonly falling the last week of August or the first week of September each year.	\$5/day
	Food Truck Business License - Per Occurrence (Paid by sponsoring business) or	\$50.00
	Food Truck Business License - Yearly (Paid by sponsoring business)	\$200.00
	Restaurant Business License	\$115.00
	Commercial Retail License for store 5,000+ square feet of floor space	\$165.00
	Hotel Business License \$3.00 per unit – Minimum of \$75 and Maximum of \$400	\$75 - \$400
	Class A Beer License	\$450.00
	Class B Beer License	\$450.00

	Class C Beer License	\$550.00
	Solicitor License	\$65.00 + \$1,000 bond
	Late Fee on Unpaid Business Licenses up to 30 days late	\$0.50
	License Fee + 100% late fee on unpaid licenses Over 30 days but less than 6 months	\$1.00
	Unpaid licenses over six months – Businesses must reapply, pay required fees, and obtain new inspections	\$65.00
	Special Event Application Fee	\$75.00
	Special Event Recurring Fee - per each instance of a Special Event	\$50.00
	Special Event Liquor License	\$100.00
	Transient Rental Inspection Trip Fee	\$30.00
	Transient Lodging Unit Rental	\$100.00
	Transient Lodging Unit Rental - Condominium Hotel ("Hotel" in plat title and no kitchen facilities)	\$15.00
Conditional Use Permit	Application	\$500 + \$.50 per letter + Costs
	Legal and Engineering Review Deposit	\$1,000* (Required at staff's discretion)
Development Agreement Amendment	Application	\$1,000 + \$100/lot or unit that is amended
	Legal and Engineering Review Deposit	\$1,000*
Development Review Committee (DRC)	To be subtracted from preliminary application once submitted for review	\$100.00
Disconnection	Application	\$500 (5 acres or less) or \$100/acre (Over 5 acres).
	Legal and Engineering Review Deposit	\$50/acre* (\$500 minimum and \$5,000 maximum).
General Plan Amendment		\$1,000 + Costs
Historic Building Permit		\$200 + Costs
Land Use Reviews by City Council (Miscellaneous)	Application	\$100.00
	Legal and Engineering Review Deposit	\$500* (Required at staff's discretion)
Land Use Verification		\$100.00
Lot Boundary Adjustment		\$100.00
Lot of Record Determination		\$300.00
Master Plan Amendment	Application	\$1,000 + \$100/lot or unit that is amended
	Legal and Engineering Review Deposit	\$1,000*
Miscellaneous Services (Waived for entities with a 501(C)(3) designation)		\$100 + Costs
Parking Stall Lease (Public)		\$250/annually (Prorated for first year)
Phased Development Planning**	Concept	\$500/meeting
	Master Plan Review	\$1,000 minimum or \$100/lot or unit
	Legal and Engineering Review Deposit (Master Plan Review)	Master Plan Review - \$2,000 minimum or \$400/lot or unit whichever is greater - \$20,000 maximum*
Plat Amendment	Application	\$250 + \$.50 per letter + Costs

	Legal and Engineering Review Deposit	\$1,000* (Required at staff's discretion)
Pre-Application Meeting		\$75/hr. after the first hour (Required at staff's discretion)
Plat Approval Extension	For each year extension is requested	\$150.00
Profession Review Deposit	Required for any application that requires legal and engineering review (unspent deposit funds)	\$500 unless determined differently by staff*
Residential Treatment Facilities and Elderly Care Facilities	Application	\$2,000
	Legal and Engineering Review Deposit	\$1,000*
Residential Treatment Facilities and Elderly Care Facilities (Special Accommodations)	Application	\$2,000
	Legal and Engineering Review Deposit	\$1,000*
Resort Planning**	Concept	\$500/meeting
	Master Plan Review	\$20,000 minimum or \$100/EU whichever is greater
	Legal and Engineering Review Deposit (Master Plan Review)	\$20,000 or \$100/EU whichever is greater*
	Legal and Engineering Review Deposit (Preliminary)	\$2,000 minimum or \$400/lot or unit whichever is greater - \$20,000 maximum*
	Legal and Engineering Review Deposit (Final)	\$2,000 minimum or 400/lot or unit whichever is greater* - only if staff determines it is necessary based on funds that remain in account after preliminary
Sewer Board Fees / unit or lot for preliminary		\$30.00
Sewer Board Fees / unit or lot for final		\$15.00
Signs	Permit	\$50.00
	Fine/Retrieval Fee for Illegally Placed Signs	\$25.00
Site Plans		\$600.00 or \$150.00 per unit/unit, whichever is greater
Site Plans: Amendment Application Fee	Application fee for site plan amendment approval.	\$300.00
Site Plans: Application Fee	Application fee for site plan approval.	\$300.00
Site Plans with Units: Application Fee Per Unit/Lot	Per unit/lot application fee for site plan approval.	\$150.00
Site Plans with Units: Base Application Fee	Base application fee for site plan approval, if greater than per unit/lot fee.	\$600.00
Special Use Permit	Application	\$1,000 + \$.50 per letter + Costs
	Legal and Engineering Review Deposit	\$5,000* (Required at staff's discretion)
Subdivision Planning (No new roads)	Preliminary	\$300/lot or unit
	Final	\$150/lot or unit
	Legal and Engineering Review Deposit (Preliminary)	\$500 minimum or \$200/lot or unit whichever is greater*
	Legal and Engineering Review Deposit (Final)	\$500 minimum or \$200/lot or unit whichever is greater* - only if staff determines it is necessary based on funds that remain in account after preliminary
	Concept	\$500/meeting

