



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

This meeting may be attended electronically by one or more members.

March 22, 2022

Mayor

Brandon Stanger

City Council

Marie Dougherty

TJ Mitchell

Barbara Patterson

Anna Stanton

Gary Tyler

I. REGULAR SESSION – 7:00 P.M.

1. Call to Order
2. Invocation or Thought
3. Pledge of Allegiance
4. Roll Call

II. PUBLIC INPUT

Any public member who wishes to address the Council shall, prior to the meeting, sign the “list to present” with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. Please send requests to ltitensor@clintoncity.com or call 801-614-0700. (According to Utah State Code, the Council cannot take action on items not advertised on the agenda).

III. BUSINESS

- A. Employee of the Month for February 2022 – Dave Sottosanti, PW
- B. Presentation from Victims Advocate - Celeste Joynt
- C. Bid Award for Public Works Salt Shed Construction
- D. **Ordinance 22-02**, Proposed Text Amendment to Title 27 Ch 7 Pressure Irrigation Water Service
- E. **7:00 PM Public Hearing, Resolution 06-22** - Amendments to Fiscal Year 2021-22 Budget
- F. Community Rental Room Use Policy

IV. OTHER BUSINESS

- a. Approval of Minutes: February 8, 2022
- b. Approval of Accounts Payable
- c. Planning Commission Report
- d. City Manager’s Report
- e. Staff Reports
- f. Council Reports on Areas of Responsibility
- g. Mayor’s Report
- h. Action Item Review

V. ADJOURN

Lisa Titensor

LISA TITENSOR, CITY RECORDER

If you attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least eight hours prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated as time permits with the exception of public hearings.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Employee of the Month for February 2022 – Dave Sottosanti	AGENDA ITEM: A
PETITIONER: Dennis Cluff, David Williams	MEETING DATE: March 22, 2022
RECOMMENDATION: That Council recognize Dave Sottosanti as Employee of the Month for February 2022	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: <p>Dave Sottosanti is our fleet manager and doing an awesome job. He always has tales of some great adventure he has been on. We are very lucky to have someone like him taking care of our fleet. He is liked by all and works well with all departments. He is very skilled in his job, keeping up on certifications and the latest technology and can fix anything. He has really brought our shop to a higher level and acquired the tools and equipment to make it function properly and do more in-house maintenance.</p> <p>Dave keeps our equipment in top notch condition. Before we had any snow all the plows and equipment were ready to go and maintenance and care is delivered after each storm to keep them functioning properly. He is now preparing all of the mowing and grooming equipment so it will be ready for the season.</p> <p>Dave does the same with the police and fire departments keeping the vehicles and equipment in top condition.</p> <p>Dave really cares about the city, the people he works with and providing his service to what everyone needs. Our fleet has never been in such good of shape. We all rely on Dave a lot and he happily delivers, we are lucky to have Dave on our team.</p>	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation from Victims Advocate-Celeste Joynt	AGENDA ITEM: B
PETITIONER: Dennis Cluff, Celeste Joynt	MEETING DATE: March 22, 2022
RECOMMENDATION: The Council listen to the report from Celeste Joynt on her work as Victim Advocate	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Bid Award for Public Works Salt Shed Construction	AGENDA ITEM: C
PETITIONER: Dennis Cluff, David Williams, Bryce Wilcox	MEETING DATE: March 22, 2022
RECOMMENDATION: The Council consider awarding the bid to the low bidder, Bowen Construction, for \$381,700.	ROLL CALL VOTE: YES
FISCAL IMPACT:	
<p>BACKGROUND:</p> <p>We received bids for the construction of the Salt Shed on March 17, 2022. The City has previously purchased the steel building materials and the building materials are at the shop ready to be constructed. This project includes the construction of a 10ft tall reinforced concrete wall for the building foundation that will also be used to push the salt against for loading. It will also include the concrete floor slab and erection of the building. We advertised the bid publicly and invited multiple contractors to bid on the project. We received only two bids.</p> <p>Bowen Construction: \$381,700.00 Achieve Contracting: \$406,505.00</p> <p>The currently budgeted funds for the salt shed in the Streets account #61-6147 is \$110,000 in FY21-22. We are also requesting to have \$110,000 in the #61-6147 account for FY22-23. We are also requesting the use \$170,000 from account #61-6172 street impact fees split between this fiscal year and FY22-23. The construction of the salt shed will go over two budget years.</p> <p>The salt shed is expensive but it will have great value to the City. The salt is currently stored in shop 3 and is difficult to access through the garage doors. This new salt shed will be open to the west for easier access to load the salt. Moving the salt out of shop 3 will allow that space to be used to store vehicles like the vacuum truck and street sweeper which will help protect them from the weather. We don't see any reduction in construction pricing anytime soon and think it will cost more if we wait.</p> <p>We have worked with Bowen Construction before and they have done quality work. We recommend awarding the contract to Bowen Construction for \$381,700. (David Williams and Bryce Willcox)</p>	
ATTACHMENTS: Bid award letter	

CLINTON CITY COUNCIL AGENDA ITEM

<p>SUBJECT: <i>ADOPTION OF ORDINANCE #22-02</i>, Review and action on text amendment to the Clinton City Code Title 27 Water, Chapter 7 Pressure Irrigation Water Service regarding modifications to the standards for mandatory connection to the secondary water pressure irrigation system allowing commercial lots with small, waterwise or similar landscaped areas requiring minimal water to be eligible for culinary water use.</p>	<p>AGENDA ITEM: D</p>
<p>SUBMITTED BY: David Williams, Public Works, Bryce Wilcox, City Engineer and Peter Matson, Community Development</p>	<p>MEETING DATE: March 22, 2022</p>
<p>RECOMMENDATION: Move to adopt Ordinance 22-02 and approve the text amendments to the Clinton City Water Ordinance regarding modifications to the standards for mandatory connection to the secondary water pressure irrigation system allowing commercial lots with small, waterwise or similar landscaped areas requiring minimal water to be eligible for culinary water use.</p>	<p>ROLL CALL VOTE: Yes</p>
<p>FISCAL IMPACT: N/A</p>	
<p>BACKGROUND:</p> <p>The current city code requires all commercial properties to connect to the Davis & Weber Counties Canal Company (DWCCC) secondary water system. To connect to the secondary system, the developer is required to bring shares of DWCCC for the water to add to the secondary system. Over the past few years, DWCCC shares have been very difficult to find. This share requirement is even harder for commercial properties with minimal landscaping. DWCCC requires 3 acre-feet of water for every irrigated acre of ground. DWCCC only sells shares in ½ share increments. Many of the commercial sites in Clinton only need around 1 acre foot of water, which will cover about a 1/3 of an acre of landscaping. This is 1/6 of a DWCCC share. Commercial developers would be required to bring a ½ share of DWCCC water to the City. Over the past few years we have been able to join the small commercial sites with residential development to cover the commercial small water use. This is becoming increasingly difficult as shares just are not readily available anymore.</p> <p>DWCCC recommended that we consider allowing the smaller commercial sites to use culinary water. Kaysville City also has a DWCCC secondary water system, and they allow commercial sites to use culinary water for irrigation as approved by their Public Works Department. This seems to work out well for them.</p> <p>The Holiday Oil development at the northeast corner of 1300 North and 2000 West has requested to use culinary for their irrigation. They are unable to find a DWCCC share. Their landscape plan is a waterwise approach that includes decorative rock with annuals/perennials, shrubs and trees on a drip irrigation system. We have also learned that Barrington Place next door (north) is connected to the culinary system for irrigation. We are not sure why the change from the secondary system to the culinary system was made during construction. They do have the proper backflow system in place.</p> <p>We are requesting to change the Title 27-7-1 of the City Code to allow for commercial properties with minimal landscaping areas to connect onto the culinary system for irrigation with Public Works Director approval. The proposed amendment limits the calculated volume that would be allowed to irrigate from the culinary system to 3 acre feet which is ½ of a DWCCC share. 3 acre-feet of water equates to approximately 12 hours of pumping from our City well. The requirements for residential and other uses to use the DWCCC system would remain the same at this time.</p>	
<p>ATTACHMENTS:</p> <p>(A) Ordinance 22-02 and Text Amendment.</p>	

ORDINANCE NO. 22-02

WATER ORDINANCE TEXT CHANGE

AN ORDINANCE AMENDING TITLE 27, CHAPTER 7 OF THE CLINTON CITY CODE REGARDING STANDARDS FOR CONNECTION TO THE SECONDARY WATER PRESSURE IRRIGATION SYSTEM.

