



City of West Jordan Facility Use Policy

I. Mission Statement and Applicability

The City of West Jordan desires to develop and maintain quality parks, recreational facilities and other facilities to provide excellent recreational opportunities, inviting community gathering places, and aesthetically pleasing green spaces. Use of City parks, recreational facilities and other facilities is encouraged for a wide variety of individual and group activities and functions.

In order to maintain an enjoyable environment for all users and the surrounding community, this policy has been adopted to apply to all City facilities that are available for reservation. Compliance with City ordinances is required, and ordinances will govern if there is a conflict between the ordinances and this policy. As each use may differ, reservations or permits approved or issued pursuant to this policy may contain additional requirements unique to a particular use. This policy may be modified from time to time, and facility users will be required to comply with the most current requirements.

This policy applies to reserved and permitted uses of City parks, athletic fields, pavilions, concession stands, the City arena and City buildings available for reservation. Related information may be found in the City's ordinances and policies on encroachments, free expression activities and filming

II. Definitions

As used in this Policy, the following words have the following meanings:

- A. "Additional City Services" means City services in excess of Basic City Services, as defined below.

- B. “Applicant” means the person or entity that applies for a reservation or permit pursuant to this Policy. If the reservation or permit is approved or issued by the City, the Applicant is the reservation or permit holder and is the Responsible Party.
- C. “Approval Authority” means the City Manager or the designated City employee or department with authority to approve or deny an application per the terms of this Policy. Where the Approval Authority is the Department, the address for submittals is 8030 South 4000 West, West Jordan. Where the Approval Authority is the Events Coordinator, the address for submittals is 8000 South Redwood Road, West Jordan.
- D. “Arena” means the main arena, practice arena, bleachers, box office, sky boxes and concession stands located as stated in City Code. Folding chairs for lower reserved seating are not included and must be provided by the Responsible Party at the Responsible Party’s own expense.
- E. “Basic City Services” means those services determined by the City to be necessary to protect the public health, safety and welfare of the residents and visitors West Jordan during typical daily use of City Facilities.
- F. “City” means the City of West Jordan.
- G. “City Building” or “City Buildings” means Pioneer Hall, the Justice Center and City Hall (including Council Chambers, Schorr Gallery, Community Room, Room 331, Observatory). Restroom facilities and Concession Stands are not City Buildings for purposes of this Policy.
- H. “City Event” means an event that:
1. is planned, organized and controlled by: (a) City personnel; (b) City contractors; (c) elected City officials; or (d) City committee members or other volunteers; and

2. is funded pursuant to a budget adopted by the West Jordan City Council; and
 3. for purposes of liability, the City has either: (a) determined to fall within the purview of City insurance or other similar City coverage; or (b) required another entity (or entities) to agree by written contract to indemnify the City; and
 4. is not a City Sponsored Event as defined below.
- I. “City Facility” or “City Facilities” means City Buildings, Parks and Recreational Facilities.
 - J. “City Parks” means those facilities identified as City Parks in City Code section 8-13-1 and their environs, including but not limited to athletic fields and courts, pavilions, picnic areas, concession stands, traveled ways, sidewalks, parking lots, restrooms, and tot lots.
 - K. “City Recreational Facilities” means the Arena.
 - L. “City Sponsored Event” means an event where the City’s involvement is limited to lending of the City’s name or financial or in-kind support.
 - M. “Concession Stand” means a permanent structure, owned by the City, where food and beverages may be sold or served. Concession Stands may be reserved by submitting an application to the Department or Events Coordinator. Concession Stands are equipped with hot and cold running water and sinks. Generally, there are no grills or vents. A full kitchen is available only at the Concession Stand located within the Arena. Where there is a grill or full kitchen, a fire extinguisher is provided.
 - N. “Department” means the Public Works Department of the City of West Jordan, with its offices located at 8030 South 4000 West, West Jordan, Utah 84088.
 - O. “Events Coordinator” means the City employee designated by the City Manager as the employee responsible for coordinating events in the City.

- P. “Facilities” or “City Facilities” when used alone and without qualifier, means City Parks, City Recreational Facilities, Concession Stands, Arena and City Buildings.
- Q. “Fall Closing” means the date on which the City Parks and Recreational Facilities close for off-season.
- R. “Fee Schedule” means the City of West Jordan Consolidated Schedule of Fees and Service Charges, as adopted by resolution of the West Jordan City Council, and in effect at the time an application is submitted.
- S. “Policy” means this City of West Jordan Facility Use Policy.
- T. “Responsible Party” means an Applicant whose application is approved and who is issued a reservation or permit.
- U. “Special Event” means any activity for which a City Facility is being reserved (or a permit is being issued), and which meets at least one of the following criteria: (1) 200 or more attendees are expected; (2) Additional City Services are required; (3) the activity is an athletic tournament; (4) inflatable toys or similar items will be set up; or (5) a fee will be charged for admission or participation.
- V. “Spring Opening” means the date on which the City Parks and Recreational Facilities open for open season.
- W. “Temporary Snack Bar” means components that are not City-owned, such as a folding table and canopy, placed temporarily in a City-approved location within City Facilities for the purpose of selling food or beverages.
- X. “User” or “Visitor” means any person who is present in a Facility, whether by reservation, permit or otherwise.

Y. “Youth League” means a league where 51% or more of participants are youth. A “youth” is a person who, at the time of application, is: (1) under the age of eighteen; or (2) under the age of nineteen and currently enrolled in high school.

III. Facilities Inventory

- A. City Parks. City Parks include those facilities identified in Chapter 13 of Title 8 of the City Code and shown in Appendix A of this Policy and their environs. Plazas, similar outdoor open areas, unimproved open space and the City cemetery are not City Parks.
- B. City Buildings. City Buildings include those facilities identified in Chapter 5 of Title 3 of the City Code, and shown in Appendix A of this Policy.
- C. Concession Stands. Concession Stands are located and available within some City Parks. Use of Concession Stands and Temporary Snack Bars is regulated separately in this Policy.

IV. Reservation of City Facilities

- A. Reservations Available; Limitations.
 - 1. *Available Facilities.* City Facilities available for reservation or permit are listed in Appendix A.
 - 2. *Pavilions.* Areas within 200 feet of a pavilion are not available for rental if the pavilion has been reserved by a different person or entity.
 - 3. *Traveled Ways, Sidewalks, Tot Lots and Restrooms.* Traveled ways, sidewalks, tot lots and restrooms within, adjacent to and near City Facilities are not available for reservation or permit but may be used for their intended purposes by the Responsible Party, invitees and attendees. Traveled ways and sidewalks may be subject to an encroachment permit and fee.

4. *Parking Lots.* Limited space within parking lots may be available for reservation. Unless otherwise expressly specified in a reservation or permit, parking lots may not be closed and may be used only for parking purposes incidental to the reservation or permit.
5. *Concession Stands.* Concession Stands may be available for reservation or may be subject to lease at the discretion of the City Manager.
6. *Athletic Fields and Courts.* Some athletic fields designated by the City Manager are available only for youth leagues and not for adult league play.
7. *Inflatable Toys.* A permit for inflatable toys may be obtained by submitting a Special Event Application. Inflatables may be subject to additional requirements. Inflatable toys are not permitted without a Special Event Permit.

B. Procedure for Reserving City Facilities.

1. *Application.* The appropriate application (included in Appendix B), deposit and fees must be submitted to the Approval Authority. The application may be downloaded from the City's website at www.wjordan.com. Deposit and fee amounts are found in the City's Fee Schedule.
2. *Additional Application(s).* If the Approval Authority determines that the requested use requires additional application(s), the Approval Authority will notify the Applicant and coordinate with the other Approval Authority as needed for the additional application.
3. *Time to Apply.* The time to apply is set forth in City Code.
4. *Reservations of Athletic Fields for Seasonal Leagues and Tournaments.* Applications will be accepted by the Approval Authority during the time stated in City Code. If practices will be held during the season, a practice schedule must be submitted no later than one week after the

first game of the season. A separate fee may be charged for practices, and practices may be scheduled on different fields.

5. *Extended League Play.* League play may extend beyond the open season, provided that dates and times are: (a) requested in the application; (b) specifically included in the reservation or permit; and (c) approved by the Approval Authority in writing. Extended league play shall only be available at Constitution Park fields designated in Appendix A. Any league or other entity that requests, and is approved for, extended league play shall provide portable toilets at their own expense.

6. *Fees and Deposits.*

a. Fees and deposits will be as set forth in the Fee Schedule.

b. The application must be accompanied by the appropriate fees and deposits. A request to use City Facilities will not be considered, and a reservation will not be held for any person or entity without a written application and the tender of the appropriate fees and deposits.

c. The City recovers some costs associated with the benefits provided to the Applicant, such as utilities, maintenance, some field preparation and administrative processing time, through the collection of fees. Equipment is not included in the fees and must be provided by the Applicant.

d. Fees for reservation of City Facilities are non-refundable, unless otherwise expressly specified in the City Code. No refunds will be made on canceled or unused reservations or other circumstances including inclement weather. Reservations may be rescheduled without additional charge, depending on availability. Fees and deposits received with an application will be refunded if the application is denied.

e. City Events are not subject to fees and deposits.

7. *Confirmation.* A written confirmation of the reservation or written permit will be mailed or emailed to the Applicant. The application must specify the name and address of the Applicant, and any other individual to whom copies of communications from the City will be sent. During the approved use, a copy of the written confirmation or permit must be at the City Facility with an adult authorized by the Responsible Party, and must be presented upon request. The City is not responsible for lost or misdirected mail.
8. *Approval Authority.* Except for Special Events, the Department is the Approval Authority with authority to approve or deny applications for use of City Parks. The Events Coordinator is the Approval Authority with authority to approve or deny applications for Special Events and use of City Buildings and Recreational Facilities.
9. *Special Events.* If a reservation request is for a Special Event, a Special Event Application must be submitted and reviewed, and a permit may be issued, according to the section of this Policy titled “Special Events.”

