

# **CLINTON CITY**

# **FEE SCHEDULE**

## **FY 2025-26**

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# CLINTON CITY

## CONSOLIDATED FEE SCHEDULE

### FY 2025-26

BUILDING FEES			
Building Valuation			
	Building Valuation is derived utilizing current building valuation data from the International Code Council (ICC) published on the ICC web site (www.iccsafe.org).		
Building Permit Fees			
	Building Permit Fees are determined by utilizing the procedures outlined in Chapter 3 of the <u>1997 ICBO Uniform Administrative Code</u> (UAC) and Table 1-A as modified and attached hereto, based upon the Building Valuation, plus the following fees:		
	Plan Review Fee		
		Residential Dwelling	
			Single Family est. 2002
			30% of the Bldg. Fee
			Multi-Family est. 2001
			65% of the Bldg. Fee
			Accessory Buildings and Detached Garages est. 2002
			20% of the Bldg. Fee
		Commercial	Primary Building Structures est. 2001
			65% of the Bldg. Fee
			Accessory Building est. 2001
			65% of the Bldg. Fee
	Investigation Fee	est. 2001	100% of the Bldg. Fee
	State Fee		1% of the Bldg. Fee
	Technology Fee	Est. 2019	
		Other Permits up to \$100	\$1
		Other Permits from \$101 to \$160	\$3
		Other Permits from \$161 to \$999	\$5
		Other Permits greater than \$1000	\$15
		Single Family Residential	\$30
		Commercial Permits	\$45
Building Permit Fees est. 2001			
	Additions or Modifications to Existing Structures; Structural, Plumbing, Mechanical, and/or Electrical Systems. Fees shall be assessed in accordance with the provisions of Section 304 of the <u>1997 Uniform Administrative Code</u> (UAC), Section 109 of the IBC and Section R108 of the IRC.		
Building Bond est. 2009			
	The Building Bond is a refundable bond designed to ensure compliance with the requirements of the Utah <u>Uniform Building Standards Act Rules</u> and for protection of the public right-of-way, only one bond is required per permit. Necessity of Bond is determined by the Building Official.		
	Residential Dwelling		
		Single Family Dwellings and modifications	\$ 1,500.00
	est. 2017	Single Family Dwellings in a PH Zone – Trees, Landscaping & Automatic Sprinkling System	\$ 8,500.00
		Multi Family Dwellings and modifications	\$ 75.00/l.f. of curb, gutter, sidewalk
	Commercial		

	Existing Structure	\$ 75.00/l.f. of curb, gutter, sidewalk
	New Construction	\$ 75.00/l.f. of curb, gutter, sidewalk
	Building Demolition or Relocation est. 2012	\$ 75.00/l.f. of curb, gutter, sidewalk

## SERVICE FEES

FEE	FEE AMOUNT**
Subdivision Preliminary Plat* est. 2019	\$ 655.00 plus \$ 55.00 per lot or dwelling
Subdivision Final or Amended Plat* est. 2019	\$955.00 plus 90.00 per lot or dwelling
Subdivision Inspection Fee	\$ 75.00 per lot
Subdivision Inspection Fee Re-inspection	\$ 58.80 per occurrence
Subdivision Street Light Connection est. 2022	\$162.00 per streetlight
Minor Subdivision Fee est. 2019	\$ 455.00 plus \$35.00 per lot
Minor Subdivision Inspection Fee w/infrastructure	\$ 250.00 plus \$10.00 per lot
Subdivision Preliminary Plat Re-Certification est. 2019	\$ 955.00 plus 45.00 per lot or dwelling
Subdivision Final Plat Re-Certification without Changes est.2019	\$ 955.00
Minor Subdivision Fee Re-Certification without Changes est.2019	\$ 230.00
Re-advertisement Fee	Cost of previous ad + \$ 58.80
Subdivision Administrative Fee (eg. Subdivision Name Change) est. 2018	\$250
Telecommunications Right-of-Way Application est.2019	\$ 505.00

### SITE PLAN REVIEW, COMMERCIAL AND OR NON-RESIDENTIAL SUBDIVISION

GROSS SITE AREA	FEE AMOUNT
0 to 5 acres est. 2019	\$ 655.00 plus \$ 210.00 per acre
5.1 to 10 acres est. 2019	\$1,705.00 plus \$ 175.00 per acre over 5
10.1 to 15 acres est. 2019	\$2,580.00 plus \$ 150.00 per acre over 10
15.1 to 20 acres est. 2019	\$3,330.00 plus \$ 125.00 per acre over 15
20 acres or more est. 2019	\$3,955.00 plus \$ 110.00 per acre over 20
Engineering and design costs specific to a proposed development.	Actual engineering costs plus a 15% administrative cost

### CODE ENFORCEMENT

	FEE AMOUNT
Property Clean-up	Actual cost of work or contract
Administrative Cost	\$ 175.00
Inspector Costs	\$ 58.80
Removal of Lien	\$ 75.00
Removal of Non-Compliance	\$ 75.00
Zoning Compliance Inspection/Letter	Upon Request est. 2014 \$ 150.00

### CODE ENFORCEMENT - CIVIL PENALTIES, FINES, AND FEES

General City Code Violations	
Administrative Citations – First Offense	\$100.00
Administrative Citations – Second Offense (within one calendar year from the first offense)	\$200.00
Administrative Citations – Third Offense or more (within one calendar year the from first offense)	
Civil Penalties per Notice of Violation or Hearing Officer Order	
After the first fourteen (14) calendar day correction period has ended, and the violation(s) has not been corrected	\$125.00
After the second fourteen (14) calendar day correction period has ended, and the violation(s) has still not been corrected	\$250.00
After the final fourteen (14) calendar day correction period has ended and the violation(s) has still not been corrected	\$500.00
Hearing Fee for Default Hearings or Administrative Code Enforcement Hearings	\$100.00 If responsible Person is unsuccessful or fails to appear after property notice

ADDITIONAL FEES DEPENDENT UPON MATERIAL PROVIDED	
	FEE AMOUNT
Subdivisions Submitted without Electronic Data	\$ 115.00 plus 29.00 per lot
Storm Drain Analysis with Preliminary Plat or Site Plan Review	\$ 115.00 plus 29.00 per lot

*\*\*Planning & Zoning Fees include a \$5 technology fee*

CLINTON CITY SWPPP REVIEW AND INSPECTION FEES ^	
Plan Review Fees *	
FEE	AMOUNT
Single Lot est. 2011	\$ 50.00 per lot
Commercial Development est. 2011	\$ 50.00 per acre or portion thereof up to 5 acres
Subdivision Development est. 2011	\$ 50.00 per acre or portion thereof up to 5 acres
Light Manufacturing est. 2011	\$ 50.00 per acre or portion thereof up to 5 acres
Yearly Inspection	
Single Lot	\$ 150.00 per year
Commercial Development	\$ 300.00 per year
Subdivision Development	\$ 300.00 per year
Light Manufacturing	\$ 300.00 per year

Other SWPPP Fees	
Re-inspection est. 2017	\$ 58.80 per inspection
Inspections Performed Outside of Clinton City	
Mileage	A mileage charge will be assessed for each plan review inspection and regular inspection based on the distance from Clinton City Public Works to the site of the development or lot. Charge will be based upon the rate found at: <a href="http://www.gsa.gov/portal/content/100715">http://www.gsa.gov/portal/content/100715</a>
Administrative Charge	A \$10.00 administrative charge will be assessed for each plan review and inspection to cover the cost of office supplies, maintaining additional files and transferring information to the City where the project is located.
^ All fees shall be assessed starting when a permit is issued and continue until a Notice of Termination is filed with the State, approved, and a copy supplied to Clinton City.	
* Plans not complying with requirements established by city staff after a second review are subject to re-assessment of fees.	

Note: Service fees are a user fee designed to cover the cost of services and time provided by the City staff and where applicable the City Engineer reviews. City Engineer fees are tracked and considered to be equal to a minimum of one-half of the service fee. Once the engineer review constitutes greater than one-half of these fees a developer will be required to pay an additional fee equal to one-half of the original service fee. This additional fee will occur every time the engineering review fee exceeds one-half of the original service fees.

STORMWATER FEE WORKSHEET	
Equivalent Service Unit (ESU) est. 2025	\$8.00
RESIDENTIAL USE FEES	
Single Family Dwelling, Attached or Detached	1 ESU
Apartments	1 ESU per unit or actual calculation of impervious surface
NON-RESIDENTIAL USE FEES	
One ESU per 2,700 square feet of impervious surface area.	

IMPACT FEES- Revised FY 2019 <sup>^</sup>							
	Parks & Trails	Police	Fire	Storm Water	Sewer*	Culinary Water**	Transportation
<b>Residential</b>	<b>Per Housing Unit</b>						
Single Family Detached	\$2,552	\$110	\$200	\$0.10/SF of lot	\$113	\$1,964	\$682
All Others	\$2,351	\$110	\$200	\$0.10/SF of parcel	<i>Refer to Non-Res</i>	<i>Refer to Non-Res</i>	
Multi-Family (2 stories or less/ townhomes)							\$529
Multi-Family (3-9 stories)							\$393
Mobile Home Park							\$469
<b>Non-Residential</b>	<b>Per Square Foot</b>						
	---	\$0.48/SF of bldg	\$0.71/SF of bldg	\$0.10/SF of parcel			
			<b>Per Water Meter Size</b>				
			<b>3/4"</b>		\$113	\$1,964	
			<b>1"</b>		\$178	\$5,238	
			<b>1.5"</b>		\$518	\$6,548	
			<b>2"</b>		\$647	\$12,688	
			<b>3"</b>		\$647	\$23,790	
			<b>4"</b>		\$647	\$39,650	
			<b>6"</b>		\$647	\$183,349	
			<b>8"</b>		\$647	\$314,313	
Assisted Living Center							\$187/Bed
Hotel							\$604/Room
Warehousing/ Mini-Warehouse							\$109/1000 SF
General Manufacturing/ Industrial Park							\$240/1000 SF
General Commercial							---

<sup>^</sup>Rates based on IFAs and IFFPs prepared by Zion's Public Finance and JUB Engineering, dated May 2019 and adopted by City Council on June 11, 2019

*\*This rate does not include the North Davis Sewer District Impact Fee.*

*\*\*Adjusted fees may be considered for a development based upon studies and data submitted by the developer that would otherwise indicate a more realistic and accurate impact upon the City's infrastructure than calculations indicated in the IFA.*

**Non-Standard Users Impact Fee Formula:**

**Step 1:** Identify Estimated ERC Equivalency Ratio of Proposed Development

**Step 2:** Multiply ERC Equivalency Ratio by Impact Fee per ERC of \$1,964.46

## OTHER IMPACT PASS THRU FEES \*

North Davis Sewer District	
FEE	AMOUNT
Single Family Residential within Clinton est. 2024	\$3,454.03
Non-Resident of District est. 2008	Refer to NDSD User Charge System Handbook
Other Connections est. 2008	Refer to NDSD User Charge System Handbook
Davis/Weber County Canal Company	
Assessment for secondary water required for new developments, either residential or otherwise, shall be as developed by the Davis and Weber County Canal Company.	

## OTHER CONNECTION PASS THRU FEES \*

North Davis Sewer District	
FEE	AMOUNT
Connection Request Review Individual est. 2008	\$ 125.00
Connection Request Review Subdivision est. 2008	\$ 250.00
Connection Inspection Fee Individual est. 2008	\$ 240.00
Connection Inspection Fee Subdivision est. 2008	\$ 375.00
Other District Fees	Refer to NDCSD User Charge System Handbook. All District fees are subject to change.

