

City of Rohnert Park Community Services Department 5401 Snyder Lane Rohnert Park, CA 94928 (707) 588-3456

# PARK AND FACILITY RESERVATION AND USE POLICY

## Creating Community through People, Parks, and Program

Park and Facility Reservation and Use Policy				
Adopted by City Council Resolution	on			
Recreation Facility Fee Schedule				
Adopted by City Council Resolution	on			

## **TABLE OF CONTENTS**

I.	GENERAL TERMS AND CONDITION	
	A.	Reservation Policy
	B.	Payment of Fees
	C.	Cancellation/Refunds
	D.	Security Deposit
	E.	Approval of Application
	F.	Responsibilities of Renters
	G.	Large Special Event Rentals (City Center Plaza/CC Complex) 5
	H.	Recurrent Facility Use
	I.	Insurance
	J.	Security Guards and Chaperones
	K.	No Smoking6
	L.	Alcoholic Beverages
II.	FAC	CILITIES
	A.	Introduction and Facility Descriptions6
	B.	Facility Use Regulations
	C.	Fee Schedule Categories
	D.	Fee Schedule
III.	PAI	RKS
	A.	Introduction and Park Descriptions
	B.	Park Use Regulations
	C.	Athletic Field Use Guidelines
	D.	Fee Schedule Categories Picnic Areas
	E.	Fee Schedule Sports Fields. 18
IV.	LA	RGE SPECIAL EVENTS
	A.	City Center Plaza Description20
	B.	Community Center Back Lawn/Center Complex20
	C.	Community Parks21
	D.	Large Special Event Use Regulations21
	E.	Fee Schedule Recreation Facility

## I. GENERAL TERMS & CONDITIONS

## A. Applicability of Reservation Policy

This Policy is for the purpose of regulating the reservation of City recreational facilities for private rental use, as well as the reservation of specified city parks and portions thereof for exclusive or private rental use, for private picnics and other temporary events requiring a guaranteed reservation of space in a City park to the exclusion of the general public. This policy also applies to reservations of space for the purpose of installing temporary amenities, including bounce houses, or other structures, for the purpose of conducting events in City parks.

This Policy does not apply to community events or other gatherings that are open to the general public in City parks, including but not limited to the conduct of expressive activity, which includes conduct, the sole or principal object of which is the expression of opinion, views, or ideas, protected by the First Amendment of the U.S. Constitution. Expressive activity includes, but is not limited to, public oratory and distribution of literature.

The Community Services Department authorizes and administers the rental of City picnic areas, fields, facilities, and special event areas on a first-come, first-serve basis.

## B. Application Requirements and Payment of Fees

Applications may be obtained by calling the Community Services Department at 707-588-3456, or in person at the Community Center, 5401 Snyder Lane, Rohnert Park. Monday – Friday, 8:00a.m.-5:00p.m., or on the City's website: <a href="www.rpcity.org">www.rpcity.org</a>. In order to book, completed applications with the deposit are required to be submitted in person at the Rohnert Park Community Center, Monday – Friday, 8:30 am-4:30 pm up to one year in advance to the day of the booking date.

Applications shall be submitted on rental forms prepared by the Community Services Department.

- 1. All rental fees are due at least thirty (30) days prior to event, and for reservations that are made within thirty (30) days, all fees shall be due immediately with the application.
- 2. Failure to meet this deadline may result in cancellation of reservation and forfeiture of deposit.
- 3. Fees may be paid by VISA, MasterCard, cash and checks made payable to the City of Rohnert Park.
- 4. Facility use fees are periodically reviewed by City Council and any changes to the approved fee schedule will be applied to all rentals except as may be provided for in the resolution of City Council adopting the fee schedule.

Applications for reservations shall be deemed submitted once the following are provided:

- 1. Completion of City application.
- 2. Payment of rental fees and applicable security deposit to the Community Services Department.

## C. Refund Policy (Special Event Rentals and Facility Rentals)

- 3. If reservation is canceled by the renter sixty (60) or more days prior to event, a fee will be assessed as determined in the Recreation Facility Use Fee Schedule of the deposit shall be non-refundable and the remainder shall be returned.
- 1. If reservation is canceled by the renter fifty-nine (59) or fewer days prior to event, the deposit will not be returned.
- 2. Refunded rental fees and security deposits (or a portion thereof) will be mailed within 6 weeks after cancellation.

## D. Refund Policy (Picnic Rentals)

- 1. If reservation is canceled by the renter prior to 15 or more days before the event, a \$10 processing fee will be charged.
- 2. If reservation is canceled by the renter fourteen (14) or fewer days prior to event, 50% depositof the rental fee will be returned.
- 3. Refunded rental fees and security deposits (or a portion thereof) will be mailed within 6 weeks after cancellation.
- 4. For cancellations by the renter due to inclement weather, 100% of rental fees and security deposits can be applied toward rescheduled reservation. Alternatively, the renter may elect a refund in accordance with the above limitations.

