

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2023-15

### A RESOLUTION ADOPTING A REVISED USE POLICY AND FEE SCHEDULE FOR NON-CITY USE OF COTTONWOOD HEIGHTS CITY HALL

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) owns and operates a municipal center (“*City Hall*”) on approximately 4.7 acres at 2277 East Bengal Blvd. in the City, the construction of which was completed in mid-2016; and

**WHEREAS**, because City Hall is a public facility made possible by taxes imposed on the City’s residents, pursuant to its Resolution 2016-92 dated 29 November 2016, the City’s city council (the “*Council*”) adopted a use policy and fee schedule (the “*Policy*”) making City Hall available for non-City, non-commercial uses which comply with the City’s reasonable guidelines for such uses, including payment of use fees to defray the cost of wear and tear and increased supervision and maintenance attending such non-City uses; and

**WHEREAS**, in formulating the Policy, the Council complied with the requirements of UTAH CODE ANN. 10-8-2 (the “*Statute*”) by (a) requesting, obtaining and reviewing a study (the “*Study*”) concerning the matters described in UTAH CODE ANN. 10-8-2(e), and (b) holding a public hearing concerning the Policy as provided in UTAH CODE ANN. 10-8-2(d); and

**WHEREAS**, the Council adopted the Policy based on, among other factors, the intangible and other benefits to be received by the City if City Hall were to be made available for non-City use as provided in the Policy; and

**WHEREAS**, the Council subsequently amended the Policy in July 2019 pursuant to its Resolution 2019-36, which allowed wine and beer to be served at private events held at City Hall, conditioned on the renter’s provision of adequate insurance coverage for the event to protect the City from “dram shop”-type liability as specified in the Policy, as so amended; and

**WHEREAS**, the Council met on 18 April 2023 to consider, among other things, adopting a revised Policy (the “*Revised Policy*”) in place of the Policy, as previously amended, to address certain operational issues that have been identified under the current Policy, including prohibiting the service of alcoholic beverages in City Hall due to the practical unavailability to private parties of adequate insurance to protect the City from “dram shop”-type liability; and

**WHEREAS**, after reviewing the Revised Policy, a “redlined” copy of which is attached hereto that is marked to show the proposed changes to the current Policy, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and adopt the Revised Policy to regulate non-City use of City Hall;

**NOW THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the Council hereby approves and adopts the Revised Policy to regulate non-City use of City Hall in view of the intangible and other benefits to be received by the City if City Hall is made available for non-City use as provided in the Revised Policy, provided, however, that the Council reserves

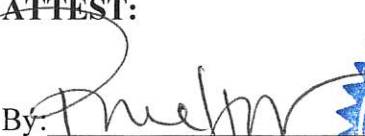
and shall have the right to amend or revoke the Revised Policy as hereafter deemed appropriate by the Council at any time or from time to time.

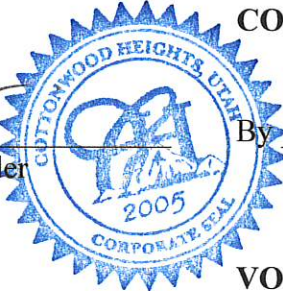
This Resolution, assigned no. 2023-15, shall take effect immediately upon passage.


**PASSED AND APPROVED** effective 18 April 2023.

**ATTEST:**

**COTTONWOOD HEIGHTS CITY COUNCIL**

By:   
**Paula Melgar**, Recorder



By:   
**Michael T. Weichers**, Mayor

**VOTING:**

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Douglas Petersen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 18<sup>th</sup> day of April 2023.

**RECORDED** this 19 day of April 2023.

**City of Cottonwood Heights**  
**Facility Use Policy**  
(Revised ~~18 April 2023~~ ~~16 July 2019~~)

**General Policy**

It is the intent of the city of Cottonwood Heights (“City”) to make its municipal center building (the “Building”) available for the use of City residents (“residents”). Use by non-community groups and non-residents may be scheduled based upon secondary availability and City approval. City will not discriminate in the use of its facilities on the basis of race, creed, color, national origin, sex or disability.

