

City of West Jordan Facility Use Policy

I. Mission Statement and Applicability

The City of West Jordan desires to develop and maintain quality parks, parks amenities and other facilities to provide excellent recreational opportunities, inviting community gathering places, and aesthetically pleasing green spaces. Use of City parks, parks amenities 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 open to the public or 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, permits 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 public, reserved and permitted uses of City parks, athletic fields, pavilions, concession stands, the City arena and other 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.
- C. “Approval Authority” means the City employee or department with authority to approve or deny an application per the terms of this Policy.
- D. “Basic City Services” means those services determined by the City to be necessary to protect the public health, safety and welfare of the users of City Facilities for uses that are not Special Events, as defined in this Policy.
- E. “City” means the City of West Jordan.
- F. “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.
- G. “City Sponsored Event” means an event where the City’s involvement is limited to lending of the City’s name or financial support.

- H. “City Parks” means those facilities identified as City Parks in Section III., “Facilities Inventory” of this Policy and their environs, including but not limited to traveled ways, sidewalks, parking lots, restrooms, and tot lots.
- I. “City Parks Amenities” means those facilities identified as City Parks Amenities in Section III., “Facilities Inventory” of this Policy.
- J. “Concession Stand” means a permanent structure, located within the City Parks, which may be reserved, through the Department, to be used for the sale or service of concessions (i.e. food or beverages).
- K. “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.
- L. “Events Coordinator” means the City employee designated by the City Manager as the employee responsible for coordinating events in the City.
- M. “Facilities” include City Parks, areas within City Parks, City Parks Amenities, Concession Stands, Arena and City Buildings.
- N. “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. City Events shall not be subject to fees or deposits.
- O. “Lessee” means a person or entity who has an approved reservation for any Facility or who receives a permit from the City pursuant to this Policy.
- P. “Policy” means this City of West Jordan Facility Use Policy.
- Q. “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; (5) a City Building will be used; or (6) a fee will be charged for admission or participation.

- R. “Streets and Sidewalks” means public rights-of-way within the corporate boundaries of the City that are not located within City Parks.
- S. “Temporary Snack Bar” means a temporary area, located within the City Parks, approved by the City to be used for the sale or service of concessions (i.e. food or beverages).
- T. “User” or “Visitor” means any person who is present in a Facility, whether by reservation, permit or otherwise.

III. Facilities Inventory

- A. City Parks. City Parks (also “City Park”) 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, including but not limited to the following: (i) tot lots; (ii) parking lots and traveled ways; and (iii) restrooms. Identified plazas, similar outdoor open areas, and unimproved open space will not be considered as included in the City Parks.
- B. City Parks Amenities. The following amenities are located within the City Parks and are also subject to this Policy: (i) athletic fields and courts; (ii) pavilions and picnic areas. Collectively, these amenities are referred to in this Policy as the City Parks Amenities; each may be individually referred to as a City Parks Amenity.
- C. Concession Stands. Concession Stands are located within some City Parks. Concession stands are addressed separately in this Policy.
- D. Arena. The City Arena is not a City Park for purposes of this Policy.
- E. Open Space. City owned unimproved open space is not a City Park for purposes of this Policy.
- F. City Buildings. For purposes of this Policy, City Buildings are the Justice Center, Sugar Factory and City Hall (including Council Chambers, Schorr Gallery, Community Room, Room 331, Observatory). Restroom facilities and Concession Stands located within the City Parks are not considered to be City Buildings for purposes of this Policy.
- G. Streets and Sidewalks. Traveled ways, parking lots and sidewalks located within City Parks are included as City Parks for purposes of this Policy. All other Streets and Sidewalks are not addressed in this Policy.
- H. Public, Reserved and Permitted Uses. The City will assume no responsibility for loss, cost, and/or expenses arising from the use of any City Facilities. Where a reservation or permit is

obtained from the City, responsibility for damage, loss and all liability will rest with the individual or organization that obtains the reservation/permit.

IV. Public Use of City Parks and City Parks Amenities

A. Open Hours. City Parks and the City Parks Amenities are open for public enjoyment from April 1 through October 20 of each calendar year, between 6:00 a.m. and 10:00 p.m. daily; with the exception of Veterans Memorial Park, which is open from 6:00 a.m. to 11:00 p.m. daily.

B. Closures.

1. *Off-Season.* During the seasonal closure from October 20 through April 1, the Department provides limited service to the City Parks and City Parks Amenities. For instance, restrooms are closed, water is shut off, trash is not removed daily, there is no snow removal from parking lots, traveled ways or sidewalks, and City Parks are not cleaned as often as during the open season.