## E. Damage Policy and Security Deposit

- 1. A refundable security deposit is due upon submittal of any application. A schedule of security deposits that is applicable to each type of rental may be adopted by the Community Services Director or the City Council.
- 2. Any damage or loss to facility or equipment shall be the responsibility of the renter. The renter will be liable for any and all costs associated with the restoration, replacement, damage or loss experienced.
- 3. Clean-up during and after the event shall be the responsibility of the renter. The City reserves the right to deny the rental of a City facility, or increase the deposit from a renter who previously failed to meet the minimum cleaning requirements.
- 4. The security deposit is fully refundable unless:
  - a. The event extends beyond the permitted time, in which case, costs of any additional staff time or administration may be assessed as may be necessary to facilitate the end of the event.
  - b. The facility, structures, amenities or turf areas are damaged or any items of City property are missing.
  - c. Vandalism, fights, or illegal conduct occurs.
  - d. Police response is required as a result of the event.
  - e. The facility or park is not returned to its original condition including:
    - Litter and other debris remains
    - Excess garbage and recycling items are not removed by the renters
    - Any City equipment is missing or damaged
- 5. Damage to city property, costs of staff time and cleanup, and any costs borne by the City due to one or more of the above issues may be charged by the City against the security deposit. The use of the security deposit is an additional remedy and shall not limit the City's ability to recover damages in any manner provided by law. In the event that the security deposit does not satisfy all costs incurred by the City, the City shall bill the renter for any costs exceeding the security deposit. If the renter refuses or fails to pay the billed balance, the renter shall not be allowed to use City

- recreational facilities or engage in private rentals of City parks until full payment has been made.
- 6. If police response is required as a result of violation of laws or policies of the City, the event may be terminated immediately, and the security deposit shall be forfeited. Any rental fees shall not be subject to refund.
- 7. Any refund of security deposits (or a portion thereof) will be mailed within 6 weeks after the completion of a rental.

## F. Approval and Processing of Applications

- 1. The City of Rohnert Park will issue a permit for reservations in accordance with the policies contained herein.
- 2. Reservations may be made up to one (1) year in advance. The City shall process applications within 30 days of receipt of a completed application. Advance reservations beyond 30 days are strongly recommended.
- 3. Applications may be denied for the following grounds:
  - a. the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant;
  - b. the application is not fully completed or executed, including submission of any required attachments;
  - c. the applicant has not tendered required fees or security deposits, provided insurance certificates and endorsements, or executed any required indemnity or hold harmless agreements required by the Community Services Department;
  - d. the applicant is not legally competent to contract or be sued;
  - e. the applicant has previously damaged City property, or caused the City to incur charges in the course of a prior rental, and has not paid in full for such costs, or has other outstanding debts to the City related to use of the Community Services Department facilities, parks, or services;
  - f. the use or activity intended by the applicant would conflict with planned programs organized and conducted by the City and scheduled for the same time and place, including planned renovations or repairs;
  - g. the use or activity the use or activity intended by the applicant would conflict with a previously approved permit or reservation that is scheduled for the same time and place;
  - h. the use or activity is inconsistent with permitted uses of a park or recreational facility, or would violate a provision of the municipal code, or other adopted City policy, or exceed the capacity of the building or facility;
  - i. the use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the park, of City employees or of the public, or create an unreasonable likelihood of damage to City property; or
  - j. the applicant has not complied with or cannot comply with applicable licensure requirements, ordinances, and regulations, related to the sale or offering of goods or services to be undertaken in conjunction with the reservation.

The Director of the City of Rohnert Park Community Services Department may impose conditions on any reservation or permit granted under this Policy as may be needed to ensure the protection of City property, or to ensure compliance with applicable City policies and regulations.

## G. Revocation

The City reserves the right to revoke any reservation or permit at any time that is issued under this Policy, (1) for violations of this Policy, (2) on the grounds listed above that that would justify denial of a reservation or permit, or (3) upon determining that cancellation is required due to an emergency or the need to use the City property for a municipal use. The City shall make reasonable efforts to avoid interference with an issued permit, and in the event that the City cancels a permit on the last ground, a full refund shall be issued.

## H. Appeals

Any person aggrieved as a result of a decision under this Policy may file an appeal in writing, clearly stating the reasons for the appeal. Such appeal may not be made more than thirty (30) days after the decision is being made has been rendered. The applicant shall be given reasonable opportunity to be heard and present evidence to City Manager or designee in writing. Decisions shall be in writing and shall be delivered either in person or by mailing to the address stated on the rental application. Decisions on appeal shall be final.