WHEREAS, Clinton City has established an ordinance regulating water and connections to the secondary water pressure irrigation system within the City; and

WHEREAS, The Clinton City Council has determined that changes are needed in this ordinance to allow for efficient use of the culinary and secondary water resources within the City; and

WHEREAS, The Clinton City Council has determined that changes are needed in this ordinance to promote the health, safety, and general welfare of the citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH:

BY MOTION The Clinton City Council voted to adopt this Ordinance.

SECTION 1. Enactment

Title 27, Chapter 7 shall be amended as described below:

27-7-1 Connections Mandatory. The owners of all residential, commercial, industrial, or agricultural lots possessing or requiring culinary water connections shall connect to the Davis and Weber Counties Canal Company secondary water pressure irrigation system within Clinton City limits, except those lots whose total irrigation needs are served by irrigation water and have an established run-off right-of-way as of April 15, 1997. ~~Owners of commercial, industrial or agricultural lots or other lots using culinary water or having a need for culinary water for irrigation purposes, shall be required to connect to the Canal Company's secondary water pressure irrigation system in Clinton, as reviewed and determined by the Canal Company.~~ The use of culinary water for irrigation on commercial lots may be permitted with written approval by the Public Works Director. The intent is for small landscaped areas with drip systems, xeriscape, waterwise, or similar types of landscaping requiring minimal water. The total calculated irrigation water requirement for the site must be less than 3 acre-feet per year to be eligible for culinary water use. When using culinary water for irrigation an approved backflow assembly is required.

The intent of this chapter is to encourage residents and private property owners in the city to use secondary water pressure irrigation water for landscaping purposes. City parks may use culinary or secondary water as determined by the City Council. Lot owners shall be required to connect to the secondary water pressure irrigation system within 60 days of receiving

written notice from the City that the pressure irrigation secondary water system is available for connection.

SECTION 3. Severability. In the event that any provision of this Ordinance is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 4. Effective date. This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 22nd day of March, 2022.

BRANDON STANGER
MAYOR

ATTEST:

LISA TITENSOR
CITY RECORDER

Posted: _____

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: 7:00 P.M.- <u>Public Hearing</u> - Resolution #06-22, Amendments to FY 21-22 Budget	AGENDA ITEM: E
PETITIONER: Dennis Cluff	MEETING DATE: March 22, 2022
RECOMMENDATION: The Council adopt Resolution #06-22, Amendments to FY 21-22 Budget	ROLL CALL VOTE: YES
FISCAL IMPACT:	
<p>BACKGROUND</p> <p>This budget amendment includes:</p> <ul style="list-style-type: none"> a) Amendments to the salaries and benefits in all funds; b) Public notice costs coverage increase –City Mgr’s budget; c) LWCF grant revenue to Fund #34 (Park Construction Projects - Meadows); d) ARPA funds transfer to Fund #38 (Capital Improvement Projects); e) New #45 fund for 1300 N, 1785 W to State St, County grant with Clinton & Sunset match \$; f) Added Transport Impact fees to Street Acct for added funding of Salt Shed; g) Motor Pool added funds to purchase new weed cutter and FY 20-21 vehicles; h) City Buildings – additional fire safe for records; i) Police – donation for equipment; j) Recreation Events (donation); k) Heritage Days Special Activities (donation); l) Water Fund Depreciation adjustment; and, m) Water Fund – grant for water/2nd water coordination and monitoring. 	
ATTACHMENTS: Resolution #06-22; Attachment “A” spread sheet	

COUNCIL BUDGET AMENDMENTS-March 22, 2022

<u>Item</u>	<u>Dept</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Balance</u>	<u>Comments</u>
=	=		=	=	=	=
<u>GENERAL FUND REVENUES</u>						
10-3130	Revenue	Sales Tax	174663		3748451	Additional sales tax revenue
10-3390	Revenue	Misc Govt Grants	341263		1672648	Meadows Park LWCF grant revenue
10-3690	Revenue	Sundry	8560		55430	Trans from PARCS 501C.3
10-3845	Revenue	SurplusTransport Impact Fees	87494		87494	Extra Carryover Impact Fees
10-3870	Revenue	Gen Fund Balance	5869		40869	Reimbursement for damaged park slide
GF Revenue TOTAL			617849			
<u>GENERAL FUND EXPENSES</u>						
10-4211	Court	Salaries	3363		154213	COLA increase Dec 2021
10-4213	Court	Benefits	2474		97654	COLA increase Dec 2021
10-4611	Treasurer	Salaries	7363		259793	COLA increase Dec 2021
10-4613	Treasurer	Benefits	4085		144135	COLA increase Dec 2021
10-4811	City Mgr	Salaries	6349		224019	COLA increase Dec 2021
10-4813	City Mgr	Benefits	3294		116234	COLA increase Dec 2021
10-5174	City Bldg	Equipment	2910		2910	Fire Safe
10-5211	Comm Dev	Salaries	7406		261326	COLA increase Dec 2021
10-5213	Comm Dev	Benefits	4400		155260	COLA increase Dec 2021
10-5411	Police	Salaries	37660		1405260	COLA increase Dec 2021
10-5413	Police	Benefits	28832		962372	COLA increase Dec 2021
10-5474	Police	Equipment	3250		44318	Donation for Police
10-5511	Fire	Salaries	16980		599180	COLA increase Dec 2021
10-5513	Fire	Benefits	11445		403845	COLA increase Dec 2021
10-5611	Ambulance	Salaries	4264		150464	COLA increase Dec 2021
10-5613	Ambulance	Benefits	2860		100930	COLA increase Dec 2021
10-6011	Public Works	Salaries	2337		82457	COLA increase Dec 2021
10-6013	Public Works	Benefits	1456		51376	COLA increase Dec 2021
10-6111	Streets	Salaries	5365		189295	COLA increase Dec 2021
10-6113	Streets	Benefits	3385		119425	COLA increase Dec 2021

10-6172	Streets	Impact fee Improvements	87494	137494	Surplus Impact fee from FY20-21 (salt shed)
10-6411	Parks	Salaries	3990	140790	COLA increase Dec 2021
10-6413	Parks	Benefits	2326	83066	COLA increase Dec 2021
10-6474	Parks	Equipment	5869	5869	Insurance reimbursement-slide
10-6611	Cemetery	Salaries	707	24947	COLA increase Dec 2021
10-6613	Cemetery	Benefits	426	15046	COLA increase Dec 2021
10-6811	Recreation	Salaries	7328	258568	COLA increase Dec 2021
10-6813	Recreation	Benefits	3658	129058	COLA increase Dec 2021
10-6965	Recreation	Special Event/Activities	500	25800	Donation
10-7166	Heritage Days	Misc Activities	4810	18585	Donation
10-7373	ARPA funds	Improvements	1331385	0	Move to transfer acct
10-7380	ARPA funds	Trans to Cap Impr Projects #38	1331385	1331385	Transf to #38 for Capital Projects
10-8021	Transfers	Trans to Park Constr #34	341263	630003	LWCF grant reimbursement-Meadows Park Construct
GF Expense TOTAL			617849	1331385	

PARCS 501C.3 - REVENUE

25-3312	PARCS	Donation to Recreation	500	500	Donation to General Fund
25-3313	PARCS	Donation to Heritage Days	4810	4810	Donation to General Fund
25-3316	PARCS	Donation to Police	3250	3250	Donation to General Fund
TOTAL			8560		