C. Consideration of Application.

1. *Denial.* An application for reservation or permit for a City Facility may be denied and a reservation may not be made if it is determined that:
 - a. The reservation or permit will substantially interfere with other reserved or permitted activities, Special Events, or with the provision of City services in support of them.
 - b. The reservation or permit will violate public health and safety laws.
 - c. The reservation or permit will require exclusive use of the City Facility in a manner that will adversely impact the reasonable use or access by the general public to unreserved City Facilities or their environs.

d. The reservation or permit will conflict with another reservation, permit or Special Event, or the request is for an area already reserved by another party.

e. The reservation or permit will divert so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable public service protection to the remainder of the City.

f. The reservation or permit will create a burdensome expense to City.

g. The reservation or permit will not allow a field rest period of at least one week between tournaments.

2. *Conditions.* The Approval Authority may condition the permit or reservation as deemed appropriate to address reasonable concerns.

3. *Nondiscrimination.* The City is committed to policies of equal opportunity, affirmative action and nondiscrimination. The City seeks to provide equal access to its programs, services and activities for people of all abilities. Reasonable prior notice is needed to arrange accommodations. The City will not grant or deny permission to use City Facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, ability, age, political belief or other impermissible basis.

D. Deposit.

1. *Standard of Care.* It is the responsibility of the Responsible Party to ensure that the City Facilities are in as good or better condition as they were found. The Responsible Party will be

assessed a fee for all City cleaning or repair activities required after the City Facility is used. The amount of the cleaning fee will be based on the Fee Schedule. City Buildings, Parks, Recreational Facilities, athletic fields and pavilions must be returned to their original condition except for normal wear and tear. The Responsible Party is responsible for picking up all paper, cans, bottles, athletic tape, etc. that is deposited before, during, or after the use. If the amount of trash exceeds the capacity of available trash cans, the Responsible Party must remove excess trash from the Facility or pay for the provision and removal of additional trash cans. An assessment will be made to the Responsible Party in an amount based on the Fee Schedule if it becomes necessary for City employees or contractors to pick up and remove trash after the use.

2. *Deposit Required.* A Deposit may be required to ensure that the Responsible Party: (a) complies with the reservation or permit; (2) pays for other work resulting from the occupancy, including but not limited to overtime fees for staff; (3) pays for all city costs incurred in modifying or enforcing the reservation or permit; and (4) keeps the City Facility clean, free of damage, and in a condition substantially the same as existed prior to occupancy of the City Facility. The Deposit is not a limitation on the Responsible Party's financial responsibility.

3. *Inspection of City Facility.* If the City Facility is not left in a clean condition, if there is damage, or if the City Facility is not in substantially the same condition as prior to the reserved or permitted occupancy (normal wear and tear excepted), the City will retain the Deposit, or a portion thereof, and seek reimbursement from the Responsible Party for costs exceeding the amount retained.

4. *Return of Deposit.* The Deposit, minus deductions, will be returned to the Responsible Party within 45 days after the reserved or permitted occupancy. Deductions will be made for the following: damaged property, clean up, other work resulting from the occupancy, overtime fees

for staff and other costs resulting from modifications to the reservation or permit or the Responsible Party's failure to comply with the reservation, permit, City Code, this Policy or any applicable City rules, policies or procedures. If part or all of the Deposit is withheld, the City will provide the Responsible Party a written explanation within 45 days after the event.

5. *Final Determination by City Manager.* Any dispute of the refund amount shall be finally determined by the City Manager.

E. Reservation Priorities for City Facilities, Except Special Events.

1. *First Requested.* City Facilities will be assigned on a first requested - first assigned basis.
2. *Simultaneous Requests.* When more than one fully completed Application is received at the same time, or during the same designated application period (designated application periods apply only to athletic fields), requesting a particular City Facility for substantially the same date and time, preference will be granted and assignments will be made as follows:
 - a. Preference will be given to City Events.
 - b. Preference will be given to City-Sponsored Events.
 - c. Preference will be given to Special Events.
 - d. Preference will be given to league use over non-organized ad hoc group use (athletic fields only).
 - e. Preference will be given to youth leagues and tournaments over adult leagues and tournaments (athletic fields only).
 - f. Preference will be given to individuals or groups that have not had any violations or any deposit amount withheld for at least three consecutive years.

- g. Preference will be given to the league with the highest percentage of West Jordan residents, with the highest percentage scheduled first, second highest scheduled second, etc. (athletic fields, league play only).
- h. Preference will be given to groups that have historically been assigned to a specific City Facility every year for at least three years.
- i. After all considerations above, preference will be given to the group that submitted earlier within a designated application period for athletic fields.

F. Closures. The Approval Authority will attempt to contact, or provide contact information to, persons with known reservations that are affected by closure of a Facility. Any Responsible Person playing or allowing play on athletic fields which have been closed will have his/her permit and reservations cancelled/terminated for the day and for the remainder of the season; the Responsible Person will be charged a fee to mitigate any damage done to any playing surface or landscaping.

G. Cancellations. The Responsible Party should notify the Approval Authority of any cancellations. Reservations may be rescheduled without charge at the Approval Authority's discretion, depending on availability.

H. Policies Specifically for Reservation of City Buildings. The Responsible Person will be allowed to use the City Building only during the hours specified in the reservation or permit. The rooms located in City Hall and the Justice Center may not be available or may be subject to additional fees and deposits for after-hours use on Saturdays, Sundays, City holidays, and weekdays after 5:00 pm and before 8:00 am. Pioneer Hall will be available for use Sunday through Saturday, 8:00 am – midnight, or as specified in writing in the Special Event Permit. At the discretion of the Events Coordinator, reservations for Pioneer Hall may not be available on City holidays. Use of Pioneer Hall may be subject to additional fees and deposits.

V. Service in Lieu of Fees for City Parks and Recreational Facilities.

Reservation fees for City Parks and Recreational Facilities may be credited for civic volunteer labor hours as approved by the City Council. All fees other than reservation fees (i.e. overtime, Additional City Services, security, cleaning) will still be charged on a time and materials basis or as otherwise adopted in the Fee Schedule. Civic volunteer labor is approved by the City Council. The service provided may include maintenance to City Parks and Recreational Facilities and all services must be approved in advance. Interest in providing service in lieu of fees should be expressed at the time the application is submitted. A separate contract may be required; no verbal agreements will be honored. If approved, the Responsible Party will be required to comply with the requirements of Appendix E.

VI. Maintenance

- A. Basic Maintenance of City Parks and Recreational Facilities: The Department shall prepare and provide basic maintenance of the City Parks and Recreational Facilities. The Department's maintenance and preparation times shall be during regular working hours scheduled at the sole discretion of the Department, subject to its budget and schedule. Attempt will be made to notify the Responsible Party of maintenance times. At the discretion of the Department, basic maintenance and preparation may, but shall not be required to, be scheduled to accommodate specific reservations. Maintenance times shall be at the sole discretion of the Department.
- B. Athletic Fields. The Department is committed to preparing athletic fields for use including mowing, limited field preparation work, and the installation of necessary goalss. The Responsible Party is encouraged to regularly and freely communicate with the Department concerning any potential maintenance conflicts.

- C. Responsible Party Duty to Inspect. The Department maintains the City Parks and Recreational Facilities to minimum standards. The Responsible Party must check the reserved City Parks and Recreational Facilities for safety before each use, report unsafe conditions, and not permit use if unsafe. Any unsafe conditions must be reported to the Department immediately, and the City Park must not be used until further notice from the City.

VII. Obligations of Responsible Party

A. Compliance with Laws.

1. *All Users.* It is the responsibility of all Users and Visitors, whether by reservation, permit, or otherwise, to comply with all applicable Federal, State and Local laws, ordinances, rules, regulations and policies. If the use is by reservation or permit, the Responsible Party shall be responsible to immediately inform others and the City of any violations or suspected violations associated with the reservation or permit.
2. *Responsible Party.* The Responsible Party shall be familiar with applicable regulations and prohibitions of the City Code, the approved reservation or permit and this Policy. Where it is not contrary to the City Code, exception to prohibited and regulated activities may be included as part of a Special Event Permit.

B. Responsible Party's Use and Care of City Parks.

1. *Minor Maintenance.* The Responsible Party may perform the following minor maintenance services for athletic fields, provided that athletic fields are not thereby damaged and provided that the fields shall not be used if it is unsafe to do so:
 - a. hand rake fields;
 - b. fill holes with material approved by the City;

- c. hand water the fields;
- d. use approved materials, including “Diamond Dry” or sand to treat and dry wet areas of fields, provided that no sand shall be removed from any tot lot area.

2. *Changes.* Any changes to the athletic fields that a Responsible Party wishes to make must first be approved in writing by the Department including but not limited to re-sodding, bringing in large quantities of new dirt for fields or changing the shape of any field. If the Responsible Party desires to perform minor maintenance or approved changes, the Responsible Party shall supply tools, liners, hoses, and any other equipment or supplies necessary. The Responsible Party is required to find storage facilities off of City owned property for its tools, supplies and equipment.

C. Security. The City does not place security officers at its Facilities and therefore provides no security protection for privately owned or rented equipment placed within the Facilities, or on any City-owned property.

D. Liability and Insurance Requirements. The City will assume no responsibility for loss, cost, or expenses arising from the use of City Facilities. Responsibility for damage, loss and all other liability will rest with the Responsible Party. At the City’s request, the Responsible Party will provide reasonable liability insurance coverage.

E. Rules of Conduct. Rules of conduct shown in the City Code and Appendix C must be followed.

VIII. Responsible Party’s Access to City Facilities

A. Keys and Locks.

- 1. *Issuance of Keys; Deposit.* Prior to the reserved time, the Responsible Party may be issued a combination or key for access to the City Facility. If a key is needed, the Responsible

Party will be required for each reserved use to check out the key with the Responsible Party's driver's license or a key deposit, or City staff may be available to open the City Facility for the reservation. A key deposit will be required if the Responsible Party is to be issued a key that will be kept by the Responsible Party for additional reservations. Only one individual may be designated by the Responsible Party to control the combination or key on behalf of the Responsible Party, and only the designated individual is authorized to use the combination or key. Any Responsible Party who permits anyone other than the designated individual to use the combination or key will have all reservations and permits cancelled/terminated for the remainder of the season. Future reservation and permit requests may also be denied. Any issued key must be returned either prior to leaving, if checked out for a single reservation, or at the time specifically approved by the City in writing, if checked out for multiple reservations. If a key is lost or not returned within the required period of time, the key deposit will be retained by the City. If the Responsible Party desires to be issued another key to replace a lost key, another key deposit will be required.