## G. General Responsibilities of Renters

- 1. The renter is responsible for conduct of all participants, supervision of minors, damages and all fees due.
- 2. The renter must agree to defend, indemnify, and hold harmless the City and its officers and employees from all claims that may arise out of their event, as well as fully and promptly obey all lawful orders given by the City of Rohnert Park Department of Public Safety and abide by the City's municipal code.
- 3. Additionally, the renter shall be responsible for ensuring that all participants in their event or rental shall abide by City policies, municipal code provisions, and follow the directions of the City's Community Services Department or Department of Public Safety.
- 4. Renters must restore all areas of any park or facility rented to the condition they were found.

## H. Recurrent Facility Use

- 1. Requests for recurrent facility use, such as consecutive days or weeks will be considered in accordance with this policy.
- 2. If recurrent use is approved, one (1) security deposit will be held on account with the City for renters with regularly scheduled events. The deposit will be refunded at the end of the fiscal year's rental period.
- 3. A new security deposit shall be required along with a newly completed application for the next yearly rental period.

#### I. Insurance

- 1. Renters shall be required to acquire general liability insurance and provide endorsements to such policies naming the City of Rohnert Park as additionally insured and all necessary endorsements and certificates of insurance demonstrating must be submitted to the City of Rohnert Park Community Services Department with a completed application.
- 2. Minimum coverage required shall be \$1,000,000 to \$2,000,000 per occurrence in general liability insurance, based on a determination of risk by the City's Risk

Manager. Vendors that are participating in an event, such as a caterers, decorators and/or security companies will be required to provide proof of insurance to the City of Rohnert Park Community Services Department.

- 3. For insurance information on alcohol sales and consumption, refer to individual policies in this document Facilities: pg. 8, Parks: pg. 14, City Center Plaza: pg. 18
- 4. Coverage shall be primary and non-contributory, where required, and a waiver of subrogation shall be provided.

## J. Security Guards and Chaperones

1. For security regulations and requirements, refer to the individual policies in the document - Facilities: pg. 8, City Center Plaza: pg. 18

## K. No Smoking

- 1. Smoking is prohibited in all public places, recreational areas, and public facilities within the City. Rohnert Park Municipal Code section 8.32.050.
- 2. City code prohibits smoking in recreational areas such as, parks, gardens, playgrounds, picnic and barbeque areas, sporting facilities including bleachers, dugouts, ball fields, tennis courts, swimming pools and surrounding areas, walking, running, biking and nature trails.

## M. Alcoholic Beverages Sale and Consumption

1. For information on alcohol sales and consumption, refer to individual policies in this document - Facilities: pg. 8, Parks: pg. 14, City Center Plaza: pg. 18

#### II. FACILITIES

## A. Introduction and Facility Descriptions

The City facilities described below are available for rental to individuals and organizations. The Community Center, Burton Avenue Recreation Center and the Senior Center may accommodate large events such as wedding receptions, anniversary parties, birthday parties, and other special occasions. The Community Center also has a couple smaller rooms for more intimate gatherings. The Callinan Sports & Fitness Center and Gold Ridge Recreation building provides a space for sports oriented use.

## ROHNERT PARK COMMUNITY CENTER

5401 Snyder Lane, Rohnert Park, CA 94928

- Multi-Use Room capacity: 350 people dining with stage area and small dance floor
- Kitchen: available to Multi-Use Room renters only
- Meeting Room #2 & Lounge capacity: 75 people dining (this is two adjoining rooms)
- Meeting Room #2 capacity: 40 people dining
- Lounge capacity: 35 people dining
- Garden Room capacity: 50 assembly (no food allowed in this room)
- Conference Room capacity: 15 people, meeting space only
- Outdoor Wedding Ceremony Area capacity: 150 people

#### BURTON AVENUE RECREATION CENTER

7421 Burton Avenue, Rohnert Park, CA 94928

- Main Hall capacity: 200 people dining with small dance floor
- Kitchen facility

#### ROHNERT PARK SENIOR CENTER

6800 Hunter Drive, Rohnert Park, CA 94928

- Activity Room capacity: 120 people dining with a dance floor
- Kitchen facility

#### CALLINAN SPORTS & FITNESS CENTER GYMNASIUM

5405 Snyder Lane, Rohnert Park, CA 94928

• Gymnasium capacity: 500 (available for sports use)

#### GOLD RIDGE RECREATION BUILDING

1455 Golf Course Drive, Rohnert Park, CA 94928

• Multi-Sport Court capacity: \*\*\*\* (available for sports use)

#### **CITY CENTER PLAZA**

500 City Center Drive, Rohnert Park, CA 94928

Outdoor Plaza

## 1. Facility Availability

Rohnert Park Community Center:

Monday - Friday: subject to availability Sat - Sun: 8:00 a.m. – 12:00 a.m.