PARCS 501C.3 - EXPENSE

25-8012	PARCS	Donation to Recreation	500	500	Donation to General Fund
25-8013	PARCS	Donation to Heritage Days	4810	4810	Donation to General Fund
25-8016	PARCS	Donation to Police	3250	3250	Donation to General Fund
TOTAL			8560		

MOTOR POOL - REVENUE

41-3720	Motor Pool	Unappropriated Surplus	135514	587860	Increased carryover from FY 20-21
TOTAL			135514		

MOTOR POOL - EXPENSE

41-4070	Motor Pool	Vehicle Purchase	135514	618714	New weed cutter and carryover vehicles
TOTAL			135514		

WATER FUND-REVENUE

51-3690	Water	Miscellaneous	85000	85000	State grant-culinary/2nd H2O total household usage
51-3710	Water	Water Use Fees	28130	1975000	Added water use customer fees
TOTAL			113130		

WATER FUND-EXPENSE

514011	Water	Salaries	6676	235556	COLA increase Dec 2021
514013	Water	Benefits	4447	156927	COLA increase Dec 2021
514017	Water	Meter Reader	10117	10117	Revised program
51-4037	Water	Prof/Tech	85000	87050	equipment/program for 2nd water monitoring
51-4053	Water	Depreciation	6890	298800	Added depreciation costs
TOTAL			113130		

SEWER FUND-REVENUE

52-3732	Sewer	Sewer Service Fee	4561	2283261	Increased Service Fee receipts
TOTAL			4561		

SEWER FUND-EXPENSE

52-4011	Sewer	Salaries	2676	94436	COLA increase Dec 2021
52-4013	Sewer	Benefits	1885	66505	COLA increase Dec 2021
TOTAL			4561		

STORM DRAIN FUND-REVENUE

53-3732	Storm	Sewer Service Fee	4775	488995	Increased Service Fee receipts
TOTAL			4775		

STORM DRAIN FUND-EXPENSE

53-4011	Storm	Salaries	2519	88951	COLA increase Dec 2021
53-4013	Storm	Benefits	2256	79626	COLA increase Dec 2021
TOTAL			4775		

SOLID WASTE FUND

54-3731	Garbage	Collection Fees	3299	1736699	Additional collection fee revenue
TOTAL			3299		

SOLID WASTE

FUND

54-	4011	Garbage	Salaries	1979	69829	COLA increase Dec 2021
54-	4013	Garbage	Benefits	1320	46560	COLA increase Dec 2021
			TOTAL	3299		

#34-PARK CONSTRUCTION PROJECTS-REVENUE

34-	3671	Park Constr	Trans fr GenFd (LWCF grant)	341263	630003	Grant for Meadows Park
			TOTAL	341263		

#34-PARK CONSTRUCTION PROJECTS-EXPENSES

34-	4073	Park Const	Improvements	341263	1294323	Additional Park construction revenue
			TOTAL	341263		

#37 - SPECIAL STREET PROJECTS- REVENUE

37-	4073	Str Projects	Improvements	336000	1813765	Project account-transfer for construction match/eng
			TOTAL	336000		

#37 - SPECIAL STREET PROJECTS- EXPENSE

37-	4082	Str Projects	Trans to #45 fund	336000	336000	1300 N street project costs-match
			TOTAL	336000		

#38 - CAP IMPROVE PROJECTS FUND REVENUE

38-	3320	Cap Projects	Transfer from Gen Fund	1331385	1331385	ARPA funds via Gen Fund "standard allowance"
			TOTAL	1331385		

#38 - CAP IMPROVE PROJECTS FUND EXPENSE

38-	4073	Cap Projects	Improvements/Reserve	1266440	5321550	ARPA funds via Gen Fund "standard allowance"
38-	4086	Cap Projects	Trans to 50-3375 Water Pipes	64945	457145	Water connections to city parks
			TOTAL	1331385		

#42 - SSSSD FUND-REVENUE

42-	3358	SSSSD	System Fee	379	107829	Increased Service Fee receipts
			TOTAL	379		

#42 - SSSSD FUND-EXPENSE

42-	4011	SSSSD	Salaries	224	7914	COLA increase Dec 2021
42-	4013	SSSSD	Benefits	155	5465	COLA increase Dec 2021
			TOTAL	379		

#45 -1300 N-(1785 W to State St)- REVENUE

45-						1/2 of grant from County Prop 1
3369	1300 N	Grant from County	1500000	1500000		\$\$
45-						
3610	1300 N	Interest	10	10		3 months on City \$\$
45-						
3374	1300 N	Trans from #37 Fund	336000	336000		city match-street portion
45-						
3376	1300 N	Trans from #50 Fund	431210	431213		city match-waterline portion
45-						
3691	1300 N	Trans from Sunset	0	0		
		TOTAL	<u>2267220</u>			

#45 -1300 N-(1785 W to State St)- EXPENSE

45-						Improvements from 1785 W to
4073	1300 N	Improvements	2267220	2267220		RR tracks-Phase 1
		TOTAL	<u>2267220</u>			

#50 - DUCTILE IRON WATERLINE- REVENUE

50-						
3320	Waterline	Transfer from #38 fund	64945	64945		Water connections to city parks
50-						
4073	Waterline	Transfer to #45 Fund	431210	64945		Project account-transfer for construction match/eng
		TOTAL	<u>64945</u>	<u>431210</u>		

#50 - DUCTILE IRON WATERLINE- EXPENSE

50-						
4073	Waterline	Improvements	64945	457145		Water connections to city parks
50-						
4082	Waterline	Trans to #45 fund	431210	431210		1300 N waterline project costs
		TOTAL	<u>64945</u>	<u>431210</u>		

RESOLUTION No. 06-22

A RESOLUTION AMENDING THE CITY BUDGET FOR ALL CITY FUNDS FOR FISCAL YEAR 2021-2022

WHEREAS, Clinton City has established the following funds: General Fund, Internal Service Fund, Enterprise Funds, Capital Projects Funds, Special Revenue and Projects Funds, RDA Fund, Special Sewer Service District Fund and Cemetery Perpetual Care Fund; and,

WHEREAS, Section 10-6-128 of the Utah Code allows amendments to the budget for each of the above-listed funds; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, DAVIS COUNTY, UTAH, THAT THE BUDGET IS HEREBY AMENDED AS SHOWN ON ATTACHMENT “A”, ATTACHED HERETO, FOR THE FISCAL YEAR 2021-2022, BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Passed, adopted and ordered posted and recorded by the City Council of Clinton City, Utah, this the 22nd day of March, 2022.

Brandon Stanger, Mayor

Attest:

Lisa Titensor, Recorder

Date Posted

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Community Rental Room Use Policy	AGENDA ITEM: F
PETITIONER: Dennis Cluff, Brooke Mitchell	MEETING DATE: March 22, 2022
RECOMMENDATION: The Council consider approving the policy and rules on the use of the Community Room by the public	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: The Community Room in the Recreation Building Complex is and has been used by the public as a rental space. Our current guidelines for use have served us in the past, but as with other rules and guidelines they need to be updated to handle current needs and liabilities dealing with room rental and use. Recreation Director Brooke Mitchell has put together an extensive and comprehensive set of guidelines for the rental and use of the Community Room. This policy packet was sent out to you last week to allow for more time of perusal.	
ATTACHMENTS: Proposed Policy	

FACILITY USE & RENTAL POLICY

Clinton City Community Rental Room

EFFECTIVE DATE: MARCH 22, 2022
CLINTON CITY COUNCIL



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1 Purpose and Scope

- 1.1 The purpose of this Facility Use and Rental Policy is to ensure that the use of the Clinton City Community Rental Room is granted in a fair and equitable manner to non-profit and not-for-profit groups and/or organizations to hold meetings, activities and events, which are recreational, social, cultural, educational and/or civic in nature, offering services of interest and need to the community as long as these activities do not conflict with the public purposes and activities, state and federal laws, local ordinances or proper care and maintenance of the Community Rental Room. This policy is also to establish terms, conditions, allowable uses, Renter qualifications, written rules, regulations, definitions and a fee schedule that shall guide the use and rental of the Community Rental Room. These standards are intended to facilitate orderly processing of rental requests and to preserve the non-public forum status of the Community Rental Room. The City reserves the right to close the room to public use and terminate the limited public forum at any time. Fees charged for the use of room are intended to partially re-coup ongoing maintenance and operation costs of the Community Rental Room. The City Manager/Recreation Director has the discretion to make operational policy and fee changes between City Council reviews if necessary.
- 1.2 City staff members shall be responsible for enforcement of all policies, rules and regulations established in this policy and shall have the authority to deny or terminate the use of the room if a determination is made that use does not conform to the requirements of this Facility Use and Rental Policy and/or may cause damage to the room.
- 1.3 City staff shall approve, oversee, supervise and coordinate room use and all events at the Community Rental Room for the safety and wellbeing of the public and the room. Staff shall be responsible for and have complete authority over the room being used, all equipment, participants, activities and other services per the terms of this policy. Staff shall have authority to request changes in activities or cessation of activities. Renter must comply with staff requests and instructions.