2. *Entry Prohibited Except by Reservation.* Issuance of a combination or key does not authorize the Responsible Party to occupy the City Facility at any time other than the time reserved for the Responsible Party's use. The Responsible Party may not assign the reservation to any other person or entity. Any Responsible Party who occupies the City Facility or allows others to occupy the City Facility at any time other than during the Responsible Party's scheduled reservation will have their reservations and permits cancelled/terminated for the remainder of the season. Future requests to reserve City Facilities may also be denied.

IX. Concessions Permits

A. Description. Foods and beverages may be sold by a Responsible Party at reserved Concession Stands or permitted Temporary Snack Bars in accordance with this Policy.

1. *Concession Stands.* The Concession Stands are equipped with hot and cold running water and sinks. Generally, there are no grills or vents. A full kitchen is available only at the Concession Stand located within the Arena. Where there is a grill or kitchen, a fire extinguisher is provided.

2. *Temporary Snack Bars.* Temporary Snack Bars may be placed temporarily in an approved location within the City Parks for the purpose of selling foods or beverages.

B. Reservations/Permit Required.

1. *Open Season.* The Concession Stands may be available for reservation from Spring Opening through Fall Closing of each calendar year. The Concession Stands can only be used when a Concession Stand reservation has been obtained through the Department or subject to a lease agreement. The City and City committees will have priority in scheduling reservations.

2. *Relation to Other City Facilities.* Concession Stands may be reserved in conjunction with or separate from another reservation or permit, but a separate application and approval or lease agreement will be required (See Appendix F). Unless the Concession Stand is subject to a lease agreement, the entity reserving the adjacent athletic field or Arena has priority (after the City or a City Committee) to reserve the associated Concession Stand. In order to receive priority, the Concession Stand and adjacent athletic field (or Arena) must be reserved concurrently.

Concession Stands may be reserved for a single day or for the season. At the discretion of the City Manager, a lease agreement may be required for seasonal use.

3. *Temporary Snack Bars.* A Temporary Snack Bar will only be allowed when expressly approved by the Department in conjunction with a reservation or permit for use of a City Facility.

C. Obtaining a Permit for a Temporary Snack Bar. Temporary Snack Bar locations may be reserved only for a single use according to the reservation procedures set forth in this Policy. A Temporary Snack Bar application will be required for each use and will not be approved for seasonal use.

D. Special Considerations for Reserving Concession Stands and Temporary Snack Bar Locations.

1. *Time to Apply.* Except for Seasonal Reservations/Permits or lease agreements, reservations for Concession Stands must be made and paid in full at least two (2) weeks but not more than eleven (11) months prior to the scheduled time and date for which the Concession Stand is being reserved. Applications for Temporary Snack Bars must be received at least two (2) weeks but not more than eleven (11) months prior to the scheduled time and date of Temporary Snack Bar operation.

2. *Seasonal Reservation or Permit.*

a. Seasonal permits for Concession Stands may be available or a lease may be required at the discretion of the City Manager. Lease agreements, if required, are subject to City Council approval.

b. Seasonal concessions permits will allow the Responsible Party to provide food and beverage services immediately before, during, and after use of the adjacent athletic field or Arena.

c. Food and beverage service items may be stored within the Concession Stands between uses. However, such storage will be at the Responsible Party's own risk and may

require a lease agreement. Unless expressly allowed in writing by reservation, permit or lease agreement, all items must be removed prior to the reservation date and time of any other Concession Stand User and within two (2) days after the last reserved use of the season or notice provided by the City.

E. Equipment

3. *Outside Equipment Prohibited; Exception.* Equipment, other than pre-existing fixtures like sinks and grills will not be permitted in or near the Concession Stands, except through a lease agreement approved by the City Council.

4. *Responsibility for Power.* It is the Responsible Party's responsibility to assure that outside equipment brought in and used at a Concession Stand or Temporary Snack Bar has adequate and safe power. Any overloading or misuse of City power outlets is prohibited, and the Responsible Party will be strictly liable for damage caused to the City's electrical wiring.

5. *Strict Liability for Damage.* The Responsible Party will be strictly liable for stoppages or damage caused to City faucets or drains in Concession Stands. The Responsible Party is obligated and expected to exercise the same or greater level of care in using City Concession Stands as in his/her own homes.

F. Concessions Rules. All sales of food or beverages, and all employment terms and conditions of employees in the Concession Stands and Temporary Snack Bars shall conform with the applicable laws and regulations of the United States, State of Utah, Salt Lake Valley Health Department (SLVHD), and the City. Any person with a concessions reservation, permit or lease shall be or shall make him/herself familiar with such laws and ordinances, and shall see that the same are enforced.

1. *Submit and Display Permits.* City and SLVHD permits, business license and proof of insurance specifically for concessions must be visibly displayed at all times during which foods

or beverages are being sold/served. Copies of all required SLVHD and State food permits and tax ID shall be submitted as part of the City application process.

2. *Temporary Snack Bars.* Temporary Snack Bars must be located on hardscape areas identified by the Department and in accordance with the issued permit.

3. *Prohibited Foods and Beverages.* Sale of foods or beverages prohibited by the City or SLVHD, or which are unsafe in any way, is prohibited. Sale and consumption of beer and alcoholic beverages are prohibited, except as otherwise authorized by City Code.

4. *Lost, Stolen, Damaged Property.* The City will not be responsible for any items left in or near the Concession Stands during, between or after use. Any items left after the last reserved use or notice of required removal will become the property of the City of West Jordan. The Responsible Party will be charged the costs incurred by the City for removal of any items.

5. *Grilling.* Separate Grilling Instructions are required for anyone who will be using or providing a grill (see Appendix G).

G. Cleaning. Food and beverage service reservations and permits will be revoked, and the contract canceled, if Concession Stands, Temporary Snack Bars and their environs are not cleaned and kept in good condition. Fees are non-refundable for revoked reservations.

X. Special Event Permits

A. Policy. Individuals and groups are welcome to use City Facilities for Special Events as such events further the City's community and economic development goals and enrich community quality of life. The Events Coordinator is committed to supporting Special Events by providing necessary public services for the event and coordination with event organizers.

In order to support such events in a fair and consistent manner, maximize the safety of participants, minimize inconvenience to the general public, minimize the disruption of public services, protect and maintain the City's property, and provide for the recovery of a portion of the cost of City services necessary to support such events and exceeding the service levels generally enjoyed by City residents, Special Events will be permitted in accordance with this Policy.

B. Special Event Permit Required, Approval Authority. A Special Event Permit is required for any activity defined as a Special Event in this Policy. A Special Event will only be permitted at a City Facility if the City has issued a Special Event Permit. The person or entity desiring a permit must submit an application, fees and deposits to the Events Coordinator. The Events Coordinator will have authority to approve or deny the application; provided that the Events Coordinator may submit the request to the City Manager if deemed appropriate. If the application is approved, the Events Coordinator will issue a permit and reserve the City Facility for the requested date and time.

C. Procedures for Obtaining a Special Event Permit.

1. Application. The application (see Appendix H), Event Fact Sheet (see Appendix I), fees and deposits must be submitted to the Events Coordinator, located at West Jordan City Hall, 8000 South Redwood Road, First Floor. The application must be accompanied by a map showing the layout of the event. The Event Fact Sheet must contain detailed information regarding the Special Event. Fees and deposits will be in accordance with the Fee Schedule. The application and Event Fact Sheet may be picked up from the Events Coordinator or downloaded from the City's web site at www.wjordan.com.

2. Additional Application(s). If the Events Coordinator determines that the requested use requires additional application(s) (i.e. Concessions Permit), the Events Coordinator will notify the Applicant and coordinate with the Approval Authority for the additional application.

3. Time to Apply. The application and accompanying documents and information must be submitted to the Events Coordinator no less than 60 days prior to the event. The Applicant will be notified of approval/denial within 30 days of the Events Coordinator's receipt of the application. An application submitted less than 60 days prior to the event will be considered a late application. A late application may be accepted if the Events Coordinator determines that required and requested City services can be coordinated and provided. Additional fees may be assessed for late applications.

4. Fees, Deposits and Insurance.

a. Fee and deposit amounts will be as set forth in the Fee Schedule. City Events shall not be subject to fees and deposits.

b. All fees and deposits must be paid in full at the time of application. If the application is denied after payment is received, all paid fees and deposits will be refunded.

c. No personal checks will be accepted. Business checks may be accepted. Late applications may require a different form of payment.

d. The deposit will be as described in this Policy above.

e. The requested location of the Special Event will be reserved when the application, fees and deposits are received by the City. The reservation may be cancelled for failure to meet other requirements of this Policy, denial of the application, or any payment default including but not limited to returned check or insufficient funds. If a reservation is cancelled, but the application for the Special Event is approved, the Events Coordinator may coordinate an alternate time or an alternate City Facility location for the Special Event based on the approved application, subject to meeting other requirements.

e. If the City determines to accept a late application, or if the City coordinates an alternate time or location, there may be an additional fee assessed according to the Fee Schedule. Late applications, if accepted, may require a different form of payment.

f. ***Fees are non-refundable, unless otherwise specified in the City Code. No refunds will be made on canceled or unused reservations or other circumstances including inclement weather; provided that fees and deposits received with an application will be refunded if the application is denied. Reservations may be rescheduled without charge, depending on availability and as authorized by the Events Coordinator.***

g. If the Events Coordinator or Department determines that the Applicant will require Additional City Services, the Applicant must provide to the City a bond or other evidence of financial responsibility for payment of additional City costs. After processing the application, the Events Coordinator will provide the Applicant an estimate of the cost of anticipated Additional City Services.

h. The Applicant must certify that required insurance will be provided. The City may be able to offer a mechanism for the Applicant to purchase event specific liability insurance. The Events Coordinator will refer the event organizer to the City's Risk Manager for assistance.

