



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Kevin Graves • Vice-President – Bill Mayer • Director – Bill Pease • Director – Robert Leete • Director – Bryon Gutow

**NOTICE OF THE REGULAR MEETING
OF THE PARKS AND RECREATION COMMITTEE
OF THE TOWN OF DISCOVERY BAY
WEDNESDAY, December 19, 2018
STANDING PARKS AND RECREATION COMMITTEE REGULAR
MEETING 3:30 P.M.
Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

Parks and Recreation Committee Board Members

*Chair Bill Pease
Vice-Chair Chris Steele*

A. ROLL CALL

1. Call business meeting to order 3:30 P.M.
2. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Committee on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Committee for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Committee only. Any clarifying questions from the Committee must go through the Chair. Comments from the public do not necessarily reflect the view point of the Committee members.

C. DRAFT MINUTES TO BE APPROVED

1. October 17, 2018 Parks and Recreation DRAFT meeting minutes.

D. DISCUSSION ITEMS

1. Update on the Lighting and Landscape Zone Strategies.
2. Discussion Regarding Updates to the Park Rules and Regulations Policy 012.
3. Discussion Regarding New and Updated Park and Recreation Forms.
4. Discussion Regarding a Bob Abbadie Memorial Dedication.
5. Discussion Regarding Front Entrance Lighting and Landscaping.

E. FUTURE DISCUSSION/AGENDA ITEMS

F. ADJOURNMENT

1. Adjourn to the next Standing Parks and Recreation Committee meeting at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Gold-Level of Governance

President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE REGULAR MEETING
OF THE PARKS AND RECREATION COMMITTEE
OF THE TOWN OF DISCOVERY BAY
WEDNESDAY, October 17, 2018
STANDING PARKS AND RECREATION COMMITTEE REGULAR
MEETING 3:30 P.M.
Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

Parks and Recreation Committee Board Members

*Chair Bill Pease
Vice-Chair Chris Steele*

A. ROLL CALL

1. Call business meeting to order 3:30 P.M. – By Chair Pease.
2. Roll Call – All Present with the exception of Vice-Chair Steele.
3. Vice-Chair Steele arrived at 3:35 p.m.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. DRAFT MINUTES TO BE APPROVED

1. August 15, 2018 Parks and Recreation DRAFT meeting minutes – Approved.

D. DISCUSSION ITEMS

Chair Pease – Moved Discussion Item No. 5 to the first item for discussion.

1. Update regarding the Dog Park Improvements.

Parks and Landscape Manager Miller – Provided an update regarding the Dog Park improvements related to the fence line and slope, in the process of taking proposals for the asphalt removal, top soil, and sprinklers. There was discussion regarding the Dog Park improvements.

There was Public Comment Regarding:

- Fund Raising for the Dog Park Improvements from residents of Discovery Bay. There was discussion regarding donations from other organizations and in the past donation checks have been presented during a Board Meeting
- Illness of dogs and mosquitos from the drinking water (pond). There was discussion regarding the water and recommendation to attend a meeting held by Reclamation District 800.

The discussion continued regarding the Dog Park improvements - fence, picnic table, receptacle for the bags, and money raised along with cost for the improvements.

Chair Pease – Stated that the recommendation to Staff is to schedule a Special Workshop and bring items from that workshop to the full Board for final decisions regarding the improvements.

2. Discussion regarding the Recreation Services Department Annual Report.

Recreation Programs Supervisor Kaiser – Provided the details regarding the Recreation Services Department Annual Report. There was discussion regarding the Bridge Players being charged.

General Manager Davies - The recommendation from the Committee is that the Board approve the Recreation Services Department Annual Report and to correct Bridge Players fee waiver amount as needed.

3. Discussion regarding Annual Recreation Fee Increases.

Recreation Programs Supervisor Kaiser – Provided the details regarding the Annual Recreation Fee Increases. There was discussion regarding annual fee increases and to review the fees with Legal Counsel.

4. Discussion regarding the Addition of a “Community Event” Category to the Rental Fee Structure. Recreation Programs Supervisor Kaiser – Provided the details regarding the addition of a Community Event category to the Rental Fee Structure. There was discussion regarding the “Community Event” Category to the Rental Fee Structure and to move forward with the new category.
5. Discussion regarding the Additional Striping of the Community Center Parking Lot. Recreation Programs Supervisor Kaiser – Provided the details regarding the additional striping of the Community Center parking lot. There was discussion regarding the red zones of the parking lot. The recommendation from the Committee is to move forward with presenting to the full Board at this evenings meeting.
6. Update regarding the Swimming Pool Renovations. Parks and Landscape Manager Miller – Provided an update regarding the Swimming Pool renovations. There was discussion regarding the projected schedule for completion, crack in the pool, discussion regarding the possibility of a larger pool with the contractor (cost for a competition size pool), and if needed schedule a Special meeting to present to the Board.
7. Update regarding the Front Entrance Improvements. Parks and Landscape Manager Miller – Provided an update regarding the Front Entrance improvements and the bids received. There was discussion regarding the bid packages and the timeframe for the project. The discussion continued regarding Holiday decorations at the Front Entrance.