Subdivision Planning (New roads)	Preliminary	\$300/lot or unit
	Final	\$100/lot or unit
	Legal and Engineering Review Deposit (Preliminary)	\$2,000 minimum or \$400/lot or unit whichever is greater* - \$20,000 maximum
	Legal and Engineering Review Deposit (Final)	\$2,000 minimum or 400/lot or unit whichever is greater* - only if staff determines it is necessary based on funds that remain in account after preliminary
Town Architect		\$200/hr. (2 hours maximum)
Zone Compliance		\$100
Zone Text Change Request	Application fee for zone text change request.	\$1,000.00 plus legal and/or technical fees incurred by the City to service the application
Zoning Change Request	Application fee for zoning change request up to one acre, plus 250.00 per acre	\$400.00, up to one acre, plus \$250. per acre beyond one acre
Zoning Map		\$3.00
* If the amount in the deposit is depleted down to ¼ of the initial amount then all review is put on hold. The hold is in place until the funds are increased to the initial deposit amount or an amount less than the initial amount. This possible lesser amount will be determined by staff based on the project's level of completion. Prior to recording payment of fees must be current.		
** Each phase then must be processed through the Preliminary and Final approval process as listed in the Subdivision (new roads) section of this chart.		

## PUBLIC SAFETY

ITEM		FEE
Dog Licenses (All fees collected are paid quarterly to Heber City)	Traditional (Not spayed or neutered; per dog; non-transferable)	\$25/year
	Traditional (Spayed or neutered; per dog; non-transferable)	\$20/year
	Lifetime (Spayed or neutered; per dog; non-transferable)	\$40
	Lifetime (Not spayed or neutered; per dog; non-transferable)	\$60
	Lifetime licenses are good for 3 years or when the rabies shot expires. At the time proof of rabies needs to be brought in and a new tag will be issued for \$5. If this tag is purchased, they will be able to renew the license when the dog is vaccinated instead of needing to do it yearly.	

## PUBLIC WORKS / USE OF EQUIPMENT

(1 employee supplied with equipment unless otherwise specified)

ITEM	FEE
1 Ton Truck w/dump	\$46.70
Air Compressor	\$38.55
Application Fee	\$50.00
Backhoe - Includes One Employee	\$75.00
Bucket Truck	\$114.00

Cleaning Services	\$31.00/hr.
Code Enforcement	\$31.00/hr.
Generator	\$15.00
Ground Crew	\$31.00/hr.
Hydraulic Truck	\$55.50
Mini-Excavator	\$75.00
Misc. Vehicle	\$70.00
Personnel	\$31.00/hr.
Pressure Washing	\$40.00
Pressure Washing - Pre-Event - Includes One Employee	\$40.00
Restroom Cleaning	\$15.00
RTV	\$70.00
Set Up and Take Down of Load Zones	\$31.00/hr.
Small Loader	\$66.10
Snow Blower Attachment	\$131.55
Snowplow	\$96.30
Street Mechanical Sweeper	\$137.50
Street Mechanical Sweeper - Pre-Event	\$137.50
Street Vacuum Sweeper	\$137.50
Street Vacuum Sweeper - Pre-Event	\$137.50
Traffic Control Candles/Each/Per Day	\$0.60
Traffic Control Cones/Each/Per Day	\$0.60
Traffic Control Sign Stands/Each/Per Day	\$2.50
Traffic Control Signs/Each/Per Day	\$1.50
Trash Bags	\$1.00
Trash Removal	\$31.00/hr.
Trash Removal on City Property	\$31.00/hr.
Vacuum Trailer - Includes Two Employees	102.00/hr.