2 Interpretation and Implementation

- 2.1 The City Manager/Recreation Director shall have the authority to interpret the Facility Use and Rental Policy. The City Manager/Recreation Director shall have the responsibility to administer and enforce the Facility Use and Rental Policy, and shall have the authority to deny or terminate the use of the room if a determination is made that the use does not conform to the requirements of the Facility Use and Rental Policy. The City Manager/Recreation Director has the discretion to make changes to the Facility Use and Rental Policy and may restrict public access to the Community Rental Room if they determine the room is not suitable for holding public events. At the discretion the City Manager/Recreation Director, the City may waive any requirements of this policy if the result of said waiver would be in the best interest of the City.

3 Community Rental Room

- 3.1 The Clinton City Community Rental Room located at 1651 W. 2300 N., Clinton, Utah, when not being used by the City or its affiliates, may be reserved for use by non-city government, non-profit or not-for-profit community organizations or groups, provided the requirements of this Facility Use and Rental Policy are met and the rental fee is paid. All rentals may be made on a first-come, first-served basis at the Clinton City Recreation Office. Exceptions may occur due to extenuating circumstances upon the discretion of the City Manager/Recreation Director.
- 3.2 When reserving the Community Rental Room, the Renter should specify the number of individuals expected and cannot exceed the maximum capacity stated by law. The use of the Community Rental Room is subject to the maximum room capacity of 155.
- 3.3 The room includes tables and chairs to seat 120 people.

4 Authorized Renters

- 4.1 Non-profit and not-for-profit organizations and groups may reserve the room for meetings and events. Groups other than the City or its PARCS 501c3 organization and affiliates may not charge admission fees to participants attending the meetings or events or collect money from participants.

5 Group Priority Ranking

- 5.1 An individual or group seeking permission to utilize the Community Rental Room will be classified in one of the following priority groups. These classifications are used to establish priority of use, applicability and amount of the fee and/or security deposit. The groups are as follows, in descending order of priority:
 - 5.2 Group A – Activities conducted and/or sponsored by the Clinton City and its various Departments.

Group B – Activities conducted by the City recognized PARCS 501c3 organization and its affiliates.

Group C – Activities conducted by other governmental agencies or local school districts.

Group D – Private events conducted by residents, resident groups/organizations, Clinton City businesses, non-residents, non-resident groups/organizations, businesses based outside of Clinton City, employees of Clinton City including the Mayor and City Council Members.
- 5.3 Free community seminars on products or services that a business sells shall not constitute non-profit status for renting the Community Rental Room: for example, free insurance educational training from an insurance firm. These types of businesses shall be considered for profit.

- 5.4 The physical sale or transaction of goods or services is not allowed within the Community Rental Room or park by any Renter.
- 5.5 The need to conduct City government functions takes precedence over any rental. Rentals will be rescheduled, if possible, or refunded if City business replaces the said rental. All remaining rentals will be accepted on a first-come, first-served basis upon receiving a completed rental agreement and payment.

6 Prohibited Uses

- 6.1 The Community Rental Room **shall not** be used for the following:
 - 6.1.1 Any commercial business, fee-based or promotional activity.
 - 6.1.2 Any programs involving the sale, advertising or promotion of products or services.
 - 6.1.3 Any business firms and other for-profit organizations soliciting or selling products or services, regardless of purpose.
 - 6.1.4 Any meeting or activity that solicits funds or donations or accepts such from attendees that are not city sponsored events.
 - 6.1.5 Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events.
 - 6.1.6 Any meeting whose noise levels will interfere with activities in the Recreation Administrative Offices or adjacent properties.
 - 6.1.7 Any groups that will have participants in excess of the occupancy limit.
 - 6.1.8 Any illegal activity.
 - 6.1.9 Any purposes contrary to federal, state or local law.
 - 6.1.10 Any activity not consistent with the general business purpose of the building.
 - 6.1.11 Any other use deemed inappropriate by the City Manager/Recreation Director.

7 Rentals

- 7.1 Interested persons/parties may make a rental on the first working day of January for the current year. All rentals must be made in person at the Clinton City Recreation Building, located at 1651 W. 2300 N., Clinton, Utah, during regular business hours Monday through Friday from 8:00am to 5:00pm, excluding observed State and Federal Holidays. All rental fees, must be paid one (1) week prior to the rental date, not including the security deposit which must be paid when the room card

key is picked up, typically three (3) business days prior to the rental.

- 7.2 The individual signing the rental agreement, the “Renter” is responsible for the event and will be held responsible for all actions, behavior and damages caused by his/her guests/attendees. The Renter shall be present at all times while the room is being used. Non compliance may result in immediate termination of rental, denial of future requests and loss of the security deposit.
- 7.3 The Renter has use of the Community Rental Room (excluding the overhead projector), kitchen, patio, bathrooms, projector screen, piano and sound system. Renter must provide their own aux cord/adaptor when using the sound system and own projector when using the projector screen.
- 7.4 Rentals must be made at least seven (7) days prior to the rental date. Changes to dates and times must be made at least seven (7) days prior to the rental date.
- 7.5 When reserving the Community Rental Room, the Renter will sign and agree to the Facility Use and Rental Policy Compliance and Indemnification and Hold Harmless Agreement and Photo Release.
- 7.6 All rentals have a mandatory two (2) hour minimum. Renters are given a complimentary 30 minutes before and after their event to allow for set up and clean up.

8 Denial of Rental

- 8.1 The City, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events for the following reasons:
 - 8.1.1 The room is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
 - 8.1.2 The Renter has failed to demonstrate their ability to provide adequate security to assure the event is conducted in a safe manner.
 - 8.1.3 The Renter has failed to agree to comply with all of the conditions of this Facility Use and Rental Policy, ordinances, laws, regulations and applicable policies.
 - 8.1.4 The activity is likely to cause physical damage to the room or its equipment.
 - 8.1.5 Conditions for the issuance of a rental agreement have not been fulfilled.
 - 8.1.6 It comes to the attention of the City that the Renter has violated or will violate any law or regulation relating to the rental of the City’s

Community Rental Room or that the proposed use of the room will violate any law or regulation.

- 8.1.7 Another event is already scheduled on the requested date and time.
- 8.1.8 The Renter previously used the room and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of their security deposit back.
- 8.1.9 The Renter has twice before cancelled a scheduled event in the room without prior notice.
- 8.1.10 The Renter's history of compliance with Facility Use Policies.
- 8.1.11 Using the room as proposed would threaten public health, safety, or welfare, based on factors including but not limited to the ability to manage crowds in the room, expected public interest, need to maintain order due to expected protests at the event.
- 8.1.12 The proposed use would conflict with the administration or needs of, or uses by, the City government.
- 8.1.13 Inconsistency of the proposed use with purposes for which the room is designed and intended, such as, but not limited to, the size, dimensions and existing furniture, fixtures and equipment in the room.
- 8.1.14 Any other factor deemed relevant by the City Manager/Recreation Director.