E. FUTURE DISCUSSION/AGENDA ITEMS

F. ADJOURNMENT

1. The meeting adjourned at 4:32 p.m. to the next Standing Parks and Recreation Committee meeting at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 10-22-18

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park Rules and Regulations	Policy Number: 012
Date Established: April 20, 2011	Date Amended: December 19, 2018	Resolution: 2013-13

GENERAL INFORMATION

These Rules and Regulations shall apply to all Town of Discovery Bay Community Services District's (District) owned or maintained Parks and common areas.

PARK HOURS

Park hours shall be based upon the amount of light available for the safety of park users. Closing hours are one-half hour after sunset to one-half hour before sunrise on the following day.

When the parks are closed, lighted pathways may be used for traveling from one location to another; however, loitering on any pathway, park area or parking lot after the park is closed is prohibited.

No person may enter, loiter or remain, or allow or maintain a motorized vehicle, bike or skateboard, in any park after the park is closed for public use. No vehicle may be left overnight for any reason, without the authorization of the General Manager or his/her designee.

PARK USE

In general, park use is on a first come, first served basis. However, reservations are strongly encouraged and are required for all sports leagues, organizations, groups over 50, or any time a user intends to bring inflatable play equipment into any Park.

Any user who has made a reservation has priority over a user that has not made a reservation.

Individuals or groups wishing to make a reservation must be at least 18 years of age. Applications must be submitted to the Community Center office a minimum of five (5) days in advance of their scheduled event.

To reserve an area in one of the Parks, the following process must be followed:

1. The user must obtain a packet from the Community Center which includes the following:
 - a. Park Usage & Rental Policy
 - b. Park Reservation & Rental Fee Schedule
 - c. Park Reservation & Use Permit Application

2. All Fees and Deposits must be paid to the Community Center at time of rental

All terms and regulations of the "Park Usage & Rental Policy" shall apply to reservations.

IV. ATHLETIC FIELDS (BASEBALL & SOCCER)

In general, the use of all baseball and soccer fields will be governed by "Memorandum of Understanding (MOU)" which is negotiated annually with specific user groups.

When a field is not scheduled for use under a League or Organization agreement (MOU), it is available for public use. Reservations for day use can be made at the Community Center.

All users will adhere to the "Rainy Day" policy where if it has rained anytime in the three-hour period prior to scheduled field use, all activity shall be canceled. If rain begins during field use and continues for thirty minutes, all activity shall be canceled. Additionally, if the field is obviously too wet or in a condition where practice or active play would damage the field or turf, such practice play shall be postponed until the field has dried out to a point where footprints will not make a lasting impression. Users may reschedule their event or receive a refund if they have been rained out.

Users may not use fences for backstops, goals, or the like, which may cause damage.

V. BASKETBALL COURTS

For safety reasons, open-toe shoes or sandals are not permitted.

Hanging from the basketball rims and slam dunking is not permitted.

All disputes and disagreements shall be handled in a calm manner. Fighting or loud, abusive language is prohibited and will lead to removal from the courts.

When players are waiting, the following rules apply:

1. Games are played to 11 points, with each basket being worth 1 point.
2. Winning teams may remain on the court until they lose.
3. Full court games take precedence over half-court games; however, if a half-court game is in progress, full court games must wait for the current game to finish before taking court.
4. If the winning team of a half-court game does not wish to play full-court, they must leave the court.

VI. TENNIS COURT

For safety reasons, tennis shoes must be worn at all times.

Courts are to be used for Tennis or Tennis-like sports, ONLY. All other equipment is strictly prohibited.

Tennis courts may be reserved at the Community Center on a first come, first served basis.

Players holding reservations have priority use of the Tennis Courts; however, if the reservation holder arrives late (20 minutes) or more, the reservation is forfeited. When operating on a first come, first served basis, one user cannot hold a court while waiting for another. All users must be present to secure a court.

When players are waiting, the following rules apply (except in the circumstance of a reservation):

1. Users already in play on the court may finish their match.
2. Singles matches may not exceed 1 hour.
3. Doubles matches may not exceed 1 ½ hours.
4. Once a match has been completed, the players must give use of the court to waiting users.

No animals are allowed on the court or inside the tennis area.

Persons not abiding by the above rules may be denied permission to use tennis courts in the future. No alcohol or food allowed on tennis courts.

VII. SPLASH PAD

The Splash Pad is unsupervised and subject to the following rules of use:

1. All persons using the facility do so at their own risk.
2. All children must have adult supervision at all times.
3. Swim suits and/or appropriate attire must be worn at all times.
4. Footwear/sandals are strongly recommended.
5. Food and/or beverages of any kind are not allowed on the Splash Pad.
6. No glass containers or breakable objects are allowed on the Splash Pad.
7. No skateboards, roller blades, bicycles, and/ or scooters are allowed on the Splash Pad.
8. Dogs/pets are not allowed on the Splash Pad.
9. Swim diapers are required for all non-toilet-trained users.
10. Roughhousing or violent play is prohibited.
- 11. The Splash Pad is not available for reservation.**

Operations Hours will vary depending on temperature, time of year, budget availability and safety concerns.