D. Condition of City Facilities.

1. The Responsible Person is required to leave the City Facility clean, free of trash, garbage and damage, and in substantially the same condition as the City Facility was in prior to the reserved/permitted use. No property may be stored on site before or after the event. The City will not be responsible for any items left behind, lost or stolen.

2. The Responsible Person shall clean up the event area, and affected surrounding areas immediately after the event, and restore the area to substantially the same condition as prior to

the event. This includes, without limitation, trash and litter removal, removal of chairs, equipment, and any property not belonging to the City.

3. The Responsible Person will pay for all clean up and repair made by the City as a result of the use (normal wear and tear excepted) plus an additional daily rental fee for each day, or portion thereof, during which the City Facility cannot be occupied by others while the clean-up and repairs are being performed.

4. The Responsible Person will be financially responsible for repairs and clean-up related to the Responsible Person's event, regardless of the cause.

E. Inflatables. Inflatable toys may be allowed in conjunction with a Special Event Permit. No water is allowed. The permit for inflatable toys will be obtained through the Events Coordinator, who will coordinate with the Department. Inflatable toys will be required to be rented from a company specializing in, and carrying insurance for, inflatable toys. The company will be required to set up and remove the inflatable toys only in designated areas. The City may limit the amount of time during which the inflatable toys may remain in place during the event.

F. Vendors.

1. Each vendor must be provided with a copy of the Vendor Application in Appendix J. All Vendor Applications must be delivered to the Events Coordinator at least 30 days prior to the first scheduled date of the Special Event.

2. The City may prohibit a vendor from participating due to previous infractions of federal, state or local laws, ordinances, rules or regulations, this Policy or other applicable policy.

3. Sales or service of food or beverage shall require a permit addressed separately in this Policy.

G. Criteria for Permitting a Special Event in a City Facility.

1. *Denial of Application.* The application may be denied as set forth in section IV.C. above.

2. *Priority of Special Event Permits.* Special Event Permits will be issued on a first-come, first paid, first served basis. However, when one or more applications for a Special Event are received for the same day and location, priority will be given to:
 - a. City Events;
 - b. City-Sponsored Events;
 - c. Events planned, organized or presented by other state, federal, or local government entities;
 - d. Individuals or groups that have not had any violations or any deposit amount withheld for at least three consecutive years;
 - e. Events in which the same Applicant or sponsor has been granted the use of a particular City Facility at a particular date, time and place for more than three consecutive years.
3. The Events Coordinator may approve permits for more than one Special Event to occur simultaneously. The Events Coordinator will coordinate with the organizers of the events to ensure adequate parking and other services, and to avoid instances in which simultaneous events are incompatible, or cause unnecessary competition. In some cases, a “buffer” will be required between permitted uses and Special Events scheduled on a given day.
4. The City is committed to policies of equal opportunity, affirmative action and nondiscrimination. The City seeks to provide equal access to its programs, services and activities for people of all abilities. Reasonable prior notice is needed to arrange accommodations. The City will not grant or deny permission to use the City Facilities for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual preference, religion, ability, age, political belief or other impermissible basis.

H. Policies for General Use of a City Facility Under a Special Event Permit.

1. The Applicant must provide or reimburse the City for the provision of:
 - a. Sufficient traffic control;
 - b. Monitors for crowd control and safety;
 - c. Safety, health and sanitation equipment, services, or facilities reasonably necessary to ensure public health and safety;
 - d. Adequate off-site parking or shuttle service when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event;
 - e. An adequate first aid or emergency medical services plan; and
 - f. Insurance.
2. A Special Event may not change or expand the nature from the Special Event Permit, or the information provided in conjunction with permit issuance, without first notifying the Events Coordinator and receiving approval in writing.
3. All Special Events to be held in City Facilities must abide by the provisions of this Policy that apply to the City Facilities. Where Concession provisions of this Policy apply, the Special Event must comply.
4. No Special Event may occur during a closure, unless the hours are specifically addressed and authorized in the Special Event Permit.
5. Set up of structures and materials for Special Events must commence not more than 24 hours prior to the start of the Special Event unless otherwise expressly stated in the permit. All structures and materials must be removed no later than 24 hours after the Special Event has ended unless otherwise expressly stated in the permit. The placement of any and all temporary or quasi-permanent structures must be approved in advance. Vehicles are not permitted on the

grass, sidewalks, athletic fields, pavilions, or anywhere within the City Parks, except in the parking lots, unless otherwise expressly stated in the permit. ***Express allowances for the time and location of set up and removal may be made by the Events Coordinator and must be specifically addressed and authorized in writing in the Special Event Permit.***

6. The Responsible Person is responsible for all security, as well as obtaining and placing any barricades required by the Special Event Permit. The Responsible Person may request the City Police Department to provide security at the Responsible Person's cost, or contract with an approved security provider. This shall in no way be construed to obligate the city Police Department to provide security.

7. The Responsible Person must provide and service portable toilets and additional trash receptacles as required by the City or Salt Lake Valley Health Department. Placement of all sanitary facilities must be approved in the Special Event Permit, and must be removed within 24 hours after the Special Event.

8. If requested to do so, the Responsible Person must provide temporary flooring for booths or tents.

9. In coordination with the Events Coordinator, the Responsible Person will identify a designated free speech area within reasonable proximity to the event.

10. The Responsible Person will meet with the Events Coordinator and others deemed necessary by the Events Coordinator, no less than 14 days in advance of the event to discuss final preparations for the Special Event, compliance with this Policy, and to obtain necessary approvals.

11. The Responsible Person must provide the on-site presence of one or more authorized representatives for coordination and management purposes during the setup of the Special Event,

the Special Event, and the take down. These representatives must be available to the Events Coordinator by some form of communication (cellular phone, fixed central location, etc.) at all times during the Special Event.

12. In addition to the provisions of this Policy, all Special Events are subject to all other laws, ordinances, rules and regulations of the City, including but not limited to the City's Zoning Ordinance, rules and regulations of the State and Nation.

13. Use of the City Facility must not place the City, participants, or spectators at an unacceptable level of risk or harm, damage, or injury as determined by the City.

14. The Responsible Person shall conduct its events and activities in compliance with the City Code, including but not limited to the Noise Control Ordinance and other regulatory ordinances and shall ensure that no violations of any City ordinances occur. The Responsible Person shall at all times comply with the laws and the regulations of the United States, the State of Utah, Salt Lake County (where applicable), and the City.

I. City Services for Special Events.

1. The Responsible Person will be required to reimburse the City for Additional City Services.

2. The City will not provide any Additional City Services during a Special Event of 199 attendees or less, unless requested in writing at least thirty (30) days in advance of the event date.

3. For a Special Event where attendance is anticipated to be 200 attendees or more, the Events Coordinator will determine the number of Additional City Services that will be required, based on number of attendees, equipment, vendors, etc.

4. Traffic management may be provided by the City, at the Responsible Person's expense, if deemed necessary by the Events Coordinator as coordinated with the City's Police Department.

5. City personnel may be available on-call for Special Event services. The Responsible Person is responsible for the cost of any personnel called out.

XI. Liability and Insurance

A. Purpose. The City of West Jordan has the responsibility for taking reasonable precautions to protect the health and safety of the citizens and guests while visiting/using City Facilities. This responsibility includes reviewing Special Events to assure that they do not represent an unreasonable risk to participants, other members of the community, or City property. The City must assess any potential risks involved and under what conditions it is appropriate to hold the Special Event, and implement appropriate measures to enhance the safety of people and the security of property.

B. When Required. Insurance described in this Chapter, “Liability and Insurance” may be required for Special Events, and any reservation of a City Facility or Concession Stand.

C. Special Events, Insurance and Exceptions.

1. All Special Events will be required to provide proof of liability insurance (certificate of insurance) as required by the Events Coordinator prior to application approval. The City may be able to provide information to assist the Applicant in purchasing event specific liability insurance.
2. Request must be made to the Events Coordinator for any Special Event for which one of the following is desired: (a) modification of the limits or scope of coverage; (b) evaluation of the insurance company rating; (c) waiver of coverage requirements. The Events Coordinator will forward the request, event application and other supporting documents to the City’s Risk

Manager for consideration. The City's Risk Manager will recommend that the request be granted or denied, after analyzing the Special Event and considering the following factors:

- a. Event's history;
- b. The capacity of the organizer to execute the event as planned;
- c. Probable impact on City personnel, facilities and grounds;
- d. Probability that the number of attendees will exceed the expected number;
- e. The type and number of planned activities;
- f. The participation of vendors, sponsors and other supporters;
- g. Safety measures and plans;
- h. Security measures and plans;
- i. Number of participants and spectators;
- j. The Applicant's ability to self-insure;
- k. Any other reasonably applicable factors.

This analysis will include consultation with the Department, the City Attorney's office, the Events Coordinator, Fire Department, Police Department and other departments as deemed reasonable.

Regardless of any insurance coverage that may or may not be available, and regardless of any modification or waiver of required insurance coverage, the contract or permit will contain indemnification and hold harmless language to protect the City's interest. The City will make every attempt to enforce this clause.

D. Duration of Coverage. The Responsible Person shall procure and maintain for the duration of the reserved or permitted use, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the proposed use. The costs of such insurance shall be

borne by the Responsible Person. The Responsible Person shall provide proof of insurance to the Approval Authority at least 10 days prior to the first day of the scheduled use.

E. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:

1. General personal injury and property damage liability insurance with liability limits of not less than \$2,000,000 for each claimant and \$3,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers, agents, employees and volunteers shall be additional insured.

2. Workers compensation coverage as required by law.

3. All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which carry a Moody's rating of not less than A-.

The Responsible Person shall provide the City with copies of certificates (on the City certificate form) for all policies reflecting the coverage.