9 Rental Agreement

- 9.1 The City Manager/Recreation Director may attach such conditions to the contract as deemed necessary for the protection of the public health, safety, welfare and the maintenance and operation of the room.
- 9.2 Renter must be a responsible adult (21 years of age or older) and shall not transfer, assign or sublet use of the reserved room or apply for use on behalf of another person or organization. Renter must be present during the event and must check in with the Site Supervisor. Failure to comply may result in forfeiture of fees and/or deposits.
- 9.3 If at any time prior to or during the scheduled event the Renter is not in compliance with policies and regulations stated in this policy or the conditions of the rental agreement and after receiving notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the City Manager/Recreation Director or his/her designee, may cancel the rental or terminate the event. Under those circumstances, no deposits and/or fees previously paid by the Renter shall be returned.

- 9.4 The City reserves the right to cancel any and all rentals without providing any other accommodations in the event the room is needed for municipal government purposes, or if the room becomes unavailable due to unforeseen maintenance or safety issues. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be made. Every effort will be made to find a suitable alternative if cancellation by the City is necessary.

10 Payment and Fees

- 10.1 Rental fees are necessary to cover the cost of the staff required to be present during the room use, utilities, restroom paper goods, garbage bags, cleaning supplies and minor wear and tear. Renters will be charged a rental fee according to the Fee Schedule in Exhibit A, which is subject to change by the City Council, City Manager or Recreation Director at any time. All rental fees are required to be paid before the rental will be confirmed. No rental fee will be charged for the City's own activities, activities put on by the PARCS 501c3 organization and its affiliates, activities conducted by other governmental agencies or local school districts or organizations as deemed appropriate by the City Manager/Recreation Director.
- 10.2 All rental agreements are subject to rental and cancellation fees and security deposit requirements established in the City Council approved Fee Schedule in Exhibit A.
- 10.3 All applicable fees, permits/licenses and insurance must be paid in full or be obtained at the time this rental agreement is submitted.
- 10.4 Failure to comply with the payment procedure in this policy may result in cancellation of event. Cancellation terms and fees will apply.
- 10.5 The Fee Schedule in Exhibit A shall apply to all Renters, including City employees, City Council members and the Mayor. City employees, council members and the Mayor may reserve the community room at a discounted rate of 50%. All renters will need to pay the security deposit at the time the card key is picked up and all rules must be complied with. Key/card transfer to another individual or group is not allowed.
- 10.6 It shall be unlawful for any person to use, without appropriate payment, the Community Rental Room. Once the rental is paid for and the rental obligations are met, the date and room are reserved.

11 Security Deposit

- 11.1 A security deposit is due when the card key to the Community Rental Room is picked up, typically three (3) to five (5) business days prior to the rental. The deposit must be paid with a credit/debit card. This deposit shall be refunded if proper cleanup is completed, no portion of the rental contract is broken and no damage is incurred as a result of the rental. This determination will be made by

the Site Supervisor. Applicable deposit balances will be refunded to the credit/debit card used within one (1) to two (2) weeks of the rental date.

- 11.2 The City reserves the right to require additional cleaning deposits at its discretion based on proposed use.
- 11.3 If damage destruction or defacement is incurred, the Renter shall be liable for expenses and be required to pay the full cost of the necessary repairs, restoration or replacement of the room, its furnishings, or equipment to its original condition, including damage that exceeds deposit amounts. The Renter will be billed for repairs, restoration or replacements that are greater than the security deposit. If the cost to repair damage is less than the security deposit amount, the remaining balance of the security deposit will be refunded.
- 11.4 If law enforcement assistance is needed due to misconduct of Renter or attendees, the event will be closed immediately and all fees and deposits will be forfeited.
- 11.5 If the security deposit is not paid, the room rental will be forfeited and no refund of the rental fee will be issued.

12 Hours and Days of Use

- 12.1 The Community Rental Room hours and days of use are Monday through Sunday from 8:00am to 10:00pm, excluding holidays listed below. Resident, Non-Resident and Employee Rates are listed in the Fee Schedule in Exhibit A.
- 12.2 The Community Rental Room is not available for rent on the following days: Easter, Mother's Day, Father's Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, all observed State and Federal Holidays and Election Days without written approval from the City Manager/Recreation Director.

13 Cancellations

- 13.1 Clinton City reserves the right to accept, reject, or cancel any event, use, use agreement, or rental for any reason and in its sole discretion. If the room is mistakenly scheduled for more than one event, use or rental at the same time, the Recreation Director or their designated representative shall contact each party involved to identify the mistake and ascertain whether any party will voluntarily agree to reschedule. If not, then the Recreation Director/Designee shall, at their discretion, decide which party's event, use, or rental is cancelled. If an event, use, or rental must be cancelled due to a scheduling mistake as described above or circumstances beyond the control of Clinton City, including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a rental fee has been paid in connection with an event, use, or rental and it must be cancelled due to a scheduling mistake by the City as described above or cancellation by the City for any reason, other than circumstances beyond the City's control, and the event, use, or rental cannot be rescheduled for any reason, the City shall refund

such rental fees to the Renter. The City shall not be obligated, liable or responsible for payment of any amounts or damages for losses due, directly or indirectly, to a cancellation incurred by a Renter, other than a refund. If a Renter or Renter's representative cancels a rental, the City will follow the cancellation terms listed in this policy. Where the Community Rental Room requires a written rental agreement, a cancellation provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.

- 13.2 All cancellations by the Renter will require a \$5.00 processing fee which the Recreation Department will withhold for administrative costs to process the cancellation. Cancellations may be requested up to four (4) business days prior to the rental date to receive a full refund amount. Refunds requested three (3) business days prior to the rental date will receive 50% of the rental fee. No refunds will be allowed two (2) business days prior to the rental date. Refund checks will be sent via mail, within two (2) to four (4) weeks of the cancellation.
- 13.3 If the rental, for a good cause, needs to be canceled by the City they will give the Renter notice forty-eight (48) hours in advance of the scheduled event or gathering, when possible. In such an occurrence, the Renter shall be entitled to full reimbursement of any fees paid.
- 13.4 All change of date rentals are subject to room availability.
- 13.5 No refunds of the rental fee will be given if the Renter fails to pay the security deposit and pick up the card key before the rental date.

14 Kitchen

- 14.1 The Community Rental Room kitchen is available at no additional cost to all Renters. The equipment included is an ice machine, sink, refrigerator/freezer, coffee maker, conventional oven with cook top and microwave oven.
- 14.2 The kitchen is designated for preparing and warming food. No cooking within the building is permitted with the sole exception of crockpots or electric roaster ovens. No electric fry pans are allowed.
- 14.3 All City-owned equipment used must be washed and put away in its original location.
- 14.4 Propane barbeques must be used outside of the building, at least 25 feet away from all structures and on the grass to prevent grease from staining the concrete.
- 14.5 Warming trays utilizing alcohol burners/Sternos may be used as long as they are placed under a chafing dish on a table with no guests seated at the table and properly put out and disposed of after use.

15 Parking Facilities

- 15.1 The main parking lot is located to the west of the Community Rental Room and Recreation building. The parking lot located to the south of the basketball courts may be used as an overflow parking area.

16 AED Defibrillator and First Aid Supplies

- 16.1 An AED defibrillator and first aid supplies are located in the Recreation Administrative Office. If these items are needed, Renters can contact the Site Supervisor.

17 Fire Extinguishers

- 17.1 A fire extinguisher is mounted on the wall in the Community Rental Room near the roll-up door in the kitchen.

18 Recurrent Use

- 18.1 Clinton City does not allow recurrent use of the Community Rental Room. No group may consider the Community Rental Room its permanent meeting place, use it for storage or use the Clinton City Recreation Administrative Office as its mailing address.

19 Non-Interference with Recreation Department

- 19.1 A Renter's activities shall not interfere with the administration of the Clinton City Recreation Department's official business.

