

REQUEST FOR COUNCIL ACTION

SUBJECT: West Jordan Arena Noise Mitigation

SUMMARY: Noise mitigation options for events in the West Jordan Arena

FISCAL

IMPACT: None known

STAFF RECOMMENDATION:

Staff seeks council direction.

MOTION RECOMMENDED:

"I move to approve adding number(s) _____, _____, and _____ to our Facility Use Policy and staff to start reserving the arena if requested for the rest of the season; then have staff bring cost estimates back to council on item(s) _____ for further review."

Roll Call vote required

Prepared by:

Recommended by:

Julie Brown

Julie Brown
Events Coordinator

Bryce Haderlie

Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The West Jordan Arena rental requests for special events have increased substantially. In 2013 only city events (rodeo, demolition derby) and the Osmond Pioneer Pageant were in the arena. 2014 brought two more special events (Mexican rodeos) which successfully used the venue. In 2015 we had requests for five Mexican rodeos in the spring along with planned city events including the rodeo, demolition derby (September 12), Endurocross (September 26) and the Osmond Pioneer Pageant.

Arena use beyond the rodeo and derby has not been the norm for the facility and is unexpected for nearby neighborhoods.

Salt Lake Valley Health Department regulates amplified sound. They state that venues should keep amplified sound at 90 decibels or below. If over this for more than two hours signs need to be posted regarding hearing damage and hearing protection offered at cost or free to patrons.

Amplified sound in any direction at 90 decibels (and less) will be heard in the neighborhoods. Even with noise mitigation efforts.

What we can do is revise policy and try to reduce the volume the neighborhoods hear. Certain noises such as base will sound more prevalent to neighbors. There are also some unpredictable behaviors to sound such as environmental factors that can change how far sound will travel.

Below is an ala carte list of ideas that could be implemented into policy to mitigate noise to the neighborhoods. These are in no specific order.

1. Require all speakers turned into the dirt and into the center of the arena or area being used.
2. Decibel reading by staff should not be higher than 80 at any given time inside the venue.
3. Plastic seats instead of bleacher seating would help absorb rather than reflect sound.
4. Surrounding the venue with speakers will increase perceived volume level to audience but not necessarily increase decibel level or sound to the neighborhoods.
5. Interrupt path of sound/Barriers: Require riggings to hang or temporarily install sound dampening walls provided by renter.
6. Acoustical site planning: Require all renters to adhere to a layout that directs sound away from neighborhoods and away from structures that will "bounce" sound back to neighborhoods.
7. Require renters to notify all surrounding neighborhood homes of the event a minimum of 10 days prior and the possibility of noise pollution.
 - a. Require renter to provide someone onsite to take noise calls and deal with residents appropriately.
8. Require a larger venue deposit (\$2,500 instead of \$500) for events with amplified sound. If noise becomes an issue and is not dealt with according to policy or the city's satisfaction, the deposit will not be refunded.
9. Get a sound audit of the venue. Begin implementing improvements to the venue to mitigate sound for all events. Determine transmission paths from different areas of the venue.
10. Vegetation Screening; Landscape around the venue to help noise mitigation.

11. Hire a sound auditor to give a Noise Reduction Coefficient (NRC) of the surrounding buildings. This will give us a scalar representation of the amount of sound energy absorbed upon striking a particular surface so we can mitigate sound more efficiently.
12. Partial or full enclosure of facility
13. Limit the quantity (days) in the arena that events can have amplified sound. (We will allow X days in the arena during a calendar year to have amplified sound, including/excluding city events)
14. Proactive and continuous public relation efforts with neighborhoods
 - a. Design a complaint management procedure for city events and renters to follow.
15. Limit the days of the week special events can occur in the arena
16. Limit the total hours of amplified sound per day
17. Limit the hours of the day (1pm – 10pm on Thursdays, Friday and Saturday and 3pm – 8pm on Sundays) that amplified sound can be used.

Currently we have the following pending Arena Use Applications for Sundays:

- Jordan Gonzales
- Orion Corp.
- Los Dos Gallos Special Events
- Rosa E. Garcia

Attached: Salt Lake Valley Health Department Health Regulation #21 – Community Noise Pollution Control.

West Jordan Facility Use Policy

Salt Lake Valley Health Department

Health Regulation

#21

**COMMUNITY NOISE
POLLUTION CONTROL**

**Adopted by the Salt Lake Valley Board of Health
September 6, 1984**

**Amended:
August 1, 1991,
December 7, 1995,
May 3, 2001,
August 7, 2008
August 2, 2012**

**Under Authority of Section 26A-1-114
Utah Code Ann.**

1. PURPOSE & APPLICABILITY OF REGULATION

- 1.1 The purpose of this Regulation is to establish standards for the control of noise pollution within Salt Lake County and to reduce the making and creation of harmful sound to secure, protect, and promote the public health and safety of the residents of Salt Lake County.

2. DEFINITIONS

- 2.1 “dBA or A-Weighted Sound Pressure Level” shall mean the sound pressure level in decibels as measured with a sound level meter using the A-weighting network. The unit for reporting is dB(A) or dBA. Sounds measured with the “A” weighting network approximate the response of human hearing when measuring sounds of low to moderate intensity.
- 2.2 “Ambient Sound” shall mean the sound pressure level which represents the summation of the sound from all the discrete sources affecting a given site at a given time, exclusive of the source under investigation.
- 2.3 “Best Management Practices or BMPs” shall mean auxiliary operational procedures implemented by a business or facility that effectively reduce noise levels. BMPs include but are not limited to scheduling of activities, prohibitions of practices, maintenance procedures, and other management practices or institutional controls that prevent or reduce noise decibel levels.
- 2.4 “CFR” shall mean Code of Federal Regulations.
- 2.5 “Construction” shall mean any site preparation, assembly, erection, substantial repair, alteration or similar action.
- 2.6 “Construction equipment” shall mean any mechanical apparatus used in excavation, construction or demolition.
- 2.7 “Decibel” shall mean a logarithmic unit used in measuring the magnitude of sound. Decibel is abbreviated dB.
- 2.8 “Demolition” shall mean any dismantling, intentional destruction or removal of any right-of-way surfaces, building, structure, utility or similar property.
- 2.9 “Department” shall mean the Salt Lake Valley Health Department (SLVHD).

- 2.10 “Director” shall mean the Director of the Salt Lake Valley Health Department or his or her designated representative.
- 2.11 “Dwelling” shall mean a building or structure that is intended or designed to be used, rented, leased, let or hired out for human habitation.
- 2.12 “Dynamic braking device” shall mean a device used to transform a motor vehicle’s internal combustion engine into an air compressor for the purpose of braking without the use of wheel brakes, commonly referred to as “Jake brakes,” “compression brakes,” or “engine brakes.”
- 2.13 “Emergency power generator” shall mean the equipment used to generate electrical power in the event of an interruption, malfunction, or failure of the electrical power otherwise supplied by the service provider.
- 2.14 “Emergency vehicle” shall mean an authorized motor vehicle, motorboat, or aircraft which can lawfully be used for the transportation of emergency personnel, equipment, and supplies while responding to the scene of an emergency.
- 2.15 “Emergency work” shall mean;
- 2.15.1 Work required to restore property to a safe condition following a disaster or declaration of emergency;
 - 2.15.2 Work required to protect persons or property from an imminent exposure to danger; or
 - 2.15.3 Work that absolutely cannot be done otherwise during the daytime hours to protect the public’s health by private or public entities for providing or restoring immediately necessary utility service.
- 2.16 “EPA” shall mean the U.S. Environmental Protection Agency.
- 2.17 “Exhaust system” shall mean all components responsible for conducting exhaust gasses or reducing sound from a motor vehicle or motorboat including, but not limited to, mufflers, baffles, header pipes, manifolds, air intakes, or any other similar component.
- 2.18 “Gross Vehicle Weight Rating” or “GVWR” shall mean the value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR), which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination of vehicle, shall be used.
- 2.19 “Heating, Ventilation, and Air Conditioning (HVAC)” shall mean any system installed on or within a dwelling, facility, building or structure for the purpose of providing heating, ventilation, or air conditioning. HVAC may include furnaces, air exchangers,