## USER FEES

User fees are assessed against an individual or corporation wishing to have action taken on a specific case.	
FEE	AMOUNT**
Rezone Request est. 2019	\$ 405.00 plus \$ 35.00 / acre
Agriculture Protection Area Request est. 2019	\$ 285.00 plus \$ 23.00 / acre
Conditional Use Permit/CUP Appeal/Administrative Requests (e.g. Zoning Verifications, Minor Variances, etc.) est. 2019	\$ 255.00
Request to Appear Before Board of Adjustments est. 2019	\$ 255.00
Request for Change General Plan	
Text est. 2019	\$ 755.00
Map est. 2019	\$ 955.00
Request for Annexation	
Up to 2 Acres est. 2019	\$ 285.00 plus \$ 173.00 / Acre
2+ up to 5 Acres est. 2019	\$ 631.00 plus \$ 144.00 / Acre over 2
5+ up to 10 Acres est. 2019	\$1,064.00 plus \$ 115.00 / Acre over 5
10+ Acres and Over est. 2019	\$1,638.00 plus \$ 87.00 / Acre over 10
Engineering and design costs specific to a proposed annexation. est. 2001	Actual engineering costs plus a 15% administrative cost

*\*\*Planning & Zoning Fees include a \$5 technology fee.*

## Credit/Debit Card Transaction Fee

Non-utility credit/debit card transactions tendered on  
VISA, Mastercard, and Discover

3% based on the dollar amount of the non-utility credit/debit  
card transaction

## DIRECT SERVICE FEES

### Temporary Water Service (Collected With Each Building Permit)

FEE	AMOUNT
Residential Construction est. 2015-16	\$ 21.00 onetime fee with permit
Commercial Construction est. 2015-16	\$ 21.00 with permit then per month schedule

### Water Meter (Collected With Each Building Permit)

Inches	Type	
¾ est. 2025	Displacement	Actual Cost
1 est. 2025	Displacement	Actual Cost
1 ½ est. 2022	Displacement	Actual Cost
2 est. 2022	Displacement/Compound	Actual Cost
Larger than 2 est. 2014	Compound	Actual cost + \$ 150.00

### Road Cut Fee (Collected With Each Road Cut Permit)

Administration Fee est.2022	\$ 58.80
Oil Mulch Paving, 4" thick est. 2022	Square Yard \$ 30.00
Road Base for Patch, 2023	Cubic Yard \$ 75.00
Winter Mix, 2" thick est. 2022	Square Yard \$ 24.00
Crack Seal est. 2022	Linear Foot \$ 2.50
Seal Coat est. 2022	Square Yard \$ 3.00
Curb and Gutter est. 2023	Linear Feet \$ 55.00
Sidewalk est. 2023	Linear Feet \$ 60.00
Removal of Recorded Declaration of Needed Improvements est. 2012	\$ 50.00
Road Cut Maintenance Fee est. 2015	1.5 * length of cut * crack seal rate * # years road life remaining / 5

### Street Signs

Post est. <del>2022</del> 2025	\$ 65.00
Street Sign (Stop, Yield, Speed, Information, Street Number) est 2022	\$ 60.00
Installation est. est. 2025	\$ 50.00
Custom Signs (HOA, etc.) est. 2015-16	Actual Cost + \$ 10.00 / sign

### Snow Removal and Landscape Fees

Includes mobilization, equipment and office work	\$ 85.00 flat rate
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## UTILITY FEES ASSESSED BY THE CITY

Water Residential / Commercial	
FEE	AMOUNT
Customer Initialization Fee est. 2012	\$ 20.00
Residential Deposit est. 2003	\$ 70.00 per connection
Commercial Deposit est. 2001	\$ 100.00 per connection
Service within Clinton Limits	
Up to 2,000 gallons per month est. 2025	\$24.74 per ERU per Month
3000 gallons per month	\$25.53 per ERU per Month
4,000 gallons per month	\$26.32 per Month
5,000 gallons per month	\$27.17 per Month
6,000 gallons per month	\$28.02 per Month
7,000 gallons per month	\$28.93 per Month
8,000 gallons per month	\$29.84 per Month
9,000 gallons per month	\$30.82 per Month
10,000 gallons per month	\$31.80 per Month
11,000 gallons per month	\$33.90 per Month
12,000 gallons per month	\$36.16 per Month
13,000gallons per month	\$38.59 per Month
14,000 gallons per month	\$41.20 per Month
15,000 gallons per month	\$44.01 per Month
16,000 gallons per month	\$47.03 per Month
17,000 gallons per month	\$50.28 per Month
18,000 gallons per month	\$53.77 per Month
19,000 gallons per month	\$57.52 per Month
< = 20,000 gallons per month	\$61.55 per Month plus \$5 per additional 1,000 gallons
Service outside of Clinton Limits	
Up to 2,000 gallons per month est. 2025	\$25.74 per ERU per Month
3000 gallons per month	\$26.53 per ERU per Month
4,000 gallons per month	\$27.32 per Month
5,000 gallons per month	\$28.17 per Month
6,000 gallons per month	\$29.02 per Month
7,000 gallons per month	\$29.93 per Month
8,000 gallons per month	\$30.84 per Month
9,000 gallons per month	\$31.82 per Month
10,000 gallons per month	\$32.80 per Month
11,000 gallons per month	\$34.90 per Month
12,000 gallons per month	\$37.16 per Month
13,000gallons per month	\$39.59 per Month
14,000 gallons per month	\$42.20 per Month
15,000 gallons per month	\$45.01 per Month
16,000 gallons per month	\$48.03 per Month
17,000 gallons per month	\$51.28 per Month
18,000 gallons per month	\$54.77 per Month
19,000 gallons per month	\$58.52per Month
< = 20,000 gallons per month	\$62.55 per Month plus \$5 per additional 1,000 gallons
Water Special Service	
Shut-Off Fee est. 2010	\$ 35.00 (\$ 10.00 suspended if paid in full)
After Hours Turn On est. 2010	\$ 35.00
On/Off fee for inspections est. 2015	\$ 35.00
Lien Origination Cost est. 2010	\$ 175.00
Removal of Lien est. 2010	\$ 50.00
Removal of Non-Compliance est. 2010	\$ 50.00

<b>Water Construction/Dust Control</b>	
Residential Subdivision est. 2009	\$ 65.00 / acre or portion thereof / month
Commercial Development	
Hydrant Meter Deposit est. 2009	See Water Temporary Connections Below
Monthly Meter Reading	See Residential Rates

<b>Water Temporary Connections (to a hydrant)</b>	
Deposit est. 2025	\$2000
Set Meter est. 2023	\$ 65.00
Monthly Meter Reading	See Residential Rates

<b>Water Sample Investigative</b>	
Requested Repeat Sample	\$ 25.00 each

<b>Sanitary Sewer</b>	
<b>Residential</b>	
Connection Within Clinton Limits est. 2025	\$9.20 per ERU per Month
Connection Outside Clinton Limits est. 2025	\$11.20 per ERU per Month
NDSF Fee est. 25	\$24.00 per ERU per Month

<b>Sanitary Sewer West Fairfield Subdivision (Footnote 1) Interlocal Agreement with West Point September 18, 2012</b>	
West Point Fee est. 2025	\$8.70 per ERU per Month
Clinton City Fee est. 2025	\$9.20 per ERU per Month
NDSF Fee est. 2025	\$24.00 per ERU per Month

<b>Sanitary Sewer Commercial &amp; Non-Residential</b>		
Connection Within Clinton Limits Per Month	Clinton City Fee est. 2025	\$9.20 for the first 10,000 gallons of water used
	NDSF Fee est. 2025	\$24.00 for the first 5,500 gallons of water used
	NDSF Fee est. 2025	\$4.65 / 1,000 gallons of water over 5,500
	Clinton City Fee est. 2025	\$1.82 / 1,000 gallons of water over 10,000 gallons
Connection Outside Clinton Limits (Winco)	Clinton City Fee est. 2025	\$11.20 for the first 10,000 gallons of water used
	NDSF Fee est. 2025	\$24.00 for the first 5,500 gallons of water used
	NDSF Fee est. 2025	\$4.65 / 1,000 gallons of water over 5,500
	Clinton City Fee est. 2025	\$2.02 / 1,000 gallons of water over 10,000 gallons

<b>DAVIS COUNTY PASS THRU FEES*</b>	
<b>FEE</b>	<b>AMOUNT</b>
Emergency Dispatch Per ESU est. 2025	\$ 1.40 per month

ESU: Equivalent Service Unit, an apartment, separate residence, or separate business within or adjacent to a single building.  
ERU: Equivalent Residential Unit

## DAVIS AND WEBER COUNTIES CANAL COMPANY PASS THRU FEES\*

### Secondary Water Rates est. 2025

FEE	AMOUNT
0 – 1/3 acre	\$ 26.33 / month
>1/3 – 1/2 acre	\$30.33 month
>1/2 – 3/4 acre	\$37.17 month
>3/4 – 1 acre	\$41.25 month
> 1 – 1.25 acre	\$45.33 month
> 1.25 acre-D & W Canal Co. bills larger lot sizes directly	

NOTE: For secondary water calculations, 1/3 acre = 14,520 sq. ft. 1/2 acre = 21,780 sq. ft. 3/4 acre = 32,670 sq. ft. 1 acre = 43,560.

*\* These fees are pass- thru fees assessed by other entities other than Clinton City and subject to change without prior notice from the City.*

### UTILITY FEES ASSESSED BY THE CITY (Continued)

#### Sanitary Sewer West Point Service Area 800 N and 3000 West (Footnote 2) Interlocal Agreement with West Point September 18, 2012

Interlocal Agreement est. 2025	Clinton City Fee est. 2015	\$8.70 for the first ten thousand gallons of water used
	NDSD Fee est. 2016	West Point City Collects
	Clinton City Fee est. 2015	\$1.77 / 1,000 gallons of water over 10,000 gallons
	NDSD Fee est. 2016	West Point City Collects

1 – Equal to West Point City Fee plus NDSD Fee plus Clinton City Fee

2 - Equal to Outside Clinton Sewer Fee less NDSD fee, West point collects and pays the NDSD Fee.

### UTILITY FEES ASSESSED BY THE CITY

#### July 28, 2015 Interlocal Agreement for Sanitary Sewer with West Point for Service Area - forty-acre (40 acre) area in Clinton that is north of 1800 North and south of the 2050 North Davis County Storm Channel and west approximately 3250 West and extending west to the Clinton / West Point boundary

Interlocal Agreement est. 2025	Clinton City Fee est. 2023	\$9.20 for the first ten thousand gallons of water used,
	West Point Wheeling Fee	\$8.70 per month
	NDSD Fee est. 2017	\$24.00 Clinton City Collects

#### Sanitary Sewer Special Service District (Cranefield Subdivision)

FEE	AMOUNT
Residential Connection	SSSSD Fee est. 2023
	NDSD Fee est. 2017-18
Non-Residential Connection (Commercial) (Golf Course)	NDSD Fee est. 2017-18
	SSSSD Fee est. 2023
	NDSD Fee est. 2017-18
	SSSSD Fee est. 2023
Residential Connection Outside SSSSD And Outside NDSD	SSSSD Fee est. 2023
	NDSD Fee est. 2024
Non-Residential Connection Outside SSSSD	
Fees will be calculated based upon established fee schedule when the need arises.	
Trash Disposal (Residential)	
90 Gallon Can est. 2025	\$19.01 month
Additional Can est. 2025	\$15.51 month
Can Replacement	Actual replacement cost
New Lot Development	Actual cost

Additional Can Delivery est. 2022	\$25 each
Can Retrieval est. 2022	\$25 each
<b>Storm Water Utility</b>	
Residential est. 2025	\$8.00 per month
Residential Multi-Family or Planned Development est. 2025	\$8.00 per month when billed individually or based upon calculations from the Stormwater Fees Worksheet
Commercial est. 2025	Based upon calculations from the Stormwater Fees Worksheet
West Fairfield Subdivision Serviced by West Point est. 2025	\$8.00 per month

<b>Utility Connections Outside of Clinton Limits (Fees in addition to impact fees)</b>	
<b>Residential</b>	
Culinary Water est. 2010	\$1,586.00
Sewer est. 2010	\$1,246.00
<b>Commercial</b>	
Culinary Water est. 2001	Approved by Council. Minimum fee based upon water meter size.
Sewer est. 2001	Approved by Council. Minimum fee based upon water meter size and anticipated water consumption.