## TAXES

ITEM	FEE
Franchise Fees	Determined by agreement
Highway Sales & Use Tax	0.30%
Municipal Energy Sales & Use Tax	6.00%
Municipal Sales & Use Tax	1.00%
Municipal Telecommunications License Tax	3.50%
Municipal Transient Room Tax	1.00%
Property Tax	Established annually
Resort Communities Sales & Use Tax	1.10%

## WATER

Meter Size (Inches)	Allowed Usage (Gallons/Month)	Rate	Overage	
			0 – 5,000 gallons	5,000+ gallons
¾	10,000	\$28	\$3.73 per 1,000 gallons	\$4.67 per 1,000 gallons
1	20,000	\$56		
1 ½	40,000	\$112		
2	70,000	\$196		
3	160,000	\$448		
4	300,000	\$840		
6	640,000	\$1,792		

ITEM		FEE
CF	IRRIGATION CONVERSION FEE - assessed by Midway Irrigation. Fee is collected & passed through to Midway Irrigation.	
Connection Fee	¾ inch meter	\$1,300
	1 inch meter	\$1,600
	1 ½ inch meter	\$3,200
	2 inch meter	\$3,600
	Other sizes based on actual cost	
Connection Petition	Application	\$250
	Legal and Engineering Review Deposit	\$500 *
Excavation Permit	Administrative, Engineering, and Inspections (Includes 4 inspections)	\$500
Fire Hydrant Use	Deposit	\$2,000
	Rental charged for using fire hydrant, valve, and meter (6 days per week)	\$10/day
	Charge for water used	\$0.02/gallon
MC	METER COST - set by ordinance based on Meter Size	
PB	PRIOR BALANCE	
PF – Alpenhof	PUMPING FEE - Operating & Maintenance costs	\$8/month
PF – Homestead Zone	PUMPING FEE - Operating & Maintenance costs	\$3/month
Re-Connection Fee	To resume service after first termination	\$25
	To resume service after second or subsequent terminations	\$400
System Enhancement Fee	One-time cost for Water System Development (Transportation, Treatment and Storage)	\$11,500
WA	WATER - fee set by ordinance	
Water Board – Application Fee		\$25/unit or lot
Water Lease	Annual Cost	\$400/year
WL	WATER LEASE per lease agreement	

\* If the amount in the deposit is depleted down to ¼ of the initial amount then all review is put on hold. The hold is in place until the funds are increased to the initial deposit amount or an amount less than the initial amount. This possible lesser amount will be determined by staff based on the project's level of completion. Prior to recording payment of fees must be current.

## Exhibit B



## Town Hall Reservation Application and Fee Schedule\*

*Please read this agreement carefully. As the renter you are legally responsible for the building use and the activities of your group.*

- Applications are accepted up to 183 calendar days in advance. Applications must be submitted at least one week prior to reservation date. Payment is due at the time of application. No building rentals on Sundays.
  - Midway residents are not allowed to rent buildings for people who are non-Midway residents.
  - ID will be required.
- The applicant is responsible for scheduling a building walk-thru prior to reservation date. Keys will only be issued to the applicant.

	FEE SCHEDULE
	Large Hall/Stage/Kitchen
Midway Resident	\$350 daily rate/\$75 per day discounted rate up to 2 consecutive days. *
Non-Midway Resident	\$550 daily rate/\$100 per day discounted rate up to 2 consecutive days. *
	*For every 1-day rental at the regular rate, you can rent up to 2 consecutive days at the discounted rate

**\$500 Damage/Cleaning Deposit Required**  
**Some events may require a \$1000 Damage/Cleaning Deposit**

I am the renter and will be at the event ☐ I am a Midway resident ☐ I am not a Midway resident ☐

Dates Requested \_\_\_\_\_

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

Address \_\_\_\_\_

Description/Type of Event \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_