- central air condensing units, evaporative “swamp” coolers, heat pumps, exhaust fans, and other heating and cooling equipment.
- 2.20 “Impulse sound” shall mean sound of short duration, generally less than one second, especially of high intensity, abrupt onset and rapid decay, and often rapidly changing spectral composition.
- 2.21 “Infrasound” includes any sound frequency less than or equal to 16 Hz.
- 2.22 “ L_{eq} ” shall mean the average measure of continuous noise that has the equivalent acoustic energy of the fluctuating signal over the same time period. For the purposes of this Regulation, an L_{eq} measurement will be taken for a minimum of two minutes.
- 2.23 “ L_{max} ” shall mean the highest root-mean-square (RMS) sound level measured over 1000 milliseconds in a slow response. For the purpose of this Regulation L_{max} will be the highest A-weighted sound level occurring during a noise event.
- 2.24 “Motor vehicle” shall mean any vehicle required to be licensed for on-road use in the State of Utah, and is propelled by a motorized power source.
- 2.25 “Muffler” shall mean a properly functioning sound dissipative device or system consisting of a series of chambers, baffle plates, or other mechanical devices for abating the sound of escaping exhaust gases.
- 2.26 “Multi-dwelling unit building” shall mean any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.
- 2.27 “Municipal Approved Event” shall mean an assembly of people which continues, and can reasonably be expected to continue for two or more hours per day, and has received a permit, license or authorization from the municipality in whose jurisdiction the event is located.
- 2.28 “Noise” shall mean sound that may be harmful to health.
- 2.29 “Noise control system” shall mean parts, mufflers, assemblies or systems, including all exhaust system components, originally installed by the manufacturer which controls or reduces noise emissions.
- 2.30 “Octave band” shall mean an interval in Hertz between two frequencies having a ratio of 2:1. For purposes of this Regulation, octave band sound pressure levels shall be measured at any of the following center frequencies: 31.5, 63, 125, 250, 500, 1,000, 2,000, 4,000 and 8,000 Hz.
- 2.31 “Off-highway vehicle” shall mean any vehicle not permitted to be licensed for on-road use in the State of Utah and is propelled by an engine.

- 2.32 “Owner” shall mean any person who alone or jointly and severally with others:
- 2.32.3 has legal title to any premise, dwelling, or dwelling unit with or without accompanying actual possession thereof; or
 - 2.32.4 has charge, care, or control of any premises, dwelling, or dwelling unit, as legal or equitable owner, agent of the owner, or is an executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the owner.
- 2.33 “Person” shall mean any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the State or its departments, institutions, bureau or agency thereof, municipal corporation, county, city, or any legal entity recognized by the law.
- 2.34 “Public assembly” shall mean an activity regardless of whether or not a ticket or payment of any type is required for admission.
- 2.35 “Pure tone” shall mean any sound that can be distinctly heard as a single pitch or a set of single pitches. For the purposes of this Regulation a pure tone shall exist if the one-third octave band sound pressure level, within the investigated band of the tone and frequency range, exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by:
- 15 dB for bands with center frequencies less than 160 Hz
 - 8 dB for bands with center frequencies of 160 Hz to 400 Hz
 - 5 dB for bands with center frequencies greater than 400 Hz
- 2.36 “Receiving property” shall mean any property, including an individual unit of a multi-dwelling or multi-use property, that is adversely affected by noise transmitted by another property or from another unit within the same multi-dwelling or multi-use property.
- 2.37 “Repetitive impulse sound” shall mean any impulse sound repeated at intervals such that a sound level meter set at “fast” meter characteristic will show changes in sound pressure level greater than 10 dB(A) within one second.
- 2.38 “Salt Lake Valley Board of Health” shall mean the Salt Lake Valley Board of Health as authorized by Section 26A-1-109, Utah Code Ann.
- 2.39 “Snow removal equipment” shall mean any mechanical equipment used for removing snow from land or building surfaces including snow plows, snow blowers, snow sweepers, and any spreader or applicator employed to apply a snow or ice melting product.

- 2.40 "Sound" shall mean an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with interval forces that cause compression or rarefaction of the medium.
- 2.41 "Sound level meter" shall mean an instrument that includes a microphone, amplifier, RMS detector, integrator, or time averager, output meter and weighing networks used to measure sound pressure levels.
- 2.42 "Sound pressure level" shall mean twenty times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of 20 micropascals (20 micronewtons per square meter). The sound pressure level is denoted L_p or SPL and is expressed in decibels (dB).
- 2.43 "Ultrasound" includes any sound frequency higher than 20 kHz.
- 2.44 "Z-Weighted Sound Pressure Level or dBZ or dB(Z)" shall mean the sound pressure level in decibels as measured with a sound level meter using the Z-weighted filter. Infrasound shall be measured with the Z-weighted filter.

3. GENERAL PROVISIONS

3.1 Jurisdiction of the Department.

3.1.1 This Regulation is promulgated by the Salt Lake Valley Board of Health as authorized by Section 26A-1-121(1), Utah Code Ann. and Chapter 9.04, Salt Lake County Code of Ordinances.

3.1.2 The Department is empowered to enforce this Regulation in all incorporated and unincorporated areas served by the Department as authorized by Section 26A-1-114(1)(a), Utah Code Ann. and Chapter 9.04, Salt Lake County Code of Ordinances.

3.2 The Department and local law enforcement agencies shall have enforcement responsibility for this Regulation.

3.3 Except as otherwise provided for, it shall be unlawful for any person not to comply with any regulation promulgated by the Department unless granted an express variance by the Salt Lake Valley Board of Health.

3.4 Compliance with this Regulation does not constitute a defense if charged with any environmental crime or violation of any local, state, or federal law.

3.5 Legal action taken by the Department under this Regulation does not preclude prosecution for any environmental crime that may have been committed or violation of any other local, state, or federal law.

3.6 Nothing in this Regulation affects or modifies in any way the obligations or liability of any person under any other regulation or provision thereof issued by the Department, any ordinance adopted by Salt Lake County or any municipality located within Salt Lake County, or any state or federally issued law, including common law. However, except as otherwise provided for, Departmental regulations supersede other existing local and county standards, regulations and ordinances pertaining to similar subject matter that are inconsistent.

3.7 **Severance.** If any section, sub-section, sentence, clause, or phrase of this Regulation is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Regulation.

4. SUBSTANTIVE PROVISIONS

4.1 **General Prohibition of Noise.** Notwithstanding the specific noise restrictions in Sub-section 4.7, no person shall emit, nor shall any person cause, allow, permit, or fail to control the emission of any noise source so as to exceed the maximum allowable sound pressure levels set forth in Sub-section 4.2 Tables 1a and Sub-section 4.7 Table 2 when measured from the receiving property.