<b>OTHER FEES ASSESSED BY THE CITY</b>	
<b>Administrative</b>	
<b>FEE</b>	<b>AMOUNT</b>
Notary Service est. 2001	\$ 5.00 per Signature
Copies (small quantities) est. 2010	\$ 0.15 per page
Copies (large quantities) est. 2001	Established by job and man hours
Returned Check Fee est. 2001	\$ 20.00
Delinquent Utility Payment Penalty est. 2023	\$ 20.00
Illegal sign recovery (first time) est. 2015	\$ 5.00 per sign
Illegal sign recovery (subsequent offence) est. 2015	\$ 20.00 per sign
GRAMA Request Processing est. 2015	For action taking more than fifteen (15) minutes an hourly charge may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request. Hourly rate is determined to be salary and does not include benefits.

<b>RECREATION FEES ASSESSED BY THE CITY</b>	
<b>City Facilities</b>	
<b>FEE</b>	<b>AMOUNT</b>
Bowery/Park Rental est. 2006,2018,2022 (Resident)	\$ 30.00 per 5 hours plus \$50 refundable cleaning deposit
Bowery/Park Rental est. 2022 (Non – Resident)	\$ 50.00 per 5 hours plus \$50 refundable cleaning deposit
Bowery/Park Light Usage est. 2014	\$ 10.00
Bowery Light Key Deposit	\$125.00
Bowery Light Key Replacement/ Lost Key est. 2020	\$ 150.00
Community Center Rental Deposit est. 2010	\$ 250.00
Community Center w/Kitchen - Resident est. 2009	\$ 40.00 per hour
Community Center w/Kitchen – Non-Resident est. 2022	\$55 per hour
Community Center w/Kitchen – Employees est. 2022	\$20 per hour
<b>Special Event Fees</b>	
Application (2018)	\$ 95.00
Police Services Special Event 25-20-4(3)(e)	To be established by Council action based upon services needed
Fire Services Special Event 25-20-4(4)(b)	To be calculated and based upon application
Community Center Key Card Replacement/Lost Keycard est. 2014	\$5.00

*\*All fees are subject to change.*

**For Recreation Leagues, Sports, Classes and Misc. Fees, contact the Recreation Department at 801-6140780**

<b>POLICE DEPARTMENT FEES ASSESSED BY THE CITY</b>	
<b>Restrictive Violations est. 2010</b>	
School Zone Restriction	\$ 35.00 if paid within 30 days \$ 50.00 plus collection fees if sent to collections after 30 days
Restricted Vehicles	
Restricted Recreational Vehicles	
Expired Registration	
Vehicles For Sale or Displaying for Advertising	
Using Streets for Storage	
Dumping onto Streets	
Other as Indicated on Citation	
Police Contracted Services Est. 2025	Standard Rate \$90 per hour. Holiday Rate \$150 per hour.
<b>Handicap Zone est. 2008</b>	
Parked in a Handicap Zone	\$ 150.00 if paid within 30 days \$ 225.00 plus collection fees if sent to collections after 30 days

Police Administration	
FEE	AMOUNT
Copy of Police Report est. 2010	\$ 15.00
Finger Printing est. 2023	\$ 20.00 \$ 3.00 additional cards
Sex Offender Registry	\$ 25.00
Restorable Vehicle Permit	\$ 25.00 \$ 25.00 one-time extension
Original (6 month) est. 2010	\$ 25.00
Extension (6 month) est. 2010	\$ 90 / two attempts
Service of Civil Papers Local (Clinton) est. 2025	\$ 90.00 local / two attempts
Reports est. 2010	\$ 15.00 per report. DI-9 reports that include photos will be charged separately.
Photos est. 2016-17	\$ 25.00 for each disk/USB \$ 5.00 per photo if fewer than 5 total photos
Audio/Video Tapes est. 2005	\$ 25.00 for each disk/USB and 1 hour of processing. \$20 per hour for additional processing
Seized Property Sale Administrative Fee 20-2-5(3) est. 2011	10% of money received from the sale of seized property
Fines for Code Violations (Minor Violations) est. 2010	
Winter Parking	\$ 20.00 if paid within 14 days \$ 30.00 if paid after 14 days \$ 50.00 plus collection fees if sent to collections after 30 days
Blocking a Public or Private Driveway	
Restricted Lane	
Unmoved Vehicle over 72 Hours	
Blocking a Mail Receptacle	
Parking too Close to a Regulatory Sign or Flashing Signal	
Double Parking, Standing or Stopping	
Restricted parking at parks, Playgrounds, Grounds of Public Buildings	
Prohibited Parking in Front Yards of Residential Property	
Failure to Clear Sidewalk Other as Indicated on Citation Parked on a Park Strip	
Parking too Close to an Intersection Parking too Close to a Fire Hydrant Parked on a Crosswalk	
Parked on or Blocking a Sidewalk	
Fire Lane	
Not having a means of removing or not removing animal excreta est. 2012	
First Offence	\$ 25.00 in a calendar year
Second Offence	\$ 50.00 in a calendar year

Third Offence	\$ 100.00 in a calendar year
Fourth Offence	\$ 200.00 in a calendar year

## FIRE DEPARTMENT FEES ASSESSED BY THE CITY

### Ambulance Transport est. 2015

Advanced Emergency Medical Technician (AEMT) Transport	Maximum allowed by the Utah State Health Department, Bureau of Emergency Medical Services plus appropriate surcharges and consumable supplies.
Interfacility Transfers	Maximum allowed by the Utah State Health Department, Bureau of Emergency Medical Services or as per written agreement or contract
Paramedic Aboard	Maximum allowed by the Utah State Health Department, Bureau of Emergency Medical Services or as per written agreement or contract

### Fire Department Administrative Fees est. 2017

For each re-inspection after the second inspection. est. 2015	\$ 59.00
Copy of Fire or EMS Incident Report With Photos est. 2019	\$ 20.00

**Copy of EMS reports is available from our third-party ambulance billing company.**

**First Professional Services 801-255-0400 or 800-658-8700, fees may apply.**

### Automatic Fire Extinguishing System Fee and Plan Review Fee:\* est. 2017

All Automatic Extinguishing and Alarm Systems are third party reviewed and must be reviewed by a Utah licensed Fire Protection Engineer or State recognized equivalent. If the occupancy is Educational "E" or Institutional "I" it must be reviewed by the Utah State Fire Marshal's Office.

#### Original/initial submittal for new installations

0 – 3,000 square feet	\$ 300.00 per plan
3,001 – 10,000 square feet	\$ 400.00 per plan
10,001 square feet and greater	\$ 400.00 + \$0.07 per square foot over 10,000

#### Single family, two family and manufactured homes

0 – 3,000 square feet	\$ 200.00 per plan
3,001 – 7,000 square feet	\$ 250.00 per plan
7,001 square feet and greater	\$ 250.00 + \$ 0.07 per square foot over 7,000

#### Original/initial submittal for existing system remodels:

##### All buildings except single family, two family and manufactured homes

0 – 3,000 square feet	\$ 150.00 per plan
3,001 – 10,000 square feet	\$ 200.00 per plan
10,001 square feet and greater	\$ 200.00+ \$0.07 per square foot over 10,000

##### Single family, two family and manufactured homes

0 – 3,000 square feet	\$ 125.00 per plan
3,001 – 7,000 square feet	\$ 175.00 per plan
7,001 square feet and greater	\$ 175.00 + \$0.07 per square foot over 7,000

### Re-review of corrected or rejected plans: \* est. 2010

##### All buildings except single family, two family and manufactured homes

0 – 3,000 square feet	\$ 150.00 per plan
3,001 – 10,000 square feet	\$ 200.00 per plan
10,001 square feet and greater	\$ 200.00 + \$0.07 per square foot over 10,000

##### Single family, two family and manufactured homes

0 – 3,000 square feet	\$ 125.00 per plan
3,001 – 7,000 square feet	\$ 175.00 per plan
7,001 square feet and greater	\$ 175.00 + \$0.07 per square foot over 7,000

### Fire Department Reviews and Permits est. 2015-16

Plan Review & Acceptance Testing Commercial Hood System	\$ 59.00
Plan Review & Permit Hazardous Material Commercial	\$ 118.00
Plan Review & Permit Hazardous Material Home Occupation	\$ 40.00

### Community Education est. 2015

CPR / AED Certification Minimum of 6 Students per class	\$ 50.00 + cost of card per Student
C.E.R.T. (Actual cost of supplies)	\$ 35.00 per Student

<b>Uniform Cost Recovery / Standby Services est. 2015</b>		
Fire Department Personnel: All	Actual employee man hour rate, overtime rate (if applicable), plus benefits and overhead cost. Minimum two hours.	
Apparatus: All	Ambulance, Fire Engine, Ladder fire Truck, Grass Truck, Command / Chief Truck	Maximum allowed by FEMA Schedule of Equipment Rates Plus appropriate surcharges (personnel, equipment, and / or consumables) or as per written agreement or contract.
<b>Automatic Fire Sprinklers/Alarm System/Fire/Smoke/Heat/CO Detection System Plan Review: * est. 2008</b>		
Original/initial review fee		\$ 350.00 per plan
Re-review of corrected/rejected plans		\$ 225.00 per plan
<b>Alarms est. 2021</b>		
Responsible party non-response fee:		\$ 25.00
Commercial		\$100.00
<b>Residential False alarms est. 2021</b>		
False alarm fees: 3 <sup>rd</sup> false alarm per quarter		\$ 50.00
False alarm fees: 4 <sup>th</sup> false alarm per quarter		\$ 75.00
False alarm fees: 5 <sup>th</sup> false alarm per quarter		\$ 100.00
Additional false alarm per quarter		Incremental by \$25 for each additional alarm
<b>Commercial False alarms est. 2021</b>		
False alarm fees: 3 <sup>rd</sup> false alarm per quarter		\$250
False alarm fees: 4 <sup>th</sup> false alarm per quarter		\$350
False alarm fees: 5 <sup>th</sup> false alarm per quarter		\$450
Additional false alarm per quarter		Incremental by \$100 for each additional alarm

\* Fees are to cover reviews that are accomplished by outside services. Fees may be adjusted by staff to ensure that outside assessments are covered.

