CITY COUNCIL MEETING

Thursday, October 03, 2024 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, October 03, 2024. The proposed agenda is as follows:

1. ROLL CALL

2. CALL TO ORDER

3. WELCOME

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. APPROVAL OF MINUTES

7. AGENDA ADOPTION

8. PUBLIC COMMENT

9. SCHEDULED DELEGATIONS

A. **Gary Ferrin – Wapiti Bluff Estates HOA President** - To request the dissolution of Wapiti Bluff Estates Home Owners Association.

B. **Chad Wright, Nibley Director of Recreation** - To discuss the Nibley/Hyrum recreation partnership and County Recreation Committee progress.

10. INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES

A. **Ordinance 24-10** - An ordinance amending Section 9.40.070 Public Property - Loitering or Trespassing Upon of Chapter 9.40 Offenses relating to Title 9 Public Peace, Morals, and Welfare of the Hyrum City Municipal Code to update City property names and addresses.

B. **Resolution 24-35** - A resolution amending the Hyrum City CCC Campground Rental Fee and Deposit Schedule, and Rental Application and Contract.

C. **Resolution 24-36** - A resolution amending the Hyrum City Left Hand Campground Rental Fee and Deposit Schedule, and Rental Application and Contract.

D. **Resolution 24-37** - A resolution amending the Hyrum City Canyon Campground Rental Fee and Deposit Schedule, and Rental Application and Contract.

E. **Resolution 24-38** - A resolution amending the Hyrum City Canyon Lodge Rental Fee and Deposit Schedule, and Rental Application and Contract.

F. **Resolution 24-39** - A resolution amending the Hyrum Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract.

G. **Resolution 24-40** - A resolution amending the Elite Hall Rental Fee and Deposit Schedule, and Rental Application and Contract.

11. OTHER BUSINESS

A. Consideration and appointment to the Hyrum Planning Commission.

B. Consideration and appointment of a Youth Council Advisor.

C. Mayor and City Council reports.

12. ADJOURNMENT

_____

Stephanie Fricke
City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **30th day of September, 2024**. Stephanie Fricke, MMC, City Recorder.

ORDINANCE 24-10

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Title 9 of the Hyrum City Municipal Code sets forth those regulations pertaining to public peace, morals, and welfare, along with the classification of those offenses by or against minors including curfew; and

WHEREAS, Section 9.40.070 prohibits any person to loiter or trespass during non-business hours upon public property owned by Hyrum City; and

WHEREAS, City Staff has reviewed and is recommending amending Section 9.40.070 to update city property with current names and addresses.

NOW, THEREFORE, the City Council of Hyrum City, Cache County, State of Utah, hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING SECTION 9.40.070 PUBLIC PROPERTY – LOITERING OR TRESPASSING UPON OF CHAPTER 9.40 OFFENSES RELATING TO PROPERTY OF TITLE 9 PUBLIC PEACE, MORALS, AND WELFARE OF THE HYRUM CITY MUNICIPAL CODE TO UPDATE CITY PROPERTY NAMES AND ADDRESSES.

BE IT ORDAINED by the City Council of Hyrum City, Cache County, State of Utah, as follows:

1. Section 9.40.070 of Title 9 of the Hyrum City Municipal Code is hereby amended to read as follows:

9.40.070 Public Property-Loitering Or Trespassing Upon

A. It is unlawful for any person to loiter or trespass during non-business hours, as herein defined, upon public property owned by Hyrum City, including city offices, the library building, ~~parks, cemetery~~ and surrounding properties adjacent to public buildings owned by the city, unless such person is on the property for lawful business purposes, i.e., to attend meetings or events that may be scheduled by city officials or

other authorized persons having business in the building or upon the property.

B. The term "city property," as used in this section, means the area where the city hall is located at 60 West Main including the area surrounding it, ~~the park,~~ the city shops~~,~~ and the fire station. Additional "city properties" are located ~~Locations are~~ as follows:

1. Fire station: ~~25~~ 30 North ~~First~~ 100 West. ~~and 83 West Main Street;~~

~~2. East Park: between Park Avenue (675 East) and 800 East and between Main and Park Drive;~~

~~3~~2. Hyrum City cemetery: between ~~5th~~ 500 East and ~~6th~~ 600 East and between ~~1st~~ 100 North and Main and its associated maintenance yard between 600 East and Park Avenue;

~~4~~3. Hyrum ~~cultural building 290 South Center~~ public works yards: various locations;

~~5~~4. Elite dancehall: ~~88 North Main~~ 98 West Main;

~~6~~5. Hyrum wastewater treatment plant: ~~810 West 700 North~~ 865 North 900 West;

~~7. Hyrum power plants and park: Seven and one-half miles up including those located in Blacksmith Fork Canyon;~~

~~8~~6. Hyrum City Senior Center: ~~at~~ 695 East Main Street;

~~9 Hyrum City campgrounds, parks, and trails; and~~

7 . Hyrum City Library, Museum, Court and Council Chambers: 50 West Main;

~~10~~8. Any other property that comes under the jurisdiction of the city.

C. The previously described properties are closed to the public during non-business hours. No person shall trespass upon the public property from the hours of seven p.m. daily until regular business hours of the next business day, or on Saturdays, Sundays or legal

holidays, with the exception ~~of the power plant park up Blacksmith Fork Canyon~~, ~~the city square, picnic areas, and where~~ when other reservations ~~may~~ have been made or as otherwise approved by City Council.