F. Deductible and Self Insured Retention. Any deductible or self-insured retention must be declared to and approved by the City. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Responsible Person shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

G. Responsible Person's Insurance Primary. For any claims related to the use of the Facility, the Responsible Person's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Responsible Person's insurance and shall not contribute with it.

H. Indemnification.

The Responsible Person shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from any and all claims arising out of the activities or omissions of the Responsible Person, its officers, agents, employees, and others, related to use of the Facility, including but not limited to the following: 1) activities in or upon the City Facility; and 2) operation of concession stands, temporary snack bars or any other sale or service of food, beverages or other products.

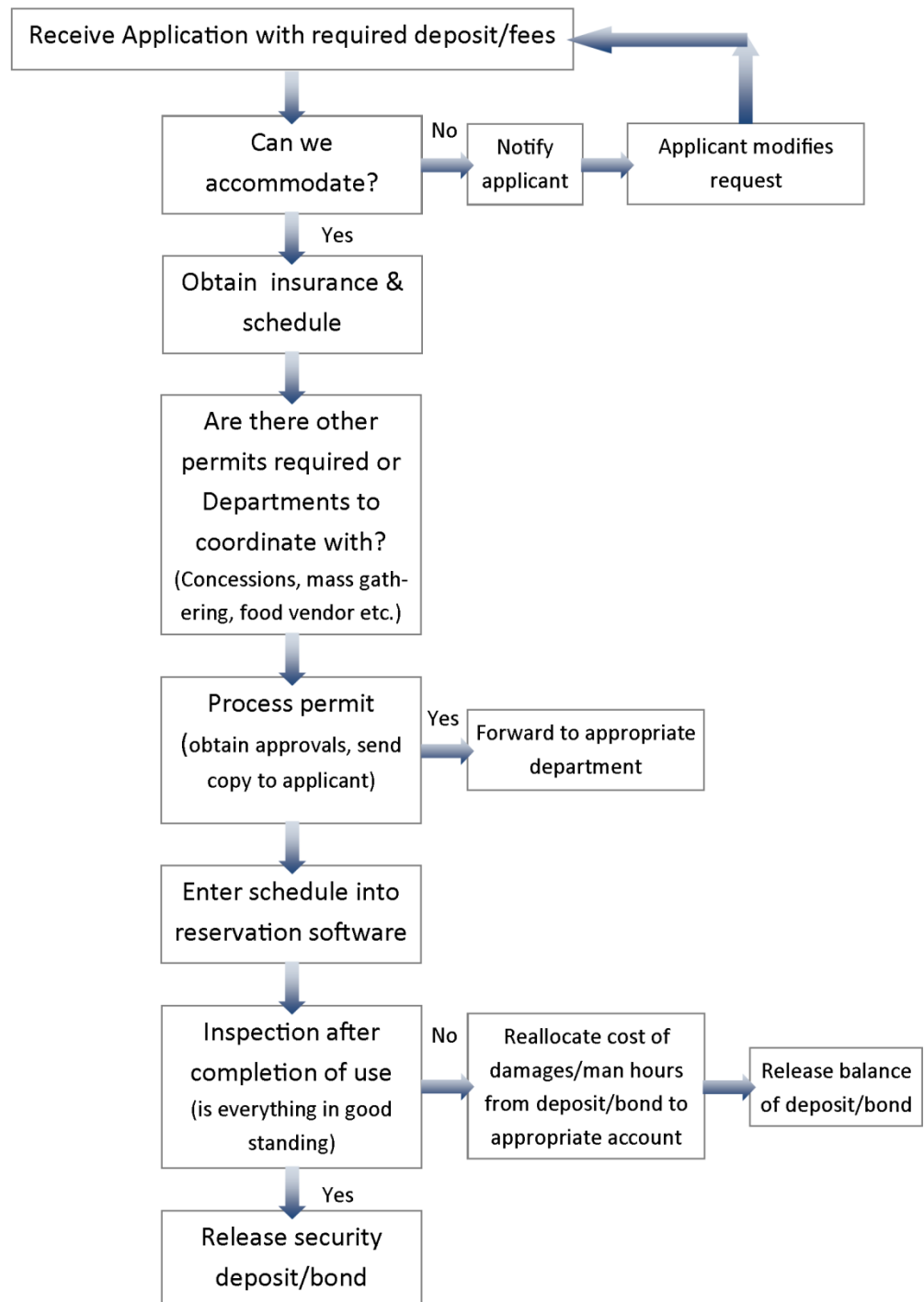
1. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount.
2. The Responsible Person shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from any and all claims involving worker's compensation and claims for injuries occurring upon or arising from the use or occupancy of the Facility. The Responsible Person shall be solely and fully responsible for the payment of such claims.
3. The Responsible Person shall indemnify and defend the City, its officers, agents and employees from any and all administrative claims and proceedings (such as alleged OSHA violations and similar proceedings) brought against the City, its officers, agents, employees or volunteers related to the Responsible Person's use or occupancy of any City Facility.
4. The Responsible Person shall be fully responsible for the training and equipping of its workers on the premises and for any failing in such training or equipment.

I. Governmental Immunity Act. The City is a governmental entity that is subject to the obligations and protections of the Utah Governmental Immunity Act. Nothing in this Policy is to be construed as a waiver of any provision(s) of that Act.