20 Right of Inspection and Control

- 20.1 The City reserves the right to inspect and control all events, private parties, meetings and receptions held on its premises. The Renter is responsible to reimburse the City for all fees and costs incurred by the City should additional City staff be required to control the Renter's event.

21 Site Supervision

- 21.1 The City requires a Site Supervisor be present for all Community Room Rentals. The Site Supervisor will check in with the rental party when they arrive and will be on site for any questions that may arise. The Site Supervisor will also check the room for cleanliness and damages when the rental is over and retrieve the room and dumpster key from the Renter. If the keys are not returned, \$5.00 will be taken out of the security deposit for each key.
- 21.2 If cleaning has not been adequately performed, or if any damage has occurred, the Site Supervisor shall fill out an incident report and take photographs to document the damages and cleaning in case the security deposit is forfeited or other damages are sought.

21.3 The City reserves the right to require security whenever it deems it appropriate. Cost of security is the responsibility of the Renter. If security is deemed necessary, the Renter submitting the rental must make arrangements with the Clinton City Police Department and shall pay the cost of security to be present during the rental period.

21.4 Site Supervisors are not allowed to accept gratuities.

22 Dumpster

22.1 A key to the dumpster is located in the custodial closet. All trash should be taken out of the Community Rental Room, kitchen and bathrooms and placed in the dumpster. The dumpster should be locked and the key returned to the Site Supervisor when the rental is complete or a \$5.00 key replacement fee will be taken out of the security deposit.

23 ADA Accommodations

23.1 The Renter reserving the Community Rental Room shall assume full responsibility for providing and paying for any special accommodations not already available in the room that are requested in accordance with the Americans with Disabilities Act (ADA).

24 Special Event Permit

24.1 Due to the size and nature of an event, the City may require the Renter to acquire a Special Event Permit and/or General Liability Insurance for bodily injury and property damage with policy limits set by the City and naming the City as an additional insured. A Special Event Permit, which may be obtained through the Clinton City Community Development Department has separate deadlines that may require an earlier submittal. The Renter is responsible for being knowledgeable about all appropriate deadlines.

25 Alcohol Use

25.1 The consumption, distribution, selling and possession of alcohol is strictly prohibited in the Community Rental Room, perimeter and City parks. Alcohol use refers to any beverage that contains any amount of alcohol. Failure to comply with these regulations will result in immediate termination of the event and forfeiture of the refundable deposits and all of the room rental fees. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises shall be the sole responsibility of the organization, its sponsor or the Renter, who, as a condition of signing the Community Rental Room agreement for the room agrees to indemnify the City for any such injuries.

26 Smoking, Vaping, E-cigarettes, Cannabis, Inhalants, Tobacco Products

- 26.1 Smoking, vaping, e-cigarettes, cannabis, inhalants and/or tobacco product use, distribution, sales and possession of any kind is not permitted in the Community Rental Room or parks.

27 Damages

- 27.1 The Renter shall be responsible for paying the City the costs of replacement for any and all destroyed, damaged or missing room, grounds, and/or property caused by the Renter, guests, independent contractors, agents or any person on the Renter's behalf. The Renter is responsible for checking the room for damages and cleanup in a manner that is acceptable to the Community Rental Room Site Supervisor.

28 Personal Property

- 28.1 The City shall not be responsible and assumes no liability for lost or stolen equipment, personal property, merchandise, money, personal effects and goods in the Community Rental Room or its parks. The safekeeping and protection from theft or damage of all equipment, personal property, merchandise, money, personal effects and goods brought onto the premises of Clinton City shall be solely the responsibility of the Renter of the room and the owner of the personal money, effects and goods. The City will assume no liability for any equipment, personal property, merchandise, money, personal effects and goods left in the Community Rental Room or for any damages to such items if they are moved, cleaned or stored by our employees in the performance of their duties.

29 Penalties

- 29.1 Failure to comply with this policy may result in all or any of the following:

29.1.1 Forfeiture of some or all of the security deposit.

29.1.2 Cancellation of the event, meeting or other rental use.

29.1.3 Immediate termination of the event, meeting or other rental use without notice or warning.

29.1.4 Immediate removal of individuals from the premises by City staff or the Clinton City Police Department without notice or warning.

29.1.5 Payment to the City the costs of replacement for any and all destroyed, damaged or missing City property caused by Renters, their guests, independent contractors, agents or any person on the Renter's behalf.

29.1.6 Rejection of any or all future requests for use or rental of the City's Community Rental Room.

29.1.7 Criminal prosecution for any violations of law or ordinance and any other civil remedies to which the City may be entitled by law or in equity.

30 General Operating Rules and Regulations

- 30.1 Animals/Pets are not permitted inside the Community Rental Room except police dogs and service animals as defined by Title II and Title III of the Americans with Disabilities Act. Other animals may be allowed as part of an approved or City sponsored program or event. This includes, but is not limited to, guide dogs for the blind and dogs for the hearing impaired or physically impaired. Clinton City Code Section 19-9-9 specially prohibits animals in the parks except leashed dogs on the trail.
- 30.2 City Equipment may not be moved, rearranged, or altered for purposes other than its intended use. Equipment may not be damaged or destroyed. City equipment shall not be removed from the Community Rental Room. The Renter will be held responsible for any damages to any City-owned property or equipment.
- 30.3 Set-up of tables and chairs is the responsibility of the group utilizing the Community Rental Room and must stay in the room.
- 30.4 Clean-up is the Renter's responsibility and includes, but is not limited to, wiping off table tops; cleaning of chairs; disposing of all trash into proper receptacles; mopping of kitchen floor; wiping off counter tops and kitchen equipment; washing dishes; cleaning up all spillage on/in: floors, refrigerators/freezers, and ovens; cleaning bathrooms; locking all doors and turning off all lights. Removal of all Renter-owned or leased (non-City-owned) items by the end of the rental. Storage is not provided at the Community Rental Room. All post rental clean up must be completed within the time specified on the rental agreement. The need for additional cleaning or other maintenance could result in the City's retention of all or part of the security deposit.
- 30.5 Publicity and Signs may not be placed around the Community Rental Room promoting events held at the Community Rental Room, unless they are for City sponsored events. Special permission may be granted by the City Manager/ Recreation Director to post advertisements, notices or posters. The City reserves the right to request and require the Renter to provide a copy of promotional materials, including social networks and or invitations the Renter creates for the event/meeting. No publicity may state or imply that the Renter's party, celebration, program, etc. is sponsored, co-sponsored or approved by Clinton City or any municipal official or department unless the event or program is sponsored by Clinton City.
- 30.6 Commercial Use of the Community Rental Room for profit and private gain is prohibited. The sale or solicitation of goods, wares, merchandise, services, food and beverages is prohibited unless authorized by the City Manager/Recreation Director. The Clinton City non-profit based PARCS 501c3 Organization may use the Community Rental Room to conduct fundraising efforts, provided that 100% of the funds generated are received by the organization and all expenses related to the fundraising event are paid through the organization's regular debt process.