4.2 **Maximum Permissible Sound Pressure Level Tables.**

Table 1a
Maximum Permissible Sound Pressure Levels (L_{eq}) Table

Receiving Property Use*	Between 10:00 p.m. and 7:00 a.m.	Between 7:00 a.m. and 10:00 p.m.
Type A	5 dBA above ambient sound not to exceed 50 dBA	10 dBA above ambient sound not to exceed 60 dBA
Type B	5 dBA above ambient sound not to exceed 55 dBA	10 dBA above ambient sound not to exceed 65 dBA
Type C	5 dBA above ambient sound not to exceed 70 dBA	10 dBA above ambient sound not to exceed 70 dBA
Type D	5 dBA above ambient sound not to exceed 75 dBA	10 dBA above ambient sound not to exceed 75 dBA

*See Appendix A referencing property use examples.

Table 1b
Maximum Permissible Sound Pressure Levels (L_{max}) Table

Receiving Property Use*	Between 10:00 p.m. and 7:00 a.m.	Between 7:00 a.m. and 10:00 p.m.
Type A & B	70 dBA	100 dBA
Type C & D	100 dBA	100 dBA

*See Appendix A referencing property use examples.

4.3 Sound Pressure Level Measurements.

4.3.1 Sound pressure level measurements shall be made with a calibrated and certified Type 2 sound level meter or better instrument as specified in the American National Standards Institute's (ANSI) publication S1.4-1983 (Reaffirmed 2001) entitled, "Specifications for Sound Level Meters", or its current successor; or the International Electrochemical Commission (IEC) class or type 1 and 2 standard 61672.

4.3.2 All sound level measurements required by this Regulation shall be taken in dBA, unless specifically measuring infrasound and ultrasound which shall be taken in dBZ.

4.4 **Infrasound and Ultrasound.** For any source of sound which emits infrasound (below 16 Hz) or ultrasound (above 20 kHz) frequencies, the sound pressure level shall not exceed 100 dBZ when measured from the receiving property.

4.5 **Pure Tone and Repetitive Impulse Sound.** For any stationary source of sound which emits a pure tone or repetitive impulse sound, the limits set forth in Tables 1a shall be reduced by 5 dBA when measured between the hours of 7:00 a.m. to 10:00 p.m. and reduced by 10 dBA for Type A and Type B property use when measured between the hours of 10:00 p.m. to 7:00 a.m.

4.6 **Non-Sound Based Vibrations.** The transmission of vibrations that are not sound based and cannot be measured by a sound pressure meter are not restricted by this Regulation.

4.7 Specific Noise Restrictions.

4.7.1 **Commercial Refuse Compactors.** No person shall operate or use, nor shall any person cause, allow, permit or fail to control the operation or use of any

commercial refuse compactor within 300 feet of a Type A or Type B property use between the hours of 10 p.m. and 7 a.m. unless the responsible party demonstrates to the Department compliance with Sub-section 4.2 Tables 1a and 1b.

- 4.7.2 **Construction Equipment and Activities.** No person shall operate nor shall any person cause, allow, permit, or fail to control the operation of any mechanical construction equipment or conduct any construction or demolition activities outside between the hours of 10 p.m. and 7 a.m. unless a permit has been issued in accordance with Section 5.
- 4.7.3 **Fireworks or Explosives.** No person shall use fireworks or other explosive devices between the hours of 10 p.m. and 7 a.m. unless the responsible party demonstrates to the Department compliance with Sub-section 4.2 Tables 1a and 1b.
- 4.7.4 **Garbage Collection.** No person shall collect garbage, waste, or refuse nor shall any person cause, allow, permit, or fail to control the collection of garbage, waste, or refuse within 300 feet of a Type A or Type B property use between the hours of 10 p.m. and 7 a.m. unless the responsible party demonstrates to the Department compliance with Sub-section 4.2 Tables 1a, 1b and Sub-section 4.7 Table 2.
- 4.7.5 **Loading/Unloading Operations.** No person shall load or unload any equipment, vehicle, box, crate, container, garbage container, or other object or open, close, or otherwise handle these objects within 300 feet of a Type A or Type B property use between the hours of 10 p.m. and 7 a.m. unless the responsible party demonstrates to the Department compliance with Sub-section 4.2 Tables 1a, 1b and Sub-section 4.7 Table 2.
- 4.7.6 **Motor Vehicles.**
- (i) No person shall operate or use, nor shall any person cause, allow, permit, or fail to control the operation or use of any motor vehicle:
 - a. Without a noise control system that meets the original specifications installed by the manufacturer;
 - b. Unless the noise control system is in constant operation and free of defects that affect sound reduction;
 - c. With any cut out, bypass or similar device which increases sound pressure levels;
 - d. When the noise control system has been modified, punctured, or rendered inoperative; and

- e. Unless the noise control system of the motor vehicle or combination of vehicles of a type subject to registration, at any time or under any condition of grade, load, acceleration or deceleration does not exceed the maximum allowable sound pressure levels set forth in Table 2 at a distance of 25 feet or more for the category of motor vehicle, based on the legal speed limit, posted or not, of the road on which such vehicle or vehicles are operated using testing methods as prescribed by the Department.

Table 2
Maximum Sound Pressure Levels for Motor Vehicles
Sound Pressure Level, dBA

	Measured at a Distance of	Speed limit 40 mph or less	Speed limit over 40 mph
Any motor vehicle with a gross manufacturer's gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,000 pounds or more or any combination of vehicles towed by such motor vehicle	25 ft.	88 dBA	94 dBA
Any other motor vehicle and any combination of motor vehicles towed by such motor vehicle	25 ft.	80 dBA	84 dBA

- (ii) **Defect in Vehicle.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation or use of any motor vehicle that emits excessive or unusual noises because of disrepair or mode of operation.
- (iii) **Dynamic Braking Devices.** No person shall operate, nor shall any person cause, allow, permit or fail to control the operation of any motor vehicle with a dynamic braking device engaged, except for the avoidance of imminent danger.
- (iv) **Motorcycles and Motorcycle Exhaust Systems.**
- a. **EPA Noise Emission Control Requirements.** No person shall cause, allow, permit or fail to control the operation or use of any motorcycle manufactured after December 31, 1982, without its required Motorcycle Noise Emission Control Label on the motorcycle vehicle itself in accordance with 40 CFR § 205.158 and on any motorcycle exhaust system as required by 40 CFR § 205.169. i. The following is an example of an EPA Noise Control Label: "This (manufacturer's name) exhaust system (serial

number) meets EPA Noise Emission Requirements of (noise emission standard) dB(A) for the following motorcycles: (list of model specific codes). Installation of this exhaust system on motorcycle models not specified may violate federal law.”