VII. SWIMMING POOL

General Pool Rules

1. All users over the age of 2 entering the pool facility must pay an entrance fee.
2. Swimmers must shower before entering pool.
3. All users will comply with the direction of the Lifeguard(s) and/or Aquatics Staff. Failure to comply will result in dismissal from the facility.
4. Users will limit their conversations with the Lifeguards. General questions should be directed to Aquatics Staff in office.
5. Users shall not block the view of a Lifeguard.

6. Food and drinks may be consumed on lawn areas inside or surrounding the pool area; No food or drinks of any kind will be allowed on the pool deck.
7. No glass containers are allowed within the pool area.

Children under thirteen years of age must be accompanied by a responsible person over the age of 18.

Children six years of age and under must remain within arm's reach of the adult, in or out of the water, at all times.

Children between the ages of 13 and 18 need not be accompanied by a responsible person over the age of 18, provided their parent/guardian signs a Town approved waiver in the presence of Aquatics personnel.

Attire

All swimmers must wear a bathing suit. Only clean bathing suits are allowed in the pool.

Rash guards that are loose are permitted in the water for sun protection purposes only.

Clothing with metal zippers, snaps, buckles or buttons are not permitted.

Street clothing including T-Shirts, basketball shorts, cut-offs, bike shorts, leotards, etc. are not allowed in the water.

Infants and Toddlers must wear swim diapers under their swimsuits.

Conduct and Safety

1. No running in the pool area.
2. No roughhousing inside the pool area, showers or locker rooms.
3. No person shall hang on the back of another person.
4. No floatation devices (water wings, inflatable tubes, etc.). Only US Coast Guard approved lifejackets that have been inspected by Aquatics personnel are allowed. An adult must be supervising the child at all times.
5. No profanity.
6. Animals are not permitted in the pool area.
7. Swimmers may be required to demonstrate, to a lifeguard, that they can swim one width of the pool to be eligible to swim in the deep end.

Operations hours will vary depending on temperature, time of year, budget availability and safety concerns.

IX. ANIMALS WITHIN THE PARK

No person owning, possessing, harboring or controlling any animal shall allow such animal to be at large. In the case of a dog, at large means "not under effective restraint by a leash". In the case of animals other than dogs, at large means "not in the immediate presence or under their effective control of such person, in any place or position with the capacity to injure persons or property, or fights, bites or causes harm to any other animal or person".

It shall be the responsibility of persons having charge of any animal to collect and dispose of excrement deposited in any public park/area.

No animal may enter or remain within any park area reserved for children or enter any play apparatus area.

No animal may be left unattended.

With the authorization from the District's General Manager, or his/her designee, animals may be brought onto public parks or facilities for the purpose of animal shows, exhibits, festivals and the like.

All park users are subject to Contra Costa County Ordinances relating to animal control services. Violations may be reported directly to Contra Costa County Animal Services at (925) 608-8400.

X. DOG PARKS

Dog parks are only those areas designated as such by the District Manager and clearly marked by signs and fencing.

1. PRESENCE IN THE DOG PARK IS AT YOUR OWN RISK - Owners are legally responsible for the actions and behavior of their dog(s) at all times.
2. Dog owners must be within the dog park and supervising their dog at all times.
3. Leashes must be removed once inside the dog park; however, the owner must always have a leash readily available at all times.
4. There is a limit of three (3) dogs per person per visit.
5. Dog waste must be cleaned up immediately by the dog's owner and properly disposed of. It is the owner's responsibility to have sufficient waste bags available for this purpose.
6. All children under the age of 13 must be accompanied by an adult.
7. Pet treats and food are not allowed in the dog park.
8. No smoking or glass containers are permitted on the property.
9. Dog park hours at the Community Center coincide with Community Center hours.
10. No bicycles, skateboards, roller blades or motorized vehicles allowed.
11. Dogs must remain leashed at all times when outside the dog park.
12. No aggressive dogs allowed. Aggressive dogs shall be leashed and removed immediately.
13. Dogs in heat, sick dogs, and puppies under 4 months of age are not allowed.
14. All Dogs must wear a collar with a current rabies tag and identification.
15. Excessive barking is not allowed. Dogs should be under voice control by their owner.
16. Owners are to fill any holes their dog digs.

Persons who fail to comply with these rules are subject to immediate ejection from the Dog Park and may have further use of the dog park denied.

XI. AUTOMOBILES, BICYCLES AND OTHER CONVEYANCES

Unless specifically authorized, no person shall drive or propel any automobile, truck, motorcycle, motor scooter, motorized skate board or scooter, or any other motor or electric powered vehicle or other conveyance within any park, except on the roads, driveways and/or parking lots provided and designated by the District General Manager or his/her designee for such use. Wheelchairs are an exception.

Parking overnight in any park parking lot is prohibited.

No person shall park any vehicle on any lawn or planted area in any park, unless specifically authorized by the District's General Manager or his/her designee.

No person shall wash, grease, service or repair any vehicle in public park areas unless authorized by the District's General Manager.

No motor vehicle or other conveyance shall be parked in any other area than an established or designated parking area.