D. Parks, trails and the cemetery close at dark. The exception are the rodeo grounds, baseball diamonds, tennis courts, pickleball courts, and sledding hill at Salt Hollow Park, when being used with lights until 10:30 p.m..

~~D~~E. Any peace officer of Hyrum City is authorized to enforce the provisions of this section and make arrests for any violations thereof.

~~E~~F. It is unlawful for any person to fail to comply with the lawful order of any peace officer to move from such public properties as herein defined.

~~F~~G. It is unlawful for any person to remain on such public properties during the time it is declared to be closed for public usage except as provided herein.

2. REPEALER. All ordinances, resolutions, and regulations of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

4. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

5. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 19th day of September, 2024.

HYRUM CITY

BY:_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

Posted:_____

RESOLUTION 24-35

A RESOLUTION AMENDING THE HYRUM CITY CCC CAMPGROUND RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns property at the mouth of Blacksmith Fork Canyon known as the CCC Camp; and

WHEREAS, the CCC Camp property's primary purpose is to ensure the protection, operation, and compliance with Hyrum City's Water Source Protection Plan for Hyrum City's Culinary Water Sources Well #3 and #4; and

WHEREAS, as a secondary use of the property Hyrum City operates a small campground on the CCC Camp property which is mainly used by individuals or small groups for overnight camping; and

WHEREAS, a rental and deposit fee for the use of the CCC Campground is necessary to recoup Hyrum City's costs to reserve the property; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and Hyrum City's drinking water sources; and

WHEREAS, Hyrum City's top two potential contamination sources listed in the Water Source Protection Plan for this property are: 1. Accidental spillage into the river; and 2. Recreation use along the river (contamination includes fuel, oil, human and pet waste, garbage, etc.); and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City CCC Campground Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the CCC Campground.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City CCC Campground Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "CCC Campground Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective as of January 1, 2025.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

CCC CAMPGROUND RENTAL APPLICATION AND CONTR

Approved 07-01-2020

$1,000.00 FINE FOR RESERVING PROPERTY FOR INCORRECT USE OR A USE NOT ALLOWED

NAME: _____

DATES: _____ **SITE(S):** _____

DATES: _____ **SITE(S):** _____

PHONE NUMBER: _____

RATE FOR ONE CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $10.00	☐ Rental Fee $20.00
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

- No more than 2 sites can be reserved more than once in a month

RATE FOR ENTIRE CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $150.00	☐ Rental Fee $300.00
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

- Entire Campground must be reserved for Family Reunions / Ward or Company Parties
- Porta Potty must be brought in and paid for by Renter **Initial** _____
- Entire Campground Rental can be reserved one time a year

$1,000 FINE FOR RESERVING CAMPGROUND FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME_____	
☐ Resident	☐ Non- Resident
☐ $1,000 fine paid	☐ $1,000 fine Credit Card
☐ $1,000 fine on City Utility Bill	☐ Credit Card Copy on File

No refund or rescheduling will be given for cancelled reservations less than 14 days before usage. Half of a refund will be given for cancelled reservations more than 14 days before usage.

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial***_____

Hyrum residents are not allowed to rent the campground for people that live outside Hyrum City limits.

$1,000.00 FINE FOR RESERVING CAMPGROUND FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial*****_____**

Hyrum residents who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine.

PAYMENT SCHEDULE: ***Initial*****_____**

Rental Fee is due upon reservation of the campground.

CANCELLATION POLICY: ***Initial*****_____**

No refund or rescheduling will be given for cancelled reservations.

KEY PICK UP FOR CAMPGROUND: ***Initial*****_____**

Keys will only be given by Hyrum City to the person who rented the campground and has signed this agreement no exceptions (ID may be required).

You may get the key to the campground between the hours of 8:00 a.m. and 5:00 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the key must be received on Friday; or If the event is on a Holiday the key needs to be received the last business day before the Holiday.

If you do not pick up the key during regular business hours an additional $25.00 fee will be required (if there is an employee that is available to meet you at the City Office). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event.

ENTRY TIMES AND EXIT TIMES: ***Initial*****_____**

Entry into the campground may not be made until the time and date of your reservation – no exceptions.

Entry to the campground can be no earlier than 1:00 p.m. the day of your reservation.

Exit of the campground can be no later than noon the day of your reservation.

:

DAMAGE TO THE PROPERTY: ***Initial*****_____**

Any damages that are a direct result of the renter's event, per this contract, will be paid by responsibility of the renter.

CAMPGROUND RULES: ***Initial*****_____** I understand that if the campsite has not been left clean or if I have broken any of these rules that I will be responsible for all costs and lose rights to rent Hyrum City Property in the future.

1. Check In-Time is 1:00 p.m.
2. Check-Out Time is 12:00 noon.
3. Only one trailer or two tents & two vehicles per camping space.
4. Family Reunions/Ward or Company Parties must reserve entire area.
5. Quiet hours are between 10:00 p.m. and 6:00 a.m. No loud music or parties. Please be considerate of others.
6. **STATE LAW RESTRICTS ALCOHOLIC BEVERAGES** in City Parks and Properties
7. Leave the area clean. You must pack out all your garbage when you leave.
8. Dogs are allowed in the campground under the following conditions: a. Dogs must be restrained on a leash at all times; b. Dogs can be tied if an owner is present; c. Dogs must be kept inside of trailer if owner is not present; d. Dogs cannot be a nuisance – a barking dog must be put inside a trailer; e. Dog owner will be charged for any damage dog does; and Dog poop must be cleaned up immediately.
9. Riding of UTV's is prohibited in the campsites besides entering/exiting.
10. No shooting.
11. Fires must be contained in designated fire pits ONLY.