• Burton Avenue Recreation Center

Monday - Friday: subject to availability Sat - Sun: 8:00 a.m. - 11:00 p.m.

Senior Center

\*Monday - Friday: Not available Sat - Sun: 9:00 a.m. – 10:00 p.m.

.

## **B.** Facility Use Regulations

## 1. Administrative Responsibility

a. The Community Services Department authorizes and administers the rental of the Community Center, Burton Avenue Recreation Center, the Senior Center, the Callinan Sports & Fitness Center and Gold Ridge Recreation Building in accordance with the general policy set forth. The General Terms and Conditions stated above apply to all facility use.

## 2. Facility Rental Hours

- a. There is a 4-hour minimum rental period on Saturday and Sunday. The renter must also include set up and clean up time within their rental time frame.
- b. Community Center events must end at 12:00 am, with the clean-up ending by 1:00 am. Burton Avenue Rec events must end at 11:00 pm, with clean-up ending by 12:00 am. Senior Center events must end at 10:00 pm, with clean-up ending by 11:00 pm.
- c. Renter must be present for the entire rental period.
- d. Participants must adhere to hours set forth on rental contract, failure to comply will result in overtime charges of one and a half times the applicable hourly rate.
- e. Reservation hours must include the time for set-up and clean-up.
- f. Multiple day rentals must be closed between midnight and 8:00 a.m.

- g. Event supplies and/or equipment at facilities prior to the set-up time designated on the rental contract cannot be delivered.
- h. All individuals associated with the event must vacate the facility by the indicated ending time listed on rental contract, failure to comply will result in overtime charges of one and a half times the applicable hourly rate (rounded up to the ½ hour).
- i. To adjust hours for a rental contract, the renter must contact the Community Services Department at least 45 days prior to the rental date. The City of Rohnert Park reserves the right to deny such changes.
- j. City facilities are closed and not available to rent on observed holidays; January 1<sup>st</sup>, July 4<sup>th</sup>; Thanksgiving Day and the day after Thanksgiving; December 24<sup>th</sup>, December 25<sup>th</sup>; and December 31<sup>st</sup>.

## 3. Alcoholic Beverages Sale and Consumption

- a. The service or sale of alcoholshall be authorized subject to RPMC Chapter 9.34 Alcoholic Beverages, by obtaining a permit from the Director of Public Safety or his or her designee, and in compliance with this policy.
- b. If serving alcoholic beverages for more than five (5) hours SERVICE OF ALCOHOL MUST END one (1) hour before the "event end time" designated on the rental contract. This does not include time allotted for clean-up.
- c. If serving alcohol for more than five (5) hours security guards are required for the duration of your event.
- d. Alcoholic beverages cannot be served or consumed past 10:00 p.m.
- e. Alcoholic beverages cannot not be served longer than seven (7) hours.
- f. Alcoholic beverages must be served in clear plastic cups and/or plastic flutes (no glass or polystyrene).
- g. Beer kegs must be placed on rubber mats to avoid damage to floor.
- h. The California Alcoholic Beverage Control (ABC) requirements must be followed:
  - All groups selling alcoholic beverages must conform to all ABC rules and regulations and must obtain any and all permits required by the ABC.
  - Servers must complete the ABC training.
  - Copies of all ABC permits must be submitted to the City of Rohnert Park.
- i. If a caterer will be selling alcohol at an event a copy of their license must be submitted thirty (30) days prior to the event.
- j. Liquor Liability Insurance of not less than \$1,000,000 is required. The City may require certificates of insurance evidencing coverage, and endorsements to policies to add the City as an additional insured. Coverage shall be primary and non-contributory.
- k. Security guards/officers are required when alcohol is being served in facilities see below.

## 4. Security Guards/Police Officers

- a. Renter is required to provide security guards at an event when service of alcohol exceeds five (5) hours.
- b. At an event where alcohol is being served and security guards are required, the ratio for security guards must be three (3) guards to one hundred (100) participants.
- c. In the event security guards are required, the renter shall use a valid, licensed security company.

- d. The renter must provide a copy of the security contract thirty (30) days prior to the event.
- e. The City of Rohnert Park Department of Public Safety is notified of all facility rentals and may require assigned police officers to an event.
- f. Renter will pay the cost of security guards and/or police officers directly. This cost is incurred by the renter.
- g. If required, security guards and/or police officers must be present at the event the entire time guests are present.
- h. Security guards and/or police officers must be in uniform and are responsible for patrolling premises.
- i. Overnight security may be required for multiple-day events.

## 5. Youth Event Chaperones

- a. Adult chaperones are required for youth activities. A list of these chaperones must be submitted to the Community Services Department at least ten (5) working days prior to event. This list must include phone numbers for all chaperones.
- b. Security guards and/or police officers may be required at renter's expense.