2. *Open Season.* At the sole discretion of the Department, any City Park, City Parks Amenity, or any area within the City Parks may be closed to the public during open hours for any reason for the convenience of the Department. Reasons for closures may include, but are not limited to, safety, preservation of landscaping, protection of athletic field conditions, construction, and performance of maintenance/repair work. The Department will attempt to contact, or provide contact information to, persons with reservations that are affected by such closures. Any Lessee playing on fields which have been closed by the Department for any reason will have their contract and reservations canceled/terminated for the remainder of the season, and the Lessee will be charged a fee to mitigate any damage done to any playing surface or landscaping.

3. *Entry Prohibited.* No person or persons are allowed in City Parks after designated open hours or during any closure, except during hours expressly included in a permit issued by the City.

C. Public Use Subject to Reservations. When a City Parks Amenity, City Park, or any area within the City Parks is reserved, it will not be open to the public during the reserved time. Any person who has reserved a City Parks Amenity, City Park, or area of a City Park may exclude the public from the reserved area and may request assistance from the Department in doing so. The area will be considered reserved if an approved reservation has been obtained from the Department by the User or by the Events Coordinator in conjunction with an approved Special Event.

D. Reservations Available.

1. Some City Parks, areas within City Parks and City Parks Amenities (such as athletic fields and pavilions) may be reserved through the Department during the open hours. See Appendix A for the inventory of available City Parks and City Parks Amenities.
2. Parking lots, traveled ways, tot lots and restrooms within City Parks are not available for reservation.
3. Concession Stands may be available for reservation during the open hours of City Parks. If a Concession Stand is reserved in conjunction with reservation of a City Park or City Parks Amenity, the Concession Stands requirements of this Policy still apply.
4. The City and City committees have priority for reservations for City Events.

E. Plazas, Unimproved Open Space, Streets and Sidewalks. Use of plazas, unimproved open space, Streets and Sidewalks is not covered by this Policy and will not be approved for use for Special Events. Use for free expression activities and filming may be approved pursuant to the City's free expression policy and the City's filming policy, as applicable.

F. Obtaining a Reservation. See the sections of this Policy entitled "Reserved Use of City Parks, Athletic Fields and Pavilions," and "Special Event Permits," below. "Free Expression Activities" and "Filming Permits" are the subjects of separate City policies.

V. Reserved Use of City Parks, Athletic Fields and Pavilions

A. City Parks, Athletic Fields and Pavilions Available for Reservation. Refer to Appendix A for a list of City Parks, athletic fields and pavilions that may be reserved for use.

B. Procedures for Reserving City Parks, Athletic Fields and Pavilions.

1. Application. The application included in Appendix B, must be submitted to the Department, located at 8030 South 4000 West, West Jordan. The application may be picked up from the Department or downloaded from the City's web site at www.wjordan.com.

2. Additional Application(s). If the Department determines that the requested use requires additional application(s), the Department will notify the Applicant and coordinate with the Approval Authority for that type of application.

3. Time to Apply. Except for Seasonal Reservations, as set forth below, weekday reservations must be made and paid in full at least 24 hours in advance. Weekend reservations must be made and paid in full at least one week prior to the time and date for which the City Park, athletic field or pavilion is being reserved.

4. Athletic Fields, Seasonal Reservations for Leagues and Tournaments. Applications will be accepted from January 1 to February 28 for the following season (April 1 – October 20).

Applications must be received by the Department no later than 5:00 pm on February 28.

Applications received after that time will only be considered after all other applications have been approved/denied and approved reservations have been scheduled.

5. Fees and Deposits.

a. Fees and deposit amounts will be as adopted by the West Jordan City Council and set forth in the City's Consolidated Schedule of Fees and Service Charges.

b. The application must be accompanied by the appropriate fee amount and deposit, if required. An application will not be considered, and a reservation will not be held for any person or entity without an application and the appropriate fee and deposit.

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

d. Fees for reservation of City Parks, athletic fields and pavilions are non-refundable, unless otherwise specified in the City Code. No refunds will be made on canceled or non-used reservations or other circumstances including inclement weather. Reservations may be rescheduled without charge, depending on availability.

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

6. Confirmation. A confirmation of the reservation will be mailed to the requestor. The reservation confirmation must be with a responsible person at the City Park, athletic field or pavilion during the reserved time. The City is not responsible for lost or misdirected mail.

C. Approval Authority. The Department will have authority to approve or deny the application and reserve the use if the application is approved.

D. Special Events. If the reservation is for a Special Event, a Special Event Application shall be submitted and reviewed, and a permit shall be issued, according to the applicable sections below.

E. Inflatables. A permit for inflatable toys may be obtained by submitting a Special Event Application to the Events Coordinator.