Reservations are limited to maximum of 7 days.

AGREED TO AND ACCEPTED:

By signing this campground agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the properties covered under this agreement, including any and all damage and that I personally am using said properties for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this property will result in cost of repair on responsibility of the renter.

I understand if I break or violate any of these rules, I will be responsible and lose rights to rent Hyrum City property and buildings in the future.

_____ _____

Signature of Responsible Party Date Signed

KEY LOAN AGREEMENT

The key to the campground shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof. I further promise

that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

_____ _____
Signature of Responsible Party Date Signed

Person Picked Up:	Date Keys Picked Up:
Key Color:	Date Keys Returned:
Hyrum City Employee:	

RESOLUTION 24-36

A RESOLUTION AMENDING THE HYRUM CITY LEFT HAND CAMPGROUND RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns property in Left Hand Fork in Blacksmith Fork Canyon known as the Left Hand Fork Campground; and

WHEREAS, Hyrum City operates a campground on its Left Hand Fork Canyon property which is mainly used by individuals or small groups for overnight camping; and

WHEREAS, a rental and deposit fee for the use of Left Hand Fork Canyon Campground is necessary to recoup Hyrum City's costs to reserve the property; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Left Hand Fork Campground Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Left Hand Fork Campground property.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Left Hand Fork Campground Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Left Hand Fork Campground Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective as of January 1, 2025.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

LHF CAMPGROUND RENTAL APPLICATION AND CONTR

Approved 07-01-2020

$1,000.00 FINE FOR RESERVING PROPERTY FOR INCORRECT USE OR A USE NOT ALLOWED

NAME: _____

DATES: _____ **SITE(S):** _____

DATES: _____ **SITE(S):** _____

PHONE NUMBER: _____

RATE FOR ONE CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $10.00	☐ Rental Fee $20.00
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

RATE FOR GROUP CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $10.00 per space	☐ Rental Fee $20.00 per space
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

$1,000 FINE FOR RESERVING CAMPGROUND FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME_____	
☐ Resident	☐ Non- Resident
☐ $1,000 fine paid	☐ $1,000 fine Credit Card
☐ $1,000 fine on City Utility Bill	☐ Credit Card Copy on File

No refund or rescheduling will be given for cancelled reservations less than 14 days before usage. Half of a refund will be given for cancelled reservations more than 14 days before usage.

LHF CAMPGROUND RENTAL APPLICATION AND CONTR

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial*****_____**

Hyrum residents are not allowed to rent the campground for people that live outside Hyrum City limits.

$1,000.00 FINE FOR RESERVING CAMPGROUND FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial*****_____**

Hyrum residents who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine.

PAYMENT SCHEDULE: ***Initial*****_____**

Rental Fee is due upon reservation of the campground.

CANCELLATION POLICY: ***Initial*****_____**

No refund or rescheduling will be given for cancelled reservations.

GETTING THE CAMPGROUND CODE: ***Initial*****_____**

You may get the code to the campground between the hours of 8:00 a.m. and 5:00 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the code must be received on Friday; or If the event is on a Holiday the code needs to be received the last business day before the Holiday.

The code will only be given by Hyrum City to the person who rented the campground and has signed this agreement no exceptions (ID may be required).

ENTRY TIMES AND EXIT TIMES: ***Initial*****_____**

Entry into the campground may not be made until the time and date of your reservation – no exceptions.

Entry to the campground can be no earlier than 1 pm the day of your reservation.

Exit of the campground can be no later than noon the day of your reservation.

:

DAMAGE TO THE PROPERTY: ***Initial*****_____**

Any damages that are a direct result of the renter's event, per this contract, will be paid by responsibility of the renter.

CAMPGROUND RULES: ***Initial*****_____** I understand that if the campsite has not been left clean or if I have broken any of these rules that I will be responsible for all costs and lose rights to rent Hyrum City Property in the future.

1. Check In-Time is 1:00 p.m.
2. Check-Out Time is 12:00 noon.
3. Only one trailer or two tents & two vehicles per camping space.
4. Quiet hours are between 10:00 p.m. and 6:00 a.m. No loud music or parties. Please be considerate of others.
5. **STATE LAW RESTRICTS ALCOHOLIC BEVERAGES** in city Parks and Properties
6. Leave the area clean. You must pack out all your garbage when you leave.
7. Dogs are allowed in the campground under the following conditions: a. Dogs must be restrained on a leash at all times; b. Dogs can be tied if an owner is present; c. Dogs must be kept inside of trailer if owner is not present; d. Dogs cannot be a nuisance – a barking dog must be put inside a trailer; e. Dog owner will be charged for any damage dog does; and Dog poop must be cleaned up immediately.
8. Riding of UTV's is prohibited in the campsites besides entering/exiting.
9. No shooting.
10. Fires must be contained in designated metal fire pits ONLY.
11. No cutting of live or standing trees.

Reservations are limited to maximum of 7 days.

AGREED TO AND ACCEPTED:

By signing this campground agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the properties covered under this agreement, including any and all damage and that I personally am using said properties for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this property will result in cost of repair on responsibility of the renter.

I understand if I break or violate any of these rules, I will be responsible and lose rights to rent Hyrum City property and buildings in the future.