#### 6. Additional Charges

- a. Penalty fees will be charged for any time beyond permitted hours. The penalty fee is equal to 1.5 times the hourly rate charged in half hour increments.
- b. An administrative transfer fee of \$25.00 will be assessed each time an authorized change is made to the date or location of the rental. This fee does not apply to sports field rentals.
- c. The Security Deposit is fully refundable unless:
  - The event extends beyond the permitted time
  - There is evidence of alcohol when alcohol is not permitted (the event will be shut down and security deposit shall be forfeited)
  - The event exceeds maximum capacity for the room rented (in which case, the security deposit shall be forfeit)
  - The facility, structures, amenities or turf areas are damaged or any items missing
  - Vandalism, fights, or illegal conduct occurs (event may be shut down with no refunds of security deposit or rental fees)
  - Police assistance is required
  - The facility or park is not returned to its original condition including:
    - o Litter and other debris remain
    - o Excess garbage and recycling items are not removed by the renters
    - o Any City equipment is missing or damaged
    - Food, drink or debris is found in the lobby, halls or outside the facility
- d. Charges due to one or more of the above will be taken from the security deposit. Charges shall be assessed at a rate determined by staff equal to the approximate direct cost to remedy the situations above (damage repair/replacement, staff costs, administrative time).
- e. Renter will be billed for any fees greater than the deposit.
- f. If renter refuses or fails to pay billed balance, legal action may be taken; the renter may be barred of future uses at facilities.

## 7. Changes to Reservation

a. A user may request changes to reservations up to sixty (60) days in advance. After that, any changes to the reservation will result in an administrative charget

of \$25. Changing dates less than 60 days prior to your current date will be treated as a cancellation for the purposed of this policy.

#### 8. Kitchen

- a. Kitchen rental includes use of the stove, oven, refrigerator, freezer (where available), dishwasher (where available) and sink according to all manufacturers' instructions (provided).
- b. All other equipment and/or supplies must be provided by the renter or caterer.
- c. All equipment must be removed by the designated clean up time indicated on the rental contract.
- d. Kitchen must be restored to its original condition.
- e. Do not dump grease or ice outside.
- f. The City of Rohnert Park is not responsible for loss or damage of personal property.

#### 9. **Decorations**

- a. No staples, tacks or nails are allowed on the walls or other fixtures.
- b. No confetti, birdseed, rice, glitter, or sand.
- c. All set-up and take down of decorations are the responsibility of the renter.
- d. Decorations may only be attached with drafting tape.
- e. Helium balloons must be anchored and removed after event.
- f. No lit candles may be used at any facility.
- g. Fog machines are not permitted.
- h. Some decorations may require fire-proofing.

#### 10. Janitorial

- a. The required maintenance fee paid with the rental fees covers the cleaning and restocking of the restrooms and the scrubbing of the floors with our professional floor machine. The renters are responsible for cleaning the rest of the facility including the kitchen and removing all garbage from the facility.
- b. An assigned facility attendant will provide a cleaning checklist for review with renters at the beginning and end of the rental period.
- c. Should additional cleaning be required after use, a minimum flat rate assessed based on direct cost recovery as billed by the contract janitorial company will be taken from the security deposit. Any additional cleaning shall be billed at cost as determined by staff. If the charges for the required cleaning and other damage exceeds security deposit, the renter will be billed the balance.

## 11. Facility Attendant

- a. A City facility attendant will be on duty for opening and closing the facility for all events and available onsite or by cell phone for the duration of all events.
- b. At the discretion of the Community Service Department, a second facility attendant may be required at a flat rate as determined by the Recreation Facility Use Master Fee Schedule billed to the renter.
- c. City staff is authorized to close an event for renter's failure to comply with the City of Rohnert Park Park/Facility Regulations and General Terms and Conditions.

## 12. Use of Equipment

- a. Equipment provided to the renters includes available tables and chairs.
- b. Equipment will not be loaned or removed from City facilities except by City staff when needed for City events.
- c. Table and chair is to be set-up by the renter. All break down of tables and chairs will be done by the facility attendant.

d. Operation of lighting, sound equipment and heating/cooling system will be done by facility attendant.

## 13. Amplified Sound

- a. Amplified sound will be permitted in City facilities with approval.
- b. Sound must be turned down at the request of the Facility Attendant on duty. Failure to comply may result in termination of the event and closure of the facility.

## 14. Parking

- a. Parking is available on site at each facility.
- b. Parking regulations must be followed at all times.

## 15. Senior Center Exceptions

a. DJ's, prerecorded music or a public announcement system is allowed at the Rohnert Park Senior Center subject to noise ordinance restrictions. Live music is not permitted due to noise ordinance restrictions.

### 16. No Smoking

a. Per City ordinance smoking is not permitted in a City facility or within 25 feet of any exit, entrance or operable window.

