

## RESOLUTION 25-32

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING A PLAYING FIELD LEASING POLICY

**WHEREAS**, South Weber City ("City") recognizes the importance of providing recreational opportunities for city leagues, the public, and private clubs or teams; and

**WHEREAS**, [City Code § 7-4-3](#) allows City officials to establish and administer parks for the benefit of City citizens, including facilitating the reservation of certain park areas and facilities in exchange for payment; and

**WHEREAS**, the South Weber Parks Department has drafted a Playing Field Leasing Policy, attached as **Exhibit 1**, which establishes guidelines and procedures for the leasing of City's public playing fields to private clubs or teams while ensuring fair access, equitable use, and maintenance of these valuable recreational resources; and

**WHEREAS**, the City Council has reviewed the attached policy and determined that adopting such would (1) further City's goal to provide recreational opportunities for private clubs and teams; (2) raise revenue while preserving and without unreasonably interfering with the public's use of City's recreational resources; and (3) be in the best interests of City and its citizens.

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**SECTION 1: ADOPTION**. The SOUTH WEBER CITY PLAYING FIELD LEASING POLICY ("Policy"), attached as **Exhibit 1**, is hereby adopted.

**SECTION 2: SEVERABILITY**. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or the Policy is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The City Council declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions might be declared invalid or unenforceable.

**SECTION 3: EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption by the City Council and shall remain in effect until amended or repealed by subsequent action of the City Council.

**SECTION 4: REPEAL OF CONFLICTING POLICIES**. All previously adopted policies, procedures, or administrative directives that conflict with the provisions of this Resolution or the Policy are hereby repealed to the extent of such conflict.

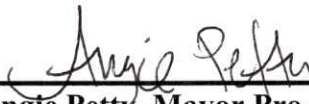
**SECTION 5: PUBLICATION AND AVAILABILITY**. The City Recorder is directed to ensure that a copy of the Policy is made available for inspection by the public and that appropriate notice of its adoption is provided in accordance with Utah law.

**SECTION 6: NON-CODIFICATION**. This Resolution shall not be codified in the City Code but shall be maintained as a permanent record in the Office of the City Recorder, along with the Policy adopted herein.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 18<sup>th</sup> day of November 2025.

Roll call vote is as follows:

Council Member Halverson	EXCUSED	
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

  
Angie Petty, Mayor Pro Tem



  
Attest: Lisa Smith, Recorder

# RES 25-32 Exhibit 1

## South Weber City Playing Field Leasing Policy

### I. General

- a. Policy Statement: South Weber City recognizes the importance of providing recreational opportunities for city leagues, the public, and private clubs or teams. To support the diverse needs of our community, we offer the option to lease public playing fields to these clubs or teams on a game-by-game or season-by-season basis. Per [South Weber City Code § 7-4-3](#), this Policy aims to establish guidelines and procedures for the leasing of public playing fields and to ensure fair access, equitable use, and maintenance of our valuable recreational resources.
- b. Definitions:
  - i. “Department” means the South Weber Parks Department.
  - ii. “Playing Field” means a public playing field available for lease under this Policy.
  - iii. “Lease” means a lease agreement for the use of a Playing Field executed between South Weber City and a Lessee under this Policy.
  - iv. “Lessee” means a private club or team that leases a Playing Field under this Policy.
  - v. “Resident Team” means a team that has 75% or more of the players on the team who live in South Weber. Resident Teams are considered public use and not required to lease a Playing Field. Reservation of field space is still required.
- c. Submissions: Any application or submission required by this Policy to be made to the Department must be completed in person at the Family Activity Center or mailed or delivered in writing to the following address:

South Weber City  
Attn: Parks Department  
1600 E. South Weber Dr.  
South Weber, UT 84405

### II. Eligibility

- a. Lessees must be duly registered and licensed legal entities, such as nonprofit organizations, community-based clubs, or established sports teams.
- b. Lessees must demonstrate a clear purpose and commitment to promoting organized sports and providing recreational opportunities to South Weber City residents.