<b>COURT FEES ASSESSED BY THE CITY</b>	
Small Claims Filing Fee (under \$2,000) est. 2011	\$ 60.00
Small Claims Filing Fee (over \$2,000) est. 2011	\$ 100.00
Small Claims Filing Fee (over \$7,500) est. 2023	\$ 185.00
Counter Affidavit (under \$2,000) est. 2011	\$ 50.00
Counter Affidavit (over \$2,000) est. 2011	\$ 70.00
Garnishment est. 2015	\$ 50.00
Writ of Continuing Garnishment est. 2015	\$ 50.00
Writ of Execution est. 2011	\$ 50.00
Criminal Expungement Fee est. 2023	\$ 135.00
Docket Copy Fee est. 2011	\$ 4.00 for the certificate and \$0.50 per page
Photocopy Fee est. 2010	\$ 0.15 per page
NOTE: Many court fees are set by the State and subject to change without prior notice from the City.	

<b>CLINTON CITY CEMETERY FEES est. 2006</b>		
<b>Full Size</b>	<b>Resident</b>	<b>Non-Resident</b>
Burial Plot est. 2022	\$500	\$ 600.00
Perpetual Care Fund est. 2022	\$400.00	\$1000
*Interment (M-F before 3pm) est. 2022	\$300.00	\$1200
*Interment (after 3pm) est. 2022	\$300 plus an additional \$100 / per hour after 3 pm	\$1200 plus an additional \$100 / per hour after 3 pm
*Interment (Saturdays & Holidays) est. 2022	Fees listed above plus \$200	Fees listed above plus \$200
Move Headstone est. 2022	\$500	\$500
Dis-interment (M-F before 3pm only)	\$1000.00	\$1200.00
Administrative Fee	\$50.00	\$ 100.00
<b>Infant &amp; Urn (1/2 size) est. 2022</b>	<b>Resident</b>	<b>Non-Resident</b>
Burial Plot	\$250.00	\$ 300.00

Perpetual Care Fund	\$200.00	\$ 500.00
*Interment (M-F before 3pm)	\$150.00	\$ 600.00
*Interment (after 3pm, weekends and holidays)	\$150 + \$100 per hr after 3pm	\$ 600 + \$100 per hr after 3pm
Internment Saturday & Holidays	Fees listed above plus \$200	Fees listed above plus \$200
Dis-interment (M-F before 3pm only)	\$800.00	\$1000.00
Administrative Fee	\$50.00	\$ 100.00
<b>Baby Plot Area (1/4 size) est. 2022</b>	<b>Resident</b>	<b>Non-Resident</b>
Burial Plot	\$125.00	\$ 150.00
Perpetual Care Fund	\$100.00	\$ 250.00
*Interment (M-F before 3pm)	\$75.00	\$ 300.00
*Interment (after 3pm, weekends and holidays)	\$75 + \$100 per hr after 3 pm	\$ 300.00 + \$100 per hr after 3pm
Internment Saturday & Holidays	Fees listed above plus \$200	Fees listed above plus \$200
Dis-interment (M-F before 3pm only)	\$400.00	\$ 500.00
Administrative Fee	\$50.00	\$ 100.00
The buyback rate for multiple adjacent cemetery plots purchased prior to December 12, 2006 shall be \$ 150.00, and \$ 75.00 for a single plot. est. 2009		
The buyback rate for multiple adjacent cemetery plots purchased on or after December 12, 2006 shall be \$ 250.00 per plot, and \$ 125.00 for a single plot. est. 2009		



COLUMBARIUM FEES est. 2025			
	1 Cremain	2 Cremain	
Niche	\$900.00	\$900.00	
Inscription	\$325.00	\$650.00	
Urn	-	-	\$ Going Rate
Internment	0	0	Included in price
Perpetual	0	0	Included in price
TOTAL	\$1,225.00	\$1,550.00	
NON-RESIDENT			
Niche	\$1,000.00	\$1,000.00	\$ Going Rate
Inscription	\$325.00	\$650.00	
Internment	\$100.00	\$200.00	
Perpetual	\$300.00	\$600.00	
TOTAL	\$1,725.00	\$2450	
OSSUARY FEES est. 2020			
Memorial Band	Resident		
Ossuary	\$325.00		
Inscription	\$100		
Total	\$425		
NON-RESIDENT			
Ossuary	\$360.00		
Inscription	\$325.00		
Internment	\$100.00		
Perpetual	\$100.00		
Total	\$885		

Other Policies:

- 1) \$1000 fine for setting a headstone without a permit.
- 2) City will only move headstone if the monument company has not moved it 24 hrs prior, and the City's headstone move fee is paid.
- 3) Residents can purchase up to two spaces per household – pre-need.
- 4) Non-residents can purchase up to two spaces AT NEED ONLY, no pre-need purchase.
- 5) Non-residents must pay a deposit guarantee of \$1,600 for 2<sup>nd</sup> space with needed 1<sup>st</sup> space, the additional interment fees will be paid at current prices when 2<sup>nd</sup> space is needed.
- 6) Special allowance for additional spaces for residents may be made on a case-by-case basis.
- 7) All indigent burials are to utilize the Ossuary.

## BUILDING PERMIT FEES

Modified FY 2005

### TOTAL VALUATION

### FEE

\$1.00 to \$1,000	\$58.80
\$1,000.00 to \$2,000.00	\$58.80 for the first \$1,000.00 plus \$2.70 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$83.40 for the first \$2,000.00 plus \$16.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$469.80 for the first \$25,000.00 plus \$12.11 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$772.55 for the first \$50,000.00 plus \$8.40 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,192.55 for the first \$100,000.00 plus \$6.72 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$3,880.55 for the first \$500,000.00 plus \$5.70 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$6,730.55 for the first \$1,000,001.00 plus \$4.65 for each additional \$1,000.00 or fraction thereof.

Finished Basement Valuation is 1.5 times the Unfinished Basement listed in the current ICC Table

<b>Permit Fee Multiplier</b>	<b>0.85</b>
<i>EXCEPT THE FOLLOWING:</i>	
Shell Only Building	0.80
Commercial Tenant Finish	0.35
Commercial Remodel	0.60

## OTHER INSPECTION FEES

1. Inspections outside of normal business	\$ 235.20 per call out
2. Re-inspection fees assessed under provisions of adopted Construction Codes	\$ 58.80 per inspection
3. Inspections for which no fee is specifically indicated	\$ 58.80 per inspection
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge-one hour).	\$ 58.80 per hour
5. For use of outside consultants for plan checking and inspections or both	Actual costs including reasonable administrative and overhead costs
6. Specific Permit Fees	
• Pools (in ground)	\$ 250.00 + Bond
• Pools (above ground), Hot Tubs, & Spas:	\$ 58.80
• Re-Siding, Fireplaces & Woodstoves:	\$ 80.00
• Re-Roof Residential	\$ 80.00
• Re-Roof Commercial	\$ 58.80 per inspection
• Signs	\$125.00
• Patio Covers, Awnings & Decks:	\$ 125.00
• Residential Remodel	\$176.40
• Utility related modifications, i.e. air conditioner, heater, conventional water heater, exchanges, and other appliances/replacements as determined by the building official or his representative.	\$ 58.80
• Lateral repair or replacement	\$ 58.80
• Solar Hot Water System (Residential) est. 2019	\$ 176.40
• Solar Electric System (Residential) est. 2021	\$335.40
• Solar Electric System (Ground Mount – Residential)	\$ 176.40
• Revised Solar Electric System (Residential)	\$117.60
• Solar Electric System (Commercial)	\$ 58.80 per inspection
• Temporary Sign Fee est. 2013	\$ 35.00
7. Building Relocations or Demolition	
• Relocation Residential or Commercial	Per Inspection + Bond
• Demolition – Residential	\$ 117.60 + Bond
• Demolition – Commercial	Per Inspection + Bond

\* See page 1 for Bond amounts

<b>BUSINESS LICENSE FEES</b>	
Alcohol Licenses	
Off-Premise Beer Retailer	\$ 250.00
On-Premise Beer Retailer	\$ 500.00
Restaurant Alcohol License	\$ 500.00
Club Alcohol License	\$ 500.00
Single Event License	\$ 175.00
Police ID Card	
Commercial Licenses	
Regulatory License Fee	\$ 152.00
Temporary License	\$ 76.00
Solicitor/Peddler Permit Fee est. 2013	\$ 50.00
Solicitor/Peddler Work Card est. 2013	\$ 30.00
Vendor/License Fee	\$ 152.00
Vendor/License Work Card	\$ 10.00
Fireworks Inspection Fee	\$ 300.00
Fire Services est. 2015	\$ 34.00
Fire Inspection Fee	\$ 59.00
Police Services	\$ 27.00
Hazardous Material Review	\$ 20.00
Sprinkler System Fee	\$ 20.00
Enhanced Service-Door Check	\$ 20.00
Building Inspection Fee <sup>a</sup>	\$ 59.00
Mobile Store Inspection est. 2012	\$ 59.00
Commercial Safety Inspection	\$ 55.00
Home Occupations	
Regulatory License Fee	\$ 47.00
Annual Building Inspection Fee <sup>a</sup> est. 2013	\$ 20.00
Annual Fire Inspection Fee <sup>a</sup>	\$ 20.00
Hazardous Material Review	\$ 20.00
License Administration Fees	
Appeal License Hearing Board	\$ 75.00
Late Filing Fee	C
Transfer Fee	\$ 15.00
Multiple Dwelling Units	
Regulatory License Fee	\$ 207.00
Disproportionate Cost Apartment Fire	\$ 10.00
Disproportionate Cost Assisted Fire	\$ 34.00

Sexually Oriented Business est. 2013	
SOB Adult Non-Performer Employee	\$ 193.00
SOB Adult Business	\$ 317.00
SOB Semi-Nude Dance Agency	\$ 319.00
SOB Semi-Nude Dance - Performer	\$ 220.00

SOB Relocate	\$ 100.00
SOB Work Permit est. 2012	\$ 50.00
Other Licensing Fees	
Private Fire Hydrant Inspection est. 2013	\$ 82.00
Christmas Tree Clean-Up Deposit	\$ 300.00
Temporary Business Clean-Up Deposit	\$ 150.00
Business License Duplicate	\$ 10.00
Copy Fee est. 2013	
Residential Dwelling Rental License Fee	
<i>This fee is incurred annually only once per entity or individually owning rental units within the City. Est. 2024</i>	\$152.00

- May be required with initial issue of permit or annually, based upon assessment of business.
- Fire inspections are only required where business is located.
- Late fees are calculated separately as established by ordinance.

## RECREATION FEES ATTACHMENT

# **ATHLETIC FIELD AND FACILITY USE POLICY AND APPLICATION**

**CLINTON CITY: ATHLETIC FIELD AND FACILITY USE POLICY AND APPLICATION**

**EFFECTIVE DATE: DECEMBER 10, 2024**

**CLINTON CITY COUNCIL**



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# CLINTON CITY ATHLETIC FIELD & FACILITY (USE POLICY)

## 1 Purpose

Clinton City operates and maintains athletic fields and facilities for City use and use by community groups, organizations and individuals. This policy has been adopted by the Clinton City Council to protect these resources, control their use, assure equitable distribution and encourage use for general recreational play by the public based on availability and priority. The following guidelines have been adopted by the City Council to govern the fees and usage of fields, courts, open grass areas and the disc golf course, which are owned and/or in the care of Clinton City. A list of the athletic fields and facilities that can be reserved can be found in Appendix A.

When athletic fields and facilities are not occupied by activities of the Clinton City or City co-sponsored activities, priority of use for scheduling goes to the Davis County School District and then is on a first-come, first-served basis, after applications have been approved and the application and reservation fees have been paid. The Davis County School District is rent free through the joint facility use agreement, but must make a request for fields, courts, open grass areas and the disc golf course, by submitting an application and schedule of events.