## C. Fee Schedule Categories

#### 1. Resident Non-Profit:

- a. Resident non-profit organizations are organizations with 501(c) status from the IRS and have a supporting determination letter.
- b. Resident non-profit organizations receive a discount when the organization has been conferred eligible for nonprofit status by the Internal Revenue Service under the United States Internal Revenue Code Section 501(c) and maintains an office or provides services within the City of Rohnert Park.
- c. Government agencies fall under this classification for the purpose of determining rates and fees.

#### 2. Resident Private:

- a. Applicant lives within the Rohnert Park city limits.
- b. Proof of residency in the form of a current utility bill is required.
- c. There is no admission charged at the event.

#### 3. Non-Resident Private:

- a. Applicant does not live within Rohnert Park city limits.
- b. There is no admission is charged at the event.

#### 4. Commercial

a. Applicant is booking for business related function.

#### D. Fee Schedule (Please reference Recreation Facility Fee Schedule)

#### III. PARKS

#### A. Parks Available to Reserve

Features may include multiple playing fields suitable for organized play, group picnic areas, large play structures, public restrooms and on-site parking. Group use of the City of Rohnert Park's park features are authorized by a park use permit based on capacity of picnic areas at each park as determined by City staff. City of Rohnert Park rentable parks include:

#### **ALICIA PARK** (5 acres)

300 Arlen Drive

Amenities include: Large group picnic area and barbeque pit. Children's play structures including a tot-lot. Lighted youth baseball field. Adjacent to John Reed School softball and soccer fields. Public restroom available during park hours.

#### **BENICIA PARK** (6 acres)

7471 Bernice Avenue

**Amenities include**: First-come, first-serve group picnic area with 7 tables and a barbecue pit. Children's play structure. One lighted youth baseball field and a seasonal community swimming pool. Public restroom available during park hours.

## **COLEGIO VISTA PARK** (5 acres)

1200 Southwest Blvd.

**Amenities include**: Children's play structure, four picnic tables and a barbeque pit. One youth baseball and soccer field. Public restroom available during park hours.

## **DOROTEA PARK** (6 acres)

895 Santa Dorotea

**Amenities include**: Children's play structure and tot-lot. Group picnic area with seven tables and one large barbeque. One youth baseball fields, one lighted basketball court and two lighted tennis courts. Public restroom available during park hours.

#### **EAGLE PARK** (10 acres)

1115 Emily Avenue

**Amenities include**: Tot-lot play structure. One lighted youth softball field and one youth soccer field. Two lighted tennis courts. Picnic tables and barbeque available on a first-come, first-serve basis. Public restroom available during park hours.

#### GOLIS PARK (13 acres)

1450 Golf Course Drive

Amenities include: Children's play area and tot-lot, soccer and softball fields and a lighted baseball field. Two lighted basketball courts and a lighted multi-use court available first-come, first-serve. Two lighted tennis courts, first-come, first-serve or by reservation. Five picnic tables with individual barbeques. Public restroom available during park hours.

#### **HONEYBEE PARK** (10 acres)

1170 Golf Course Drive

**Amenities include**: Children's play area and tot-lot. Two lighted basketball courts and two lighted tennis courts. Five picnic tables and a barbeque. A year round community swimming pool.

## LADYBUG PARK (5 acres)

8517 Liman Way

**Amenities include**: Children's play area and one youth soccer field. Four picnic tables and two individual barbeques.

## MAGNOLIA PARK (19 acres)

1401 Middlebrook Way

Amenities include: Children's play area and six picnic tables with two barbeques. One youth soccer field and two lighted combination softball/soccer fields. Eight lighted tennis courts and two lighted basketball courts. A seasonal community swimming pool. Public restrooms available during park hours.

### **MAURICE FREDERICS PARK (5 acres)**

1600 Wisdom Lane

**Amenities include:** Picnic area, dog park, play equipment for ages 2-5 and 5-12, half-court basketball, no restrooms

## **SUNRISE PARK** (9 acres)

5201 Snyder Lane

**Amenities include**: Children's play area and individual picnic tables with barbeques. Lighted all-weather soccer and softball field. Lighted basketball court, six lighted permanent pickleball courts and two lighted tennis courts/six temporary pickleball courts. Public restroom available during park hours.

#### TWIN CREEKS PARK (7 acres)

5530 Kerry Road

**Amenities include**: Children's play area and tot-lot, two soccer fields and a baseball field. Two basketball half-courts. Six covered picnic tables and two barbeques. Public restroom available during park hours.

#### **B.** Park Use Regulations

#### 1. Park Hours

- a. City of Rohnert Park parks are open seven days a week, year-round from sunrise to sunset.
- b. All unreserved areas remain open to the public at all times during park hours.
- c. Sports fields and courts are open from 8:00 a.m. to 10:30 p.m. when permanent lighting is present. Sports fields and courts without permanent lighting will be closed at dark.