- b. **Label Tampering.** No person shall deface or allow any person to deface any noise emission control label required by federal law which is affixed to any motorcycle or motorcycle part for purposes of identifying the motorcycle or motorcycle part as a federally regulated product.
 - c. **Mismatched Mufflers.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation of any motorcycle manufactured to federal noise law standards that does not bear a label or mark on the exhaust system that matches the model specific code of the motorcycle vehicle on which the system is installed.
 - d. **Competition Motorcycles.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation of any motorcycle identified by the noise emission control label or mark as being for “competition use only” on any property other than within a motor sports facility for the purpose of participating in a practice session or racing event.
 - e. **Competition Motorcycle Exhaust System.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation of any motorcycle fitted with an exhaust system or exhaust system component identified by the noise emission control label or mark as being for “competition motorcycles only” on any property other than a motor sports facility for the purpose of participating in a practice session or racing event.
- (iv) **Motor Vehicle Repair and Testing.** No person shall repair, rebuild, modify, idle, run, accelerate, or test any motor vehicle, nor any auxiliary equipment attached to such vehicle within 300 feet of a Type A or Type B property use between the hours of 10 p.m. and 7 a.m. unless this activity complies with Sub-section 4.2 Tables 1a, 1b and Sub-section 4.7 Table 2.
- (v) **Off-Highway Vehicles.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation of any off-highway vehicle between the hours of 10 p.m. and 7 a.m. unless this activity complies with Sub-section 4.2 Tables 1a and 1b.

4.7.7 **Parking Lot or Road Sweepers.** No person shall operate, nor shall any person cause, allow, permit, or fail to control the operation of any motorized mechanical sweeper, blower or vacuum within 300 feet of a Type A or Type B property use between the hours of 10 p.m. and 7 a.m. unless the responsible party demonstrates to the Department compliance with Sub-section 4.2 Tables 1a, 1b and Sub-section 4.7 Table 2.

4.7.8 **Public Assembly.** No person shall operate, play, nor shall any person cause, allow, permit, or fail to control the operation or playing of any noise emitting device in such a manner:

(i) That the maximum sound pressure level exceeds 100 dB(A) at a point normally occupied by a patron on the premises of a public assembly unless conspicuous and legible written notification is provided to the public prior to entrance into the event stating, "WARNING: SOUND LEVELS ON THESE PREMISES MAY CAUSE HEARING DAMAGE. HEARING PROTECTION IS AVAILABLE." In the alternative, the above warning may be provided on a sign of a color and lettering design in high contrast with its background and posted where it is plainly visible at each public entrance in bold letters of at least 1 inch in height. This Sub-part shall not be construed to permit conduct prohibited by any other provision of this Regulation; and

(ii) Every public assembly with the potential of exceeding 100 dB(A) shall have readily available for public distribution, at a cost not excessive of the retail value, single-use earplugs that have a Noise Reduction Rating (NRR) of at least 20 decibels.

4.8 Exemptions.

4.8.1 In the rare event compliance causes extreme or undue hardship to a facility, business or community activity, the Department may allow the activity if the responsible party demonstrates to the Department best management practices are being applied.

4.8.2 **Emergency Events and Equipment.** Noise resulting from a response to any emergency event shall be exempt from this Regulation, including the use of emergency equipment, emergency vehicles, emergency relief valves, emergency work, and emergency power generators which provide emergency power or potable water to any hospital, health clinic, nursing home, similar facilities, or physician prescribed home based personal medical equipment as approved by the Department, where the loss of electrical power or potable water poses an immediate risk to the health, safety, and welfare of any person, or as required by federal or state law shall be exempt from this Regulation. During a power failure, other commercial or personal emergency power generators operating between the hours of 10 p.m. and 7 a.m. may reach but not exceed the

maximum day time sound pressure levels set forth in Sub-section 4.2 Table 1a and 1b when measured from the receiving property.

- 4.8.3 **Fireworks and Explosives.** Noise resulting from lawful fireworks and explosives shall be exempt from this Regulation when discharged:
- (i) For lawful mining activities between the hours of 7 a.m. and 10 p.m. the same day;
 - (ii) By the public:
 - a. Between the hours of 11 a.m. and 11 p.m. on the days allowed by statute which include July 1 through July 7 and July 21 through July 27, except that on July 4 and July 24, the hours are 11:00 a.m. to midnight;
 - b. Between the hours of 11 a.m. December 31 and 1 a.m. the following day, except when New Year's Eve falls on a Sunday and the local municipality determines to celebrate New Year's Eve on the prior Saturday; and
 - c. Between the hours of 11 a.m. on Chinese New Year's Eve and 1 a.m. the following day.
 - (iii) By a licensed display or special effects operator to conduct a professional fireworks display:
 - a. Between the hours of 7 a.m. and 10 p.m. the same day;
 - b. Between the hours of 11 a.m. and midnight on the day officially celebrated as and including July 4th and July 24th;
 - c. Between the hours of 11 a.m. and 11 p.m. for a special event sponsored by a local municipality, provided the municipality has made application and received a mass gathering permit;
 - d. Between the hours of 11 a.m. on December 31 and 1 a.m. the following day; and
 - e. Between the hours of 11 a.m. on Chinese New Year's Eve and 1 a.m. of the following day.
- 4.8.4 **Heating, Ventilation, and Air Conditioning (HVAC).** Noise resulting from the operation of a HVAC system used on or within a Type A property use, including central air conditioning units, evaporative coolers, or window cooling units, regardless of the time or frequency of operation, shall be exempt from this Regulation, provided the system is in good repair and operating within manufacturer's specifications.

- 4.8.5 **Mechanical Equipment.** Noise resulting from the use of portable mechanical equipment shall be exempt from this Regulation between the hours of 7 a.m. and 10 p.m. so long as the equipment is in good repair, performs a legitimate service, and is being used according to the manufacturer's specifications.
- 4.8.6 **Municipal Approved Event.** Except as otherwise provided for, noise resulting from a municipal approved event shall be exempt from this Regulation on the condition that the municipality shall assume responsibility for responding to any noise-related matters associated with the event approved by the municipality. The Department shall, upon request, provide noise related technical assistance to a municipality.
- 4.8.7 **Public Assembly.** Noise directly resulting from crowd noise associated with a public assembly shall be exempt from this Regulation.
- 4.8.8 **Snow Removal.** Noise resulting from the operation of snow removal equipment shall be exempt from this Regulation;
- (i) Beginning at 4 a.m. when snow has accumulated during the prior 12 hours for a Type A or Type B property use;
 - (ii) At any time for a Type C or Type D property use NOT within 300 feet of a Type A or Type B property use; and
 - (iii) At any time on any street, avenue, road, boulevard or highway by a governing entity.

5. TEMPORARY NOISE PERMIT and FEES

- 5.1 **Department Authority.** The Department has the authority to permit the requirements and restrictions of this Regulation on the basis of undue hardship or for a temporary event. The Department may prescribe any reasonable conditions or requirements upon a permit deemed necessary to minimize adverse health effects upon a community or the surrounding neighborhood.
- 5.2 **Temporary Noise Permit Requirements.**
- 5.2.1 To apply for a Temporary Noise Permit, the applicant shall complete and submit the Department-approved application form.
 - 5.2.2 Permit Duration: A Temporary Noise Permit is valid only at the location stated in the application and for the length of time approved by the Department on the application.
- 5.3 **Notice Requirements.**

5.3.1 Upon approval of any permit granted by the Department, the applicant shall notify, in writing, each dwelling and facility located within 800 feet of the event or activity, unless otherwise required by the Department, at least 48 hours in advance. The Department shall approve the content of each notice before it is distributed.

5.3.2 The notice shall contain the following information:

- (i) The name of the event or company name;
- (ii) The name of the coordinator or project manager;
- (iii) The contact phone number(s) of the coordinator or project manager;
- (iv) The name and contact phone number(s) of the on-site manager;
- (v) The address of the event;
- (vi) The specific date(s) and operating time;
- (vii) A detailed description of the activities; and
- (viii) A brief description of all measures taken to maximize the abatement of the noise emission (or to minimize the noise emission) by means of Source Reduction Practices, Best Management Practices, and Best Operational Practices.