Use of available portions of the Building will be assigned on a first requested - first assigned basis. Priority will be given to City meetings, training and events.

City’s city council (“Council”) may modify and/or terminate this use policy (this “Policy”) at any time.

The City Manager (the “Manager”) or designee will be responsible to make the final determination on any question regarding this policy. The Manager will apply the use policy liberally for the beneficial use and enjoyment of the Building as long as it does not interfere with the Building’s primary use (government services); the safety and general welfare of the public; and protection of the Building and its related property.

**Rental Space and Fees**

**A. Available Building Areas**

The following areas of the Building may be available for use if approved in advance by the City’s Culture Manager or other designee of the Manager (the “Coordinator”).

Council Chambers	Max. Occupancy - 102
Community Room (w/catering kitchen)	Max. Occupancy - 156
<del>Council Workroom</del>	<del>Approx. Occupancy - 50</del>

**B. Building Rental Hours**

Rental will generally be available for public use during the following times, excluding holidays (City meetings take precedence over any other building use):

Monday, Wednesday, Thursday 6 p.m. - 10 p.m.

Friday ~~6~~5 p.m. - 11 p.m.

Saturday 9 a.m. - 11 p.m.

Sunday 9 a.m. - 8 p.m.

~~Holidays~~ — By request and availability

Business Hours – By request and availability (rental can’t interfere with City business)

**C. Occupancy Limits**

Meeting rooms and spaces will have maximum occupancy limits based on the type of use and furniture layout. The renter must provide information in the application to specify the number of

people anticipated in the room and how they will be seated/located in the room. Fire and building codes determine these occupancies as well as the aisle widths to exits.

#### **D. Rental Fees**

Rental fees are necessary to cover the cost of the staff required to be present during the facility use, utilities, restroom paper goods and minor wear and tear. Renters will be charged a rental fee according to the fee schedule, which is subject to change by the Council at any time. All rental fees are required to be paid before the reservation will be confirmed. No rental fee will be charged for City's own activities or for use of the Building by City committees, City-sponsored groups, or other organizations as deemed appropriate by the Coordinator and City Manager (the "Manager"). The Coordinator may discount or waive the rental fee in the certain cases where the user makes an in-kind contribution (donation of time or resources) to City that is acceptable to City and is equal to or greater than the rental fee.

#### **Fee Schedule**

All rentals have a mandatory two-hour rental minimum.

Reservation is for the specified date and time only. Set-up and clean-up times are included, and must be completed, within the overall reservation time. Use before or after the reserved time will incur an additional charge of \$50 for each 15-minute increment or portion thereof. For example, arriving 20 minutes early for a reservation, or overstaying a reservation by 20 minutes, will incur a \$100 additional charge. Such additional charges may be deducted from any available security deposit, or shall be paid separately if a security deposit is unavailable or insufficient.

Additional rooms added to a rental will be one-half its regular rate, provided that such discount shall be applied to the room with the less expensive rental rate.

City employees are eligible to utilize the facility at the resident rate.

#### **Community Room with Kitchen**

\$50 per hour - Resident, 501(c)(3) non-profit within City limits, or business within City limits  
\$100 per hour - Non-resident, 501(c)(3) outside City limits, or business outside City limits  
Government – Free during business hours; \$50 per hour after business hours  
~~Additional fee of \$100 if alcohol is served (resident only) to defray additional city staff processing time.~~

#### **Council Chambers and Workroom**

\$40 per hour - Resident, 501(c)(3) non-profit within City limits, business within City limits  
\$80 per hour - Non-resident, 501(c)(3) outside City limits, or business outside City limits  
Government – Free during business hours; \$40 per hour after business hours

"Government" means a governmental body which is using City's facility to conduct governmental business and either: (a) is supported by City's taxpayers; (b) is then involved in a cooperative undertaking with City; or (c) includes as a member of such entity's governing body an employee or elected officer of City. City's determination of whether the entity constitutes "government" under this standard is dispositive.