_____ _____

Signature of Responsible Party Date Signed

RESOLUTION 24-37

A RESOLUTION AMENDING THE HYRUM CITY CANYON CAMPGROUND RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns property in Blacksmith Fork Canyon known as the Canyon Power Plant Property; and

WHEREAS, the Canyon Power Plant property's primary purpose is to ensure the operation and maintenance of its Power Plant and compliance with Federal Energy Regulatory Commission; and

WHEREAS, as a secondary use of the property Hyrum City operates a small campground, lodge, and park on the Canyon Power Plant property; and

WHEREAS, Hyrum City operates a campground on its Canyon Power Plant Property which is mainly used by individuals or small groups for overnight camping; and

WHEREAS, the Canyon Campground provides an electrical connection per campground space, and access to culinary water, a restroom, and pavilion for persons renting the campground; and

WHEREAS, a rental and deposit fee for the use of the Canyon Campground is necessary to recoup Hyrum City's costs to reserve the property; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Canyon Campground Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Canyon Campground property.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Canyon Campground Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Canyon Campground Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective as of January 1, 2025.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

CANYON CAMPGROUND RENTAL APPLICATION AND CON

Revised 11-17-2022
Res 22-19

$1,000.00 FINE FOR RESERVING PROPERTY FOR INCORRECT USE OR A USE NOT ALLOWED

NAME: _____

DATES: _____ **SITE(S):** _____

DATES: _____ **SITE(S):** _____

PHONE NUMBER: _____

RATE FOR ONE CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $20.00	☐ Rental Fee $40.00
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

- No more than 2 sites can be reserved more than once a month
-

RATE FOR ENTIRE CAMP SITE PER NIGHT	
☐ RESIDENT:	☐ NON – RESIDENT
☐Rental Fee $300.00	☐ Rental Fee $600.00
☐ # of Nights	☐ # of Nights
☐	☐
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

* Entire Campground must be reserved for Family Reunions / Ward or Company Parties
* Porta Potty must be brought in and paid for by Renter **Initial**_____
* Entire Campground Rental can be reserved one time a year

$1,000 FINE FOR RESERVING CAMPGROUND FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME_____	
☐ Resident	☐ Non- Resident
☐ $1,000 fine paid	☐ $1,000 fine Credit Card
☐ $1,000 fine on City Utility Bill	☐ Credit Card Copy on File

No refund or rescheduling will be given for cancelled reservations less than 14 days before usage. Half of a refund will be given for cancelled reservations more than 14 days before usage.

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial*****_____**

Hyrum residents are not allowed to rent the campground for people that live outside Hyrum City limits.

$1,000.00 FINE FOR RESERVING CAMPGROUND FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial*****_____**

Hyrum residents who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the campground under the pretense of a different activity so that he/she is charged a lower rate to use the property; or so that he/she can use the property for a prohibited use will be charged a $1,000.00 fine.

PAYMENT SCHEDULE: ***Initial*****_____**

Rental Fee is due upon reservation of the campground.

CANCELLATION POLICY: ***Initial*****_____**

No refund or rescheduling will be given for cancelled reservations.

ENTRY TIMES AND EXIT TIMES: ***Initial*****_____**

Entry into the campground may not be made until the time and date of your reservation – no exceptions.

Entry to the campground can be no earlier than 1 PM the day of your reservation.

Exit of the campground can be no later than noon the day of your reservation.

DAMAGE TO THE PROPERTY: ***Initial*****_____**

Any damages that are a direct result of the renter's event, per this contract, will be paid by responsibility of the renter.

CAMPGROUND RULES: ***Initial*****_____** I understand that if the campsite has not been left clean or if I have broken any of these rules that I will be responsible for all costs and lose rights to rent Hyrum City Property in the future.

1. Check In-Time is 1:00 p.m.
2. Check-Out Time is 12:00 noon.
3. Only one trailer or two tents & two vehicles per camping space.
4. Family Reunions/Ward or Company Parties must reserve entire area.
5. Quiet hours are between 10:00 p.m. and 6:00 a.m. No loud music or parties. Please be considerate of others.
6. **STATE LAW RESTRICTS ALCOHOLIC BEVERAGES** in city Parks and Properties
7. Leave the area clean. You must pack out all your garbage when you leave.

8. Dogs are allowed in the campground under the following conditions: a. Dogs must be restrained on a leash at all times; b. Dogs can be tied if an owner is present; c. Dogs must be kept inside of trailer if owner is not present; d. Dogs cannot be a nuisance – a barking dog must be put inside a trailer; e. Dog owner will be charged for any damage dog does; and Dog poop must be cleaned up immediately.
9. Riding of UTV's is prohibited in the campsites besides entering/exiting.
10. No shooting.
11. Fires must be contained in designated metal fire pits ONLY.
12. Children must be supervised in the restrooms at all times.

Reservations are limited to maximum of 7 days.

AGREED TO AND ACCEPTED:

By signing this campground agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the properties covered under this agreement, including any and all damage and that I personally am using said properties for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this property will result in cost of repair on responsibility of the renter.

I understand if I break or violate any of these rules, I will be responsible and lose rights to rent Hyrum City property and buildings in the future.

_____ _____

Signature of Responsible Party Date Signed

RESOLUTION 24-38

A RESOLUTION AMENDING THE CANYON LODGE RENTAL FEE AND DEPOSIT SCHEDULE AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns property in Blacksmith Fork Canyon known as the Canyon Power Plant Property; and

WHEREAS, the Canyon Power Plant property's primary purpose is to ensure the operation and maintenance of its Power Plant and compliance with Federal Energy Regulatory Commission; and

WHEREAS, as a secondary use of the property Hyrum City operates a small campground, lodge, and park on the Canyon Power Plant property; and

WHEREAS, Hyrum City operates a lodge on its Canyon Power Plant Property which is mainly used by individuals or small groups for day rental; and

WHEREAS, the Canyon Lodge provides a small kitchen, restrooms, and indoor space with tables and chairs for 60 people; and

WHEREAS, a rental and deposit fee for the use of the Canyon Lodge is necessary to recoup Hyrum City's costs to reserve the property; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Canyon Lodge Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Canyon Lodge property.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Canyon Lodge Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Canyon Lodge Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective as of January 1, 2025.