- 30.7 Decorations require prior approval by the Recreation Department. No signs or decorations are to be duct/package/scotch taped, nailed, pinned, tacked, stapled or otherwise attached to walls, windows, ceilings, blinds or other City property. Painter's tape is the only acceptable adhesive allowed in the Community Rental Room. Decorations must be fireproof. Patio decorations, tents or other equipment must also receive written approval. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A fee will be assessed if staff must retrieve released balloons or if any decorations cause damage to the room.
- 30.8 Discrimination is prohibited. The City will not discriminate against any person or persons because of their age, gender, race, religion, color, sexual orientation, disability, veteran status, natural origin or any other characteristic protected under local, state or federal law, nor will the City permit individuals or groups renting the room to engage in such discrimination. Clinton City shall not rent, lease, or allow use of its Community Rental Room by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, sexual orientation or handicap condition.
- 30.9 Events Not Covered in this policy must be submitted in writing and shall be reviewed by the City to determine appropriate use, fees, and services. A variance may be required as provided in Section 34.
- 30.10 Renter's Property, including all decorations, equipment, supplies, etc. owned by the Renter or the invitees, must be removed from the Community Rental Room immediately following the activity. Clinton City reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within two (2) weeks after notice to the Renter, the City reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the City, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the Renter with payment due and payable in thirty (30) days.
- 30.11 Fire/Open Flame use is strictly prohibited within the Community Rental Room except for lighters used to light regular style birthday candles that are no more than 3 ½ inches in height that are placed in a cake, pastry or ice cream and lit for a short duration and then extinguished after the singing of a celebratory song. Relighting/trick candles are not allowed. Alcohol burners/Sterno heaters for food warming are allowed if heater is placed under a chafing dish on a table with no guests seated at the table and are properly put out and disposed of after use. Propane containers (or similar Class I and II liquid fuels) are prohibited in the Community Rental Room at all times.
- 30.12 Portable Space Heaters are not allowed in the Community Rental Room.
- 30.13 Food and Beverage regulations apply to all rentals. Red or orange-based punch or juice, grape juice or other strong colored liquids, sauces, toppings or foods such as

strawberries, raspberries and blueberries, which would stain carpets, are not allowed in the Community Rental Room.

- 30.14 Illegal Activity is strictly prohibited and will result in immediate loss of privileges. All groups and individuals using the Community Rental Room shall comply with City, County, State and Federal laws. Illegal acts, including but not limited to fighting, gambling and lewd conduct are prohibited. Illegal activities will be immediately reported to law enforcement.
- 30.15 Incense, Fog, Hazer, Pyrotechnic Devices or Smoke use is not permitted in the Community Rental Room at any time.
- 30.16 Marijuana/Cannabis may not be possessed, smoked or otherwise ingested anywhere on City property.
- 30.17 Illegal Drugs are not permitted anywhere on City property.
- 30.18 Maximum Attendance regulations apply to all rentals. All rentals are subject to and may not exceed the maximum room capacity of 155. Failure to comply may result in termination of event.
- 30.19 Minors shall be supervised by one adult 21 years of age or older, for every 10 minors age 12 and under, and one adult for every 20 minors age 12 to 18 at all times while using the room.
- 30.20 Parking Lot Use is established to primarily service the room. Exceptions may be issued through approval of a variance as provided in this policy.
- 30.21 Public Utilities including heating and air conditioning systems, are operated solely by Clinton City and shall be operated in a manner deemed best by the City.
- 30.22 Prohibited Items include but are not limited to: glue, glitter, permanent markers, rice, confetti, bubbles, silly string, streamers, graphite, birdseed, hay, straw, corn stalks, grass, palm fronds, feathers and phragmites.
- 30.23 Delivery of Supplies and/or Equipment will not be accepted prior to the indicated starting time of the event.
- 30.24 Entrance Regulations apply to all rentals. All entrance doors on the premises shall be locked when the room is not in use. All door openings to the Recreation Administrative Offices shall be kept closed except in the event the rental party needs to contact the Site Supervisor. During use of the Community Rental Room, all exit doors shall not be blocked in any manner or propped open.
- 30.25 Sleeping or Lodging is not permitted in or on City property without approval by the City Manager or Recreation Director.
- 30.26 Vendors including magicians, food trucks, face painters, etc. may not be paid on City property including in the Community Rental Room or parking lot.

- 30.27 Prohibited Uses of the Community Rental Room are any that conflict with City policies, rules or ordinances, state or federal laws; activities which are discriminatory in the legal sense; gambling; the primary purpose of petition signature gathering; political campaign events or fundraisers; religious service or regular worship.
- 30.28 Control of Renter's Invitees is to be done by the Renter. The Renter should ensure that all policies, rules and regulations are strictly adhered to by all persons participating in the activity.
- 30.29 Sports practices and games are not allowed in the room.
- 30.30 Vehicles, bicycles, roller skates, in-line skates, skate boards, hover boards and scooters are not allowed inside the room.
- 30.31 Fireworks including sparklers, are not permitted in the Community Rental Room or on City property.
- 30.32 Personal Possession of Firearms will be subject to Utah State Statute and Clinton City Ordinance. The City reserves the right to address any activity or behavior deemed of concern, or otherwise contained herein.
- 30.33 The City Reserves the Right to act in the best interest of the City on matters not specifically covered in these policies.

31 Political and Fundraising Activities

- 31.1 General policy will apply. Except where specifically allowed under this policy, the Community Rental Room shall not be used for political activities, events, fundraisers, caucuses or assemblies. If specified political activities, events, fundraisers, caucuses or assemblies are permitted, they must be open to the public and subject to occupancy limits of the Community Rental Room.
- 31.2 Political campaign events and fundraisers advocating a political candidate, ballot proposal, or other political cause are not permitted in the Community Rental Room.
- 31.3 Campaign finance laws are to be adhered. The Community Rental Room shall not be used in a manner that would cause the City to be in violation of City, State or Federal laws.
- 31.4 Government officials in their official capacities shall not be limited to using either a fee-based or non-fee-based room in furtherance of performing the public duties associated with their office due to this policy.
- 31.5 After-hours meetings with government officials are permitted in the Community Rental Room provided the following guidelines are met. It is recognized that, from time to time, elected or appointed officials desire opportunities to schedule after-hours meetings with citizens on their personal time that are not required as part of their public duties, e.g. office hours, socials and town hall meetings. For

purposes of this policy, such meetings shall be considered to be in furtherance of the public duties associated with the officials' office, provided that they are open to all and do not include campaigning or fundraising. The Community Rental Room may be used by elected and appointed officials for such meetings with citizens subject to all applicable laws and subject to all rules, regulations and fees in the same manner as any other Renter. No such event shall occur that requires the expenditure of public funds or the provision of in-kind services by the City, e.g. refreshments, photocopies, labor costs, that could be construed as making a public expenditure or providing a contribution of volunteer public services in violation of the Utah Campaign Finance Laws. In no case shall such an event be held in such a manner as to constitute a violation of the Utah Open and Public Meetings Act.

- 31.6 Signature gathering shall not be done in the Community Rental Room, Recreation Administrative Offices, parking lots and drives. This policy, however, is not intended to prohibit an invitee of a Renter of a room from incidentally asking other invitees attending the same event within the same room if they are willing to sign a petition at an off-site location.
- 31.7 Political parties and campaign committees shall not use the Community Rental Room for the primary purpose of conducting a political fundraising event for any candidate or discussing a ballot question. This policy, however, is not intended to prohibit invitees of a Renter from incidentally asking other invitees attending the same event in the same room to support a fundraising effort of an individual attendee or Renter of the room for some future off-site event.

32 Religious or Faith-Based Use

- 32.1 Religious services/regular worship shall not be conducted in the Community Rental Room. In recognition of the City's interest in complying with the Establishment Clause of the First Amendment of the U.S. Constitution, the Community Rental Room shall not be used for the purpose of conducting religious services or made available as a venue for the regularly scheduled worship activities of any religious organization.
- 32.2 Incidental faith-based activities such as weddings, funerals or other ceremonies and events that could be carried out in a purely secular manner, but which the Renter chooses to have conducted by a minister of any religion, shall be considered an event with an incidental faith-based component as opposed to a religious service or worship event and may take place in the Community Rental Room.

33 Indemnification, Liability and Insurance

- 33.1 To the full extent permitted by law the Renter agrees to save, defend, indemnify and hold harmless Clinton City and all its employees, officials, agents and affiliates, from and against, any and all liabilities, actions, courses of action, losses, costs, expenses, claims and damages arising out of any negligent or

tortuous acts on the part of the Renter, employees or agents and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons by virtue of or arising from the Renters authorized use or occupancy of the Community Rental Room, adjoining property, equipment or activity participation. The foregoing entities shall also be held harmless from and against all claims, damages losses and expenses, just or unjust, including but not limited to costs of defense, including attorney’s fees arising out of or resulting from personal injury, sickness, disease or death.