**The Building’s lobby and its contents are provided for general public information and enjoyment and are NOT part of any private rental agreement.**

**E. Security Deposits**

In addition to the hourly rental fee, any private party use where food will be served or longer than four hours will require a \$250 pre-paid security deposit or placing a valid credit card number on file according to the schedule below, which is subject to change by the Council at any time. The security deposit is refundable if City inspection verifies that no Building or property damage has occurred, that no City property is missing, that there has been no violation of the rental agreement, that the reservation times have been strictly complied with, and that the Building and surrounding property is left clean and in orderly condition. If any damage or mistreatment has occurred, deductions will be made from the security deposit as needed to fully repair the damage or mistreatment and, if insufficient, the balance will be assessed to the renter. All security deposits and refunds will be coordinated by the Coordinator, who will return any unused security deposit within two to three weeks after the renter’s event has taken place. **Security Deposits may be paid by credit card, check or cash.**

	<b>Resident</b>	<b>Non-Resident</b>
<u>Less than 50 Occupants Use</u>	<u>\$50</u>	<u>\$100</u>
<u>Greater than 50 Occupants Use</u>	<u>\$200</u>	<u>\$250</u>

**F. Cancellation Policy**

A full refund of the rental fee and security deposit except for a \$15 administration fee will be made if the reservation is canceled at least two weeks prior to the scheduled event. A refund of 50% of the rental fee and 100% of the security deposit will be made if the reservation is canceled less than two weeks before the event. City shall not be liable for damages to any individual(s) or group(s) if the premises are not available for use for any reason, including as a result of mis-scheduling, emergency, force majeure, or any other reason, whether or not due to City’s own actions or omissions. If City cancels a renter-scheduled event, City’s liability shall be limited to the obligation to promptly refund any rental fee and security deposit previously paid.

**G. Equipment**

Rental fees include the use of ~~a~~ tables, chairs, microphone, A/V system and kitchen equipment (if the kitchen is rented). The renter is responsible to determine if the quantity and quality of available City equipment is sufficient for renter’s event. Renter is responsible for the cost of renting additional equipment if City equipment is insufficient. Poster boards, markers and other expendable items will be provided by the renter. If a renter’s event occurs outside City’s normal business hours, City does not assure that the microphone, A/V system and kitchen equipment will be functional during renter’s event.

**H. Kitchen and Preparing Food**

The kitchen is designated for prepping and warming food. No cooking within the Building is permitted with the sole exception of “crockpots.” No electric fry pans are allowed. All City-owned equipment used must be washed and put away in original location. Propane barbeques must be at least 25 feet away from all structures; no charcoal cooking is allowed. Warming trays utilizing alcohol burners may only be used by caterers who are present on-premises throughout the event.

## **I. Food & Beverages**

General. Food and beverages may be served at the event. Food must be catered or pre-prepared. City must be notified in advance if the renter intends to have food and/or beverages at its event.

Food is not allowed in the Council Chambers; o-or-Workroom. Only water is permitted.

Caterers. Renter may use the caterer of its choice. Caterers are responsible for cleaning any areas used prior to leaving and removing food and foodservice equipment or will be billed for cleaning services (unless other advance arrangements have been made with City staff).

Alcohol. Service of alcoholic beverages, including other than beer and/or wine, is prohibited due to increased potential liability to City. Service of beer and/or wine (“alcohol”) is permitted only upon full compliance with the following requirements:

~~Alcohol service is permitted only in full compliance with the Alcoholic Beverage Control Act, UTAH CODE ANN. §§ 32B-1-101 et seq. (the “ABC Act”), including its prohibitions on the direct or indirect sale of alcohol and possession of alcohol by minors.~~

~~Alcohol service may only occur in connection with a truly private, “no-charge” social event (such as a wedding reception with a list of specific invitees) where a City resident is the renter. Alcohol may not be served at any event to which the general public is invited, or which will involve the direct or indirect sale of alcohol. (Indirect methods of selling alcohol include, without limitation, charging for admission or charging for the cost of a meal). Alcohol may not be served at non-private events or any other event requiring a license under the ABC Act. The renter is responsible for assuring full compliance with the ABC Act of any alcohol service at its event.~~