Email \_\_\_\_\_

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

**Town Hall maximum occupancy: Standing 525**

**Seated 375**

**With tables and chairs 250**

**Please check all that apply:**

Kitchen ☐ Tables ☐ Chairs ☐ Piano (\$25 fee) ☐ Microphone (\$25 fee) ☐ Microphone Stand ☐  
Theater Lighting ☐ Theater Lighting Override of Preset System (must sign additional form) ☐

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 that I am responsible for scheduling a pre-rental building walk-thru  
and key pickup prior to my reservation date \_\_\_\_\_

(Signature)

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

(Signature)

\*Fee reduction or waiver may apply for non-profit, charitable events or events free to the public. If you think you may qualify, please request a Fee Reduction/Waiver application. **Only full daily rates will be eligible for the fee reduction.**



**Midway**

## **FACILITIES USE AGREEMENT**



# Town Hall & Community Center Rental 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 buy 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 7 AM and 11 PM (the “Event Date”) only or other assigned times made by the City.
3. Access and Event Times: The Facility access and use must be within the time specified above. Events must end by 10 pm. 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. Facility Use Fee, and Damage/Cleaning Deposit: User 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 in order to secure a reservation. User agrees to pay to City a Damage/Cleaning Deposit of \$ \_\_\_\_\_, by \_\_\_\_\_ (date). Once the deposit is paid a programmable key fob will be issued. If either the Facility Use Fee or the Damage/Cleaning Deposit is not timely received by the City, this Agreement shall be automatically void and User shall have no right to use the Facility.
5. Cancellation Policy: Cancellations must be received in writing at least **30** business days prior to the Event Date to be eligible for a refund of fees. Cancellations made after 30 days prior to an event will forfeit the use fee payment.
6. Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party for the User.
7. User’s Obligations: (You must initial on each line indicating you have read each item)
  - \_\_\_\_\_ 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. In the event the Cleaning and repairs exceed the deposit amount the City has the right to collect the additional costs from the User.

- \_\_\_\_\_ c. Please be aware that the glockenspiel clock in Town Hall goes off every 30 minutes and will not be turned off. Regardless of the event being held.
- \_\_\_\_\_ d. 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.
- \_\_\_\_\_ e. Unsupervised Minors: Unsupervised minors (persons under the User/City age of 18) are not permitted at the User's Event.
- \_\_\_\_\_ f. 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.
- \_\_\_\_\_ g. 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 24 hours 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.

- \_\_\_\_\_ h. 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.
  - \_\_\_\_\_ i. 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.
  - \_\_\_\_\_ j. Decorations: Decorations may not be placed in a manner that User/City will damage the Facility. No nails, duct tape, tacks, etc. No glitter or confetti.
  - \_\_\_\_\_ k. 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.
  - \_\_\_\_\_ l. 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.
  - \_\_\_\_\_ m. Alcohol: Alcohol is prohibited in the Facility.
8. 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.
9. Right to Enter: City reserves the right to enter and inspect the Facility at any time for any purpose during the Event. City staff may monitor the building use at any time during an Event. User shall follow all directives from City staff.
10. 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.

11. No Assignment or Subletting: This Agreement is non-assignable and non-transferrable.
12. 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.
13. 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.
14. Termination/Cancellation: This Facilities Use Agreement is granted subject to the terms, conditions and restrictions set forth herein and contained in the attached Addenda. The 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. Time is of the Essence: The Parties expressly agree that time is of the essence in all provisions of this Agreement.
20. Access: Access to the Facility shall be controlled by City staff. Under no circumstances will the User give any key, access code or other means of access to anyone. City staff shall at all times control the locking and unlocking of the building.
21. 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: _____
-----------	-------------



## **FACILITIES USE AGREEMENT**

### **“HOLD HARMLESS” ADDENDUM**

User and City have entered into a Facilities Use Agreement dated \_\_\_\_\_ for use of:

\_\_\_\_\_ (describe Facility to be used) on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_). This Addendum provides additional terms and conditions that apply to User’s use of the Facility.

This Hold Harmless Agreement is a condition of the use of a Facility owned by Midway City. No use of any Midway City property by User shall be permitted without this Agreement being fully executed by the Parties.

#### **AGREEMENT**

I, \_\_\_\_\_, as User of the Facility, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Midway City as a condition of my use of Midway City facilities.