Reservation Flow Chart

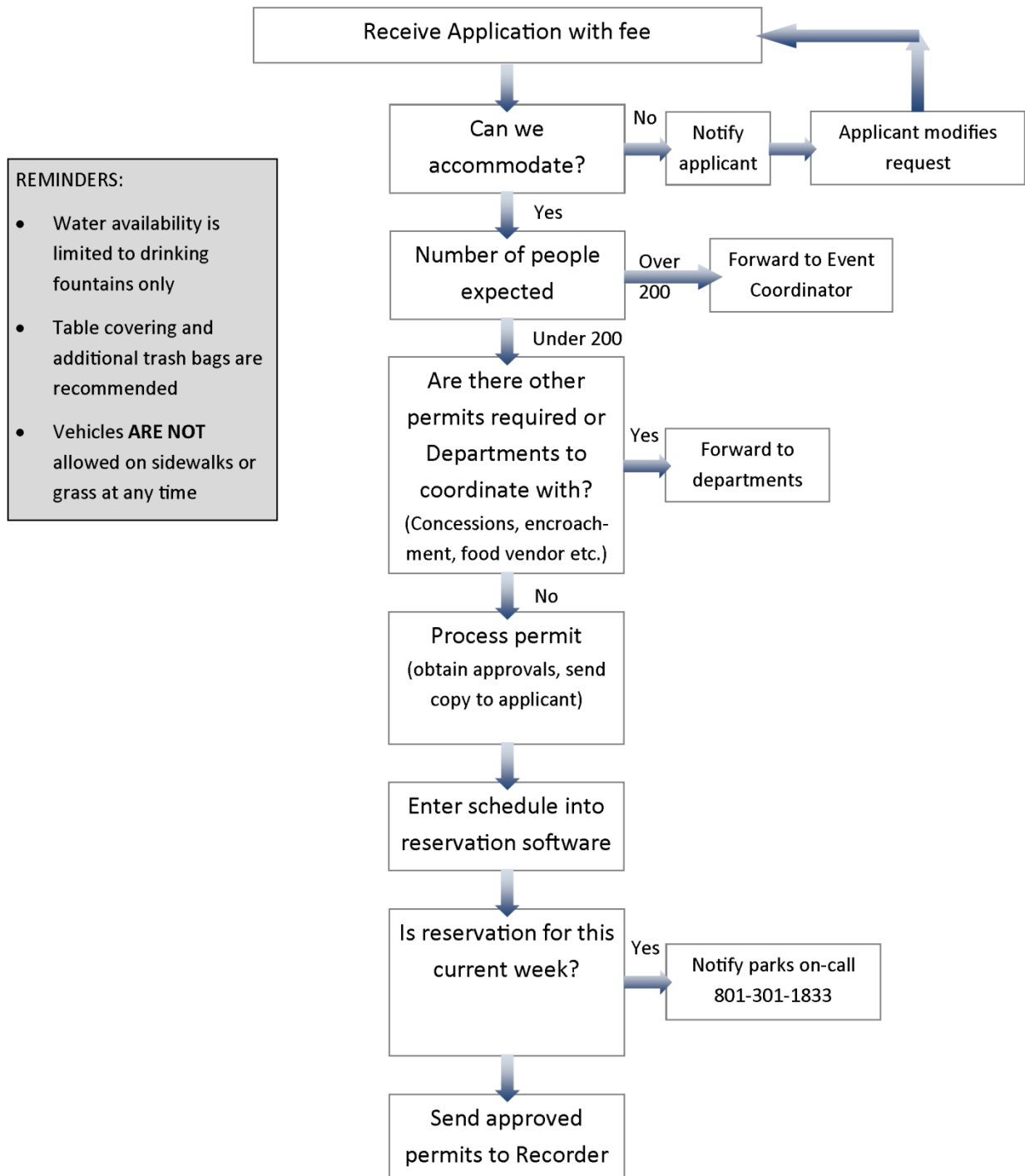
Athletic Field & Arena





Reservation Flow Chart

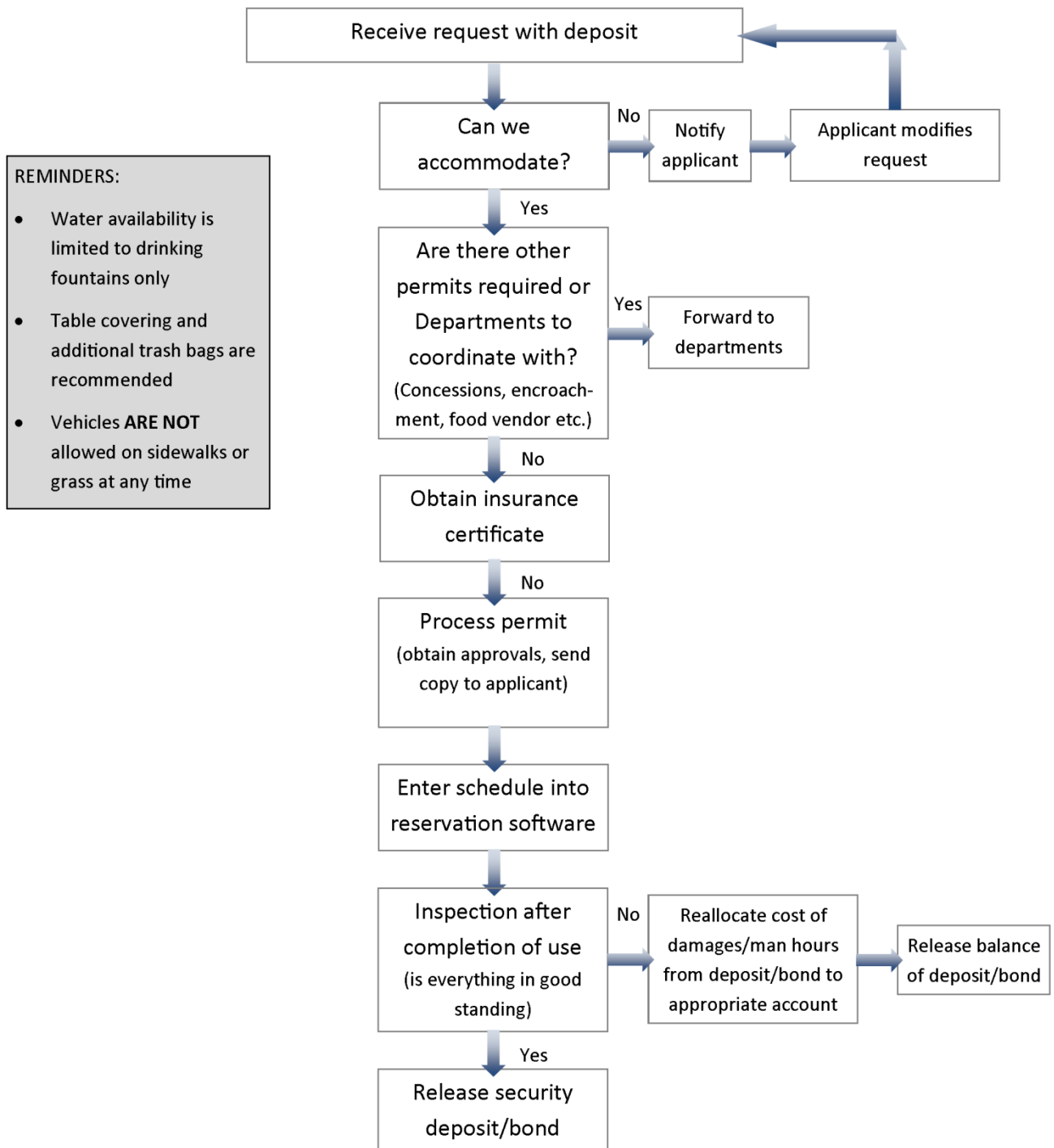
Park Pavilions





Reservation Flow Chart

Inflatables / bounce houses



APPENDIX A

CITY OF WEST JORDAN INVENTORY																		
Property	Address	Size	Pavilion / Reservable	Pavilion	Reservable Indoor Room	Bathrooms	Fountain/Water Hookup	Playgrounds	Baseball	Tennis	Softball Fields	Soccer Fields	Baseball Fields	Parking	Electricity	Concession Grills	Concession Refrigerators	Concessions/Kitchen
RESERVABLE PROPERTIES																		
City Hall Community Room	1000 S. Redwood Rd.	102			X	X	X							X	X			
City Hall Room 331	1000 S. Redwood Rd.	15			X	X	X							X	X			
City Hall Council Chambers	1000 S. Redwood Rd.	126			X	X	X							X	X			
Judicial Center Community Room	1040 S. Redwood Rd.	164			X	X	X							X	X			
Schott Gallery	1000 S. Redwood Rd.	50			X	X	X							X	X			
Sugar Factory Playhouse	1040 S. Redwood Rd.	260			X	X	X							X	X			
West Jordan Arena	1005 S. 2100 W.	4800			X	X	X							X	X	X	X	X
PARKS/FACILITIES AMENITIES																		
Amenities																		
Elcristenial	7000 S. 1090 W.	1.55		X				X										
Bridle Creek	7400 S. Grady Way	3.86																
Bridgdon	9000 S. 1400 W.	2.3		X				X										
Browns Meadow	9160 S. 2400 W.	5.2		X		X	X	X	X						X			
Cornelot	7230 S. 1875 W.	2.10		X				X										
Colonial	6890 S. 2540 W.	2.62		X				X	X					x Minimal				
Constitution	7000W. 3200 W.	12.58	X			X	X	X	X					x Minimal	X			X
Countryside Square	6570 S. 3740 W.	1						X										
Cree Valley	6420 W. 3620 W.	3.74		X				X						X				
Dora Lee	8615 S. 4400 W.	3		X			X	X										
Handcart	8630 S. 2850 W.	1.2		X				X										
Harvest Estates	8635 S. 2100 W.	2.95		X			X	X										
Jordan Meadows	7400 S. 2200 W.	4.21		X				X	X									
Lindsey Estates	8000 S. 3150 W.	1.25		X				X										
McHeather	8940 S. 1440 W.	1.57		X				X	X									
Meadow Green	8400 W. 3020 S.	2.5		X				X										
Noble Heights	7910 S. 3700 W.	0.6		X				X										
Oaks Park	8500 S. 6700 W.	4.37		X			X	X	X									
Park Village	7630 S. 4600 W.	5.2		X				X										
Plum Creek	8200 S. 1500 W.	3.9		X			X	X										
Pocket Park	7800 S. 2200 W.	0.3																
Rail Road	8410 S. 4500 W.	7.3						X										
Ranches Commons	7950 S. 5100 W.	1.8						X										
Box Wood Complex	6000 W. New Brighton	93.05		X		X	X	X						X	X			X
Senior Housing Park	5200 W. Sugar Factory	1.76						X										
Shadow Mountain	7860 S. 5000 W.	6.9		X				X										
Sienna Vista	7000 S. 9000 W.	5.6																
Soccer Phase 1	7670 S. 4000 W.	28	X			X	X	X						X	X		X	X
Soccer Phase 2	8070 S. 4000 W.	80	X			X	X	X						X	X		X	X
Stone Creek	4660 W. 3030 S.	6.1		X				X	X					x Minimal				
Sunset	4800 W. New Brighton	2.2		X				X										
Teton Estates	9180 S. 4170 W.	12		X				X						x Minimal				
Veterans Memorial	8000 S. 2100 W.	91.5	X			X	X	X	X					X	X		X	X
Vista West	9120 S. 3720 W.	3.5		X				X										
West Jordan A	7530 S. 5100 W.	1.4																
West Jordan B	7530 S. 5100 W.	1																
West Jordan C	8180 S. 5170 W.	0.7																

APPENDIX B – RESERVATION FORMS



ATHLETIC FIELD USE PERMIT

City of West Jordan

8000 S. Redwood Rd,
West Jordan, Utah 84088
(801) 569-5119 Fax: (801) 565-8978
Email: julieb@wjordan.com

ORGANIZATION						
Applicant/Permit Holder			Type of Business: Corporation LLC N.P.O Other			
Address, City, State, Zip						
Phone		Cell *Texting allowed Y / N		E-mail		
DESIGNATED REPRESENTATIVE						
(Last)			(First)			
Address, City, State, Zip						
Phone		*Texting allowed Y / N		E-mail		
ALTERNATE REPRESENTATIVE						
(Last)			(First)			
Phone		*Texting allowed Y / N		E-mail		
LOCATION						
Soccer Complex Phase I, 7876 S. 4000 West			A B C D E (Soccer only)			
Soccer Complex Phase II, 8070 S. 4000 West			F G H I J K L M N X O P Q R S T (Soccer only)			
Veterans Memorial Park, 1985 W. 7800 South			1 2 3 4 5 6 (Baseball / Softball)			
Ron Wood Baseball Complex, 6000 W. New Bingham Highway			1 2 3 4 5 (Baseball / Softball)			
Constitution Park, 7000 S. 3200 West			1 2 3 (Football)			
Type of activity:			Total number of games:		Game duration:	
Is activity reoccurring? YES NO			Start Date:		End Date:	
Qty. of fields	Dates	Days	From (time)	To (time)	Hours per day	Total hours/field/day
		Monday(s)				
		Tuesday(s)				
		Wednesday(s)				
		Thursday(s)				
		Friday(s)				
		Saturday(s)				
		Sunday(s)				
No. of participants:		No. of Teams:		Total hours of reserved time:		
APPLICABLE FEES (Fees are per hour per field)						AMOUNT
Security Deposit		\$500.00 League		\$ 2,500 Tournament		
Resident		(Youth) Baseball \$3.00/hr - Football \$4.00/hr - Soccer \$5.00/hr			\$15.00 per hour (Adult)	
Non-Resident		\$30 per hour (Youth)		\$30.00 per hour (Adult)		
Tournament		\$20 per hour per field		+ \$400 per day if over 5 fields		
Lighting		\$55.00 per hour with 2 hour minimum				
TOTAL FEES						
<p>"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."</p>						
Signature:		Print Name:			Date:	
Admin Signature:		Print Name:			Date:	



PARK USE APPLICATION / PERMIT

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Fax (801) 569-5709
Parks On-Call (801) 301-1833

Applicant/Permit Holder (Organization)		Type of Business: Corporation LLC Other	
Address, City, State, Zip			
Phone		E-mail	
Check all that apply		Check all that apply	
Cost resident / non resident			
Veterans Memorial Park, 1985 W. 7800 South	Large Pavilion (near large playground) Groups under 200 people	\$70	\$140*
	Large Pavilion (near large playground) Groups over 200 people**	\$150	\$300*
	Small Pavilion (near 2200 West) Groups under 200 people	\$50	\$100*
	Small Pavilion (near 2200 West) Groups over 200 people**	\$100	\$200*
Constitution Park, 7000 S. 3200 West	South Pavilion (near playground) Groups under 200 people	\$50	\$125*
	South Pavilion (near playground) Groups over 200 people**	\$50	\$125*
	North Pavilion (near tennis court) Groups under 200 people	\$50	\$125*
	North Pavilion (near tennis court) Groups over 200 people**	\$50	\$125*
**Groups Over 200 People	Resident: Setup/Cleanup deposit \$500		
	Non Resident: Setup/Cleanup \$150 minimum plus a \$500 deposit		
Sport Field Rental <u>not</u> League Play		\$50 per field / half day	
Reservation Date	9:00 a.m.—2:00 p.m. (Fee is for one time frame only)		
	3:30 p.m.—8:30 p.m. (Fee is for one time frame only)		
Estimated Attendance	** Extra fees apply for groups over 200—see above		
Will BBQ's or grills be used on-site? (please explain)			
Please print how reservation board should read			
Park Use Policy Reminders:			
<ul style="list-style-type: none"> Water availability is limited and must be prearranged with Public Works Table coverings and additional trash bags are recommended Vehicles ARE NOT allowed on sidewalks <u>or</u> grass AT ANY TIME—NO EXCEPTIONS! Violators will be fined Inflatable toys, rides or games are NOT allowed in city parks without an additional special event permit 			

"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."