5.4 The Department may establish and collect appropriate fees for licenses, certificates, and permits as set out in this Regulation. The Department may collect appropriate fees as set out in this Regulation for the performance of services, including plan reviews. If information on a license, certificate, or permit application changes, the applicant shall notify the Department in writing within 20 calendar days.

5.4.1 **Temporary Noise Permit Fee.** Any applicant who applies for a Temporary Noise Permit shall remit to the Department a Permit fee in the amount of \$120.

5.4.2 The Department may waive the temporary noise permit fees for governmental agencies, departments or municipalities provided compliance with all other requirements of Section 5 are met.

5.4.3 If a governmental agency, department or municipality approves an activity otherwise regulated by the Department as a temporary noise permitted activity, the Department may waive the temporary noise permit fee provided compliance with all other requirements of Section 5 are met.

5.5 Late Fees.

- 5.5.1 The Department may impose upon any party subject to this Regulation penalties and charges for failure to timely pay service and permit fees as set out in this Regulation. Attorney's fees and collection fees may also be applied.
- 5.5.2 Fees unpaid to the Department after one month of the due date will be assessed a penalty of 10% of the outstanding balance. Failure to pay the fees and additional charges after two months of the due date will be assessed an additional penalty of 15% of the outstanding balance including previous penalties. Failure to pay the fees and additional charges after 100 days of the due date will result in suspension of the permit and the right to operate. A \$40.00 charge will be assessed for each returned check.
- 5.5.3 An applicant who fails to give at least a ten (10) day notice to the Department of their intent to obtain a Temporary Noise permit shall remit to the Department a late notification fee of \$35.

5.6 Denial, Suspension, or Revocation of License or Permit. Any permit applied for or issued pursuant to this Regulation may be denied, suspended, or revoked by the Department for any of the following reasons:

- 5.6.1 Failure of the applicant to show that the temporary noise event will be held or operated in accordance with the requirements of this Regulation;
- 5.6.2 Submission of incorrect, incomplete, or false information in the application;
- 5.6.3 Failure to pay applicable fees;
- 5.6.4 The temporary noise event will be in violation of law;
- 5.6.5 Failure of the coordinator, owner, or operator at a temporary noise event to allow the Department to conduct inspections as necessary to determine compliance with this Regulation;
- 5.6.6 Operation of a temporary noise event in a way that causes or creates a hazard to the public health, safety, or welfare;
- 5.6.7 Failure to operate or maintain the temporary noise event in accordance with the application, report, plans, and specifications approved by the Department; or
- 5.6.8 Failure to comply with any provision of this Regulation.

6. INSPECTIONS & INVESTIGATIONS

6.1. To ensure compliance, the Department has the authority to perform inspections, investigations, reviews, and other actions as necessary.

6.2. **Authority for Department to Enter Premises.**

- 6.2.1. **Regulated Commercial Premises.** Upon presenting proper identification, authorized representatives of the Department may enter upon the premises of properties regulated by the Department to perform routine inspections to ensure compliance with rules, standards, regulations, and ordinances adopted by the Department, the Departments of Health & Environmental Quality, county or municipal governing bodies, or the Division of Occupational and Professional Licensing.
- 6.2.2. **Unregulated Commercial Properties.** The Department may enter upon the premises of commercial properties not pervasively regulated by the Department upon the consent of the owner or other party having legal authority or upon a court order.
- 6.2.3. **Private Dwellings.** Inspections of private dwellings are made by consent of the owner or other party having legal authority or upon a court order.
- 6.2.4. **Consent by Permit.** The Department shall require permit holders to allow access for inspections as part of their permit. Failure to allow access for inspections as set out in the permit may result in the suspension or revocation of the permit.

7. **ENFORCEMENT MECHANISMS** If the Department has investigated or inspected any property or facility and believes the property owner or other responsible party is in violation of this Regulation or the Department has other reasonable grounds to believe that there has been a violation of any part of this Regulation or that the property owner or otherwise responsible party is not in compliance with this Regulation, the Department may take civil enforcement action as authorized by statute, rule, ordinance, and regulation and may also refer the matter for criminal prosecution. Civil enforcement may involve court or administrative actions, injunctive actions, and closures and may involve cost recovery, penalties, and other remedies. Civil and criminal actions may be brought simultaneously. A person does not need to be first adjudged liable in a civil matter before facing criminal charges.

7.1. **Criminal Enforcement Actions.** The Department may recommend criminal prosecution for environmental violations either alone or in conjunction with civil enforcement. Criminal prosecutions for environmental violations of state or federal law may be filed by the District Attorney, Utah Attorney General, United States Department of Justice, or other enforcement entity. Factors that the Department may

consider in recommending criminal enforcement include the following factors and any other relevant factors:

- 7.1.1. The nature and seriousness of the offense including the immediacy of the threat of danger to the life or safety of another or the harm or threatened harm to human health or environment;
- 7.1.2. The degree to which the violation was designed to provide economic gain or cost avoidance, or involved a pattern of conduct or a common attitude of illegal conduct;
- 7.1.3. The degree to which the offender is a known violator and has avoided prior actions by the Department;
- 7.1.4. The degree to which prosecution might deter future violations;
- 7.1.5. The person's actual culpability in connection with the offense including the presence in connection with the offense including the presence of criminal intent;
- 7.1.6. The person's willingness to cooperate in the investigation including whether the violator has attempted to conceal evidence or prosecution of others;
- 7.1.7. The appropriateness of referring the case to other agencies having prosecutorial interest; and
- 7.1.8. Possibilities of civil remedies which would be more appropriate than initiating the criminal justice process.

7.2. **Civil Enforcement Actions.** The Department may request that the District Attorney bring an action to restrain or enjoin actions in violation of public health, environmental laws, and other laws or abate conditions in violation of such laws.

7.3. **Administrative Actions.**

- 7.3.1. The Department may, at its discretion, issue a Notice of Violation & Order of Compliance (NOV).
- 7.3.2. **Service of NOV.** The Department may provide notice to the owner of the property or otherwise responsible person by sending the NOV via certified mail to the last known address of the owner of the property or other responsible person. If notice is returned undeliverable, the owner of the property or other responsible person may be personally served or be given notice by other methods reasonably calculated to give actual notice to the owner or other responsible party.

7.3.3. **Contents of NOV.** The NOV shall:

- (i) Describe the property and the persons believed to be in violation;
- (ii) Describe the violation;
- (iii) Describe remedial action that will comply with the provisions of this Regulation;
- (iv) Set a reasonable time for the performance of any required remedial action(s);
- (v) Describe the procedure to contest the NOV and the time limits for such a contest; and
- (vi) Notify the owner or other responsible person that if no written contest is filed within the time required, the NOV will become final and unappealable to any administrative entity or court.

7.3.4. **Challenging an NOV.** As detailed in the SLVHD's Adjudicative Hearing Procedures, a party aggrieved by an NOV may request a departmental conference, departmental hearing, or departmental appeal in writing within ten (10) days of the date of the NOV.