BE IT FURTHER RESOLVED, that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

CANYON LODGE RENTAL APPLICATION AND CONTRA

Approved 01-16-2020 Res 20-02

$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED (DANCING IS NOT ALLOWED INSIDE THE CANYON LODGE)

Date of Event:	Type:	Time In:	Time Out:

Name:	Today's Date:
Address:	Phone #:

Email _____ **Receipt #**_____

Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight

PARTY, WEDDING, BUSINESS, OR CLUB MEETING LIMITED TO 60 -NUMBER OF PARTICIPANTS RESTRICTED DUE TO SEPTIC TANK	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐ Rental Fee ☐Whole $100.00 ☐Half $50.00	☐ Rental Fee ☐Whole $300.00 ☐Half $150.00
☐ ~~Weekend~~ Inspection Fee (~~Fri, Sat & Sun~~) $~~25~~50.00	☐ ~~Weekend~~ Inspection Fee (~~Fri, Sat & Sun~~) $~~25~~50.00
☐Deposit required at time of reservation $200.00	☐Deposit required at time of reservation $400.00
TOTAL RENT $_____ Date Paid_____	TOTAL RENT $_____ Date Paid_____

$1,000 FINE FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME_____	
☐ Resident	☐ Non- Resident
☐ $1,000 fine paid	☐ $1,000 fine Credit Card
☐ $1,000 fine on City Utility Bill	☐ Credit Card Copy on File

No refund or rescheduling will be given for cancelled reservations.

CANYON LODGE RENTAL APPLICATION AND CONTRA

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial*****_____**

Hyrum residents are not allowed to rent the building for people that live outside Hyrum City limits.

If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial*****_____**

Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a $1,000.00 fine. The credit card placed on file by the nonresident will be charged the $1,000.00 fine immediately.

PAYMENT SCHEDULE: ***Initial*****_____**

The Rental Fee and Deposit are due at the time of the building reservation. (deposit is included in the rental fee when reserving online).

CANCELLATION POLICY: ***Initial*****_____**

A refund will be given if cancellation is made before 14 days prior to the event for reservations.

ENTRY TIMES AND EXIT TIMES: ***Initial*****_____**

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:30 a.m. the day of your reservation – if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the 4:00 PM evening reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before midnight.

If there is early entry or late exit you will forfeit your deposit.

CANYON LODGE RENTAL APPLICATION AND CONTRA

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

SECURITY CAMERA: ***Initial*****_____**

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited to the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

DAMAGE TO THE BUILDING: ***Initial*** **_____**

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Canyon Lodge to its original condition.

BUILDING RULES: ***Initial*****_____** I understand that if the Canyon Lodge has not been left clean or if I have broken any of these rules that I will forfeit my deposit.

1. Do not leave the building unattended or unlocked without ADULT supervision.
2. Children are not to be left unattended at any time.
3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 60 people in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Canyon Lodge:

Gum	Sports
Smoking, E-cigarettes, Tobacco	Rollerblading, Skating, Skateboarding
Alcoholic Beverages	Bounce Houses or Slides
Candles or Flames of any kind	Hanging items on Walls, Doors, Ceilings
Pets	Smoke, Haze, or Fog machines
Paint or Glue	Barbeque Grills

5. Do not throw or use confetti, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.
6. The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about $250 per table)
7. The rooms (including bathrooms) should be left as clean as you found them.
8. Due to the sensitive heating and cooling system is the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
9. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure floors are mopped and vacuumed, restrooms are clean, garbage cans are emptied, lights are off, and close all doors.

SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: ***Initial*****_____**

Tables and chairs MUST stay in the building and CANNOT be taken outside.

59 chairs and 10 Rectangle tables (8 ft)

Cleaning supplies

AGREED TO AND ACCEPTED:

By signing this building agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to both building and fixtures, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules, I will lose my deposit and rights to rent Hyrum City property and buildings in the future.

_____ _____

Signature of Responsible Party Date Signed

Deposit Received: Yes ☐ No ☐
Deposit Amount: $
Deposit Returned: Yes ☐ No ☐

HYRUM CIVIC CENTER RENTAL APPLICATION AND CONT

Approved 01-03-2019 Res 19-02

****DEPOSIT REFUND IS NOT AVAILABLE UNTIL AFTER 11 A.M. THE NEXT BUSINESS DAY****

~~$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED~~

DEPOSIT IS TO BE PAID IN CASH OR BY CREDIT CARD (IF USING CREDIT CARD A 3% NONREFUNDABLE CONVENIENCE FEE WILL BE CHARGED)

(DANCING IS NOT ALLOWED IN CIVIC CENTER)

Date of Event:	Type:	Time In:	Time Out:

Name:	Today's Date:
Address:	Phone #:

Email _____Receipt #_____

Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight

PIANO RECITAL – TUESDAY & WEDNESDAY – NO FOOD	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐ Rental Fee Per Hour $15.00	☐ Rental Fee $35.00
☐ Building Inspection Fee $50.00	☐ Building Inspection Fee $50.00
☐ Deposit $50.00	☐ Deposit $300.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