Persons shall not ride or drive any horse or other animal within parks or common areas, unless authorized to do so by the District's General Manager or his/her designee.

Persons riding bicycles, skateboards or skates may ride upon the designated improved park road or pathway (asphalt or concrete) only, and then only when operated in a safe manner and yielding to pedestrians. Tricks and exhibitions, including grinding, jumping starts and rails on benches, are strictly prohibited.

Caution and courtesy shall be followed when riding bicycles, skateboards or roller skates within any public park.

XII. FIRES, CAMPFIRES AND BARBEQUES

Fires, campfires, and barbecues (BBQ) shall be permitted only in grills already provided in the park and may not be left unattended. Fuel shall be of such types and fires kindled in such a manner as to prevent the danger of fire in the surrounding vegetation. No personal BBQ's are allowed unless specifically authorized by the District's General Manager or his/her designee.

Before leaving the premises, a park user starting a fire in an authorized place shall be responsible for assuring that the fire is thoroughly extinguished. Used coals, fuel or other flammable material used to cook should be left on the grill provided in the park and should not be dumped into garbage receptacles, bushes or on any lawn area.

XIII. USE OF INFLATABLE PLAY EQUIPMENT

The District requires any user or operator, who intend to bring inflatable play equipment into the park provide the District with a Certificate of Liability Insurance showing valid liability coverage in the amount of \$1,000,000. A separate additional insured endorsement must be submitted listing the "Town of Discovery Bay CSD, its officers, officials, employees, and volunteers" as additional insured on the policy. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Inflatable play equipment may only be operated in areas specifically designated by the District.

Power sources are not available at Ravenswood Park or the Community Center BBQ area. Generators may be used only with District authorization, and only between the hours of 10am and 6pm.

XIV. GOLF, ARCHERY AND HORSESHOES

No person shall play or practice golf, archery or horseshoes, except in designated areas.

XV. MODEL AIRPLANES, CARS AND OTHER SIMILAR DEVICES

No person shall fly model airplanes, drones or operate gas powered model cars, vehicles, or other similar gas powered remote controlled devices within the grounds of any District park.

Battery powered remote controlled vehicles or devices may be used, but in a courteous manner, yielding to pedestrians and other park users.

XVI. RESTROOM USE

All persons shall cooperate in maintaining restrooms in a neat and sanitary condition.

XVII. ALCOHOL

No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within a park area (reserved or not).

Violation of this regulation shall be grounds for immediate removal from any park area, citation by the Contra Costa County Sheriff's Department, and revocation of future use and reservation privileges.

XVIII. DISORDERLY CONDUCT PROHIBITED

Public parks are for the enjoyment and benefit of those persons who desire to use the facilities in an orderly manner. Disorderly conduct, including the following, is prohibited:

1. Use of language which is offensive and likely to provoke an immediate violent reaction, including playing music which would do the same.
2. Throwing of rocks, stones or other missiles, likely to cause damage to any person, property, or animal. Use of typical play equipment, such as a Frisbee or baseball, shall be allowed so long as it does not endanger other park users.
3. Carrying firearms or other dangerous weapons in the park, that is potentially dangerous to human safety and wildlife, other than police officers in the discharge of their duties. Weapons prohibited under this section include, but are not limited to: firearms, any gun, pistol, bow and arrow, slingshot, or any type of object or device capable of propelling a projectile, knives (other than pocket or kitchen knives for the purpose of preparing or serving food), daggers, and martial arts weaponry, axes or machetes.
4. Possess, sell, display or discharge any fireworks or firecracker of any sort, except with explicit written authorization from the District General Manager and the East Contra Costa Fire Protection District.
5. Playing any game of chance, or operating any gaming table or instrument, or equipment designed for such game of chance.
6. Aggressive behavior, such as pushing, shoving, or intentionally walking/riding close to another while walking, running, riding a bicycle, scootering, skateboarding, or roller/in-line skating.
7. Begging or soliciting contributions or subscriptions.
8. Climbing upon or tending to deface any wall, fence, shelter, building, structure or other public facility or equipment.

9. Appearing unclothed or in such attire, costume or clothing as to be exposed to public view.

Persons who are disorderly or publicly offensive to other park users or nearby residents shall be asked to cease such activity, and upon failure to do so, may be required to leave the park.

XIX. EXCESSIVE NOISE PROHIBITED

No person shall make excessive noise that distracts or disturbs park patrons or nearby residents.

XX. SELLING AND ADVERTISING

No person shall sell, offer for sale, or give away any goods, wares or merchandise, or services (including training courses) within any park without having obtained authorization from the District's General Manager or his/her designee.

No person shall affix, cause to be posted or affixed to any tree, shrub, plant, fence, building, structure, monument, wall apparatus, post, bridge, bench, gate or other physical object, any handbill, circular, booklet, card, pamphlet, sheet, poster or written or printed notice advertising any commodity, article, merchandise, business activity, person, or thing within any public park without the prior authorization of the District's General Manager or his/her designee.