7.3.5. **Departmental Conference, Settlement Agreements, and Stipulations & Orders.**

- (i) After issuance of the NOV, the alleged violator has the option to request and attend a Departmental Conference to discuss the NOV and settlement with the Department and its legal counsel. No hearing officer will be present. The process of requesting a Departmental Conference is more fully described in the SLVHD's Adjudicative Hearing Procedures.
- (ii) If the parties agree to a settlement, the Department will prepare, in conjunction with the District Attorney's Office, a binding Settlement Agreement or Stipulation & Consent Order which may require the payment of penalties and the costs of investigation. Parties may also agree to a settlement at any time subsequent to the Departmental Conference. After signing a Settlement Agreement or Stipulation & Consent Decree, the parties waive all rights to further department and court hearings or appeals. Settlement Agreements or Stipulation & Consent orders may be enforced in state courts.

7.3.6. **Hearings & Appeals.** Parties Aggrieved by an NOV may also request a Departmental Hearing or a Departmental Appeal. A hearing officer is present at

these proceedings and makes a written determination. The methods of challenging an NOV are more fully described in the SLVHD's Adjudicative Hearing Procedures. Departmental Hearing Orders and Departmental Appeal Orders may be appealed to the entities and within the time limits set out in the SLVHD's Adjudicatory Hearing Procedures.

- 7.3.7. **Failing to respond to an NOV.** If a party fails to respond to an NOV within the required time, the NOV becomes a final order unappealable to any administrative entity or court. The Department may then enforce the order in state court.

7.4. **Additional Administrative Enforcement Authority.**

- 7.4.1. Any variances allowed by the Department to the requirements of this Regulation shall be only by written approval of the Salt Lake Valley Board of Health.
- 7.4.2. **Emergency Enforcement.** If the Director finds that an emergency exists that requires immediate action to protect the public health, he or she may without notice or hearing issue an order declaring the existence of an emergency and requiring that action be taken as he deems necessary to meet the emergency. The order shall be effective immediately. Any person to whom the order is directed shall comply and abate the nuisance immediately, but may petition the Director for a hearing in accordance with the SLVHD's Adjudicative Hearing Procedures. After the hearing and depending upon the findings as to whether the person has complied with the provisions of this Regulation, the Director shall continue the order in effect or modify or revoke it. If circumstances warrant because of the seriousness of the hazard, the Department may act to correct or abate the emergency without issuance of an order or directive or without waiting for the expiration of compliance time previously given in an order.

8. **CRIMINAL, CIVIL & ADMINISTRATIVE PENALTIES**

8.1. **Criminal Penalties.**

- 8.1.1. Any person who is found guilty by a court of violating any of the provisions of this Regulation, either by failing to do the acts required herein or by doing a prohibited act, is guilty of a class B misdemeanor, pursuant to Section 26A-1-123, Utah Code Ann.
- 8.1.2. Each day such violation is committed or permitted to continue shall constitute a separate violation.
- 8.1.3. Each similar subsequent violation occurring within two years of the initial violation may constitute a class A misdemeanor.

8.2. Civil & Administrative Penalties.

8.2.1. Penalties may be included in a Settlement Agreement or Stipulation & Consent Order. Penalties may be assessed according to the following factors:

- (i) The violator's history of compliance or non-compliance;
- (ii) The violator's economic benefit of non-compliance;
- (iii) The documented costs associated with environmental or health damage;
- (iv) The violator's degree of willfulness or negligence; and
- (v) The violator's good faith efforts to comply and cooperate.

8.2.2. The Director may multiply the penalty by the number of days the violation occurred.

8.3. Recovery of Investigation & Abatement Costs.

8.3.1. The Department may recover its inspection, investigative and abatement expenses and costs from owners or other responsible person.

8.3.2. The Department may record a judgment lien on a violator's property to recover its expenses and costs.

9. EFFECTIVE DATE

9.1. This Regulation shall become effective upon its adoption by the Salt Lake Valley Board of Health.

APPROVED AND ADOPTED this _____ day of _____, 2012.

SALT LAKE VALLEY BOARD OF HEALTH

By: _____
PAULA JULANDER, Chair

ATTEST:

Gary L. Edwards, M.S.
Executive Director
Salt Lake Valley Health Department

APPENDIX A

Noise Area Classifications

Type A Property Use Activities/Examples

- Single family residential structure that does not share a common wall with residential or any other use.

Type B Property Use Activities/Examples

- All other residential use not included in Type A including but not limited to:
 - Apartment/Condominium/Twin Home/Poli-Plex
 - Group home, community living
 - Residential hotel/motel
 - Mobile home park or court
 - Transient lodging
- Correctional institution
- Medical/other health service
- Religious, Church activity
- School, Educational Institution activity
- Cultural activity and nature exhibition
- Camping and picnicking areas (designated)
- Resort, group camp
- Other cultural, recreational activity

Type C Property Use Activities/Examples

- Retail trade
 - building materials
 - hardware
 - farm equipment
 - general merchandise
 - food, eating and drinking, other recreation (bar, discotheques, clubs)
 - automotive & accessories, gas stations
 - marine craft & accessories
 - aircraft & accessories
 - apparel & accessories
 - furniture, home furnishings and equipment
- Other retail trade
 - Finance, insurance, and real estate services
 - Personal services
 - Business services
 - Repair services
 - Legal services

- Other professional services
- Contract construction services
- Governmental services (except correctional institutions)
- Miscellaneous services (except religious activities)
- Amusements (except fairgrounds and amusement parks)
- Parks
- Automobile parking

Type D Property Use Activities/Examples

- Food and kindred products - manufacturing
- Textile mill products - manufacturing
- Apparel & other finished products made from fabrics, leather & similar materials - manufacturing
- Lumber and wood products (except furniture) – manufacturing
- Furniture and fixtures - manufacturing
- Paper and allied products- manufacturing
- Printing, publishing, and allied industries
- Chemicals and allied products – manufacturing
- Petroleum refining and related industries
- Rubber and miscellaneous plastic products – manufacturing
- Stone, clay, & glass products – manufacturing
- Primary metal industries
- Fabricated metal products - manufacturing
- Professional, scientific, and controlling instruments, photographic & optical goods, watches and clocks - manufacturing
- Miscellaneous manufacturing (except motion picture production)
- Railroad, rapid transit, and street railway transportation (except passenger terminals)
- Motor vehicle transportation (except passenger terminals)
- Aircraft transportation (except passenger terminals)
- Marine craft transportation (except passenger and freight terminals)
- Highway and street right-of-way Communication (except telegraph message centers)
- Utilities
- Other transportation, communication & utilities (except transportation services and arrangements)
- Event and entertainment venues
- Race tracks
- Fairgrounds and amusement parks
- Agricultural
- Agricultural and related activities
- Forestry activities and related services (including commercial forest land, timber production, and other related activities)
- Fishing activities and related services
- Mining activities and related services
- Other resource production and extraction

- All other activities not otherwise listed
- Undeveloped and unused land area (excluding noncommercial forest development)
- Noncommercial forest development
- Water areas
- Vacant floor area
- Under construction
- Other undeveloped land and water areas
- All other property uses not previously identified



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 goals. 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.