\_\_\_\_\_ (initials)

I hereby agree to 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.

\_\_\_\_\_ (initials)

This Indemnification and Hold Harmless agreement also covers the actions of any third party invitees, contractors (including, but not limited to caterers, musicians, performers, vendors, etc.)

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.

\_\_\_\_\_ (initials)

THE CITY IS NOT LIABLE FOR ANY ACT OF ANY FOOD PROVIDER OR CATERER INVITED BY THE USER. User agrees to make sure that the Caterer or Food Vendor has the appropriate training, permits and licenses to legally provide the service that the User has contracted for. Caterer, its owners, employees, agents or volunteers, shall be considered invitees of the User. User is solely responsible for the safe and sanitary food service provided by the Caterer or Food Vendor.

\_\_\_\_\_ (initials)

As User of the Facility, I agree to obtain and maintain during the course of the event, insurance as required by the Facilities Use Agreement.

\_\_\_\_\_ (initials)

I understand that the sole exception to my obligation 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, its elected officials, officers, employees or agents.

\_\_\_\_\_ (initials)

I have authority to sign this document and bind the User to this Agreement.

\_\_\_\_\_ (initials)

**Voluntarily agreed to by User this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**User**



Midway

### Building Lock / Unlock Agreement\*

☐

Town Hall

☐

Community Center

Unlock time \_\_\_\_\_

Lock time \_\_\_\_\_

- For multiple day rentals please list days and times below.
- Any changes to the above schedule must be made one week prior to the event.
- **An adult (21 years of age or older) must remain in the building during the entire time it is scheduled to be unlocked.**

Multiple Day Lock/Unlock Time Schedule:

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

### Event Banners

☐

I would like to have banners displayed for my event. Banners must be approved by City Staff and follow the City event banner code. Events are allowed a total of three (3) banners to be displayed and will be installed by city staff only.

### Building Equipment Use Agreement

- Tables and chairs are provided in each building, as the renter you are responsible for the set up and take down of any tables and chairs. **If tables and chairs are not replaced in the manner they were found, a fee will be charged and deducted from the rental deposit.**

Town Hall has approximately 350 chairs.  
12 – 60in round tables and 12 - 8ft tables.  
Community Center has approximately 80 chairs.  
8 – 60in round tables and 10 -8ft tables.

- Microphone needed (\$25 fee required)

☐

Yes

☐

No

If yes, the renter will pick up the microphone.

Date \_\_\_\_\_

Return Date \_\_\_\_\_

- Town Hall piano needed (\$25 fee required)

☐

Yes

☐

No

The piano is placed on the main floor only.

The piano is tuned yearly in August.

Piano is not to be moved by anyone else but a city employee.

**\*I understand that all City buildings are locked and unlocked by electronic controls, and the access card provided to me will not unlock/lock doors. I agree to provide City staff the times that I want the building doors to be electronically unlocked and then re-locked for my event.**

**Midway City Staff hours are Monday thru Thursday 7:30am to 5:30pm**

**A \$50 fee will be withheld from your deposit if staff is needed outside of regular business hours due to arrangements not being made in advance by the renter.**

**I have read and accept this Agreement**

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Community Center Reservation Application and Fee Schedule\*

*Please read this agreement carefully. As the renter you are legally responsible for the building use and the activities of your group.*

**Midway**

- Reservations are accepted up to 183 calendar days in advance. Reservations must be made at least 1 week before the rental date. Payment is due at the time of application. No Sunday rentals.
- Midway residents are not allowed to rent buildings for people who are non-Midway residents.
  - Building access and keys will only be issued to the person listed as the applicant.
    - ID will be required.
- Applicant is responsible to arrange building walk-thru prior to reservation dates. Keys will only be issued to applicant.

	FEE SCHEDULE		
	Large Hall/Stage/Kitchen	Conference Room	Classroom
Midway Resident	\$200 daily rate/\$50 per day discounted rate up to 2 consecutive days. *	\$50 daily rate	\$30 daily rate
Non-Midway Resident	\$300 daily rate/\$100 per day discounted rate up to 2 consecutive days. *	\$100 daily rate	\$75 daily rate

\*For every 1-day rental at the regular rate, you can rent up to 2 consecutive days at the discounted rate.