XXI. EMERGENCIES

In an emergency or when the District's Board of Directors shall determine that the public interest, or public health, or public safety demands such action, any park, or any part or portion thereof, may be closed to the public and all persons may be excluded there from until the District's Board of Directors or emergency personnel shall determine that public use of the park or the portion thereof may be properly resumed and orders the park or portion of thereof reopened to public use.

XXII. EXHIBITIONS, EVENTS, FESTIVALS, MEETINGS & ASSEMBLIES

Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement, or a function, business meeting, assembly, demonstration or any large gathering (with the exception of a parade) where the expected attendance is 50 people or more occupying the park at any one time, must first obtain permission from the District's General Manager or his/her designee.

All requests for authorization under this section must be submitted no less than 60 days prior to the event to allow District staff time to prepare for the event.

Groups of any size requiring the assistance from the District (i.e. street barricades, etc.) must make a request in writing to the District at least 60 days prior to the event and may be required to reimburse the District for costs incurred as a result of the event. The District's General Manager or his/her designee may waive these requirements on a case-by-case basis.

Users wishing to stage or disperse a parade in a park and who have the necessary permit from the District are exempt from the requirements of this section.

XXIII. CAMPING

No person shall camp, lodge, erect a tent, or other temporary structure overnight in any public park without the authorization of the District's General Manager or his/her designee.

XXIV. CARE AND MAINTENANCE OF THE PROPERTY

All refuse and debris within the park area shall be deposited within the appropriate can or receptacle provided. When a can or receptacle is not provided or is full, users must remove their refuse or trash from the park and properly dispose of it elsewhere.

No person shall cut, break, injure, tamper with, deface, remove or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign, regulations, structure, apparatus or property; or climb any tree or wall, stand or sit upon monuments, bases, fountains, railings, fences, or any other property not designated for such purposes, nor shall persons hitch a horse or other animal to any tree or structure.

No person shall construct or erect any building, run or string any public service utility except by special written authorization.

No person shall wear footwear that will damage, injure, or create the need for excessive maintenance on any field, court, deck, floor, turf, or specialized surface prepared for particular games or activities.

Only persons authorized by the District shall perform any work in or upon the park. Work, such as taking up or replacing soil, turf, ground, pavement, structures, trees, shrubs, plants, or flowers, shall be performed solely under the authorization of the District's General Manager or his/her designee.

No person shall use a park or any portion of the park when posted by the District as being closed for any reason, including, but not limited to when the park or portion thereof is closed for repairs or maintenance.

No user may engage in graffiti, tagging, or other defacing of District property or the property of others.

No person shall place or dump any foreign material including dirt, rocks, grass clippings, building materials, bottles, cans or anything similar on or within all parks and common areas.

XXV. CONDITIONS AND LIMITATIONS

Entry into the parks including reservations issued under the provisions of this chapter are subject to such reasonable conditions as the issuing body may deem necessary in order to ensure that the proposed use will be compatible with the general use of the park. Such conditions may include, but are not limited to the following:

1. Limitations on the times during which the proposed use will be permitted;
2. Limitations on the locations at which the use will be permitted;

3. Limitations on the number of people that will be permitted to participate in a use given a location;
4. Requirement that the applicant furnishes a CERTIFICATE OF LIABILITY INSURANCE showing valid liability coverage in the amount of \$1,000,000. A separate ADDITIONAL INSURED ENDORSEMENT must be submitted listing the “Town of Discovery Bay CSD, its officers, officials, employees, and volunteers” as additional insured on the policy. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.
5. Requirement that the applicants furnish private patrol or security where the nature of the use will impose undue burdens on the sheriff services of the District;
6. Requirement that the applicants provide temporary sanitary facilities, trash containers, etc.
7. Require that the applicant post fees, deposits, or other security to cover the extraordinary costs which may be incurred by the District as a result of the proposed use.

No conditions imposed under these Rules and Regulations shall unreasonably interfere with the rights of individuals to express themselves or assemble, provided, however, that such activities shall be subject to such reasonable regulations so as to ensure the rights of the people to use their public parks shall not be unreasonably impaired. All users shall comply with all park rules and regulations unless otherwise specifically exempted there from.

END



TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

FACILITY RENTAL & USE PERMIT APPLICATION

REQUESTED LOCATION

COMMUNITY CENTER

- Art Room, Maximum Occupancy 35
- Multi-Purpose Room, Maximum Occupancy 35
- Entire Community Center (Indoors Only)
- Entire Community Center (Indoors/Outdoors) Including the use of the Pool
- Entire Facility (Indoors/Outdoors) Without use of the Pool
- Tennis Courts Number of Courts: _____ Court No. 1 2 5 6 7 8
- Swimming Pool
- Outdoor Only including use of the Pool
- Event Lawn Area
- BBQ Area
- Entire Area Large Area Only Individual Table
- Use of TODB Equipment (501c3 Only. Upon approval. Fees may apply)

CONTACT INFORMATION

Name/ Organization: _____

Address: _____ E-mail: _____

Main Contact: _____ Phone Number: _____

Secondary Contact: _____ Phone Number: _____

EVENT INFORMATION

Date Submitted: _____ Event Date: _____

Event Type: _____ Estimated Attendance: _____

Set up Times: ____ to ____ Actual Event Times: ____ to ____ Take down/Clean-up: ____ to ____