F. Cleaning. Those reserving City Parks, athletic fields and pavilions will also be assessed a fee for any cleaning required after the City Park, athletic field or pavilion is used. The amount of the cleaning fee will be based on the Fee Schedule.

G. Service in Lieu of Fees. Reservation fees may be credited for civic volunteer labor hours expended by athletic league members at a rate determined by the City Council. Civic volunteer labor is coordinated through the Department. The service provided may include maintenance to City Parks and City Parks Amenities. Interested players and teams should indicate their interest in service in lieu of fees at the time the application is submitted to the Department. A separate contract and approval is required; no verbal agreements will be honored.

Any changes to the athletic fields which a Lessee wishes to make must first be approved by the Public Works 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 Lessee chooses to perform minor maintenance or approved changes, Lessee shall supply tools, liners, hoses, and any other equipment or supplies necessary. Lessee shall be responsible for finding storage facilities off of City owned property for its tools, supplies and equipment.

H. Availability of City Parks, Athletic Fields and Pavilions.

1. City Parks, athletic fields and pavilions will be assigned on a first requested - first assigned basis.
2. When more than one Application is received at the same time, or during the same designated application period, requesting a particular City Park, area within a City Park, athletic field or pavilion for 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 tournaments over league play. (athletic fields only)
- c. Preference will be given to youth leagues and tournaments over adult leagues and tournaments. (athletic fields only)
- d. Preference will be given to City leagues. (athletic fields only)
- e. Preference will be given to league versus non-organized group use. (athletic fields only)
- f. Preference will be given to City residents and community-based recreation organizations which serve City residents, over non-residents.
- g. Preference will be given to groups that have historically been assigned to a specific City Park, area within a City Park, athletic field or pavilion every year for at least three years.

I. Cancellations. The Applicant should notify the Department of any cancellations. Reservations may be rescheduled without charge, depending on availability.

J. Refunds. No refunds will be made on cancelled or unused reservations or for other circumstances including inclement weather, unless otherwise specified in the City Code.

K. Maintenance.

1. Basic Maintenance: The Department shall prepare and provide basic maintenance of the City Parks, athletic fields and pavilions, at its sole discretion, subject to its budget and schedule. The Lessee will be notified of maintenance times. Maintenance times shall be at the sole discretion of the Department. The Department is committed to preparing athletic fields for use including mowing, limited field preparation work, and the installation of necessary goals and nets.

2. Lessee Acknowledgment. The Department maintains minimal athletic fields and will maintain the playing fields to minimum standards. The Lessee must check the fields for safety before each use, report unsafe conditions, and not permit use of athletic fields which are unsafe.

L. Lessee Use and Care of City Parks, Athletic Fields and Pavilions.

1. Lessee may, if it chooses, perform the following minor maintenance services, for athletic fields provided that athletic fields are not damaged, and provided that the fields shall not be used if it is unsafe to do so: hand rake fields; fill holes with material approved by the City; hand water the fields; 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. City Parks, athletic fields and pavilions must be returned to their original condition except for normal wear and tear.
3. Managers, coaches, game officials and program coordinators shall thoroughly inspect athletic fields before each use to ensure safe conditions. Any unsafe conditions shall be reported to the Department immediately, and the athletic field should not be used until further notice.
4. The Lessee is responsible for picking up all paper, cans, bottles, athletic tape, etc. that is deposited before, during, or after the use of the City Park, area within a City Park, athletic field or pavilion. In order for the Department to continue to provide current levels of maintenance within the existing reservation fee structure, the Lessee is responsible for taking excessive trash with them. An assessment will be made to the Lessee, in an amount based on the Fee Schedule, if it becomes necessary for Department employees to pick up excess trash after the use.

M. 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 City Parks, City Parks Amenities, Concession Stands, or on any City-owned property.

N. Liability/Insurance Requirements. The City will assume no responsibility for loss, cost, and/or expenses arising from the use of City Facilities. Responsibility for damage, loss and all liability will rest with the individual or organization holding the reservation/permit for the use of the City Facility

at the time of the damage or loss. City reserves the right to require Users to provide liability insurance coverage in accordance with this Policy.

O. Rules of Conduct. Rules of conduct shown in Appendix C must be followed. A copy may be attached to the permit.

VI. Reserved Use of Arena

A. Description. The Arena consists of the main arena, practice arena, bleachers and concession stands. Folding chairs for lower reserved seating are not included and must be provided by the Lessee at Lessee's own expense. The Concession Stands are addressed separately within this Policy.

B. Reservations Required. The Arena is not open to the public. It is open for reservations from April 1 through September 30 of each calendar year, weather permitting, and can only be used when a reservation has been obtained through the Department. The City and City committees will have priority in obtaining reservations. The City may reserve the Arena periodically or regularly for public access, or "Open Ride."