Signature:	Print Name:	Date:
Parks Signature:	Receipt #	Date:

APPENDIX C – RULES OF CONDUCT

1. Abide by the time reserved for your use. Remember that others may be scheduled before and after your reservation.
2. Neighborhood park fields designed for youth play may not be used by adult leagues or teams.
3. The soliciting or sale of merchandise, raffle tickets, or services is not allowed without prior approval, subject to current City ordinance.
4. The sale of food and beverages must be approved by the City, according to the City of West Jordan Facility Use Policy.
5. A responsible adult must be present at all times.
6. Glass containers are prohibited on and around City Parks or City Parks Amenities.
7. Inappropriate or indecent conduct, harassment or language is prohibited.
8. Permit Holder, Permit Holder Parties, invitees, attendees and participants shall not engage in any of the following: mowing grass; fertilizing; adjusting or shutting off any sprinklers or sprinkler control clocks; changing lighting times or controls; removing sod; relocating or removing any structure; changing field dimension or placement of fields; moving sand to the fields from “tot lot” children’s play areas.
9. NO alcoholic beverages are allowed in any City Facility. Violators are subject to citations and may lose the privilege to reserve City Facilities in the future. The Permit Holder is responsible for the Permit Holder, Permit Holder Parties and all invitees, attendees and participants.
10. NO fireworks, fires or charcoal or gas grills of any kind are allowed in City Facilities unless expressly authorized, in writing, in this permit.

APPENDIX D



ARENA USE APPLICATION / PERMIT

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Fax (801) 569-5709
Parks On-Call (801) 301-1833

Applicant/Permit Holder (Organization)	Type of Business:	Corporation	LLC	Other
Address, City, State, Zip				
Phone		E-mail		
Designated Representative: (Last)		(First)		
Alternate Representative: (Last)		(First)		
Address, City, State, Zip				
Phone:		E-mail		

Security Deposit	\$500/clubs; \$500/events per arena; and \$500/concessions stand	\$500
Lighting	\$55 per hour. Two hour minimum.	
Riding Clubs (West Jordan Youth Clubs receive 50% off)	\$600 Main arena with a maximum usage of 28 sessions Additional sessions: Main Arena \$25 \$450 Practice arena with a maximum usage of 28 sessions Additional sessions: Practice Arena \$15	
Nonprofit Riding Club (West Jordan Youth Clubs receive 50% off)	\$300 Main arena with a maximum usage of 28 sessions Additional sessions: Main Arena \$20 \$225 Practice arena with a maximum usage of 28 sessions Additional sessions: Practice Arena \$15	
Special Event (West Jordan Youth Clubs receive 50% off)	\$400 per 8 hour period main arena \$300 per 8 hour period practice arena Ticketed events, fee per ticket (in addition to rental fee) \$1.50	
Concession Stand	\$500 per 8 hour period	
Misc. Arena Rental Fee (West Jordan Youth Clubs receive 50% off)	\$65 per hour. Two hour minimum.	
GRAND TOTAL DUE		\$

Reservation Date(s)	Start Time:	End Time:
	Estimated Attendance:	
Will food be served or prepared on-site? (please explain)		
Please print how reservation board should read		

"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."

Signature:	Print Name:	Date:
Facilities Signature:	Jim Riding, Facility Manager	Date:

APPENDIX E – SERVICE IN LIEU OF FEES

Lessee may be authorized by the City to perform services in lieu of cash payment, only if the following requirements are met:

- The services are to be performed by a civic volunteer, as defined by the City, who is not an employee or volunteer of the City for purposes of performing the services.
- The Lessee is obligated to inform the civic volunteer that he/she is not insured by the City for workers compensation or liability purposes and that the civic volunteer may be required to sign the release included in this Appendix.
- The Lessee is expected to provide all equipment, but under some circumstances use of City equipment may be approved by the Public Works Department, provided that: (a) the equipment is used only for the services being performed in lieu of fees; (b) the Public Works Department verifies that the civic volunteer is licensed, trained and qualified to operate and use said equipment; (c) the Public Works Department, in its sole discretion, is satisfied that the civic volunteer is qualified to perform the services; and (d) the civic volunteer executes a release in a form acceptable to the City Attorney.

APPENDIX F



CONCESSION PERMIT APPLICATION

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Parks On-Call (801) 301-1833

Organization Name:	Applicant/Permit Holder (Organization)		Type of Business:		Corporation	LLC	Other
	Address, City, State, Zip						
	Phone			E-mail			
	Designated Representative: (Last)			(First)			
	Alternate Representative: (Last)			(First)			
	Phone:			E-mail			
	West Jordan Business License #			Federal Tax ID #			
	Location						
	Soccer Complex Phase I, 7876 S. 4000 West (\$200 / day, 800 short season, \$2500 long season)			Ron Wood Park, 5900 W. New Bingham Hwy (\$200 / day, 800 short season, \$2500 long season)			
	Veterans Memorial Park, 1985 W. 7800 South (\$200 / day, 800 short season, \$2500 long season)			Constitution Park, 7000 S. 3200 West (\$200 / day, 800 short season, \$2500 long season)			
West Jordan Arena, 8035 S, 2200 West (\$500 / 8 hrs)							
Expiration Date:	Is activity reoccurring?		YES	NO	If YES: Start Date:		End Date:
					From		To
	Monday						
	Tuesday						
	Wednesday						
	Thursday						
	Friday						
	Saturday						
	Sunday						
	Date(s) of activity if not reoccurring:						
Issue Date:	Policy Reminders: <ul style="list-style-type: none"> Water availability is limited and must be prearranged with Public Works. Table coverings and additional trash bags are recommended. Vehicles ARE NOT allowed on sidewalks <u>or</u> grass AT ANY TIME—NO EXCEPTIONS! Applicants are responsible for their own trash and clean up of the facility and surrounding area. 						
	"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."						
	Signature:		Print Name:			Date:	
Parks Signature:		Name / Title			Date:		

APPENDIX G

OPEN BURNING/GRILLING

All guidelines of the 2006 International fire Code must be followed.

Guideline Summary:

- Fires in approved containers must be at least 15 feet from any structure. Charcoal and LP gas Barbeques are considered approved containers.
- Containers must be a minimum of 25 feet from any structure if the pile size is 3 feet or less in diameter and 2 feet or less in height.
- Each approved container must have a minimum of one portable fire extinguisher with a minimum 4-A rating.
- Bonfires are not allowed on city property.
- Fires must be attended at ALL times.

2006 International Fire Code:

SECTION 307

Open Burning and Recreational Fires

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with this section.

307.1.1 Prohibited open burning. Open burning that is offensive or objectionable because of smoke or odor emission or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silviculture or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.2.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

307.3 Extinguishment authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

307.4 Location. The location for open burning shall not be less than 50 feet from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.

Exceptions:

1. Fires in approved containers that are not less than 15 feet from a structure.

2. The minimum required distance from a structure shall be 25 feet where the pile size is 3 feet or less in diameter and 2 feet or less in height.

APPENDIX H



SPECIAL EVENT PERMIT APPLICATION

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Parks On-Call (801) 301-1833

Organization Name:	Applicant/Permit Holder (Organization)		Type of Business:		Corporation	LLC	Other
	Address, City, State, Zip						
	Phone			E-mail			
	Designated Representative: (Last) (First)						
Expiration Date:	Alternate Representative: (Last) (First)						
	Address, City, State, Zip						
	Phone:			E-mail			
	Date(s) of Event				Estimated Attendance		
Issue Date:	Event Time (Start/End)				# of Non Food Vendors		
	Set Up (Start/End)				# of Food Vendors		
	Clean Up (Start/End)				# of Inflatables/Rides		
	Will you have amplified sound? YES / NO If yes, Please describe:						
	Will the event have temporary structures (canopy tents etc)? YES / NO If yes, please describe:						
	Is this event open to the public? YES / NO						
	Location (check one)						
	Soccer Complex Phase I, 7876 S. 4000 West		Soccer Complex Phase II, 8070 S. 4000 West				
	Veterans Memorial Park, 1985 W. 7800 South		Ron Wood Park,				
	Constitution Park, 7000 S. 3200 West		Other:				
Park Use Policy Reminders: <ul style="list-style-type: none"> Water availability is limited and must be prearranged with Public Works Table coverings and additional trash bags are recommended Vehicles ARE NOT allowed on sidewalks <u>or</u> grass AT ANY TIME—NO EXCEPTIONS! 							
"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."							
Signature:	Signature:		Print Name:			Date:	
	Admin Signature:		Julie Brown, Events Coordinator			Date:	
	Department Signature:		Name/Title			Date:	



SPECIAL EVENT FACT SHEET

to accompany a special event application

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Parks On-Call (801) 301-1833