**\$500 Damage/Cleaning Deposit Required.**

**Some events may require a \$1000 Damage/Cleaning Deposit**

I am the renter and will be at the event ☐

I am a Midway resident ☐

I am not a Midway resident ☐

Dates Requested \_\_\_\_\_

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

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Description/Type of Event \_\_\_\_\_

Email \_\_\_\_\_

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

**Community Center maximum occupancy: Large Hall Standing 170. With tables and chairs 80.**

**Conference Room Seated: 30. With table and chairs 18. Classroom Seated: 10-12.**

**Please check all that apply:**

Large Hall ☐ Kitchen ☐ Conference Room 1 ☐ Conference Room 2 ☐ Classroom 1 ☐

Microphone (\$25 fee) ☐ Microphone Stand ☐

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)

I understand that I am responsible for scheduling a pre-rental building walk thru and key pickup prior to my rental date \_\_\_\_\_

(Signature)

\*Fee reduction or waiver may apply for non-profit, charitable events or events free to the public. If you think you may qualify, please request a Fee Reduction/Waiver application. **Only daily rate fees will be eligible for fee reduction.**



**Midway**

## **FACILITIES USE AGREEMENT**



# Town Hall & Community Center Rental 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 buy 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 7 AM and 11 PM (the “Event Date”) only or other assigned times made by the City.
3. Access and Event Times: The Facility access and use must be within the time specified above. Events must end by 10 pm. 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. Facility Use Fee, and Damage/Cleaning Deposit: User 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 in order to secure a reservation. User agrees to pay to City a Damage/Cleaning Deposit of \$ \_\_\_\_\_, by \_\_\_\_\_ (date). Once the deposit is paid a programmable key fob will be issued. If either the Facility Use Fee or the Damage/Cleaning Deposit is not timely received by the City, this Agreement shall be automatically void and User shall have no right to use the Facility.
5. Cancellation Policy: Cancellations must be received in writing at least **30** business days prior to the Event Date to be eligible for a refund of fees. Cancellations made after 30 days prior to an event will forfeit the use fee payment.
6. Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party for the User.
7. User’s Obligations: (You must initial on each line indicating you have read each item)
  - \_\_\_\_\_ 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. In the event the Cleaning and repairs exceed the deposit amount the City has the right to collect the additional costs from the User.

- \_\_\_\_\_ c. Please be aware that the glockenspiel clock in Town Hall goes off every 30 minutes and will not be turned off. Regardless of the event being held.
- \_\_\_\_\_ d. 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.
- \_\_\_\_\_ e. Unsupervised Minors: Unsupervised minors (persons under the User/City age of 18) are not permitted at the User's Event.
- \_\_\_\_\_ f. 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.
- \_\_\_\_\_ g. 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 24 hours 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.

- \_\_\_\_\_ h. 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.
  - \_\_\_\_\_ i. 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.
  - \_\_\_\_\_ j. Decorations: Decorations may not be placed in a manner that User/City will damage the Facility. No nails, duct tape, tacks, etc. No glitter or confetti.
  - \_\_\_\_\_ k. 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.
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8. 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.
9. Right to Enter: City reserves the right to enter and inspect the Facility at any time for any purpose during the Event. City staff may monitor the building use at any time during an Event. User shall follow all directives from City staff.
10. 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.

11. No Assignment or Subletting: This Agreement is non-assignable and non-transferrable.
12. 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.
13. 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.
14. Termination/Cancellation: This Facilities Use Agreement is granted subject to the terms, conditions and restrictions set forth herein and contained in the attached Addenda. The 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. Time is of the Essence: The Parties expressly agree that time is of the essence in all provisions of this Agreement.
20. Access: Access to the Facility shall be controlled by City staff. Under no circumstances will the User give any key, access code or other means of access to anyone. City staff shall at all times control the locking and unlocking of the building.
21. 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: _____
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## **FACILITIES USE AGREEMENT**

### **“HOLD HARMLESS” ADDENDUM**

User and City have entered into a Facilities Use Agreement dated \_\_\_\_\_ for use of:

\_\_\_\_\_ (describe Facility to be used) on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_). This Addendum provides additional terms and conditions that apply to User’s use of the Facility.

This Hold Harmless Agreement is a condition of the use of a Facility owned by Midway City. No use of any Midway City property by User shall be permitted without this Agreement being fully executed by the Parties.

#### **AGREEMENT**

I, \_\_\_\_\_, as User of the Facility, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Midway City as a condition of my use of Midway City facilities.