- Will food be served? Yes No If yes, by whom? _____
- Will there be decorations? Yes No If yes, describe: _____
- Will alcohol be served? Yes No
- Will alcohol be sold? Yes No
- Will the event be open to the public? Yes No
- Will an admission fee be charged? Yes No If yes, purpose of fee: _____

****ALCOHOL IS NOT ALLOWED WITHOUT ALCOHOL PERMIT APPLICATION APPROVED BY THE GENERAL MANAGER ****

****PLEASE NOTE THAT WE ARE NOT A BANQUET FACILITY AND DO NOT HAVE A KITCHEN****

FEE(S) / DEPOSIT(S) / CANCELLATIONS

The rental fee and deposit are due the day you make your reservation. The rental fee may be paid by Visa, Mastercard, check or money order. The deposit is required to be paid separately from the rental fee by check or money order made payable to the "Town of Discovery Bay CSD."

Cancellation for indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

There is a CANCELLATION PROCESSING FEE on ALL cancelled reservations. The processing fee is equal to 50% of your Rental Fee, or \$35; whichever is less.

Applicant Signature: _____ **Date:** _____

WAIVER, RELEASE & INDEMNITY AGREEMENT

Waiver, Release and Indemnity Agreement: The person signing this Agreement warrants that he/she has the authority to execute this Agreement or on behalf of the Organization/Group and that he/she or the Organization/Group will be bound to the terms of the Agreement by such signature. I hereby understand this application is to request usage of a Facility and accept personal responsibility for damage sustained and/or cost incurred by the Town of Discovery Bay CSD because of the occupancy of said premises by myself or my Organization/Group. I, or my Organization/Group, agree to fully reimburse the Town of Discovery Bay CSD for any damage arising from the use of said Facility, and costs and/or attorneys' fees, if any, incurred in collection. I have received, read and fully understand the rules, regulations and policies for use of the Facility. I agree to abide by, inform my Organization/Group, and enforce the rules, regulations and policies of the Town of Discovery Bay CSD governing the use of the Facility. I understand and agree that failure to abide by the rules, regulations and policies of the Town of Discovery Bay CSD shall result in the immediate loss of privileges of use of the Facility and/or privileges for future use. I also agree to hold the Town of Discovery Bay CSD, its officers, employees, the individual members thereof, agents, and volunteers, harmless from any damage, liability, cost or legal expense that may arise during or be caused in any way by such use or occupancy of the Facility. I agree that this Waiver, Release and Indemnity Agreement is binding on my heirs and assigns.

Applicant Signature: _____ **Date:** _____

For Accounting Use Only

Rental Rate: _____ Deposit Amount: _____ Deposit Ck # _____

Number of Hours: _____ Date Rental Fee Paid: _____ Ck # _____ Cash Credit Card

Total: _____ Insurance Required? _____

Staff Signature: _____ **Date:** _____

Fee Waiver Approval by Town General Manager: _____ Date: _____

Note any Pre-existing damage to the area: _____

POST EVENT INSPECTION

Note any damage or cleaning needed to the premises:

Deposit Amount: _____

Cost of Cleaning: _____

Cost on Damages: _____

Deposit Returned: _____

Staff Signature: _____

Date: _____

Renter Signature: _____

Date: _____



TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

PARK RESERVATION & USE PERMIT APPLICATION

LOCATION

CORNELL PARK

- Shaded Picnic Area, Baseball Field, Soccer Field, Bocce Ball Court, Horseshoe Pits, Pickle Ball Court

RAVENSWOOD PARK

- Covered Picnic Area #1, Covered Picnic Area #2, Soccer Field

EVENT INFORMATION

Date Submitted: Event Date: Set up Times: Actual Event Times: Take down/Clean-up: Estimated Attendance:

- Use of TODB Equipment, Jump House, No Alcohol, No Food Trucks/Carts

If alcohol is on site, this may be reason to forfeit deposit

CONTACT INFORMATION

Name/ Organization: Address: E-mail Address: Main Contact: Phone Number: Secondary Contact: Phone Number:

The rental fee and deposit are due the day you make your reservation. The rental fee may be paid by check, money order, cash, Visa or Mastercard. The damage deposit is required to be paid separately from the rental fee by check or money order made payable to the "Town of Discovery Bay CSD." Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposit(s). Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