Organization Name:	Applicant/Permit Holder (Organization)		Type of Business: Corporation LLC Other	
	Name of Event:			
	Event Day Contact (onsite facilitator):		Cell Phone:	
	Date(s) of Event		Estimated Attendance	
	Event Time (Start/End)		Set Up (Start/End)	
	Clean Up (Start/End)			
	VENDOR INFORMATION			
	Vendor Name	Contact Phone	Product in Booth	
Expiration Date:	SUBMIT A SEPARATE SHEET IF YOU HAVE MORE BOOTHS			
	Location (check one)			
	Soccer Complex Phase I, 7876 S. 4000 West		Soccer Complex Phase II, 8070 S. 4000 West	
	Veterans Memorial Park, 1985 W. 7800 South		Ron Wood Park,	
	Constitution Park, 7000 S. 3200 West		Other:	
	Policy Reminders: <ul style="list-style-type: none"> Water availability is limited and must be prearranged with Public Works Table coverings and additional trash bags are recommended Vehicles ARE NOT allowed on sidewalks <u>or</u> grass AT ANY TIME—NO EXCEPTIONS! All Vendors are required to bag their own trash and put in dumpster or cans Canopies or other structures must be compliant with fire code and inspected by the West Jordan Fire Department The City of West Jordan is not responsible for any lost, stolen or misplaced items Items left past the clean up period will be considered abandoned and thrown away 			
	"By my signature below, I certify that I am authorized to sign as an agent of the Applicant / Permit Holder, which Applicant / Permit Holder shall be bound by the terms of this Permit. I further certify that I have read and accept the Permit Terms and Conditions and the West Jordan Facility Use Policy, and the Applicant / Permit Holder hereby agrees to comply with the same and all applicable federal, state and local laws, ordinances, rules and regulations. Applicant / Permit Holder further agrees to pay all required fees, deposits, and costs, including but not limited to, the actual cost of Additional City Services as defined in the West Jordan Facility Use Policy. This Permit is only valid for the purposes expressly set forth herein and is not valid until executed by the City of West Jordan."			
	Signature:		Print Name:	Date:

APPENDIX I – City of West Jordan Uniform Fee Schedule pages 9-11

<http://www.wjordan.com/Files/Finance/Fee%20Schedule%20Approved%20July%202011,%202012.pdf>

USE OF CITY PROPERTY FEE SCHEDULE

XIX.	City Cemetery:	Fee:
	Cemetery Lot Sale	Resident \$570 Non-Resident \$710
	Interment Service	\$455 per interment + \$75 fixed if service starts after 1:30 pm on weekdays \$455 per interment + \$200 fixed on weekends or holidays
	Infant Interment Service	\$255 per interment
	Cremation	\$165 per cremation
	Disinterment Service	\$650
	Cemetery Certificate Replace / Transfer	\$10 each
	Perpetual Care	\$220 per lot
XX.	Park Reservations / Rodeo Arena / Sports Fields / City Buildings:	Fee:
	Regional Parks - Residents:	
	Reservation - (5 hour period)	Large Pavilion Small Pavilion
		Groups under 200 \$70 \$50
		Groups over 200 \$150 \$100
	Setup/Cleanup Deposit	Groups over 200 \$500 surety deposit
	Sports Field Rental	\$50 / field / half day

Regional Parks - Non-Residents		
Reservation (5 hour period)	<div>Large Pavilion</div> Groups under 200 \$140 Groups over 200 \$300	<div>Small Pavilion</div> \$100 \$200
Setup/Cleanup	\$25/hr per worker with 2 hr. min	
Field Rental	Groups over 200 \$150 min. plus a \$500 surety deposit	\$250 / field / day
Rodeo Arena		
Lighting		\$55/hr with a 2 hr min.
Riding Clubs (Season is Apr. 1 - Oct. 20) (West Jordan youth groups - 50% off)	<div>Main Arena - Per Season</div> \$600 up to 28 sessions Additional session - \$25 each	<div>Practice Arena - Per Season</div> \$450 up to 28 sessions Additional session - \$15 each
Riding Clubs - Non-profit (Season is Apr. 1 - Oct. 20) (West Jordan youth groups - 50% off)	<div>Main Arena - Per Season</div> \$300 up to 28 sessions Additional session - \$20 each	<div>Practice Arena - Per Season</div> \$225 up to 28 sessions Additional session - \$10 each
Special Events (West Jordan youth groups - 50% off)	<div>Main Arena - Per 8 hrs</div> \$400 Ticketed events, fee per ticket (in add'n to rental fee) \$1.50	<div>Practice Arena - Per 8 hrs</div> \$300
Tractor with Driver		\$50/hr
Security Deposit (Refundable)		\$500 per event per arena
Concessions		\$500 per concession stand
Misc. Arena Rental Fee (West Jordan youth groups - 50% off)		\$65/hr with a 2 hr min.
Resident League and ALL Tournament Fees		
Sports Field RentalLeague Sports	Resident Adult: \$15 per hour per field *(Adult and younger groups (per hour per field): Baseball \$3.00, Football \$4.00: Soccer: \$5.00 (Soccer Fields by reservation only)	Resident Youth (18 years of age and younger) groups (per hour per field): Baseball \$3.00, Football \$4.00: Soccer: \$5.00 (Soccer Fields by reservation only)
Sports Field Rental Tournament Sports (resident and non-resident tournaments)		\$20.00 per hour per field + \$400 per day if over five fields
League Security Deposit (Refundable)		\$500 per season
Tournament Security Deposit when five or more fields are utilized (Refundable)		\$2,500 per tournament
Additional Services requested beyond routine maintenance (to be scheduled as staffing permits)		Rental party to be invoiced for "time and materials"
Lighting		\$55/hr with a 2 hr min.
Snack Bar - Leagues	Full Season (3 Month i.e.. Soccer/Baseball) \$2,500 Short Season (Football) \$800	
Snack Bar - Special Events	(Weekend Tournament) \$200/day	
League - Non-Resident		
Sports Field Rental League Sports		\$30.00 per hour per field
Sports Field Rental Tournament Sports		\$20.00 per hour per field + \$400 per day if over five fields
League Security Deposit (Refundable)		\$500 per season
Additional Services requested beyond routine maintenance (to be scheduled as staffing permits)		Rental party to be invoiced for "time and materials"
Lighting		\$55/hr with a 2 hr min.
Snack Bar - Leagues	Full Season (3 Month i.e.. Soccer/Baseball) \$2,500 Short Season (Football) \$800	
Snack Bar - Special Events	(Weekend Tournament) \$200/day	
Neighborhood Park Reservation		No charge
Special Event Services	No charge for City sponsored or City endorsed events Other events will be charged the full cost for each City service	

City Facility Buildings, and Room Renta		
Security Deposit all locations	Resident	\$120 Refundable if no damage and nothing missing
	Non-Resident	\$160 Refundable if no damage and nothing missing
Room 331 - maximum occupancy 13		
Observatory - maximum occupancy 15		
Schorr Gallery - maximum occupancy 19		
Resident:		
Weekdays 8 am - 5 pm (minimum 2 hours)		\$25 per hour (limited availability)
Weekdays after 5 pm (minimum 2 hours)		\$45 per hour
Saturday, Sunday, Holiday (minimum 2 hours)		\$45 per hour
Non-Resident:		
Weekdays 8 am - 5 pm (minimum 2 hours)		\$45 per hour (limited availability)
Weekdays after 5 pm (minimum 2 hours)		\$65 per hour
Saturday, Sunday, Holiday (minimum 2 hours)		\$65 per hour
City Hall Community Room - maximum occupancy 102		
City Council Chambers - maximum occupancy 126		
Justice Center Community Room - maximum occupancy 164		
Resident:		
Weekdays 8 am - 5 pm (minimum 2 hours)		\$50 per hour (limited availability)
Weekdays after 5 pm (minimum 2 hours)		\$90 per hour
Saturday, Sunday, Holiday (minimum 2 hours)		\$90 per hour
Non-Resident:		
Weekdays 8 am - 5 pm (minimum 2 hours)		\$80 per hour (limited availability)
Weekdays after 5 pm (minimum 2 hours)		\$120 per hour
Saturday, Sunday, Holiday (minimum 2 hours)		\$120 per hour
Pioneer Hall - maximum occupancy 118		
Resident:		
Daily 1/2 day 8 am - 2 pm		\$150
Daily 1/2 day 2 pm - 12 am		\$200
Daily fullday 8 am - 12 am		\$350
Non-Resident:		
Daily 1/2 day 8 am - 2 pm		\$180
Daily 1/2 day 2 pm - 12 am		\$230
Daily fullday 8 am - 12 am		\$380

APPENDIX J



VENDOR APPLICATION

City of West Jordan

8000 South Redwood Road

West Jordan, Utah 84088

(801) 569-5100

Fax (801) 565-8978

Every vendor is responsible for his/her own trash clean-up. City employees working throughout the park are not responsible for your booth debris and/or items. **THERE IS NO DRIVING ON SIDE-WALKS OR GRASS ALLOWED.** Police officers and city employees will be enforcing these restrictions. The City is not responsible for any lost or stolen property.

Booth Type: ☐ Food ☐ Commercial ☐ Nonprofit ☐ Art/Craft

Event Name: _____ Event Date: _____

Type of Products: _____

Company/Booth Name: _____

Responsible Person: _____ Title: _____

Email: _____ Phone: _____

Mailing Address: _____

City/State: _____ Zip: _____

I hereby verify that I have received from the event contact and read, and understand the City of West Jordan Facility Use policy. I agree that I will comply with all event regulations and I will inform other operators present in my booth of such regulations. I understand and agree that the relationship of the City and the event shall be that of independent contractor(s) and in no event shall I or any other operator be considered an officer, agent, servant or employee of the City. I shall be solely responsible for participation in the event and I understand and agree the City of West Jordan is not responsible for stolen property, injuries, liability claims or action arising out of my participation in this event, and I hereby release the City from such liability and claims.

Print Name: _____ Date: _____

Signature: _____ Title: _____