## 2 Applications

Applications for athletic field and facility reservations must be submitted to the Recreation Department through email or in person; they will not be accepted over the phone. An application can be found in Appendix C. A fully proposed schedule of dates, times, fields, courts, areas or course to be used must be submitted with the application. Applicants must submit the application listed in Appendix C and pay the non-refundable Application Fee, listed in Appendix B, to have the application reviewed. Applications for reservations will be accepted starting in October of the current year for the upcoming year. Applications will not be approved until all city functions for the upcoming year have been scheduled. Applications will be evaluated based on field, court, open grass area or course availability, as determined by the Recreation and Public Works Departments.

The Recreation and Public Works Departments may refuse to rent to anyone. Reasons may include but are not limited to: non-payment, abuse of facilities, grass conditions, field/facility rehabilitation or renovation, maintenance, rest, damage, sportsmanship issues, lack of supervision, disregarding policy, abuse of any kind, etc. Clinton City reserves the right to limit the number of reservations per applicant.



### **3 Reservations**

Once the application is approved a non-refundable Reservation Fee, listed in Appendix B, which will go towards the total rental fee of the field, court, area or course, is due to hold the reservation. Those payments must be made to the Recreation Department within ten (10) business days of receiving the Athletic Field and Facility Use Agreement. Reservations are non-assignable.

The applicant understands and agrees that Clinton City reserves the right to nullify any and all reservations and agreements at its sole discretion. The renter understands and agrees that Clinton City will be held harmless for any loss of profits or expenditures that may originate due to cancellation.

### **4 Use Agreement**

Once the Application Fee has been processed, the Recreation Department will send the Athletic Field and Facility Use Agreement to confirm the date, time and location of the reservation. The renter will have ten (10) business days to review and sign the Use Agreement; request changes; submit any required occupational licenses, competency cards or certificates necessary for the administration of programs carried out at the reserved field, court, open grass area and course; and, pay the reservation fee. The required certificates of insurance, listed under the insurance requirements section, will be due five (5) business days before the rental begins or the contract and rental will be cancelled.

No rental expectation exists until the agreement is fully executed. Athletic Field and Facility Agreements permit use of the space being reserved and not exclusive use of the park.

### **5 Reservation Changes**

If changes of dates, times or location must occur they must be made a minimum of ten (10) business days in advance of the rental and an administrative processing fee, listed in Appendix B, may be assessed per change.

### **6 Rental Fees and Rates**

The collection of rental fees covers the cost of maintenance, cleaning, equipment, fuel and personnel to maintain the fields, courts, grass areas and course. The renter agrees to pay the total sum for the rental. Field lights; scoreboard/PA system usage; portable mound placement; outfield fence installation; and a site supervisor (required for all the softball or baseball complex rentals and may be required for other rentals) and ball field crew (required between games for field preparation for all fastpitch softball games, slowpitch softball and baseball only requires one (1) preparation per day) are an additional cost. Refer to Appendix B for the Fee Schedule.

All rental fees must be paid within five (5) business days upon completion of the rental or the City may bring legal action against the renter and may refuse to rent to the requester in the future.

## **7 Usage**

Any organization, league, team, club or individual that holds an organized event, practice, game, training, lesson, league, etc. on a consistent basis: daily, weekly, multiple times a week/month, etc., at any of the Clinton City fields, courts, open grass areas or the disc golf course must be approved and scheduled in advance according to the terms outlined in this policy. After fields are scheduled at the end of each year for the following year, any requests for usage will be scheduled on an as-available basis. Clinton City reserves the right to limit the amount of play permitted on fields, courts, open grass areas and the disc golf course both scheduled and non-scheduled play during any given season to prevent excessive damage to grass. Wear factors include: size; age; number of users; type of use; frequency of use; weather conditions or types of sports equipment used.

## **8 Preparation and Equipment**

All fastpitch softball field rentals require ball field crew members to be present during the event to maintain field integrity between games. All slowpitch softball and baseball games will only require one (1) field preparation per day. If the red, white, blue or green fields at the Civic Center Park or the fields at West Clinton Park are rented a site supervisor will be required to open the complex for the restrooms. The number of crew members required will be determined by the number of fields requested, refer to Appendix B. Field preparation may only be completed by Clinton City staff members; this includes painting of fields; dragging, raking and chalking ball fields; moving baskets; setting up nets; removing water, etc. No outside entity may access the City's equipment to prepare or work on fields, courts or courses. Exceptions to this requirement must be approved by the Recreation and Public Works Directors. Field sizes are set, if specific lining is needed, additional charges will be incurred for specific lining that does not conform to already existing lining of the fields. Clinton City reserves the right to change and update the lining, bases, pitching rubbers, pitching mounds, etc. on any of its fields at its sole discretion. No painting, marking or altering of fields in any way is allowed. Portable equipment, such as goals, pitching mounds, football sleds, etc. are not allowed to be set up or left on City property. For the 1<sup>st</sup> violation, a fine will be issued, listed in Appendix B. For the 2<sup>nd</sup> violation, Clinton City will cease to rent to the renter, cancel the Use Agreement and legal action may be taken.

## **9 Rest and Renovation**

To help maintain the quality and usability of Clinton City athletic fields and facilities closures may be scheduled at certain allocated sites throughout the year to allow for maintenance, rest, repairs and renovation. The City does attempt to be flexible in accommodating user groups; however the health and safety of the user and the condition of the fields, courts, open grass areas, courses and facilities take priority. This could affect any number of fields, courts, areas, courses and facilities that are available during the allocation period and may require organizations to use alternative locations.

## 10 Weather Conditions

Weather conditions will dictate field usage. The Recreation and Public Works Departments reserve the right to close any field, court, open grass area or the disc golf course due to inclement weather, lightning or poor field, court, open grass area or course conditions and will not allow spaces to be played on that are not in a safe playable condition. The health and sustainability of the fields, courts, open grass areas and the disc golf course are a priority of the Recreation and Public Works Departments. The Departments will close the fields, courts, open grass areas, and courses if they are too wet for play. If there is standing water or large amounts of snow on the fields, courts, open grass areas or the disc golf course, it means they are saturated and playing on them will cause damage and unsafe conditions. The Recreation and Public Works Directors, or assigns, will have final say on whether fields, courts, open grass areas and the course are playable due to inclement weather. Rescheduling may take place or rental money will be refunded if necessary. Once a space is evaluated and found unplayable, the rest of the day will be canceled and practices, games, and other uses will not be placed on a delay. If renters, organizations, or individual users use fields, courts, open grass areas or the disc golf course when the Recreation and Public Works Directors, or their assigns, have determined them to be unsafe, the renter, organization and individual users will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure.

Fields, courts, open grass areas and the disc golf course will be unavailable for rent two (2) weekends a month and following the Heritage Days Celebration for recovery and maintenance. The Recreation and Public Works Departments will determine the dates and times these closures will be.

## 11 Dates and hours of operation

The athletic fields and facilities are available for rent from April 15-October 15, unless other arrangements are made with the Recreation and Public Works Department and depending on weather, space, facility and staff availability. The Recreation and Public Works Departments may cancel rental dates and the agreement at their sole discretion. No fields, courts, open grass areas or the disc golf course listed on Appendix A are available for rent on Sundays. Exceptions to any of the dates and hours of operation must be approved by the Recreation and Public Works Directors. All parks are open from 8:00am – 11:00pm, unless otherwise stated below:

- Civic Center Park
  - Softball Complex facility hours are from 8:00am-11:00pm. The PA system will be shut off at 10:00pm, games must end by 10:30pm and lights will be shut off at 11:00pm.
  - Disc Golf Course hours are from Sunrise to Dusk
- Kestrel Park  
8:00am to 11:00pm
- Meadows Park  
Pickleball court lights will shut off at 10:00pm
- Powerline Park  
8:00am to 11:00pm

- West Clinton Park  
Baseball Complex facility hours are from 8:00am – Dusk
- Heritage Park  
8:00am to 11:00pm
- Pond Park  
8:00am to 11:00pm

## **12 Lighting**

Field and court lighting fees will apply for any hours for and after the times listed below. See Appendix B for light fees. April – 7:00pm, May – 8:00pm, June/July – 8:30pm, August – 8:00pm, September – 7:00pm, October – 6:00pm. The softball complex at Civic Center Park which consists of the red, white, blue and green fields and the pickleball courts, at Meadows Park, are the only fields and courts equipped with lights.

## **13 Concessions**

Concession stands at city-owned facilities shall be operated exclusively by the City’s contracted assigns. Groups or vendors who are not the City’s contracted assigns may sell goods or food during approved special events but must submit an application, go through the approval process and use their own equipment (e.g., trucks, trailers, or self-contained setups). The City’s contracted assigns, groups and vendors must comply with applicable health and safety regulations, obtain necessary permits and adhere to city-established guidelines for vending during events. For the 1<sup>st</sup> violation, a fine will be issued, listed in Appendix B. For the 2<sup>nd</sup> violation, Clinton City will cease to rent to the applicant.

## **14 Vendors**

Renter shall not allow vendors to vend on Clinton City property without written approval from the City.

## **15 Parking and Driving in Unauthorized Areas**

Each field, court, open grass area and the disc golf course has parking spaces as well as designated areas for handicap parking. There should be no parking other than in designated parking spaces. There shall be no vehicles, other than City vehicles, driving down and around the baseball/softball complexes, on sidewalks, athletic fields or facilities. For the 1<sup>st</sup> violation, a fine will be issued, listed in Appendix B. For the 2<sup>nd</sup> violation, Clinton City will cease to rent to the applicant.

## **16 Cancellations and Refunds**

Renter cancellations of reservations must occur at least ten (10) days in advance of the scheduled usage or renter may be charged the full rental cost. There will be no refund of reservation or rental fees if the reservation is canceled by the renter and there are no refunds for no-shows on the day of the rental, no exceptions. Notification of cancellation shall be made to the Recreation Director or their assign by phone, email or text.

Weather may dictate usage of fields, courts, open grass areas and the disc golf course. The City may cancel reservations or usage at any time for weather, maintenance or other concerns. The Recreation and Public Works Departments will not allow fields, courts, open grass areas and the disc golf course to be played on if they are not in a safe playable condition. In the event of inclement weather or damages beyond the City's control that requires the Recreation and Public Works Departments to cancel a rental, a full refund of the reservation fee or a reschedule on a mutually agreed on time and date within the year may occur.

Clinton City reserves the right to cancel any activity if it feels it will be detrimental to the maintenance and safety of the fields, courts, open grass areas, disc golf course, participants, attendees, volunteers, spectators, surrounding citizens or employees.

Refunds will be issued by check or credit card reversal. Credit payments will be credited back to the card the reservation was paid with. Refunds may take up to ten (10) business days to process.

## **17 Insurance Requirements**

Renter shall at renter's sole cost and expense and throughout the term of the Use Agreement and any extensions thereof, carry a certificate of commercial general liability coverage with Clinton City Corporation named as an additionally insured with liability limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for the injury or death of person or persons and property damage. Proof of this insurance coverage must be presented to Clinton City no later than five (5) business days prior to the use of the space or facility. Failure to submit the required proof of insurance by the time listed above will invalidate the application and rental request.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Renter shall provide the City with copies of certificates for all policies with an endorsement that they are not subject to cancellation without 30 days prior written notice to the City.

Clinton City recommends to renters that they require their participants to have their own health and accident insurance coverage. Those who reserve fields, courts, open grass areas or the disc golf course will be required to independently comply with H.B. 204 "Protection of Athletes with Head Injuries" and certify compliance.