~~Alcohol may be served only by alcohol server (the “Alcohol Server”) who is both licensed as such by the state of Utah and is insured as such under a liability insurance policy with at least \$1 Million combined single limit coverage issued by a Utah licensed third party insurer. City shall be named as an additional insured under such liability insurance policy. All rentals with alcohol are required to use a City approved Alcohol Server. The name of the Alcohol Server, a copy of the Alcohol Server’s state license, and a copy of the Alcohol Server’s certificate of liability insurance shall be provided to the Coordinator at least ten business days before the event or such longer period as may be required by this Policy. All such items shall be subject to City’s reasonable approval.~~

~~City will require additional liability insurance coverage in connection with an event where alcohol will be served, including, without limitation, coverage for so-called “dram shop” liability. The amount of additional insurance coverage will be \$2 Million or such increased amount specified by City (which may be equal to the then Utah Governmental Immunity Act limitation on judgments pursuant to Utah Administrative Rule R37-4-2 or its successor [\$2,455,900 as of June 2019]). The renter shall obtain such liability insurance coverage through a City approved insurer and at least ten days before the event shall provide a certificate or other proof of coverage from the insurer showing City as an additional insured. If the renter fails to so obtain and provide proof of such coverage, then the renter’s event shall be cancelled without liability whatsoever to City. In the event of such a cancellation, the renter will be refunded an amount equal to 50% of the rental fee and any balance of the security deposit remaining after City’s retention of an amount equal to 50% of the rental fee.~~

## **J. Parking Lot, Patio and Landscape**

The parking lot is intended for vehicle parking only and patio and landscape areas are intended for pedestrian use. No alcohol is to be used in these areas at any time. Other uses must be brought to the attention of the Coordinator in the application for consideration. City reserves the right to disallow any use that may inhibit the use of the Building, pose a threat or danger to property or people, or in otherwise be determined unfit for the facility.

## Reservation Procedures

### A. Application

Anyone wishing to rent an available area of the Building shall submit a completed reservation application form to the Coordinator in advance of the proposed reservation. The reservation application is available on the City's website (www.ch.ut.gov) or at the City offices. Reservations may not be made more than 120 calendar days in advance. No use shall be granted in such a manner as to constitute a monopoly for the benefit of anyone, except for City meetings, training and sponsored events. Renters are limited to one rental of the Building per 120 calendar day period. Exceptions apply if a desired day remains open 21 calendar days or less before the additional rental date(s).

The following information shall be provided in the reservation application (an application is required for each event):

1. Name, address and contact information of the responsible party and contact person (the "Applicant") for the reservation, who must be an individual over 21 years of age. **The Applicant shall be the "renter" hereunder and shall be personally liable for any violation of, and any damages and liability under, this Policy during the rental.**
2. Group represented, if applicable.
3. Area(s) of the Building to be reserved.
4. Requested rental date.
5. Total hours to be rented, including set-up and clean-up. All hours must run consecutively.
6. Specific times: to begin set-up, activity beginning time, activity ending time, clean-up complete.
7. Purpose of the meeting or activity.
8. Number of people expected to attend the event. Rentals that pose a risk (large groups, food service, physical activities or games) may be required to provide proof of additional insurance to indemnify the City. The City Manager will make this determination during the application review process.
9. Refreshments to be served, including type of drinks.
10. ~~Whether alcohol will be served. Please see the heading "Food and Beverages" on pages 3-4, above, for limitations on and related requirements concerning service of alcohol at any event. Supplemental information and payments will be required by the City if alcohol will be served.~~
10. The Applicant's agreement to be personally liable for any violation of this Policy during use of the rental space (the "Rental Space") and the Applicant's agreement, to the fullest extent permitted by law, to hold harmless, defend at its own expense through counsel selected by the City, and to indemnify City and its officers, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from use of the Rental Space and all acts or omissions to act of Applicant or its officers, employees, agents, licensees, invitees and

other related parties or participants in Applicant's event; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts in connection with such event.

11. The Applicant's signature.

**B. Confirmation**

The Coordinator will have at least ten business days to determine if the Building is available on the date and time requested and whether the proposed use otherwise is permissible. Thereafter, the Coordinator will notify the Applicant whether or not the proposed rental has been approved and will inform the Applicant of any additional information or fees required by the City.