NO ALCOHOL IS ALLOWED AT ANY PARK

For Accounting Use Only

Rental Rate: _____ Deposit Amount: _____ Deposit Ck # _____

Number of Hours: _____ Date Rental Fee Paid: _____ Ck # _____ Cash Credit Card

Total: _____

Staff Signature: _____ **Date:** _____

Fee Waiver Approved by Town General Manager: _____ **Date:** _____

WAIVER, RELEASE & INDEMNITY AGREEMENT

Waiver, Release and Indemnity Agreement: The person signing this Agreement warrants that he/she has the authority to execute this Agreement or on behalf of the Organization/Group and that he/she or the Organization/Group will be bound to the terms of the Agreement by such signature. I hereby understand this application is to request usage of a Park area and accept personal responsibility for damage sustained and/or cost incurred by the Town of Discovery Bay CSD because of the occupancy of said premises by myself or my Organization/Group. I, or my Organization/Group, agree to fully reimburse the Town of Discovery Bay CSD for any damage arising from the use of said Park, and costs and/or attorneys' fees, if any, incurred in collection. I have received, read and fully understand the rules, regulations and policies for use of the Park area. I agree to abide by, inform my Organization/Group, and enforce the rules, regulations and policies of the Town of Discovery Bay CSD governing the use of the Park area. I understand and agree that failure to abide by the rules, regulations and policies of the Town of Discovery Bay CSD shall result in the immediate loss of privileges of use of the Park area and/or privileges for future use. I also agree to hold the Town of Discovery Bay CSD, its officers, employees, the individual members thereof, agents, and volunteers, harmless from any damage, liability, cost or legal expense that may arise during or be caused in any way by such use or occupancy of the Park area. I agree that this Waiver, Release and Indemnity Agreement is binding on my heirs and assigns. **By signing below the applicant agrees to comply with all local, state, and federal laws.**

Applicant Signature: _____ **Date:** _____

FOR PARKS/LANDSCAPE STAFF ONLY

Note any Pre-existing damage to the area: _____

Note any damage or cleaning needed to the premises: _____

Deposit Amount: _____

Cost on Damages: _____

Cost on Cleaning: _____

Deposit Returned: _____

Staff Signature: _____ **Date:** _____

Renter Signature: _____ **Date:** _____



TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

SPECIAL EVENT PERMIT APPLICATION

SPECIAL EVENT: Location: [] Community Center [] Cornell Park [] Ravenswood Park
Please check all that apply to your Special Event:

- [] Arts/Crafts/Safety Faire [] Concert [] Park Festival
[] Block Party [] Egg Hunt [] Parking Lot Sales
[] Business/Health Faire [] Filming [] Protest/Rally/Demonstration
[] Car Show [] Fundraiser [] Pyrotechnics/Fireworks
[] Carnival/Circus [] Movie in the Park [] Race/Run/Marathon
[] Certified Farmers Market [] Outdoor Retail Sales [] Street Festival
[] Clothing/Food Give-Away [] Parade/Procession [] Walk-A-Thon

[] Other: _____ Estimated number of participants per day: _____ Total Attendance: _____

CONTACT INFORMATION

Name/Organization: _____
Address: _____ E-mail: _____
Main Contact: _____ Phone Number: _____
Secondary Contact: _____ Phone Number: _____

EVENT INFORMATION

Date Submitted: _____ Actual Event Dates: _____
Set up Times: _____ to _____ Actual Event Times: _____ to _____ Take down/Clean-up: _____ to _____

Check all applicable items:

- [] Alcohol to be Sold* [] Fireworks/Pyrotechnics [] Portable Fencing
[] Alcohol to be given away* [] Food to be given away [] Portable Lights
[] Amplified Sound [] Food to be sold** [] Portable Stage
[] Animals [] Free Admission [] Portable Toilets
[] Comfort Stations [] Garbage Removal [] Private Event
[] Cones and/or Delineators [] Jump/Bounce Houses [] Recycling Receptacles
[] Craft Booths [] Mobile Medical Service Vehicles [] Rides/Amusements
[] Electric Generators [] Music [] DJ [] Live Band [] Security
[] Electrical Power Sources [] Open to the public [] Tents
[] Entertainment [] Parade [] Tickets to be sold for entry
[] Extra Parking Lots [] Portable Bleachers [] Vendor Booths

***ALCOHOL IS NOT ALLOWED WITHOUT ALCOHOL PERMIT APPLICATION APPROVED BY THE GENERAL MANAGER**

**** A Temporary Food Event Permit must be obtained from CCCEH if food is given away or sold at a public/community event**

PLEASE NOTE THAT WE ARE NOT A BANQUET FACILITY AND DO NOT HAVE A KITCHEN

FEE(S) / DEPOSIT(S) / CANCELLATIONS

The rental fee and deposit are due the day you make your reservation. The rental fee may be paid by Visa, Mastercard, check or money order. The deposit is required to be paid separately from the rental fee by check or money order made payable to the "Town of Discovery Bay CSD."

Cancellation for Special Event Permit Applications occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, 100% of deposit shall be returned.