C. Closures. At the sole discretion of the Department, the Arena may be closed during open hours for any reason for the convenience of the Department. Reasons for closures may include, but are not limited to, safety, protection of surface conditions, construction, and performance of maintenance or repair work. The Department will attempt to contact, or provide contact information to, persons with reservations that are affected by such closures.

D. Obtaining a Reservation, Approval Authority. The Arena may be reserved for a single use or for one season. Generally, the person or entity desiring a reservation will submit an application, Fees and Deposit. The Department will have authority to approve or deny the application and reserve the use if the application is approved.

E. Procedures for Reserving the Arena.

1. Application. The application included in Appendix D, must be submitted to the Department, located at 8030 South 4000 West, West Jordan. The application may be picked up from the Department or downloaded from the City's web site at www.wjordan.com.

2. Additional Application(s). If the Department determines that the requested use requires additional application(s) (i.e. Special Event), the Department will notify the Applicant and coordinate with the Approval Authority for the additional application.
3. Time to Apply. Except for Seasonal Reservations, as set forth below, weekday reservations must be made and paid in full at least 24 hours in advance. Weekend reservations must be made at least one week prior to the time and date for which the Arena is being reserved.
4. Seasonal Reservations. Applications will be accepted from January 1 to February 28 for the following season (April 1 – September 30). Applications must be received by the Department no later than 5:00 pm on February 28. Applications received after that time will only be considered after all other applications have been approved/denied and the reservations have been scheduled.
5. Fees and Deposit.
 - a. The application must be accompanied by the appropriate fee amount and deposit, if required. An application will not be considered, and a reservation will not be held for any person or entity without an application and the appropriate fee and deposit, including a key deposit if required.
 - b. The City recovers some costs associated with the benefits provided to the Lessee such as utilities, maintenance, surface preparation and administrative processing time, through the collection of fees. Equipment is not included in the fees and must be provided by the Lessee.
 - c. ***Reservation fees are non-refundable. No refunds will be made on canceled or non-used reservations or other circumstances including inclement weather. Reservations may be rescheduled without charge, depending on availability.***
 - d. City Events are not subject to fees and deposits.

6. Confirmation. A confirmation of the reservation will be mailed to the requestor. The reservation confirmation must be with a responsible person at the Arena during the reserved time. The City is not responsible for lost or misdirected mail.

F. Availability of Arena.

1. The Arena will be assigned on a first requested - first assigned basis, except that a Special Event application may be given priority over earlier applications and seasonal use.
2. When more than one Application is received at the same time, or during the same designated application period, requesting 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 Special Events.
 - c. Preference will be given to City residents and community-based recreation organizations which serve City residents, over non-residents.
 - d. Preference will be given to groups that have historically been assigned to a specific date every year for at least three years.

G. Access to the Arena.

1. Keys and Locks. The Lessee will be issued a combination or key for access to the Arena. A key deposit will be required if the Lessee is to be issued a key. The combination or key can be obtained from the Department prior to the initial date and time of the reservation. Only one individual may be designated to control the combination or key on behalf of the Lessee, and only the designated individual is authorized to use the combination or key. Any Lessee who permits anyone other than the designated individual to use the combination or key will have their contract and reservations canceled/terminated for the remainder of the season; future requests to

reserve the Arena may also be denied. Any issued key must be returned within three business days of the last date and time of the reservation. 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 Lessee 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 Lessee to occupy the Arena at any time other than the time reserved for the Lessee's use. The Lessee may not assign the reservation to any other person or entity. Any Lessee who occupies the Arena or allows others to occupy the Arena at any time other than during the Lessee's scheduled reservation, will have their contract and reservations canceled/terminated for the remainder of the season. Future requests to reserve the Arena may also be denied.

H. Service in Lieu of Fees. Reservation fees may be credited for civic volunteer labor in performing surface preparation. Civic volunteer labor is coordinated through the Department and subject to the approval of the West Jordan City Council. Interested Applicants should indicate their interest in service in lieu of fees at the time the application is submitted to the Department. A separate contract and approval is required; no verbal agreements will be honored. If approved, the Lessee will be required to comply with the requirements of Appendix E.

I. Special Events. If the reservation is for a Special Event, a Special Event Application shall be submitted and reviewed, and a permit shall be issued, according to the applicable sections below.

VII. Concessions Permits

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

1. Concession Stands. Concession Stands are permanent structures, owned by the City, where foods and beverages may be sold. 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 are facilities placed temporarily in an approved location within the City Parks, for the purpose of selling foods or beverages.

Temporary Snack Bars will not be permitted in other City Facilities.