**C. Payment of Fees and Deposit**

Upon being notified that the rental reservation has been approved, the applicant shall immediately remit the entire rental fee, security deposit and other fees to City's business office, coordinating such payment through the Coordinator. No reservation is confirmed until all fees and deposits are paid in full.

**Permitted Uses**

The Rental Space is not a public forum, and City reserves the right to reasonably restrict a renter's use of the Rental Space to prohibit anything that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens. The Rental Space may not be used to conduct meetings or events that are intended for commercial purposes to generate revenue or any type of compensation for the renter or any third party. The Rental Space shall not be used for organized political party activities (e.g., political party caucuses), organized religious activities (i.e., church services) or any activity that may directly or indirectly injure or damage any individual or property.

Individuals or groups using any Rental Space shall comply with the following use regulations:

1. Participants and guests shall comply with all applicable laws.
2. No foul or abusive language shall be used at any time.
3. Shoes and shirts must be worn at all times.
4. No gambling, smoking, illegal drugs, drinking of alcoholic beverages ~~(except as specifically authorized herein)~~, or possession of the same, will be permitted at any time.
5. Areas not specifically reserved shall be off limits.
6. No youth activities will be allowed, unless supervised by at least two people over the age of 21.
7. Open flames, sparklers, lighted candles, glitter, rice, confetti, graphite, paints, grass, helium balloons and other similar materials are prohibited in the Building.
8. Heavy items must be carried when moved to avoid damage to the floor.
9. City's tables, chairs and other equipment are not to be taken from the Building for any reason.
10. Hallways and exits, and other traffic areas are to remain free of tables, chairs, boxes and other items, at all times.
11. Nothing may be hung, attached or suspended from the walls or ceiling. No nails, tacks, tape or similar items may be used on the walls or ceiling.



12. Pictures, plaques, flags, blinds, light fixtures, furniture, etc., are not to be removed or rearranged unless pre-approved by the Coordinator.
13. Participants and guests are to remain in the Rental Area. Children must be supervised at all times by a responsible adult. The Applicant is responsible for the conduct of all participants and guests.
14. Except for certified service animals, pets or animals are not allowed in the Building.
15. Nothing is to be sold in the Building unless it is part of a City-sanctioned event.
16. Outdoor structures need prior approval.
17. Colored drinks or beverages/liquids that can stain floor coverings are not allowed.
18. The City is neither responsible nor liable for the theft, loss or damage to personal property during the rental.
19. Amplified sound must be maintained at a reasonable level which would not disturb neighbors or staff.

### **Care and Cleaning**

Use of the Rental Space constitutes the Applicant's agreement that it was clean, in good working order, and in satisfactory condition at the commencement of the rental. Any City staff monitoring the rental are provided at City's cost for supervision only and do not provide janitorial services or cleanup for purposes of the rental. Instead, the Applicant is responsible for thoroughly cleaning the Rental Space and any other portions of the Building or grounds affected by the rental (e.g., the parking lot), including by removing all foreign matter, garbage and debris and depositing it in the appropriate outside receptacles. If the kitchen area is used, all appliances, counter tops, sinks and floors must be properly cleaned. City staff will determine whether the cleaning has been properly performed.

### **Liability, Loss and Damage**

The renter will assume liability for the use of the Building and take necessary action to hold the City harmless for acts conducted by the renter or its attendees. Groups of 50 or more that are serving food, ~~servng alcohol~~ and/or playing games or other activities that may increase risk may be required to provide a certificate of insurance to indemnify the City against claim.

Any damage to the Building or any conduct which does not strictly adhere to this Policy shall constitute grounds to immediately terminate current and future use of the Building for that individual or group. The Applicant shall be personally liable for any damage or loss to the Building, grounds, furnishings and/or equipment beyond normal wear and tear, and immediately shall report such damage to the City.

### **Access to Building**

Access to the Building will be controlled by assigned City staff and a City staff member must be present at the Building when it is occupied by a renter. Keys will not be provided to the Applicant. Blocking doors open or bypassing locks and security systems will result in the forfeiture of the security deposit and may incur additional liability and damages.