### **III. Application Process**

- a. To obtain a Lease, a Lessee must apply to the Department. The application shall include the following information:
  - i. Club or team name, contact person, and contact details.
  - ii. Proof of legal entity registration and documentation supporting their purpose and commitment to organized sports.
  - iii. Preferred Playing Field(s), requested dates and times, and duration of the Lease (practice-by-practice, game-by-game, or season-by-season).
  - iv. Any additional requirements, such as equipment, facilities, or services.

### **IV. Allocation of Playing Fields**

- a. The allocation of Playing Fields will be based on availability, the needs of the public, and the suitability of the Playing Field for the requested sport.
- b. Priority will be given to accommodating a variety of sports and ensuring equitable access for different clubs or teams.

### **V. Rental Fees**

- a. The rental fees for Playing Fields are prescribed in the City's Consolidated Fee Schedule and based on the duration, frequency, and demand for the requested Lease. Lease fees may be reduced in exchange for in-kind services like Playing Field maintenance and preparation, or clinics for coaches, players, or referees.
- b. Season-by-season Leases may be subject to a discounted rate compared to practice-by-practice or game-by-game rentals to incentivize longer-term commitments.

### **VI. Terms and Conditions**

- a. Lessees must adhere to the terms and conditions of the Lease.
- b. The terms and conditions may include guidelines for Playing Field usage, responsible behavior, equipment storage, waste management, and any additional rules deemed necessary for the well-being of the Playing Fields and surrounding areas.
- c. Violation of the terms and conditions may result in penalties, revocation of leasing privileges, or future leasing restrictions.

## **VII. Maintenance and Repair**

- a. Lessees must ensure that the Playing Fields are left in the same or better condition as they were received.
- b. Any damage caused to the Playing Fields must be reported by the Lessee to the Department immediately.
- c. The Department may inspect the Playing Fields periodically to assess their condition and address any maintenance or repair needs.

## **VIII. Insurance**

- a. Lessees must provide proof of adequate insurance coverage before the Lease is granted.
- b. The following minimum insurance coverage is required:
  - i. General liability insurance with a minimum coverage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall cover any bodily injury, property damage, or personal injury claims arising from the Lessee's activities on the Playing Fields.
- c. The following insurance coverage is recommended:
  - i. Participant accident insurance to cover accidental injuries sustained by players during games or practices. This insurance should have a minimum coverage limit of \$100,000 per occurrence.
  - ii. Property insurance to cover equipment, gear, and other personal property used on the Playing Fields. This insurance should have adequate coverage limits based on the value of the insured property. The City bears no responsibility for damage to equipment, gear, or personal property used on Playing Fields.
  - iii. Excess/umbrella liability insurance to provide additional coverage above the primary liability limits. The coverage limit for this insurance should be determined based on the specific needs and risk profile of the club or team.
- d. Lessees must provide a certificate of insurance naming South Weber City as an additional insured and providing evidence of the required insurance coverage. The certificate must be submitted to the Department at least 30 days before the Lease start date.
- e. Lessees must maintain continuous insurance coverage throughout the duration of the Lease and provide updated certificates of insurance upon renewal or expiration of the Lease.

- f. Failure to maintain the required insurance coverage or provide updated certificates of insurance may result in the revocation of leasing privileges or future leasing restrictions.

#### **IX. Special Event Permit**

- a. Games, tournaments, clinics, or other Playing Field uses with more than 100 attendees require a Special Event Permit in addition to a lease agreement.

#### **X. Public Access**

- a. Public access to the Playing Fields must be maintained during non-leased hours.
- b. Lessees must allow public use of the Playing Fields when not in use by the Lessee, ensuring fair access for unorganized play or other community events.
- c. Even during leased hours, Lessees may not use the entirety of the grass field surrounding the Playing Field in a manner that unreasonably interferes with public use.
- d. The City may prohibit an organized club or team, or a for-profit trainer or coach, from using the Playing Fields if they do so during non-leased hours in a manner that is excessive or interferes with public use.

#### **XI. Review and Evaluation**

- a. The Department shall regularly review and evaluate this Policy to ensure its effectiveness and make any necessary adjustments.

#### **XII. Enforcement**

- a. A violation of this Policy or the provisions of a Lease is a violation of city code subject to administrative enforcement.