FAMILY/FRIEND PARTY, HYRUM BUSINESS OR CLUB MEETING - LIMITED TO 75 PARTICIPANTS	
☐ RESIDENT:	☐ NON – RESIDENT(photocopy of credit card):
☐ Rental Fee ☐Whole $100 ☐Half $50.00	☐ Rental Fee ☐Whole $300 ☐Half $150.00
☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00	☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00
☐ Deposit $200.00	☐ Deposit $400.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

WEDDING/PARTY, MEETINGS, EVENTS– LIMITED TO 250 PARTICIPANTS	
☐ RESIDENT:	☐ NON – RESIDENT (photocopy of credit card):
☐Rental Fee ☐Whole $200 ☐Half $100.00	☐ Rental Fee ☐Whole $400 ☐Half $200.00
☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00	☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00
☐ Deposit ~~$200.00~~ 1,000.00	☐ Deposit ~~$400.00~~ $1,000.00
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

PUBLIC MTG, HYRUM SENIORS GOLDEN ANNIV. OR 80/90/100 BDAY– LIMITED TO 250 PEOPLE	
☐ RESIDENT:	
☐ Rental Fee No Charge	
☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00	
☐ Deposit $300.00	
TOTAL RENT $_____ Date Paid_____	TOTAL DEPOSIT $_____ Date Paid_____

COMMERCIAL ACTIVITIES ENTRANCE AND/OR ADMISSION CHARGED	
☐ RESIDENT:	☐ NON – RESIDENT(photocopy of credit card):
☐Rental Fee ☐Whole $500 ☐Half $250.00	☐ Rental Fee ☐Whole $1000 ☐Half $500.00
☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00	☐ ~~Weekend~~ Building Inspection Fee ~~(Fri, Sat & Sun)~~ ~~$25.00~~ 50.00
☐ Deposit ~~$500.00~~ 1,000.00	☐ Deposit ~~$700.00~~ $2.000.00

HYRUM CIVIC CENTER RENTAL APPLICATION AND CONT

TOTAL RENT $_____ Date Paid_____ TOTAL DEPOSIT $_____ Date Paid_____

$1,000 DEPOSIT FORFEITED FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED, AND/OR BREAKING ANY RULES LISTED IN THIS CONTRACT:

PLEASE SIGN NAME_____

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial_____***

Hyrum residents are not allowed to rent the building for people that live outside Hyrum City limits.

If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

Proof of ID with name of person renting building and a Hyrum address must be shown when picking up key/card at the City Office. If ID doesn't match the name on the rental then key will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

~~$1,000.00 FINE FOR~~ RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial_____***

Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit. ~~be charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.~~

Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit ~~be charged a $1,000.00 fine. The credit card placed on file by the nonresident will be charged the $1,000.00 fine immediately.~~

PAYMENT SCHEDULE: ***Initial_____***

Rental Fee is due upon reservation of the building.

Deposit is to be paid in cash or by credit card (if paying by credit card there will be a 3% nonrefundable convenience fee charged the day of deposit) between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

CANCELLATION POLICY: ***Initial_____***

No refund, credit, or a change of date will be given for cancelled reservations during the month of December.

A refund will be given if cancellation is made before 14 days prior to the event for reservations January through November.

KEY/CARD PICK UP FOR BUILDING: ***Initial_____***

Keys/Card will only be given by Hyrum City to the person who rented the building and has signed this agreement no exceptions (ID ~~may~~ will be required). If

ID doesn't match the name on the rental then key/card will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

You may pick up the key/Card to the Elite Hall when you bring in the cash or credit card deposit between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

If you do not pick up the key/card during regular business hours an additional $35.00 fee will be required (if there is an employee that is available to meet you at the City Office for you to sign the forms and take your cash deposit). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event due to the building being locked; and no rental refund will be given.

If responsible party loses the keys to the building, the responsibility party will be required to pay all costs for building to be rekeyed and additional keys made. If responsible party loses or damages the keycard a $50.00 fee will be charged.

ENTRY TIMES AND EXIT TIMES: ***Initial_____***

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:30 a.m. the day of your reservation – if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the 4:00 PM evening reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before midnight.

If there is early entry or late exit you will forfeit your deposit.

SECURITY CAMERA: ***Initial_____***

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited to the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

DAMAGE TO THE BUILDING: ***Initial_____***

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Civic Center to its original condition.

BUILDING RULES: ***Initial*_____** I understand that if the Civic Center has not been left clean or if I have broken any of these rules that I will forfeit my deposit and be liable for additional charges if there is any damage.

1. Do not leave the building unattended or unlocked without ADULT supervision.
2. Children are not to be left unattended at any time.
3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 250 persons in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Civic Center:

Dancing	Sports
Smoking, E-cigarettes, Tobacco	Rollerblading, Skating, Skateboarding
Alcoholic Beverages	Bounce Houses or Slides
Candles or Flames of any kind	Hanging items on Walls, Doors, Ceilings
Pets	Smoke, Haze, or Fog machines
Paint or Glue	Barbeque Grills
Gum	

5. Do not throw or use confetti, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.
6. *TABLES AND CHAIRS ARE NOT ALLOWED TO BE TAKEN OUTSIDE OF THE BUILDING* The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about $250 per table).
7. Please make sure that no utensils such as pots & pans, pitchers, mixing bowls, etc. leave the building.
8. The rooms (including bathrooms) should be left as clean as you found them.
9. Due to the sensitive heating and cooling system is the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
10. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure floors are swept, restrooms are clean, garbage cans are emptied, lights are off, and close and lock all doors.
11. The City has provided the piano for the convenience and pleasure of those who rent the building. It is not meant to be used as a toy for children to play on. An inspection is conducted after each use, so if there is any damage to the piano, the renter will be held responsible.

SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: ***Initial*_____**

Tables: 11 Large Round (4.5 ft), 7 Small Round (4 ft), and 11 Rectangle (8 ft banquet)
Chairs: 99 padded and 37 Metal
Garbage Can Liners: Kitchen Closet
Sweeper/Broom
Spot Mop

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

AGREED TO AND ACCEPTED:

By signing this building agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to both building and fixtures, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules I will lose my deposit and rights to rent Hyrum City property and buildings in the future.

_____ _____

Signature of Responsible Party Date Signed

KEY LOAN AGREEMENT

The key(s)/card to the Civic Center shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key(s) not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof, and if key card is damaged or lost I will be charged a $50.00 fee. I further promise that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

_____ _____

Signature of Responsible Party Date Signed

HYRUM CIVIC CENTER RENTAL APPLICATION AND CONT

Person Picked Up:	Date Keys Picked Up:
Key Color:	Deposit Received: Yes ☐ No ☐
	Deposit Amount: $
Hyrum City Employee:	Date Keys Returned:
Rental Application/Contract Signed: Yes ☐	Deposit Returned: Yes ☐ No ☐

RESOLUTION 24-39

A RESOLUTION AMENDING THE HYRUM CIVIC CENTER RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns and operates a meeting, reception, and conference building known as the Hyrum Civic Center; and

WHEREAS, Hyrum City allows the Hyrum Civic Center to be rented for a variety of public and private functions but dancing is prohibited in this building; and

WHEREAS, a rental and deposit fee for the use of the Civic Center is necessary to recoup Hyrum City's costs to reserve and inspect the building; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Civic Center.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Civic Center Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Civic Center Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective January 1, 2025.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

RESOLUTION 24-40

A RESOLUTION AMENDING THE ELITE HALL RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns and operates a recreation building known as the Elite Hall; and

WHEREAS, Hyrum City allows the Elite Hall to be rented for a variety of public and private functions including dancing; and

WHEREAS, a rental and deposit fee for the use of the Elite Hall is necessary to recoup Hyrum City's costs to reserve and inspect the building; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Elite Hall Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Elite Hall.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Elite Hall Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Elite Hall Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective January 1, 2025.

ADOPTED AND PASSED by the City Council this 3rd day of October, 2024.

HYRUM CITY

_____
Stephanie Miller
Mayor

ATTEST:

_____
Stephanie Fricke
City Recorder

ELITE HALL RENTAL APPLICATION AND CONTRACT

Approved 01-03-2019 Res 19-02

****DEPOSIT REFUND IS NOT AVAILABLE UNTIL AFTER 11 A.M. THE NEXT BUSINESS DAY****

DEPOSIT IS TO BE PAID IN CASH OR BY CREDIT CARD (IF USING CREDIT CARD A 3% NONREFUNDABLE CONVENIENCE FEE WILL BE CHARGED)

~~$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED~~

Date of Event:	Type:	Time In:	Time Out:

Name:	Today's Date:
Address:	Phone #:

Email _____ **Receipt #**_____

Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight

HOURLY FUNCTION – PRIVATE DANCE CLASS OR PUBLIC DANCE CLASS (NO SPORTS) MONDAY THROUGH THURSDAY – LIMITED TO 25 PARTICIPANTS			
☐ RESIDENT:		☐ NON – RESIDENT	
☐ Rental Fee Per Hour	$15.00	☐ Rental Fee	$25.00
☐ Building Inspection Fee	~~$25.00~~ 50.00	☐ Building Inspection Fee	~~$25.00~~ 50.00
☐ Deposit	~~$100.00~~ $200.00	☐ Deposit	~~$150.00~~ $300.00
TOTAL RENT $_____	Date Paid_____	TOTAL DEPOSIT $_____	Date Paid_____

PRIVATE FUNCTION – NO DANCE – LIMITED TO 75 PARTICIPANTS			
☐ RESIDENT:		☐ NON – RESIDENT (photocopy of credit card):	
☐ Rental Fee	☐Whole $100 ☐Half $50.00	☐ Rental Fee	☐Whole $300 ☐Half $150.00
☐ Building Inspection Fee	~~$25.00~~ 50.00	☐ Building Inspection Fee	~~$25.00~~ 50.00
☐ Deposit	~~$200.00~~ $1,000.00	☐ Deposit	~~$400.00~~ $2,000.00
TOTAL RENT $_____	Date Paid_____	TOTAL DEPOSIT $_____	Date Paid_____

ALL PRIVATE OR COMMERCIAL FUNCTIONS – WITH OR WITHOUT DANCE – MORE THAN 75 PARTICIPANTS LIMITED TO 500			
☐ RESIDENT:		☐ NON – RESIDENT (photocopy of credit card):	
☐ Rental Fee	☐Whole $1600 ☐Half $800.00	☐Rental Fee	☐Whole $2400 ☐Half $1200.00
☐ Building Inspection Fee	~~$25.00~~ 50.00	☐ Building Inspection Fee	~~$25.00~~ 50.00
☐ Deposit	$1,500.00	☐ Deposit	$3000.00
TOTAL RENT $_____	Date Paid_____	TOTAL DEPOSIT $_____	Date Paid_____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - Ducky Shin Crackers & Mtn Crest			
☐ RECEIVED COUNCIL APPROVAL DATE:			
☐ Rental Fee	$200.00 plus $1.00 per attendee		
☐ Building Inspection Fee	~~$25.00~~ 50.00		
☐ Deposit	~~$300.00~~ 1,000.00		
TOTAL RENT $_____	Date Paid_____	TOTAL DEPOSIT $_____	Date Paid_____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - USU Swing Club			
☐ RECEIVED COUNCIL APPROVAL DATE:			
☐ Rental Fee	$100.00 plus $1.00 per attendee		
☐ Building Inspection Fee	~~$25.00~~ 50.00		
☐ Deposit	~~$300.00~~ 1,000.00		
TOTAL RENT $_____	Date Paid_____	TOTAL DEPOSIT $_____	Date Paid_____