Applicant Signature: _____ **Date:** _____

WAIVER, RELEASE & INDEMNITY AGREEMENT

Waiver, Release and Indemnity Agreement: The person signing this Agreement warrants that he/she has the authority to execute this Agreement or on behalf of the Organization/Group and that he/she or the Organization/Group will be bound to the terms of the Agreement by such signature. I hereby understand this application is to request usage of a Facility and accept personal responsibility for damage sustained and/or cost incurred by the Town of Discovery Bay CSD because of the occupancy of said premises by myself or my Organization/Group. I, or my Organization/Group, agree to fully reimburse the Town of Discovery Bay CSD for any damage arising from the use of said Facility, and costs and/or attorneys' fees, if any, incurred in collection. I have received, read and fully understand the rules, regulations and policies for use of the Facility. I agree to abide by, inform my Organization/Group, and enforce the rules, regulations and policies of the Town of Discovery Bay CSD governing the use of the Facility. I understand and agree that failure to abide by the rules, regulations and policies of the Town of Discovery Bay CSD shall result in the immediate loss of privileges of use of the Facility and/or privileges for future use. I also agree to hold the Town of Discovery Bay CSD, its officers, employees, the individual members thereof, agents, and volunteers, harmless from any damage, liability, cost or legal expense that may arise during or be caused in any way by such use or occupancy of the Facility. I agree that this Waiver, Release and Indemnity Agreement is binding on my heirs and assigns.

Applicant Signature: _____ **Date:** _____

For Office Accounting Use Only

Rental Rate: _____ Deposit Amount: _____ Deposit Ck # _____

Number of Hours: _____ Date Rental Fee Paid: _____ Ck # _____ Cash Credit Card

Total: _____ Insurance Required? _____

Staff Signature: _____ **Date:** _____

Fee Waiver Approval by Town General Manager: _____ Date: _____

Note any Pre-existing damage to the area:

POST EVENT INSPECTION

Note any damage or cleaning needed to the premises:

Deposit Amount: _____

Cost of Cleaning: _____

Cost on Damages: _____

Deposit Returned: _____

Staff Signature: _____ Date: _____

Renter Signature: _____ Date: _____

Additional Comments/Notes

DRAFT



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

Special Event Permit Information

The Town of Discovery Bay enjoys many varied special events throughout the year. These events are important gatherings in the community that add significantly to the quality of life for our residents and visitors. The Town's intent is to encourage high-quality events and to assist event organizers in planning a safe and successful event with minimal adverse impacts upon our citizens and neighborhoods surrounding the event. We have put this document together to assist you in planning a successful event.

In the Town of Discovery Bay, "Special Event" is defined as an event which is scheduled to take place, in whole, or in part, on Town property, including events which will be conducted on a Town street, sidewalk, alley or other right-of-way, or other public areas.

Some events may include amplified music, admission charges, alcohol consumption, sales of goods or services, unusually large numbers of people, or the use of Town property and Town personnel. These requirements each have a separate permit costs, related fees, and various agency approval requirements.

When turning in your application, YOU MUST:

- Thoroughly complete the application. Incomplete applications will not be accepted and will delay processing, which affects the availability of your preferred event date and/or location.
- Submit completed application a minimum of 60 days prior to the event, and no more than twelve (12) months in advance of the event date.

The applicant will receive a Conditional Notice of Approval or Notice of Denial within twenty (20) working days of submission of the Special Event Permit application. If the application is conditionally approved, the permit is not valid until verification that all conditions have been met, all fees have been paid, and permit is signed by both the Applicant and the Town.

It is hoped that this information assists you in planning your event and will help answer any of your questions. For further information, please call the Town of Discovery Bay Community Center at (925) 392-4575. You may also visit our office, Monday through Friday, 8AM to 4PM at 1601 Discovery Bay Blvd in Discovery Bay.

Special Event Permit Requirements

Each Special Event Application will require specific permits and documentation. Upon completion of application the following items may be required from the applicant:

Map/Diagram/Plot plan of your overall event layout

Event layout includes, and is not limited to, fenced areas and/or a route map for parades, runs, walks, marches, etc., location of stages; bleachers; portable restroom facilities, alcohol dispensing areas, fencing line, entrances, exits and emergency exits; first aid; vendors; inflatables; tents; rides; canopies; booths or other temporary structures; waste and recycling receptacles/dumpsters.

- Security Plan.
- Proof of Alcoholic Beverage Control License, if serving alcohol.
- Fire Department approval/proof of permit if temporary structures are involved.
- Proof of Contra Costa County Environmental Health (CCCEH) permit if food is being served.
- Special Event Umbrella Business License.
- Waste Management/Recycling Bin Service Agreement.
- Insurance coverage documentation.
- Proof of non-profit status.
- Written Document of the Authority of the applicant being authorized to sign the application on behalf of the organization.
- If any private property is to be used for the event, applicant shall provide written authorization from the property owner of the property to be used, with dates and time from beginning to end.
- Flyers describing event.

Common Grounds for Denial of the Special Event Application:

- Application is submitted less than 60 days prior to scheduled event start date.
- Application if found to be incomplete or contain any falsehoods or misrepresentation.
- Inadequate insurance coverage.
- Requested venue has already been reserved on the same date and time for another event.
- Town staff cannot provide necessary services to ensure public safety or prepare/maintain venue.
- Event organizer has violated the terms of previous event permit or damaged Town Property.
- Event organizer has unpaid debts resulting from previous events.
- Event is determined to not comply with state or local recycling mandates.
- Event is in conflict with adopted rules or use or proposed facility.
- Event is determined to be unsafe for the Community.

Appeal Process: If your Special Event Permit application is rejected or denied, or if you object to a condition of Approval, a request for review may be submitted in writing to the General Manager or designed within ten (10) working days of notification of denial.