B. Reservations/Permit Required.

1. The Concession Stands are open from April 1 through October 20 of each calendar year, and can only be used when a reservation has been obtained through the Department. The City and City committees will have priority in scheduling reservations.

2. Concession Stands may be reserved in conjunction with or separate from another reservation or permit, but a separate application and approval are required (See Appendix F). The entity reserving the adjacent athletic field or Arena has priority to reserve the Concession Stand, except as to the City or City committees. 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 game or for the season (a long season for soccer, or a short season for football).

3. A Temporary Snack Bar will only be allowed when approved by the Department in conjunction with a reservation or permit of a City Park, area of a City Park, or City Parks Amenity.

C. Closures. At the sole discretion of the Department, Concession Stands may be closed during open hours for any reason for the convenience of the Department. Reasons for closures may include, but are not limited to, safety, construction, and performance of maintenance/repair work. The Department will attempt to contact, or provide contact information to, persons with reservations that are affected by such closures.

D. Obtaining a Reservation/Permit, Approval Authority. Concession Stands may be reserved for a single use or for one season. Temporary Snack Bars may be permitted for a single use or for one season. The person or entity desiring a reservation/permit will submit an application, Fees and Deposit. The Department will have authority to approve or deny the application and reserve the use and issue the permit, if the application is approved.

E. Procedures for Reserving Concession Stands.

1. Application. The application included in Appendix F, must be submitted to the Department, located at 8030 South 4000 West, West Jordan. The application may be picked up from the Department or downloaded from the City's web site at www.wjordan.com.

2. Additional Application(s). If the Department determines that the requested use requires additional application(s) (i.e. Special Event or other reservation of a City Park, area of a City Park or City Parks Amenity), the Department will notify the Applicant and coordinate with the Approval Authority for the additional application.

3. Time to Apply.

- a. Concession Stands. Except for Seasonal Reservation/Permit, as set forth below, weekday reservations must be made and paid in full at least 24 hours in advance. Weekend reservations must be made and paid in full at least one week prior to the scheduled time and date for which the Concession Stand is being reserved.
- b. Temporary Snack Bars. Except for Seasonal Reservation/Permit, as set forth below, applications for Temporary Snack Bars must be received at least one week prior to the scheduled time and date of Temporary Snack Bar operation.

4. Seasonal Reservation/Permit.

- a. Seasonal concessions permits for Concession Stands and Temporary Snack Bars are available only for entities who apply for the seasonal concessions permit in conjunction with a seasonal reservation of the adjacent City Parks Amenity.
- b. Seasonal concessions permits will allow the entity to provide food and beverage services immediately before, during, and after their use of the adjacent City Parks Amenity.
- c. Food and beverage service items may be stored within the Concession Stands between uses. However, such storage will be at the reserving entity's own risk. All items must be removed after the last reserved use of the season.

5. Fees and Deposit.

- a. The application must be accompanied by the appropriate fee amount and deposit. An application will not be considered, and a reservation will not be held for any person or entity without an application and the appropriate fee and deposit, including a key deposit if required.
- b. The City recovers some costs associated with the benefits provided to the Lessee such as utilities, maintenance, and administrative processing time, through the collection of fees.

Equipment, except sinks and grills as available for Concession Stands, is not included in the reservation/permit fee and must be provided by the Lessee.

c. Reservation fees are non-refundable, unless otherwise specified in the City Code. No refunds will be made on canceled or non-used reservations or other circumstances including inclement weather. Reservations may be rescheduled without charge, depending on availability.

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

6. Confirmation. A confirmation of the reservation will be mailed to the Applicant. The reservation confirmation must be with a responsible person at the field or pavilion during the reserved time. The City is not responsible for lost or misdirected mail.

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 County (where applicable), and the City. Any person with a concessions reservation or permit shall be familiar with such laws and ordinances, and shall see that the same are enforced.

1. Permits must be visibly displayed at all times during which foods or beverages are being sold/served.
2. Temporary Snack Bars must be located on hardscape areas identified by the Department and in accordance with the issued permit.
3. Sale of foods or beverages prohibited by the City, or which are unsafe in any way, shall not be permitted. Sale and consumption of beer and alcoholic beverages are prohibited.
4. The operations of Concession Stands and Temporary Snack Bars shall be safe and lawful in all respects.

5. Any person selling foods or beverages must submit copies of all required county and state food permits to the Department. Copies of all required County and State food permits shall be required to be submitted to the Department.

6. The City will not be responsible for any goods left in or near the Concession Stands. Any items left will become the property of the City of West Jordan. The entity reserving the Concession Stand will be charged for removal of any items.

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

G. Special Events. If the reservation or permit is for concessions sold or served in conjunction with a Special Event, a Special Event Application shall be submitted and reviewed, and a permit shall be issued, according to the applicable sections below.