#### 2. Athletic Field Use Reservations and Permits

- a. Field use applications for reservation of fields must be received no later than fourteen (14) days prior to reservation date requested, and will be accepted up to one year in advance. Upon approval, a field use permit will be issued identifying the reserved field, approved use and specific requirements for that use.
- b. Permits for field use are **required** for:

- Organized sports use
- Group participation of more than 10 individuals. (Municipal Code 9.62.010) that is not open to the public.
- c. A permit is not required for informal play or gatherings, less than 10 participants or informal play or gatherings open to the public.
- d. Field Use Permits for fields will be issued in the following priority:
  - City of Rohnert Park programs
  - Rohnert Park youth groups
  - Rohnert Park adult groups
  - Non-Rohnert Park youth groups
  - Non-Rohnert Park adult groups

## 3. Picnic Area Reservations

- a. Picnic area reservation applications are required to reserve a picnic area and must be received no later than five (5) business days prior to the date requested. Picnic area permits are **required** when:
  - Installing temporary amenities (i.e. children's bounce houses)
  - Organizing or hosting an activity or event with more than ten (10) people that is not open to the public

Picnic reservations reserve the picnic areas of the park only.

- b. Picnic reservations are limited to small events up to 5 hours in length, and with an attendance of less than 100 (some parks may have lower capacity). Events which exceed this length and capacity shall be considered Large Special Events (see page 20)
  - Large Picnic Areas (capacity 100): Alicia, Magnolia, Colegio Vista, Twin Creeks
  - Small Picnic Area (capacity 50): Dorotea, Golis, Sunrise
  - Small Picnic Area w/o restrooms (capacity 30): Ladybug, Mauice Frederics, Honeybee, Rainbow
- c. Alcohol shall not be permitted as part of any picnic rental.
- d. Applications shall be accepted year-round, up to one year in advance. All picnic areas require a damage deposit based upon the number of participants in attendance.
- e. All or part of the damage deposit may be refunded based upon the condition of the rented park after the event. Additional charges may be assessed in the following circumstances:
  - User inaccurately estimated attendance, difference in fees will be deducted from deposit.
  - The facility, structures, amenities or turf areas are damaged or any items missing
  - The facility or park is not returned to its original condition including:
    - o Litter and other debris remain
    - Excess garbage and recycling items are not removed by the renters (anything not disposed of in a provided garbage can)
- f. The deposit may be forfeit and picnic rental may be shut down if:
  - The event extends beyond the permitted time
  - There is evidence of alcohol being present

- The renter misrepresented the nature of the event, or expected attendance (i.e. event does not qualify as a picnic rental)
- Vandalism, fights, or illegal conduct occurs
- g. User shall be billed for any costs or charges incurred by the City that are greater than the security deposit.
- h. Deposits shall be refunded within 4-6 weeks after rental.
- i. Picnic renters must request permission for installing temporary amenities such as children's bounce houses, portable restrooms, or sound equipment. These amenities may require renters to provide insurance (see page 4), pay additional temporary amenity fees, or change classification of event from picnic rental to large special event.
- j. Picnic renters who wish to use amplified sound must obtain a sound permit and upon approval pay sound amenity fee.
- k. Picnic rentals do not include use of electricity or water at any city park.

## 4. Tennis/Pickleball/Basketball/Futsal Court (Courts) Use

- a. City of Rohnert Park court use is on a on a first-come-first-serve basis or by reservation by calling 707-588-3456.
- b. Designated use of the Courts per court type are the ONLY permitted activities on the courts. For example, only tennis is permitted on tennis courts. It is unlawful for any person, entity, firm or corporation to engage in any activity other than the designated use of the courts without written permission form the Community Service Department. (Municipal Code 9.62.010)
- c. Only active players are permitted within the fenced court area. Spectators must remain outside of the fenced court area.
- d. White-rubber-soled-tennis should be worn on the courts.
- e. Players are required to observe designated sport courtesies, as well as rules of good-conduct, on and around the courts.
- f. Players waiting to play must remain outside the fenced court area but within the immediate vicinity, or they will lose their place waiting.
- g. Organized activities on courts must have City of Rohnert Park approval and a use permit if not open to the public.
- h. During scheduled events, one tennis/pickleball/basketball court will be left open for public play. This practice does not apply to City of Rohnert Park recreation programs or
  - City-approved community-wide events.

#### 5. Use of Lights on Fields

- a. Lighted field use is authorized by special use permit and is subject to the hourly use fee in addition to electrical fees for the use of lights.
- b. Field users with a permit for field and lights must check out and return the light key from the Sports & Fitness Center, 5405 Snyder Lane. The key will not be checked out if the permit for use cannot be verified.