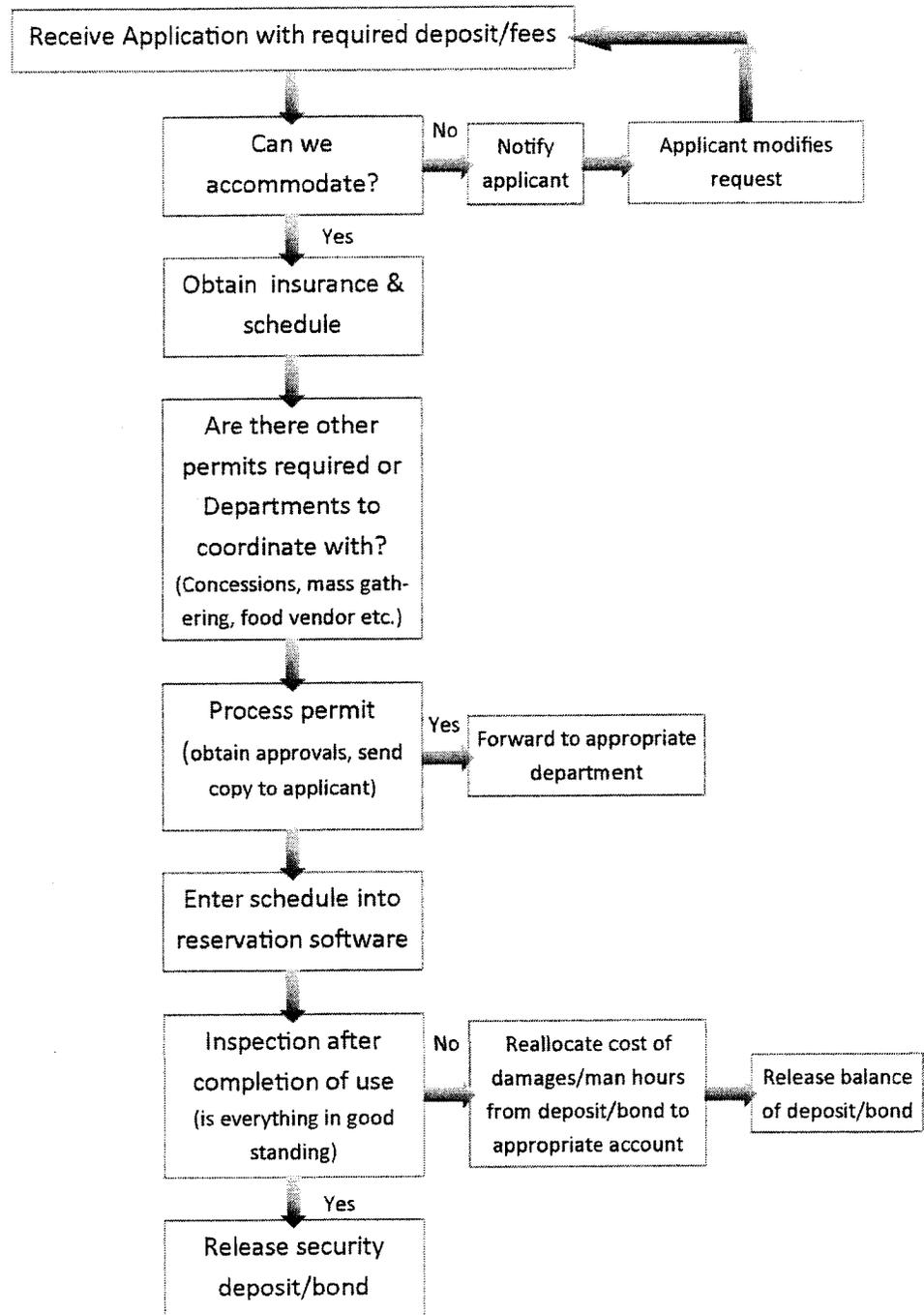
1. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount.
2. The Responsible Person shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from any and all claims 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