Clinton City shall not be liable to the renter; or the agents, employees, patrons, visitors, invitees or guests of the renter for any injury or property damage occurring to any persons resulting from: a loss of property by theft or burglary; accidental damage to persons or property on or about the premises from the use of any utility on the premises; any damage caused by action of the natural elements or damage or injury resulting from the conduct of employees or volunteers of the renter, whether negligent or otherwise. Neither shall the renter nor its invitees make any claim against Clinton City, its employees, volunteers or assigns for any loss or damage described herein.

The renter shall be responsible for the application of insurance proceeds, if any, to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstance and if the injury was not insured against, the renter shall repair the demised premises or replace or repair property thereon at the sole expense of the renter.

## **18 Game Schedules**

All game schedules shall be submitted to the Recreation Department ten (10) days before the start of the first game. If game schedules are not submitted by this time the reservation will be canceled and no refund will be issued. If game schedules are changed after the ten (10) days a game schedule change fee, listed in Appendix B, may be charged per change.

## **19 Security Deposit**

A refundable Security Deposit, listed in Appendix B, is due five (5) business days prior to the rental. This deposit is separate and above the usage cost. The deposit can be paid with cash or 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 Recreation and Public Works Directors or their assignees. Applicable deposit balances will be refunded within ten (10) business days of the rental date. Failure to pay the security deposit will invalidate the application and reservation. The City reserves the right to require additional deposits at its discretion based on proposed use.

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 damaged property 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.

If law enforcement assistance is needed due to misconduct of renter or attendees, the rental will be stopped immediately and all fees and deposits will be forfeited. The renter may be charged for police fee incurred.

If the security deposit is not paid, the rental will be forfeited and no refund of the reservation fee will be issued.

## **20 Care of Facilities**

The renter is responsible for the proper use of the fields, courts, open grass areas, disc golf course and facilities. Renters are required to leave the fields, courts, open grass areas, disc golf course and facilities in the same condition in which they were received. Normal clean up shall be performed by the renter following use. Normal clean up shall include removal of all materials brought in and disposal of all trash in proper receptacles. It is unlawful for renters to create any nuisance offense; to scratch, cut, injure, deface any building, fence, structure, tree or shrubbery; destroy any fountain or other improvement on Clinton City property. It is also unlawful to drive any vehicle over any lawn, sidewalk, bench, wall or any other portion of any public park. Renters will be held responsible and liable for all damages to fields, buildings and appurtenance and shall be responsible to Clinton City for reimbursement for damages incurred. Renter must also be aware that appropriate criminal actions may be brought against any person who maliciously abuses and/or destroys Clinton City property or otherwise violates the law. Any cost incurred by the City for additional clean up shall be assessed to the renter.

## **21 Renter Behavior**

It is unlawful for any person to use threatening, abusive, insulting or indecent language on Clinton City property, towards employees or assigns of the City, and to the general public. All renters and their invitees will be required to obey all laws and ordinances of Clinton City, the State and Federal governments.

## **22 Unauthorized Use and Violation of Policy**

Any organization, league, team, club or individual that holds an organized event, practice, game, training, lesson, league, etc. on a consistent basis: daily, weekly, multiple times a week/month, etc., at any of the Clinton City fields, courts, open grass areas or the disc golf course and is unauthorized by the City to do so, is subject to a fine and usage fees, listed in Appendix B, and the organization, league, team, club or individual in violation may be suspended from further field, court, open grass area, disc golf course use. Any damage caused by unauthorized use of fields, courts, open grass areas or the disc golf course will be the responsibility of the organization, league, team, club or individual and shall be paid before further use is authorized. First time violations of this policy will generally result in a fine, listed in Appendix B, while subsequent policy violations will result in a minimum of a one-year suspension/ban.

If repeated violation(s) of policy or unauthorized use of athletic fields or facilities occur qualifying criminal charges may be brought against any organization, league, team, club or individual by Clinton City Corporation.

## **23 Park Rules and Regulations**

All park rules and regulations must be adhered to at all times. The following are prohibited at the fields, courts, open grass areas, disc golf course, unless prior authorization has been received from the Recreation and Public Works Department. Failure to comply with these regulations will cause the function or event to be closed immediately:

- Possession or consumption of alcohol on or around the premises.
- Possession or consumption of illegal drugs on or around the premises.
- Smoking, vaping or the use of chewing tobacco.
- Gambling for profit or non-profit.
- Use of inflatables, bounce houses, water slides or other like structures unless scheduled by the City.
- Overnight camping or parking, unless authorized by the City Manager or their assign.
- Use of tent stakes longer than 8 inches, unless blue stakes has been contacted and scheduled.
- Possession of firearms, knives or other weapons.
- Use of areas other than ones designated on the permit.
- Placing permanent markings on grass or sidewalks.
- Driving vehicles on the grass or sidewalks.
- Having animals other than dogs on a leash on the walking paths.
- Scooters or bikes ridden around the Softball/Baseball Complexes, during scheduled games and tournaments.
- Any illegal activity.
- Balls being thrown against the fences or facilities.

- Eating sunflower seeds in the park.
- Causing excessive noise or playing music loudly.

The renter understands and agrees that if at any time the Clinton Recreation and Public Works Departments determine that the activities pose a danger to persons, property, facilities, fields, courts, open grass area or the disc golf course, the City shall have the right to close down all or part of the function or event covered by this agreement. There will be no refunds to the renter if the rental is stopped for these reasons.

## **24 Health Department and State Taxes**

The renter must follow all Davis County Health Department rules and regulations and must obtain all permits required. If there will be 1,000 or more participants for two or more hours per day the renter must obtain a Mass Gathering Permit from the Davis County Health Department.

All renters must follow all state sales tax rules.

## **25 Additional Rules**

Solicitation of funds including: raffles, drawings, admissions etc. are not permitted and no fees may be charged by individuals or groups without the prior written consent of Clinton City.

The renter agrees to abide by the Clinton City Athletic Field and Facility Use Policies and to enforce the rules with its participants, attendees, volunteers and employees. The renter is required to sign the Use Agreement and will be responsible for those attending the event.

The renter, in the event of breach of this agreement, agrees to pay the City court costs and reasonable attorney's fees incurred in enforcing any of the terms hereof.

Renters shall conduct themselves appropriately and be courteous to: City employees; assigns; general public and other people in the surrounding area. The renter agrees to guarantee that the following rules will be observed by all individuals in attendance at the function or event. The renter accepts responsibility for assuring the following:

- Orderly behavior, no profanity, fighting, violence or intimidation.
- Appropriate attire is worn at all times.
- No damage is done to the fields, courts, open grass areas, disc golf course, facility.
- All participants follow the directions of City staff and personnel.
- The activity is lawful and in conformity with regulations of Federal and State laws as well as City rules and ordinances.
- Clinton City is not responsible for any lost or damaged items.



## **26 Additional Information**

Any decision affecting any matter not specifically covered by this Agreement, shall rest solely within the reasonable discretion of the Recreation and Public Works Directors, or their assigns, acting by and on behalf of the City.

For additional information or to reserve an athletic field or facility please contact the Clinton City Recreation Department at 801-614-0780.



## APPENDIX A

### Athletic Field and Facility (AMENITIES FOR RENT)

#### **Civic Center Park: 2300 N. 1500 W.**

(The red, white, blue and green fields require use of the scorekeepers tower for the restrooms and a Site Supervisor)

##### Football/Soccer Fields

East – Soccer – 300' x 150', Football – 360' x 160'

West – Soccer – 240' x 150', Football – 360' x 160'

##### Softball/Baseball Fields – (All outfield fence distances of 200' are temporary fences)

East – 60' bases; 35', 40', 43' pitching rubber; 200' outfield fence

West – 60' bases; 35', 40', 43' pitching rubber; 200' outfield fence

Red – 60', 65' bases; 35', 40', 43', 50' pitching rubber; 200', 315' outfield fence

White – 60', 65' bases; 35', 40', 43', 50' pitching rubber; 200', 315' outfield fence

Blue – 60', 65' bases; 35', 40', 43', 50' pitching rubber; 200', 315' outfield fence

Green – 60', 65', 90' bases; 35', 40', 43', 50' pitching rubber; 200', 375' outfield fence

Disc Golf Course – 9 Holes

Open Grass Area

#### **Kestrel Park: 1740 N. 3420 W.**

Holding Pond – Open Grass Area

East of the playground – Open Grass Area

#### **Meadows Park: 575 W. 2300 N.**

Baseball Field – 90' bases; 60' pitching rubber

Open Grass Area

Pickleball Courts 1-8 (with the exception of 2 courts)

#### **Powerline Park: 1660 W. 1740 N.**

##### Soccer Fields

Holding Pond Field – 240' x 150'

East Field – 120' x 150'

North Field – 120' x 150'

West Field – 120' x 150'

#### **West Clinton Park: 2000 N. 2750 W.**

(The fields require use of the scorekeepers tower for the restrooms and a Site Supervisor)

##### Softball/Baseball Fields

Field # 1 – 60' bases; 40' pitching rubber; 178' outfield fence

Field # 2 – 60' bases; 40' pitching rubber; 185' outfield fence

Field # 3 – 60' bases; 40' pitching rubber; 182' outfield fence

Field # 4 – 60' bases; 40' pitching rubber; 182' outfield fence

#### **Heritage Park 1000 W. 1237 N.**

Open Grass Area

#### **Pond Park 2850 W. 2415 N.**

Open Grass Area

## APPENDIX B

### Athletic Field and Facility (FEE SCHEDULE)

<b>GENERAL FEES</b>		
Application	\$50/application	Due when application is submitted – Non-refundable
Reservation	\$250/reservation	Non-refundable. Due ten (10) business days after Use Agreement has been received.
Reservation Changes/Amendments	\$10/change	
Game Schedule Change	\$10/change	
<b>DEPOSITS</b>		
Security	\$500	Due five (5) business days prior to the rental – Refundable
Scoreboard Controller	\$1,000	Refundable
<b>USAGE FEES</b>		
		Due five (5) business days after rental
Baseball/ Softball Field	\$ 50/field/day	Plus - \$17/field/prep - For supplies
Soccer/Football Field	\$200/field/day	Plus Set up and paint – see (Additional Requests)
Pickleball Courts	\$350/day	6 court max
Disc Golf Course	\$40/tournament \$15/week-league play	2 hour maximum rental for a tournament or league play/week
Open Grass Area	\$30/hour/area	
<b>INSURANCE</b>		
	\$1,000,000 each occurrence \$2,000,000 aggregate	Due five (5) business days prior to the rental
<b>PERSONNEL</b>		
Site Supervisor	\$20/hour	Required for all softball and baseball complex rentals and may be required for other rentals
Ball Field Crew		Required between games for field preparation for all fastpitch softball field rentals. Only one (1) field preparation per day is required for slowpitch softball and baseball games. All fees are per crew member per hour
	1-3 fields - \$22/crew member/hour	2 crew member minimum
	4 fields - \$22/crew member/hour	3 crew member minimum
	5-6 fields - \$22/crew member/hour	4 crew member minimum

Employee Call Out	\$75	
<b>ADDITIONAL REQUEST FEES</b>		
Scoreboard/PA System	\$15/hour/board or PA system	Plus \$1,000 Scoreboard Controller Deposit – Refundable
Soccer/Football Field Paint	\$325 initial layout and paint	\$275 each additional paint
Outfield Fence	\$75/fence	All outfield fence distances of 200' are temporary
Portable Mound	\$25/mound	
Field/Court Lights	\$20/hour/field/court	April/September – 7pm, May/August – 8pm, June/July – 8:30pm, October 6pm
<b>FINES</b>		
Unauthorized Field Preparation	\$500/field/court/area/course	
Concessions Violation	\$500/violation	
Parking or Driving in Unauthorized Areas Driving	\$500/violation	
Unauthorized Use/ Violation of Policy	\$500/violation	Plus Usage Fees, and may result in criminal charges
Agreement Termination	\$500	

\*Additional fees may apply in the case of extensive field preparation as deemed necessary by the Recreation and Public Works Departments, in which case renter would assume all costs involved, product and labor.