$1,000 DEPOSIT FORFEITED FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED, AND/OR BREAKING ANY RULES LISTED IN THIS CONTRACT:

PLEASE SIGN NAME_____

ELITE HALL RENTAL APPLICATION AND CONTRACT

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

RESIDENT RATE QUALIFICATION: ***Initial*****_____**

Hyrum residents **are not** allowed to rent the building for people that live outside Hyrum City limits.

If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, coach, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

Proof of ID with name of person renting building and a Hyrum address must be shown when picking up key/card at the City Office. If ID doesn't match the name on the rental then key will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

~~$1,000.00 FINE WILL BE FORFEITED FOR~~ RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: ***Initial*****_____**

Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit. b~~e charged a $1,000.00 fine. The $1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.~~

Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will forfeit their entire deposit.~~be charged a $1,000.00 fine.The credit card placed on file by the nonresident will be charged the $1,000.00 fine immediately.~~

PAYMENT SCHEDULE: ***Initial*****_____**

Rental Fee is due upon reservation of the building.

Deposit is to be paid in cash or by credit card (if paying by credit card there will be a 3% nonrefundable convenience fee charged the day of deposit) between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

CANCELLATION POLICY: ***Initial*****_____**

No refund, credit, or a change of date will be given for cancelled reservations during the month of December.

A refund will be given if cancellation is made before 14 days prior to event for reservations January through November.

KEY PICK UP FOR BUILDING: ***Initial*****_____**

Keys/Card will only be given by Hyrum City to the person who rented the building and has signed this agreement no exceptions (ID ~~may~~ will be required). If ID doesn't match the name on the rental then key/card will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

You may pick up the key/Card to the Elite Hall when you bring in the cash or credit card deposit between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

If you do not pick up the key/card during regular business hours an additional $35.00 fee will be required (if there is an employee that is available to meet you at the City Office for you to sign the forms and take your cash deposit). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event due to the building being locked; and no rental refund will be given.

If responsible party loses the keys to the building, the responsibility party will be required to pay all costs for building to be rekeyed and additional keys made. If responsible party loses or damages the keycard a $50.00 fee will be charged.

ENTRY TIMES AND EXIT TIMES: ***Initial*****_____**

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:30 a.m. the day of your reservation – if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the PM reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before exiting.

If there is early entry or late exit you will forfeit your entire deposit.

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

SECURITY CAMERA: ***Initial*****_____**

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited too, the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

DAMAGE TO THE BUILDING: ***Initial*****_____**

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Elite Hall in its original condition.

BUILDING RULES: ***Initial*****_____** I understand that if the Elite Hall has not been left clean or if I have broken any of these rules that I will forfeit my entire deposit and be liable for additional charges if there is any damage.

1. Do not leave the building unattended or unlocked without ADULT supervision.
2. Children are not to be left unattended at any time.
3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 500 persons in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Elite Hall:
   Sports (except basketball)

Smoking, E-cigarettes, Tobacco	Rollerblading, Skating, Skateboarding
Alcoholic Beverages	Bounce Houses or Slides
Candles or Flames of any kind	Hanging items on Walls, Doors, Ceilings
Pets	Smoke, Haze, or Fog machines
Paint or Glue	Tape on Dance Floor
Gum	Black Soles, or Cleats

5. Do not throw or use confetti/confetti balloons, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.
6. The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about $250 per table)
7. The rooms (including bathrooms) should be left as clean as you found them.
8. Food is permitted on the main floor, however, you will be responsible for any damages done to the floor while in your use.
9. Due to the sensitive heating and cooling system is the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
10. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure Dance/Gym Floor is swept and mopped, garbage cans are emptied, carpet is vacuumed, lights are off, and close and lock all windows and doors l

SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: : ***Initial*****_____**

Tables: 3- Small Round, 10- Long Rectangle, 9- Short Rectangle
Chairs: 80 soft chairs, 40 hard chairs

AGREED TO AND ACCEPTED:

By signing this building agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to both building and fixtures, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules I will lose my deposit and rights to rent Hyrum City property and buildings in the future.

ELITE HALL RENTAL APPLICATION AND CONTRACT

_____ _____
Signature of Responsible Party Date Signed

_____ _____
Name – Print Telephone Number

ELITE HALL RENTAL APPLICATION AND CONTRACT

KEY LOAN AGREEMENT

The key(s)/card to the Elite Hall shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key(s) not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof, and if key card is damaged or lost I will be charged a $50.00 fee. I further promise that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

_____ _____

Signature of Responsible Party Date Signed

Person Picked Up:	Date Keys Picked Up:
Key Color:	Deposit Received: Yes ☐ No ☐
	Deposit Amount $
Hyrum City Employee:	Date Keys Returned:
Rental Application/Contract Signed: Yes ☐	Deposit Returned: Yes ☐ No ☐