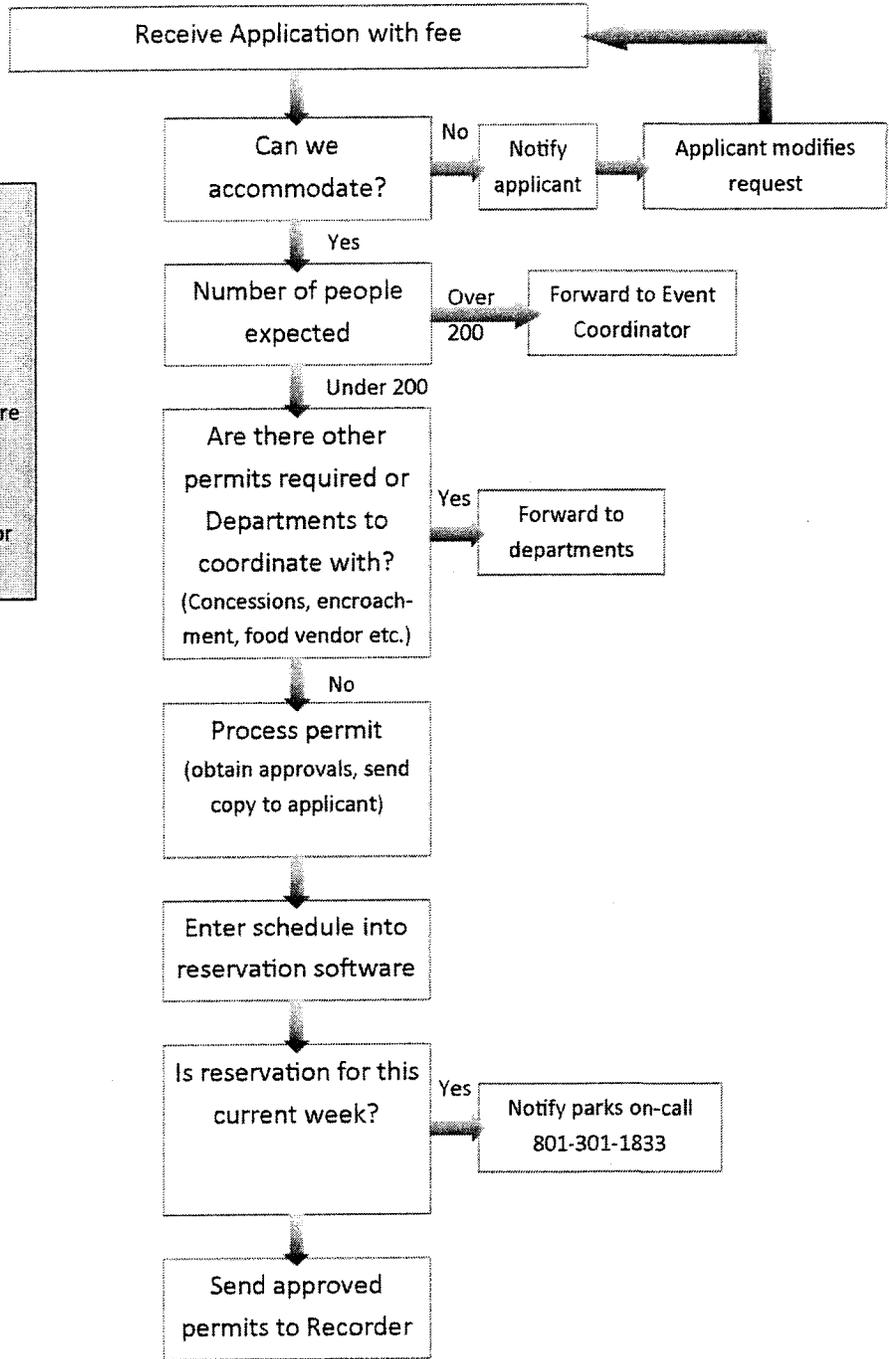




Reservation Flow Chart

Park Pavilions

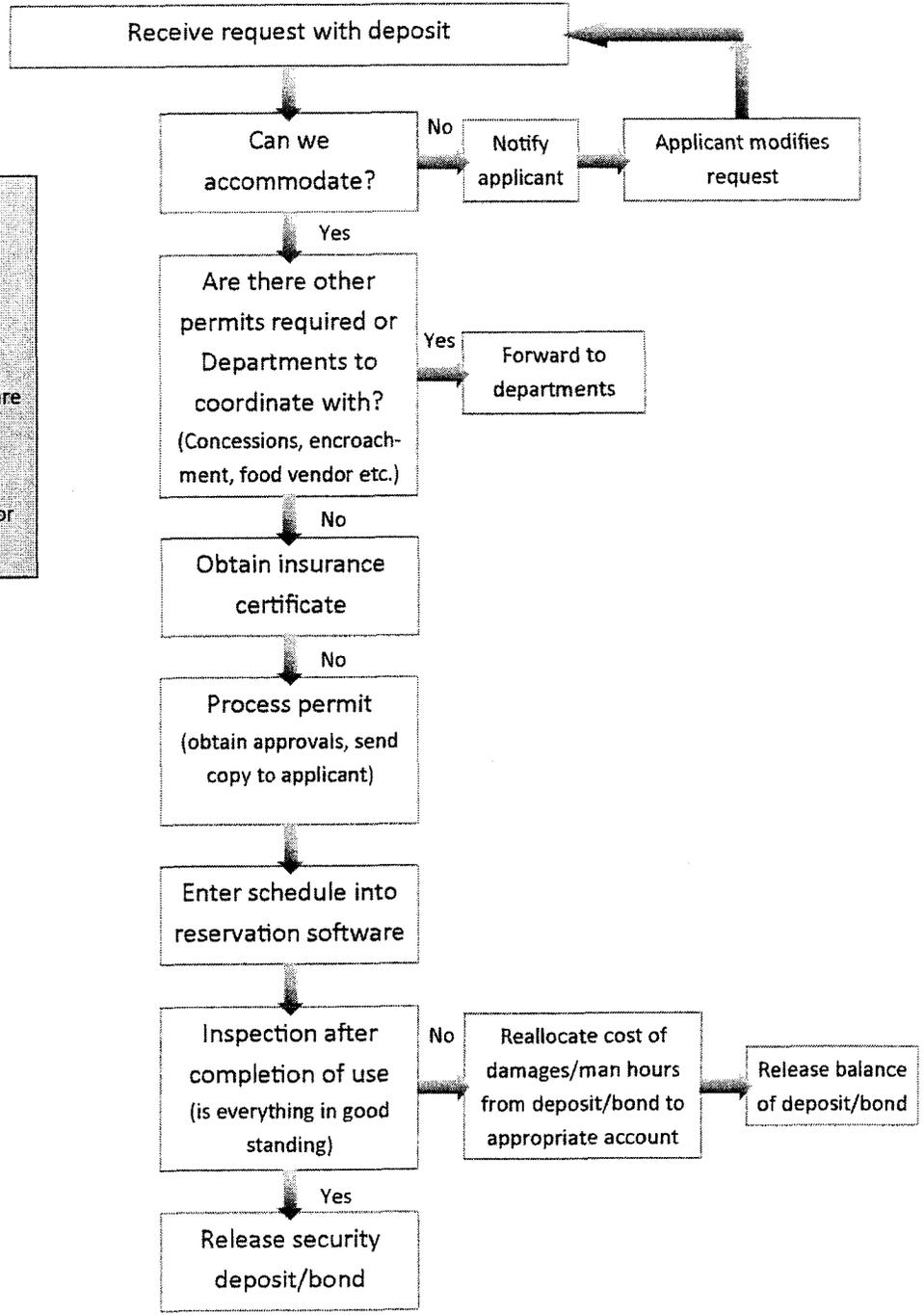
- REMINDERS:**
- Water availability is limited to drinking fountains only
 - Table covering and additional trash bags are recommended
 - Vehicles **ARE NOT** allowed on sidewalks or grass at any time





Reservation Flow Chart Inflatables / bounce houses

- REMINDERS:**
- Water availability is limited to drinking fountains only
 - Table covering and additional trash bags are recommended
 - Vehicles **ARE NOT** allowed on sidewalks or grass at any time



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)			
Address, City, State, Zip						
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:	

Organization Name:

Expiration Date:

Issue 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 <small>(West Jordan Youth Clubs receive 50% off)</small>	\$600 Main arena with a maximum usage of 28 sessions <small>Additional sessions: Main Arena \$25</small> \$450 Practice arena with a maximum usage of 28 sessions <small>Additional sessions: Practice Arena \$15</small>	
Nonprofit Riding Club <small>(West Jordan Youth Clubs receive 50% off)</small>	\$300 Main arena with a maximum usage of 28 sessions <small>Additional sessions: Main Arena \$20</small> \$225 Practice arena with a maximum usage of 28 sessions <small>Additional sessions: Practice Arena \$15</small>	
Special Event <small>(West Jordan Youth Clubs receive 50% off)</small>	\$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 <small>(West Jordan Youth Clubs receive 50% off)</small>	\$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)																												
Is activity reoccurring? YES NO If YES: Start Date: End Date:																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">From</th> <th style="width: 50%;">To</th> </tr> </thead> <tbody> <tr><td>Monday</td><td></td><td></td></tr> <tr><td>Tuesday</td><td></td><td></td></tr> <tr><td>Wednesday</td><td></td><td></td></tr> <tr><td>Thursday</td><td></td><td></td></tr> <tr><td>Friday</td><td></td><td></td></tr> <tr><td>Saturday</td><td></td><td></td></tr> <tr><td>Sunday</td><td></td><td></td></tr> </tbody> </table>						From	To	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday		
	From	To																										
Monday																												
Tuesday																												
Wednesday																												
Thursday																												
Friday																												
Saturday																												
Sunday																												
Date(s) of activity if not reoccurring:																												
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. 																												
<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>																												
Issue Date:	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 kindles 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)		
	Alternate Representative: (Last)		(First)		
	Address, City, State, Zip				
	Phone:		E-mail		
	Date(s) of Event		Estimated Attendance		
	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					
Expiration Date:	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! 					
<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>					
Issue Date:	Signature:		Print Name:		Date:
	Admin Signature:		Julie Brown, Events Coordinator		Date:
	Department Signature:		Name/Title		Date:

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

<http://www.wjordan.com/Files/Finance/Fee%20Schedule%20Approved%20July%2011,%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)	Large Pavilion Groups under 200 \$140 Groups over 200 \$300	Small Pavilion \$100 \$200
Setup/Cleanup	\$25/hr per worker with 2 hr. min. Groups over 200 \$150 min. plus a \$500 surety deposit	
Field Rental	\$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)	Main Arena - Per Season \$600 up to 28 sessions Additional session - \$25 each	Practice Arena - Per Season \$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)	Main Arena - Per Season \$300 up to 28 sessions Additional session - \$20 each	Practice Arena - Per Season \$225 up to 28 sessions Additional session - \$10 each
Special Events (West Jordan youth groups - 50% off)	Main Arena - Per 8 hrs \$400 Ticketed events, fee per ticket (in add'n to rental fee) \$1.50	Practice Arena - Per 8 hrs \$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 Rental League Sports	Resident Adult: \$15 per hour per field *(Adult play is NOT allowed on the West Jordan Youth Soccer Complex fields)	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: _____