## APPENDIX C

### Athletic Field and Facility (APPLICATION)

Please ensure all sections of this application are completely and legibly filled out. Leave nothing blank. Incomplete applications could result in the application being returned to you as incomplete and delay the approval process.

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

Time(s) of Event \_\_\_\_\_ Set Up \_\_\_\_\_ Take Down \_\_\_\_\_

Name of Organization \_\_\_\_\_

Representative \_\_\_\_\_ Email \_\_\_\_\_

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

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

Alternate Representative \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

**Event Type:** ☐ Tournament ☐ League ☐ Game ☐ Clinic/Camp ☐ Lesson ☐ Practice ☐ Training ☐ Other \_\_\_\_

**Sport:** ☐ Soccer ☐ Football ☐ Lacross ☐ Baseball ☐ Softball (☐ Fast Pitch ☐ Slow Pitch) ☐ Disc Golf  
☐ Pickleball ☐ Other \_\_\_\_\_

**Division:** ☐ Men's ☐ Women's ☐ Coed ☐ Boys ☐ Girls

**Age Group:** ☐ 8U ☐ 10U ☐ 12U ☐ 14U ☐ 16U ☐ 18U ☐ Adult

**Total number expected:** ☐ Teams \_\_\_\_\_ ☐ Participants \_\_\_\_\_

**Number of games being played:** \_\_\_\_\_ **Field dimensions:** \_\_\_\_\_

**Base Distance:** \_\_\_\_\_ **Pitching Rubber Distance:** \_\_\_\_\_

**Event Location:** (Check all that apply) (The number of fields requested cannot be change once approved.)

**Civic Center Park:** ☐ East Field (No scoreboards for softball/baseball) ☐ Red Field ☐ White Field ☐ Blue Field  
☐ West Field (No scoreboards for softball/baseball) ☐ Green Field  
☐ Disc Golf Course ☐ Open Grass Area (list which one) \_\_\_\_\_

(The red, white, blue and green fields require use of the scorekeepers tower for the restrooms, a Site Supervisor and ball field crew for fastpitch softball games)

**Kestrel Park:** ☐ Holding Pond – Open Grass Area ☐ East of the playground – Open Grass Area

**Meadows Park:** ☐ Baseball Field ☐ Open Grass Area ☐ Pickleball Courts (2 courts must remain open):  
☐ Court #1 ☐ Court #2 ☐ Court #3 ☐ Court #4 ☐ Court #5 ☐ Court #6 ☐ Court #7  
☐ Court #8

**Powerline Park:**      ☐ Holding Pond Field      ☐ East Field      ☐ West Field      ☐ North Field

**West Clinton Park:**      ☐ Field #1      ☐ Field #2      ☐ Field #3      ☐ Field #4

(The fields require use of the scorekeepers tower for the restrooms, a Site Supervisor and ball field crew for fastpitch softball games)

**Heritage Park:**      ☐ Open Grass Area

**Pond Park:**      ☐ Open Grass Area

**Required Personnel:**

Site Supervisor      (Required when fields at the Softball or Baseball Complex are reserved and may be required for other rentals)

☐ Yes      ☐ No      Times requested: \_\_\_\_\_      Total Hours: \_\_\_\_\_

Ball Field Crew      (Required between games for field preparation for all fastpitch softball field rentals. Only one (1) field preparation per day is required for slowpitch softball or baseball games – All fees are per hour)

☐ Yes      ☐ No      Number of hours \_\_\_\_\_  
☐ 1-3 fields (2 crew member minimum)  
☐ 4 fields (3 crew member minimum)  
☐ 5-6 fields (4 crew member minimum)

**Additional Request Fees:**

Field/Court Lights	<input type="checkbox"/> Yes <input type="checkbox"/> No	Times requested: _____	Total Hours: _____
Portable Mound	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of mounds _____	
Scoreboard Controller Deposit	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Scoreboard & PA System	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of scoreboards _____	
Outfield Fence	<input type="checkbox"/> Yes <input type="checkbox"/> No	Distance _____	
Soccer/Football Field Paint	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Initial Set Up and Paint <input type="checkbox"/> # of additional paints _____	

**Describe in detail the field, court, open grass area, course, facilities, etc. you are requesting:**

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**Liability Release Waiver**

- ☐ I understand all rentals open to the public require a certificate of insurance for \$3,000,000 commercial general liability coverage with Clinton City Corporation named as an additional insured. A copy of this must be given to the City five (5) business days prior to the event.
- ☐ I understand my group is responsible for event sanitation control. If additional trash receptacles are needed they will be added by the renter.
- ☐ I understand Clinton City has the right to deny my application based on staff availability, field/court/grass area and course conditions and City resources.
- ☐ I understand alcohol, smoking, vaping, and chewing tobacco is not permitted on any City property.
- ☐ I understand the City has a contract with an assigned business that has sole rights to sell food at events held in the park, other than during the Heritage Days Celebration.
- ☐ I understand that a Mass Gathering Permit may be required to hold this event and I will contact the Davis County Health Department to obtain the permit.

In consideration of the acceptance of this application for the above activity, I hereby waive, release and discharge any and all claims for damages for personal injury, property damages or death which may hereafter occur to me or anyone involved with my organization and or event as a result of participation in said event. This release is intended to discharge in advance Clinton City Corporation, its elected and appointed officials and officers, employees, volunteers, assigns and agents for liability, even though that liability may arise out of negligence on the part of persons or entities mentioned above. It is understood that some recreational activities and events involve an element of risk or danger of accidents and knowing those risks, I hereby assume those risks. By signing below I am stating I have received a copy of the Clinton City Athletic Field and Facility Use Policy and agree to adhere by it. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assignees.

Having read the above conditions and guidelines pertaining to this rental, I/we agree to adhere to the conditions of this agreement.

Applicants Signature

Date

**\*\*\*\*\* Recreation Department Use Only \*\*\*\*\***

☐ Declined

☐ Approved with the following terms/conditions

Recreation Director’s Signature

Date

Public Works Director’s Signature

Date



## **APPENDIX D (1 of 2)**

### **Athletic Field and Facility (AGREEMENT)**

This Agreement made by and between the City of Clinton (“City”) and \_\_\_\_\_ (“Renter”), collectively the (“Parties”). This Agreement is effective on the date that the City receives a signed copy of the Agreement and the Reservation Fee(s) have been paid and shall continue until all obligations under this Agreement are met or the Agreement is terminated in accordance with Section 14.

The Parties agree as follows:

#### **1. RESERVED SPACE**

This agreement provides only for the use of the Clinton City Athletic Fields and Facilities listed below during the date(s) and time(s) indicated in this Agreement. This Agreement does not confer access to any other City property or facilities to the Renter.

##### **Athletic Field and Facility Reserved**

**Location:** \_\_\_\_\_

**Field(s):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Time(s):** \_\_\_\_\_

#### **2. FEES AND PAYMENT**

Athletic Field and Facility costs are specified in the Use Policies adopted fee schedule, listed in Appendix B. Usage fees only include the cost of the field, court, open grass area or disc golf course and do not include additional requests, personnel, or other fees applicable.

If a City employee is called out to respond due to a Renter created issue after regular City business hours, a flat fee, listed in Appendix B will be charged. This fee will be charged for each such occurrence and will be in addition to the rental cost for the space as specified under this Agreement.

The City requires payment of any balance owed for the reservation within five (5) business days after the usage. Failure to timely pay fees may result in Renter losing ability to make future reservations and may cancel any existing reservations.

#### **3. SUPERVISION**

The Renter will inform its designees, players, officials, coaches, spectators and all others associated with the Renter of this Agreement and shall require them to abide by its terms. Renter is required to end all games at or before 10:30pm, so the lights can be shut off and park cleared by 11:00pm, except for the pickleball courts which shall be shut off at 10:00pm. Renter and Renter’s invitees are only



allowed to claim reservation of the field, court, open grass area, or disc golf course during reserved times and all Renters and invitees must leave the park no later than 11:00pm. If Renter opts to store items in the softball/baseball complex, Renter will keep items only in areas as designated by the City. The City is not responsible for loss or damage of any items stored in the complex.

#### **4. REGULATIONS**

1. If participation numbers require Renter to have a mass gathering permit from the County, Renter must obtain and provide to the City a copy of the Renter's mass gathering permit for their program or event. If Renter does not have a mass gathering permit, Renter must provide the City with proof of exemption to mass gathering permit requirements.
2. Pursuant to Utah Code 26-53-201, Renter acknowledges and represents that they are aware of and in compliance with the obligations for amateur teams and other organizers of athletic events regarding head injury and concussions. Renter agrees to defend, indemnify and hold harmless Clinton City Corporation, its elected and appointed officials and officers, employees, volunteers, assigns and agents for any claim alleging violation of the requirements relating to head injury and concussion, including but not limited to obtaining the required forms, proper documentation, assuring proper training of coaches, managers and others working with and supervising participants, and failing to properly report incidents, and obtaining appropriate medical assistance.
3. Verbal, written and/or physical abuse in any format, including but not limited to emails, text messages, phone calls, social media posts, etc., of Clinton City Staff or their assigns by any of Renter's participants including players, coaches, officials or spectators will not be permitted. Anyone violating this regulation will be reported to the Recreation and Public Works Directors.
4. The Renter shall not engage in or permit the following by any of its associates, directors, players, coaches, parents, officials or spectators upon the reserved fields, courts, open grass areas or the disc golf course or adjacent grass areas:
  - a. Driving motor vehicles except in designated areas;
  - b. Maintenance of dirt or grass, including but not limited to watering, digging, raking, or using a broom or other implement to remove water or snow on fields;
  - c. Placement or removal of any structure or equipment without prior approval from the City;
  - d. Changing the dimensions or placement of any facility fencing, gates, goals, bases, pitching rubbers etc.
5. Any person who violates Section 4(C) or 4 (D) more than once will be banned from Clinton City Property for at least one year.
6. The Renter may not sublease or assign its reservation date(s) to another organization.
7. While the City shall attempt to provide a safe surrounding area for the Renter, the City does not warrant the safety of the fields, courts, grass areas, disc golf course or complexes. The Renter and/or their designees shall check the fields, courts, open grass areas, disc golf course and complexes for safety before each use and shall not permit any unsafe activities by its participants. The Renter shall promptly notify City staff of any unsafe conditions.

8. Renter may have additional requests for use of facility lights, portable mound(s), scoreboards/PA system and outfield fence(s), but must follow the guidelines listed in the Use Policy.
  - a. The City's Site Supervisor will turn the lights on according to the policy. Lights will be turned off at 11:00pm at the softball complex and 10:00pm for the pickleball courts.
  - b. Portable mounds will be placed and maintained by the Public Works Department.
  - c. PA systems will be shut off at 10:00pm.
  - d. Outfield fences will be placed and maintained by the Public Works Department.
9. Renter must submit any requests for maintenance or repair in writing to Clinton City staff seven (7) business days in advance of the reservation. Clinton City Recreation and Public Works Staff will notify Renter of the approval or denial of the Renter's request.
10. Renter must designate a supervisor to be present for the duration of each reservation. This designee should be the point of contact with the City for any issues that arise during the scheduled reservation. Contact information of supervisor(s) must be conveyed to the City's Recreation Department via email at least 24 hours prior to the reservation.