H. 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. Permit fees are non-refundable for revoked reservations.

I. Access to Concession Stands.

1. Keys and Locks. The Lessee will be issued a combination or key for access to the reserved Concession Stand. A key deposit will be required if the Lessee is to be issued a key. The combination or key can be obtained from the Department prior to the initial date and time of the reservation. Only one individual may be designated to control the combination or key on behalf of the Lessee, and only the designated individual is authorized to use the combination or key. Any Lessee who permits anyone other than the designated individual to use the combination or key will have their contract and reservations canceled/terminated for the remainder of the season; future requests to reserve the Arena may also be denied. Any issued key must be returned within

three business days of the last date and time of the reservation. If a key is lost, or if the key is not returned within the required period of time, the key deposit will be retained by the City. If the Lessee 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 Lessee to occupy the reserved Concession Stand at any time other than the time reserved for the Lessee's use. The Lessee may not assign the reservation to any other person or entity or use the combination or key to access any other City Parks, City Parks Amenities or Concession Stands. Any Lessee who occupies the Concession Stands or allows others to occupy the Concession Stands at any time other than during the Lessee's scheduled reservation, or who uses the combination or key in an unauthorized manner, will have their contract and reservations canceled/terminated for the remainder of the season. The conduct may result in a revocation of Future requests to reserve Concession Stands, City Parks and City Parks Amenities may also be denied.

VIII. 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 Events 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 will submit an application, Fees and Deposit 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 included in Appendix H, Event Fact Sheet included in Appendix I, Fees and Deposits must be submitted to the Events Coordinator, located at West Jordan City Hall, 8000 South Redwood Road, Third Floor. The application shall be accompanied by a map showing the layout of the event. The Event Fact Sheet will 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 City services can be coordinated and provided.

4. Fees, Deposits and Insurance.

a. Fee and deposit amounts will be as adopted by the West Jordan City Council and 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 least 28 days prior to the event, or within three business days after the Applicant is notified of approval, whichever occurs later.

c. No checks will be accepted for payments over \$1,000. No checks will be accepted with late applications.

d. The requested location of the Special Event will be reserved when the application is received. The reservation will be cancelled if the application is denied. The reservation may be cancelled for any payment default, including but not limited to the following: failure to timely submit payment; returned check; or insufficient funds. If the application for the Special Event

has been approved, but the reservation is cancelled, the Events Coordinator may coordinate an alternate time or an alternate City Facility location for the Special Event.

e. If the City determines not to cancel the reservation, to coordinate an alternate time or location, or to accept a late application, late payment or substitute payment, there will be an additional fee assessed according to the Fee Schedule. Late payments and substitute payments, if accepted, must be made with a cashier's check or credit card.

f. ***Fees are non-refundable, unless otherwise specified in the City Code. No refunds will be made on canceled or non-used reservations or other circumstances including inclement weather. Reservations may be rescheduled without charge, depending on availability and as authorized by the Events Coordinator.***

g. If the Applicant will require any City services beyond the Basic 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 is able to offer a mechanism for affordable, event specific liability insurance for interested parties who do not have an existing liability insurance policy. This is available through the City's membership with Utah Risk Management Mutual Association. The Events coordinator will refer the event organizer to the City's Risk Manager for assistance with this coverage.

D. Condition of City Facilities.

1. The Lessee is required to leave the City Facility clean, free of 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 after the event. The City will not be responsible for any items left behind, lost or stolen.

2. The Lessee 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 Lessee will pay for all clean up and repair made necessary by Lessee's use (normal wear and tear excepted), including an additional daily rental fee for each day, or portion thereof, during which the City Facility cannot be occupied by others while clean up and repairs are being performed.

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

E. Security Deposit.

1. A Security Deposit is required to ensure that the City Facility remains clean, free of damage, and in a condition substantially the same as existed prior to the Lessee's occupancy of the City Facility. The Security Deposit is not a limitation on Lessee's financial responsibility.

2. If the City Facility is not left in a clean condition, if there is damage to turf, landscaping or other appurtenances, or if the City Facility is not in substantially the same condition as prior to the Lessee's occupancy (normal wear and tear excepted), the City will retain the Security Deposit, or a portion thereof, and seek reimbursement from Lessee for costs exceeding the amount retained.

3. The Security Deposit, minus deductions, will be returned to the Lessee within 45 days after the Special Event. Deductions will be made for the following: damaged property, clean up, and

other work necessitated by Lessee's failure to perform such work, overtime fees for staff and other costs resulting from modifications to the permit or Lessee's failure to comply with the permit. If part or all of the Security Deposit is withheld, the City will provide the Lessee a written explanation within 45 days after the event.