\_\_\_\_\_ (initials)

I hereby agree to 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.

\_\_\_\_\_ (initials)

This Indemnification and Hold Harmless agreement also covers the actions of any third party invitees, contractors (including, but not limited to caterers, musicians, performers, vendors, etc.)

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.

\_\_\_\_\_ (initials)

THE CITY IS NOT LIABLE FOR ANY ACT OF ANY FOOD PROVIDER OR CATERER INVITED BY THE USER. User agrees to make sure that the Caterer or Food Vendor has the appropriate training, permits and licenses to legally provide the service that the User has contracted for. Caterer, its owners, employees, agents or volunteers, shall be considered invitees of the User. User is solely responsible for the safe and sanitary food service provided by the Caterer or Food Vendor.

\_\_\_\_\_ (initials)

As User of the Facility, I agree to obtain and maintain during the course of the event, insurance as required by the Facilities Use Agreement.

\_\_\_\_\_ (initials)

I understand that the sole exception to my obligation 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, its elected officials, officers, employees or agents.

\_\_\_\_\_ (initials)

I have authority to sign this document and bind the User to this Agreement.

\_\_\_\_\_ (initials)

**Voluntarily agreed to by User this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**User**



Midway

### Building Lock / Unlock Agreement\*

☐

Town Hall

☐

Community Center

Unlock time \_\_\_\_\_

Lock time \_\_\_\_\_

- For multiple day rentals please list days and times below.
- Any changes to the above schedule must be made one week prior to the event.
- **An adult (21 years of age or older) must remain in the building during the entire time it is scheduled to be unlocked.**

Multiple Day Lock/Unlock Time Schedule:

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

Date \_\_\_\_\_ Unlock time \_\_\_\_\_ Lock time \_\_\_\_\_

### Event Banners

☐

I would like to have banners displayed for my event. Banners must be approved by City Staff and follow the City event banner code. Events are allowed a total of three (3) banners to be displayed and will be installed by city staff only.

### Building Equipment Use Agreement

- Tables and chairs are provided in each building, as the renter you are responsible for the set up and take down of any tables and chairs. **If tables and chairs are not replaced in the manner they were found, a fee will be charged and deducted from the rental deposit.**

Town Hall has approximately 350 chairs.

12 – 60in round tables and 12 - 8ft tables.

Community Center has approximately 80 chairs.

8 – 60in round tables and 10 -8ft tables.

- Microphone needed (\$25 fee required)

☐

Yes

☐

No

If yes, the renter will pick up the microphone.

Date \_\_\_\_\_

Return Date \_\_\_\_\_

- Town Hall piano needed (\$25 fee required)

☐

Yes

☐

No

The piano is placed on the main floor only. The piano is tuned yearly in August.

Piano is not to be moved by anyone else but a city employee.

\*I understand that all City buildings are locked and unlocked by electronic controls, and the access cards provided to me will not unlock/lock doors. The renter must provide the times that they want the building doors to be electronically unlocked and then re-locked for their event.

**Midway City Staff hours are Monday thru Thursday 7:30am to 5:30pm**

**A \$50 fee will be withheld from your deposit if staff is needed outside of regular business hours due to arrangements not being made in advance by the renter.**

**I have read and accept this Agreement**

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Fee Reduction / Waiver Application

***Fee reduction or waived is approved by The Mayor & City Council. You will be notified in approximately 2 weeks.  
Only full daily rates are eligible for fee reduction.***

Name of organization: \_\_\_\_\_ Date of Event (s): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address of Organization: \_\_\_\_\_

City & Zip: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Is this event held by an organization or resident of Midway City? \_\_\_\_\_ 501C3 # \_\_\_\_\_

### Please check all that apply:

This is a charitable event: ☐ This event is open to public: ☐ This event supports arts: ☐ This event supports sports: ☐  
(80% or more proceeds go to charity) This event supports health & wellness: ☐ This event supports education: ☐

Is there a fee to attend: \_\_\_\_\_ If yes, what is the fee? \_\_\_\_\_

If public, how is it marketed to the Community? \_\_\_\_\_

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

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

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

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

**Description of Event: (please use back of application if needed)**

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

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

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

☐ Fee Reduced to \_\_\_\_\_

☐ Fee Waived

☐ Does Not Qualify

☐ Reimbursement from TAP funds