## **5. DAMAGE AND CLEAN UP**

The Renter shall require that all persons (directors, coaches, officials, participants, spectators and others) be responsible for use of the fields, courts, open grass areas, disc golf course and City equipment in a safe, prudent and responsible manner and only for their usual and intended purpose.

Renter may not move pitching mounds/plates, goals, backstops, re-set bases or use City equipment without permission from the City. Renter may not otherwise alter or damage the dirt or grass. The Renter shall be liable for any damage, other than ordinary wear and tear, to the space, facility and related amenities including boweries and restrooms. Should any damage occur to the athletic fields, facilities or to City equipment during Renter's reservation, City Staff will assess a reasonable charge to the Renter.

Renter is responsible for keeping the fields, courts, open grass areas, disc golf course and all related amenities, including but not limited to restrooms, clean and orderly. City will stock and provide necessary supplies for restrooms. If there is an issue with cleanliness of a restroom or amenity related to the field, court, grass area, disc golf course or softball/baseball complex when the Renter arrives for reserved use, Renter shall promptly notify the City and City staff will respond appropriately.

Renter shall leave the field, court, open grass area and disc golf course in a clean and orderly condition. All Renters equipment must be removed from the field, court, open grass area, disc golf course or complex on the last reservation date. All trash shall be disposed of properly and all City equipment shall be returned to its designated location.

## **6. CANCELLATION**

Renter cancellations of reservations must occur at least ten (10) days in advance of the scheduled usage or Renter may be charged the full rental cost. There will be no refund of the reservation or rental fee if the reservation is canceled by the Renter and there are no refunds for no shows on the day of the rental, no exceptions.

The City may cancel reservations or usage at any time for weather, maintenance, or other concerns. Renter will not be charged if the City cancels usage and the Reservation Fee will be refunded.

Notification of cancellation shall be made to the City's Recreation or Public Works Directors or their assign by phone, email or text.

## **7. SPONSORSHIP**

The Renter shall not represent or imply that the City of Clinton sponsors, supports or endorses the activity for which the fields, courts, open grass areas or disc golf course is used, unless approved in writing by the Clinton City Manager. Neither the Renter nor designees of the Renter are permitted to act as agents, representatives or staff members of the City. The Renter is not to solicit donations or sponsorships as an agent of the City.

## **8. CONCESSIONS**

Concession stands at city-owned facilities shall be operated exclusively by the City's contracted assigns. Groups or vendors who are not the City's contracted assigns may sell goods or food during approved special events but must submit an application, go through the approval process and use their own equipment (e.g., trucks, trailers, or self-contained setups). The City's contracted assigns, groups and vendors must comply with applicable health and safety regulations, obtain necessary permits and adhere to city-established guidelines for vending during events.

## **9. FUNDRAISING**

Fundraising activities conducted on City property is not allowed, unless approved by the City Manager.

## **10. PARKING**

Renter and their invitees shall park in designated parking areas and shall not close off public parking. Charging for parking is prohibited. There shall be no vehicles, other than City vehicles, driving down and around the baseball/softball complexes, on athletic fields or facilities.

## **11. INDEMNIFICATION**

Renter shall defend, indemnify and hold Clinton City Corporation, its elected officials and officers, employees, volunteers, assigns and agents harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, arising directly or indirectly out of Renter's negligence or any negligent omission by Renter under this Agreement.

Renter shall, at Renter’s sole cost and expense and throughout the term of this Agreement and any extensions, carry insurance in the amount as deemed necessary by the City. Renter shall provide the City with a certificate of insurance and list Clinton City Corporation as an additional insured.

**12. AMENDMENT**

If the Renter desires to change the dates, times, or location of use of the rental, they must do so a minimum of ten (10) business days in advance of the rental and a reservation change fee, listed in Appendix B, will be assessed per change. Changes must be made in writing (email is sufficient). Any other amendment, modification, termination or revision affecting this Agreement must be in writing and signed by both Parties.

**13. ACKNOWLEDGEMENT**

Renter acknowledges the City is responsible for scheduling athletic fields and facilities solely to provide coordination between all organizations desiring usage. The City will attempt to provide unencumbered times for usage to each organization. The City is not responsible for unauthorized use or overlapping usage due to an organizations event, practice, game, etc. running overtime. The City schedules and maintains fields, courts, open grass areas and the disc golf course for the benefit of the residents of Clinton City.

**14. AGREEMENT TERMINATION**

Failure to comply with the terms of this Agreement shall result either in notice from the City and a fine, listed in Appendix B, per occurrence or immediate termination of this Agreement at the City’s sole discretion. Future rentals by the Renter may be denied if an Agreement has been terminated with that Renter until unmet requirements are corrected to the satisfaction of the City.

**15. AUTHORITY TO SIGN**

The person signing for the City and the Renter represent that they are authorized to bind their respective organizations by executing this Agreement.

**RENTER**

_____	_____	_____
Signature	Print	Date
_____	_____	
Title	Address	
_____	_____	
Email	Phone #	

**CITY**

_____	_____	_____
Signature	Print	Date
_____		
Title		



**APPENDIX D (2 of 2)**  
**Athletic Field and Facility**  
**(AGREEMENT APPENDIX)**

**Athletic Field and Facility:**

**Dates:**

**Times:**

**Additional Notes:**

\*\*\*\*\* Recreation Department Use Only \*\*\*\*\*

(RENTAL CHECKLIST)

**Application Fee:**    ☐ Yes    ☐ No    Staff Initials \_\_\_\_\_ Date \_\_\_\_\_ = \$ \_\_\_\_\_  
(Non-Refundable)

**Use Agreement:**    ☐ Yes    ☐ No    Staff Initials \_\_\_\_\_ Date \_\_\_\_\_  
(Due ten (10) business days after received)

**Reservation Fee:**    ☐ Yes    ☐ No    Staff Initials \_\_\_\_\_ Date \_\_\_\_\_ = \$ \_\_\_\_\_  
(Due ten (10) business days after the Use Agreement has been received – Non-Refundable)

**Security Deposit:**    ☐ Yes    ☐ No    Staff Initials \_\_\_\_\_ Date \_\_\_\_\_ = \$ \_\_\_\_\_  
(Due five (5) business days prior to the rental - Refundable)

**Usage Fees:**

Baseball/Softball Field    ☐ Yes    ☐ No    # fields requested \_\_\_\_\_ x \$ \_\_\_\_\_ x \_\_\_\_\_ days = \_\_\_\_\_  
Soccer/Football Field    ☐ Yes    ☐ No    # fields requested \_\_\_\_\_ x \$ \_\_\_\_\_ x \_\_\_\_\_ days = \_\_\_\_\_  
(Includes 1 field paint)  
Pickleball    ☐ Yes    ☐ No    \$ \_\_\_\_\_/day (6 courts) x \_\_\_\_\_ days = \_\_\_\_\_  
Disc Golf Course    ☐ Yes    ☐ No    2 hour time block/week \$ \_\_\_\_\_ x # weeks \_\_\_\_\_ = \_\_\_\_\_  
1 - Tournament \$ \_\_\_\_\_ = \_\_\_\_\_  
Open Grass Area    ☐ Yes    ☐ No    # spaces \_\_\_\_\_ x Hours \_\_\_\_\_ x \$ \_\_\_\_\_ = \_\_\_\_\_

**Required Personnel:**

Site Supervisor    (Required for all softball/baseball field rentals that require the Softball/Baseball Complex – All fees are per hour)  
☐ Yes    ☐ No    Total hours requested \_\_\_\_\_ x \$ \_\_\_\_\_ per hour = \_\_\_\_\_

Ball Field Crew    (Required between games for field preparation for all fastpitch softball games. Only one (1) field preparation per day is required for slowpitch softball and baseball games. – All fees are per crew member per hour)  
☐ Yes    ☐ No    Number of hours \_\_\_\_\_  
☐ 1-3 fields \$ \_\_\_\_\_/crew member/hour (2 crew member minimum) = \$ \_\_\_\_\_  
☐ 4 fields \$ \_\_\_\_\_/crew member/hour (3 crew member minimum) = \$ \_\_\_\_\_  
☐ 5-6 fields \$ \_\_\_\_\_/crew member/hour (4 crew member minimum) = \$ \_\_\_\_\_

**Additional Request Fees:**

Field/Court Lights    ☐ Yes    ☐ No    Total hours requested \_\_\_\_\_ x \$ \_\_\_\_\_ per hour/field/court = \$ \_\_\_\_\_  
(April/September - 7pm, May/August - 8pm, June/July -8:30pm, October 6:00pm)

Portable Mound    ☐ Yes    ☐ No    Total number requested \_\_\_\_\_ x \$ \_\_\_\_\_/mound = \$ \_\_\_\_\_

Scoreboard/PA System    ☐ Yes    ☐ No    Total number requested \_\_\_\_\_ x \$ \_\_\_\_\_/hour/board/PA = \$ \_\_\_\_\_

Scoreboard Controller Deposit    ☐ Yes    ☐ No    = \$ \_\_\_\_\_

Outfield Fence    ☐ Yes    ☐ No    Total number requested \_\_\_\_\_ x \$ \_\_\_\_\_/fence = \_\_\_\_\_

Soccer/Football Field Paint    ☐ Yes    ☐ No

1 Initial Paint x \$ \_\_\_\_\_ + (number of additional paint(s) \_\_\_\_\_ x \$ \_\_\_\_\_) = \$ \_\_\_\_\_

**Fines**

Unauthorized Field Preparation    ☐ Yes    ☐ No    Number of Fields \_\_\_\_\_ x \$ \_\_\_\_\_/field = \_\_\_\_\_

Concessions Violation    ☐ Yes    ☐ No    Number of Violations \_\_\_\_\_ x \$ \_\_\_\_\_/violation= \_\_\_\_\_

Parking and Unauthorized Driving    ☐ Yes    ☐ No    Number of Violations \_\_\_\_\_ x \$ \_\_\_\_\_violation = \_\_\_\_\_

Unauthorized Use/Violation of Policy    ☐ Yes    ☐ No    Number of Violations \_\_\_\_\_ x \$ \_\_\_\_\_/violation = \_\_\_\_\_

Agreement Termination    ☐ Yes    ☐ No    = \$ \_\_\_\_\_

**Insurance Policy Received:**    ☐ Yes    ☐ No    Staff Initials \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX E

### Athletic Field and Facility (POST RENTAL CHECKLIST)

**Checklist will be reviewed 24-48 hours post event**

#### **Reminders & Restrictions (unless prior authorization)**

- Vehicles are not permitted on the grass or around the softball or baseball complexes
- Overnight camping or parking in designated areas only, with City Managers approval
- If using tent stakes longer than 8 inches blue stakes must be contacted
- Permanent markings on grass or sidewalks is not allowed
- Run and/or walk routes must be pre-approved with a Special Event Permit
- Bounce houses or other like structures are not permitted at City parks, except for a City function
- Insurance documents must be provided
- Davis County Mass Gathering Permit (if anticipated assembly of 1,000 or more people for two or more hours per day)
- Sales tax laws have been researched and met
- Health department rules and regulations have been met

#### **Check List: To be checked off after event by City staff**

- Checking for damages to athletic fields and facilities
- All trash is put into trash cans

**Printed name of staff:** \_\_\_\_\_

**Signature of staff:** \_\_\_\_\_

**Date/Time:** \_\_\_\_\_

**Additional Notes:**

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