4. Any dispute of the refund amount shall be finally determined by the City Manager.

F. Inflatables. Inflatable toys may be allowed in conjunction with a Special Events 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 will limit the amount of time during which the inflatable toys may remain in place during the event.

G. Vendors.

1. Each vendor must be provided with a copy of the Vendor Agreement Form in Appendix J. All Vendor Agreement forms 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 and 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.

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

1. The City will not issue a Special Event Permit in a City Facility if it is determined that:
 - a. The event will substantially interfere with other Special Events, reserved or permitted activities, or with the provision of City services in support of them;

- b. The event 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;
 - c. The event will violate public health and safety laws, including noise ordinances;
 - d. The event will require the exclusive use of the City Facility in a manner that will adversely impact the reasonable use or access by the general public;
 - e. The event will create a burdensome expense to City; or
 - f. The event will conflict with another Special Event or other reserved or permitted activity in the same Facility, or is proposed for an area already reserved by another party.
2. Special Events 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. Events planned, organized or presented by other state, federal, or city government entities;
 - c. 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 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.

I. Policies for General Use of a City Facility Under a Special Events 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; and
 - e. An adequate first aid or emergency medical services plan.
 - 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 Parks or the Arena must abide by the provisions of this Policy that apply to the City Parks and Arena, respectively. Where Concession Stands 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. All structures and materials must be removed no later than 24 hours after the Special Event has ended. The placement of all 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. ***Other arrangements 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 Lessee is responsible for all security, as well as obtaining and placing any barricades required by the Special Event Permit. The Lessee may request the City Police Department to provide security, at Lessee's cost, or contract with a different source. This shall in no way be construed to obligate the City Police Department to provide security.
7. The Lessee 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 Lessee must provide temporary flooring for booths or tents.
9. In coordination with the Events Coordinator, the Lessee shall identify a designated free speech area within reasonable proximity to the event.
10. The Lessee 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 event in compliance with this Policy, and obtain necessary approvals.

11. The Lessee must provide the on-site presence of one or more representatives for coordination and management purposes during the setup of the event, the event, and the take down of the event. These representatives must be available to the Events Coordinator by some form of communication (cellular phone, central location, etc.) at all times during the event.

12. All Special Events are subject to the laws, ordinances, rules and regulations of the City.

13. Use of the property must not place the City, participants, or spectators above an acceptable level of risk or harm, damage, or injury as determined by the City.

14. The Lessee shall conduct its events and activities in compliance with the City Code, including the Noise Control Ordinance and other regulatory ordinances and shall ensure that no violations of any City ordinances occur. Lessee 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.

J. City Services for Special Events.

1. Lessee will be required to reimburse City for Additional City Services.

2. The City will not provide any on-site personnel 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 city personnel that will be required on-site, based on number of attendees, equipment, vendors, etc.

4. Traffic management may be provided by the City, at the Lessee'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 Lessee shall be responsible for the cost of any personnel called out. Charges will be assessed at an hourly rate.

IX. Liability and Insurance

A. Purpose. 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 the City's various parks and 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 IX, "Liability and Insurance" shall be required for Special Events, reservation of athletic fields by a league, and reservation of athletic fields for tournament play, except as set forth herein.

C. Special Events, Insurance and Exception.

1. All Special Events will be required to provide proof of liability insurance (certificate of insurance) prior to event approval. The City is able to offer a mechanism for affordable, event specific liability insurance for interested parties who do not have an existing liability insurance policy. This is available through the City's membership with Utah Risk Management Mutual Association. The Events Coordinator will refer the event organizer to the City's Risk Manager for assistance with this coverage.
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 Risk Manager for consideration. The Risk Manager will recommend that the request be granted/denied, after

analyzing the Special Event in concert with the Public Works Department, the City Attorney's office, the Events Coordinator, Fire Department, Police Department and other departments as deemed reasonable, and considering the following factors:

- a. Event's history
- b. The capacity of the organizer to execute the event as planned
- c. Probable impact to City personnel, facilities and grounds
- d. Probability of the attendees to exceed expectation
- e. The type and number of planned activities
- f. The participation of vendors, sponsors and other supporters
- g. Safety measures/plans
- h. Security measures/plans
- i. Participation vs. spectator numbers
- j. Organizers ability to self-insure
- k. Any other reasonably applicable factors.

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

D. Duration of Coverage. The Lessee shall procure and maintain for the duration of the reserved/permitted use, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use. The costs of such insurance shall be borne by the Lessee. Lessee 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 \$1,000,000 for each claimant and \$1,000,000 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 named as an additional insured.
2. Workers compensation 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-. Lessee shall provide 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 Lessee shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

G. Lessee's Insurance Primary. For any claims related to the use of the Facility, the Lessee'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 Lessee's insurance and shall not contribute with it.