- 33.2 The Renter of the room as an individual and as a group is/are liable for any damage to public or private property or injury to any person resulting from the use or presence in the room. If damage is found, the group will forfeit the security deposit and pay the cost of all damages and repairs needed. If the damage is caused with intent, Clinton City may pursue criminal charges classified by the value of the damage caused. A minimum charge of a Class B Misdemeanor can result in a \$690 fine and/or ninety (90) days in jail.
- 33.3 Clinton City does not provide individual accident and health insurance for Renters of the Community Rental Room. Groups or individuals deemed to be “high risk” using the room may be required to procure and maintain a General Liability Insurance Policy, at their sole costs and expense, for any death or injuries to persons or loss or damage to property that may arise from or in connection with use of the Community Rental Room and the activities associated with it. They may need to supply a certificate of such insurance to the City and to name on such policy Clinton City Corp. as an additional insured. Minimum acceptable limits of such insurance will be \$1 million each occurrence and \$1 million aggregate. Clinton City must receive policy verification including dates of coverage and financial limits for the event at least 30 days prior to the first rental date.
- 33.4 Whether an event requires insurance shall be decided by the City Manager/Recreation Director.
- 33.5 Low-impact activities, such as meetings, or social receptions with less than 155 attendees, are not required to provide insurance.

34 Variances

- 34.1 A Renter may request a variance from one or more of the rules set forth below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of this policy.
- 34.2 Variances must be requested in writing to the City Manager/Recreation Director who will submit it to the other party. The request must set forth the unusual circumstances that justify a deviation from the ordinary rules. The decision of the City Manager/Recreation Director is final.
- 34.3 Variances will be granted only upon finding that the circumstances presented are unusual and not likely to recur often, the granting of the variance will not set a precedent, and the variance will not be detrimental to public health, safety or

welfare, or disruptive to other events occurring at the facility at the same time or to the immediately surrounding neighborhood.

34.4 In the event a variance is granted, the Renter will pay any supplemental fee necessary to compensate the City for additional costs associated with the variance.

34.5 Variances may be requested only from the following requirements:

34.5.1 Hours of use beyond times stated in this policy. Any use after business hours requires special approval of the City Manager/Recreation Director and is subject to the availability of supervisory personnel.

34.5.2 Use of the parking lot for any purpose other than parking cars in marked stalls.

34.5.3 Large events that involve the use of multiple rooms and/or spaces not normally scheduled for use and uses that may result in parking of event attendees in areas beyond the boundary of the Clinton City Community Rental Room parking lot, or events not covered in this Facility Use and Rental Policy.

34.5.4 Fees for governmental organizations may be waived, when it is determined that the use by the governmental organization will provide a substantial and measurable benefit to the Clinton City community.

34.5.5 Requests for waiver or discount of fees will not be accepted nor considered except for variances listed above.

35 Use of City Name or Logo

35.1 The use of the Clinton City/Clinton City Recreation name is strictly prohibited by any organization or person for any purpose in connection with the use of the Community Rental Room for publicity or otherwise, except to identify the location of the event. Unapproved use of the Clinton City/Clinton City Recreation name or logo may be grounds for termination of the rental agreement and may be subject to other legal actions.

36 Fundraising Events

36.1 No fundraising events may occur on any City property, including but not limited to the Community Rental Room.

37 Disclaimer

37.1 Use of the Community Rental Room does not constitute City endorsement of the viewpoints, beliefs, ideas or policies expressed by organizations or individuals using the space and may not be advertised or implied as having such approval or endorsement.

38 Cost Review

- 38.1 The City Manager/Recreation Director will review the fee structure for the use of the Community Rental Room. They will have authority to make interim price changes between City Council reviews if necessary to cover costs of the room.

39 Use of Funds

- 39.1 Proceeds from monies collected for use of the Community Rental Room will be used to offset building costs and will be deposited into the General Fund.

40 Renter Agreement

- 40.1 Renter agrees to comply with all conditions set forth in the Community Rental Room Use and Rental Policy.
- 40.2 Renter certifies that they are the person requesting the room or are an officer of the organization renting the room, that as part of the organization, they have the authority to rent the Clinton Community Rental Room and that the statements given in the rental agreement are true to the best of the Renter's knowledge and belief.
- 40.3 The Renter hereby agrees that they will be responsible for any damage caused by them to the Community Rental Room, premises, furnishings, etc., because of the use of said premises by the Renter, and agree to pay for said damages assessed by Clinton City.
- 40.4 The Renter received, read and agrees to abide by and uphold all rules and policies governing the use of the Clinton City Community Rental Room.
- 40.5 The Renter also agrees to release, acquit, discharge Clinton City and its employees, assistants, representatives, volunteers, officers, agents, servants, officials and any other Clinton City representative from any and all claims or rights from action for any personal injuries, property damage, liability, illness, death, bodily injury, property damage, petitions and causes of action which may occur to the Renter, their heirs, guests, representatives, executors, administrators or any other persons acting on the Renters behalf or on behalf of the Renters estate as a result from the use of the above premises. The Renter further agrees to protect, save and keep Clinton City, its agents and employees forever free and harmless and indemnified against and from any and all loss, cost or expense arising out of or from any accident or other occurrence causing injury to any person or property whomsoever or whatsoever as a result of the use of the Clinton Community Rental Room and premises.
- 40.6 This indemnification and hold harmless agreement shall specifically include any claims arising from the negligence of the City, its agents, officials and employees.

40.7 The City requires a written agreement be signed by the Renter and by signing the rental agreement, the Renter is stating that they understand the rules and regulations pertaining to the Clinton City Community Rental Room and its proper use. Furthermore, they fully agree to abide by and uphold these rules throughout the rental and leave the room in the same condition in which they found it. Failure to abide by these rules may result in forfeiture of security deposit and denial of future use of Clinton City facilities, including the Community Rental Room and park bowery's.

41 Photo Use Release

41.1 I hereby grant and authorize Clinton City the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of myself, my child or children, and/or any individuals that I invite to the program/event to be used in and/or for legally promotional materials including, but not limited to: newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits, submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless Clinton City otherwise revokes said authorization in writing. I understand that these materials shall become property of Clinton City and will not be returned.

Exhibit A – Community Rental Room Fee Schedule

Group	Rate Per Hour (To offset room maintenance)	Security Deposit Required
Group A – City and Departments	\$ 0	N/A
Group B – PARCS and Affiliates	\$ 0	N/A
Group C – Government Agencies & Local School Districts	\$ 0	N/A
Group D – Private Parties/Events & Employees/City Council/Mayor	Resident - \$40 Non-Residents - \$55 Employee - \$20	\$250

* All fees are subject to change.

<p>Councilmember Tyler</p>	<ul style="list-style-type: none"> • Nothing at this time.
<p>Mayor Stanger</p>	<ul style="list-style-type: none"> • Wasatch Integrated Waste update. • Would like the City Council to review City Code regarding Park Strips. • Attended the Clearfield High School Mindful Center • Attended training with the Fire Department and continues to be impressed with Clinton’s great employees.
<p>ADJOURNMENT</p>	<p>Councilmember Stanton moved to adjourn. Councilmember Dougherty seconded the motion. Councilmembers Dougherty, Patterson, Mitchell, Stanton and Tyler voted in favor of the motion. The meeting adjourned at 7:53 p.m.</p>
<p><u>ACTION ITEMS</u></p>	<ul style="list-style-type: none"> • Annexation area – green belt • Plaque at the pickleball courts for anonymous donor. (July 2021) • Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) – Planning Commission Review • Bring back Chapter 4 of the Subdivision Ordinance regarding allowing a letter of credit for escrow and researching what surrounding jurisdictions allow (26-4-8). 6g(January 2017) Planning Commission Review • Update Ordinance to eliminate pressurized sewer lines in the Clinton City streets on new residential development (January 2018). • Create a facilities maintenance plan before the next budget cycle in FY 19-20 (May 2018). • Remove river rock from the low maintenance material allowed for park strips in the ordinance (Aug 2018)

DRAFT

 Lisa Titus, Clinton City Recorder