H. Indemnification.

Lessee shall indemnify 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 Lessee, 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 Parks, athletic fields, pavilions or other Facility; and 2) operation of concession stands, temporary snack bars or any other sale or service of food, beverages or other products by Lessee.

1. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount.
2. Lessee 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. Lessee shall be solely and fully responsible for the payment of such claims.
3. Lessee 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 Lessee's use or occupancy of the Facility.
4. Lessee 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.

X. Prohibited and Regulated Activities

Please reference West Jordan City Code Section 8-13-5, as amended, for a complete list of prohibited and regulated activities. The following highlights specific areas of concern and/or are in addition to the ordinance. 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.

A. General Compliance with Laws. It is the responsibility of all Users, whether by reservation, permit, or otherwise, to comply with all applicable Federal, State and Local laws, ordinances, rules, regulations and policies. If use is by reservation or permit, the person to whom such reservation or permit is issued shall be responsible to immediately inform others and the City of any violations or suspected violations associated with the reservation/permit.

B. Alcohol Use. It is unlawful for any person to consume or possess any beer or any alcoholic beverage within any City Park. It is unlawful for any person to consume or possess any beer or any alcoholic beverage within other City Facilities, unless expressly allowed in writing as part of a Special Event Permit.

C. Animals. Animals are prohibited in City Facilities, except that horses are permitted in the Arena and the immediately adjacent parking area and while being transported, led or ridden over the paved streets leading to the Arena. Horses are not allowed on any grass area. Regulations specific to dogs in City Parks are outlined below (See “Dogs” under this section). Other animals may be expressly permitted pursuant to an approved Special Event Permit.

D. Barbecue Grills. Barbecue grills will be allowed, but cooking will not be allowed under any pavilion or structure. A fire extinguisher must be kept within five feet of the grill. Digging of barbecue pits is not allowed in any City Parks. User shall comply with County Health Department requirements.

E. Business Activities. Practicing, conducting, or soliciting any occupation, business or profession, or selling any merchandise, is not allowed in City Facilities, including yard sales or rummage sales, unless permitted in writing by the City Manager, permitted as part of a Special Event Permit issued by the City; permitted by the Department through a concessions permit; or a vending cart allowed pursuant to the City Code.

F. Camping. Camping is not allowed in City Parks, unless permitted by a Special Event Permit.

G. Dogs.

1. Dogs are only permitted in City Parks if accompanied by a person. The dog must be licensed and leashed.

2. A reservation or permit may restrict or prohibit dogs, at the discretion of the Department or other Approval Authority.

3. No City Parks, areas within City Parks or City Parks Amenities are approved for off-leash dogs.

H. Fire Making. Fires may not be made within City Parks, except where designated, such as within contained and supervised areas (i.e., barbecue grills).

I. Firearms and Fireworks. Carrying or discharging firearms, fireworks, or other explosives, is not allowed, except as allowed by State law, or expressly permitted in a Special Events Permit.

J. Gambling. Gambling is not allowed in City Facilities.

K. Inflatables. Inflatable toys will not be allowed in any City Facility unless specifically authorized by an approved Special Event Permit.

L. Irrigation of Turf. Adjusting or shutting off any irrigation control or valve(s) is prohibited.

M. Littering/Dumping Refuse. All litter must be disposed of in marked receptacles. Where a reserved or permitted use may result in additional waste, the person to whom the reservation or

permit is issued shall provide additional trash bags. Refuse from outside a City Facility may not be dumped on City property or in any trash receptacle at any City Facility.

N. Noise. All Visitors to City Facilities must obey the noise regulations set forth by the City Code.

O. Relocating or Removing Structure, Object, Soil. Except for tables, chairs and trash cans that are temporarily relocated within the same area of the City Park (no more than 100 feet), and returned to their original location upon completion of use, no structure, object, soil or other item shall be relocated or removed without prior approval from the City. This includes, but is not limited to, tables, chairs, trash cans, warning devices, playground equipment and sand.

P. Sidewalk Vending. Vending from carts placed on the sidewalk within City Parks is only permitted if compliant with the City Code.

Q. Swimming. Swimming in fountains or other water features located in City Parks or at or near other City Facilities is prohibited.

R. Vehicles. No private vehicles are allowed in City Facilities except in designated traveled ways and parking lots. For the safety of all Visitors, drivers are asked to obey all posted speed limits and other signs.

S. Water. Use of City water is not permitted except for normal use of restrooms, drinking fountains, and running water provided for use in conjunction with operation of reserved Concession Stands. Park Visitors may not hook up to irrigation or culinary water within the City Parks.