## 6. Temporary Amenities

- a. Groups renting special amenities such as children's bounce houses or portalets, must note it on their application.
- b. Access to power and water is not available.
- c. Companies providing the amenity must acquire approved liability insurance.

## 7. Amplified Sound

a. Amplified sound will be permitted in Rohnert Park by special permit only.

## 8. Alcohol Beverages Sale and Consumption

a. Use of Alcoholic beverages is prohibited in City of Rohnert Park parks.

## 9. Large Special Events

a. Large special events are permitted at City Center Plaza, the Community Center Complex outdoors, and select community parks. Please see page 18.

#### 10. Park or Field Closure

- a. The City reserves the right to restrict the use of its parks or any designated area, field or portion of its parks.
- b. Playing fields will be closed to organized group play due to inclement weather. To check the status of a field closure online visit, www.rpcity.org/fields

#### 11. Concession Stand Use

- a. Use of the concession facility is authorized by a special use permit only.
- b. Renter or vendor must provide all vending items and necessary supplies.
- c. Renter or vendor may bring additional temporary equipment as needed.
- d. Concessions are subject to Sonoma County Department of Health Services requirements, website: <a href="https://www.sonoma-county.org/eh">www.sonoma-county.org/eh</a> phone: 707-565-6531
- e. The City of Rohnert Park is not responsible for loss or damage of personal property.
- f. Concession stands will only be permitted to youth sports organizations for inseason league game days.
- g. Concession stands are not available to be permitted for private renters.

## 12. Storage Units

a. Storage units are not permitted in City parks without expressed written consent by the City.

## 13. Animals

- a. Dogs are prohibited in public parks and playground areas unless such dogs are under physical restraint by a person capable of controlling the dog by means of a leash. This provision shall not apply to any area specifically designated as a dog park or off leash exercise area. (Municipal Code 6.14.030)
- b. Dog owners are required to clean up after their dogs. Doggie bag stations are located in many of the parks.

#### 14. Glass Containers

a. Glass containers are not allowed in City parks.

## 15. Private Equipment

- a. Use of private equipment such as shade structures, umbrellas, etc. must be approved on a case by case basis.
- b. Personal barbecues and gas grills are not allowed in City parks.

#### 16. Food and Merchandise Vending

a. Anyone wishing to sell food or merchandise in City parks will be required to obtain a vending permit from the Community Services Department

## 17. Classes, Clinics and Organized Activities

a. Anyone wishing to offer any type of organized service in a City park for profit is required to obtain a commercial use permit from the Community Services Department in addition to renting the desired space.

#### C. Athletic Field Use Guidelines

The scheduling of the Athletic Fields will be based on the following guidelines, by priority of group classification:

## **Group Field Priority\***

- 1. Priority I: City programs, park landscape and maintenance, and City sponsored or co-sponsored events.
- 2. Priority II: Rohnert Park resident, youth, non-selective teams, non-profit organizations or leagues.
- 3. Priority III: Rohnert Park, youth, selective teams, organizations or leagues where 60% or more of the participants are residents. Includes Rancho Cotati Unified School District athletic programs.
- 4. Priority IV: Rohnert Park resident, adult, non-selective teams, organizations or leagues.
- 5. Priority V: Rohnert Park resident, adult, selective teams, organizations or leagues.
- 6. Priority VI: Non-Resident, non-profit organizations (less than 51% residents).
- 7. Priority VII: For-profit youth sports events.
- 8. Priority VIII: For-profit adult sports events.

# \*In addition to the above priority criteria, priority is given to the sport specific fields determined by the regular season of play for each sport.

Definition: City of Rohnert Park resident organization shall consist of 90% or more resident participants.

## **Scheduling Formula:**

This formula will be used to resolve a discrepancy between two (or more) organizations in the same priority group that request use of the same athletic field simultaneously, cannot work out a "sharing arrangement" between the organizations respectively.

Fields will be allocated based on each organization's percentage of the total number of participants combined in all the organizations applying for athletic field use. An organizations "percentage of field use" will be determined by dividing the total number of participants in each organization by the total combined number of participants in all the organizations. Only participants of the organization that would be scheduled to use the athletic field in question will be considered in this formula.

The application of this formula shall be administered by the Community Services Department.

#### Example:

Soccer group A has 750 Rohnert Park residents.

Soccer group B has 900 Rohnert Park residents.

Total Rohnert Park residents in both organization is 1,650

750 divided by 1,650 equals Group A would receive 45% of the field time. 900 divided by 1,650 equals Group B would receive 55% of the field time.

## D. Fee Schedule Categories Picnic Areas

#### 1. Resident/Non-Profit

a. Resident non-profit organizations are organizations which have an IRS Code 501(c) determination letter.

- b. Resident non-profit organizations receive a discount when the organization has been conferred eligible for nonprofit status by the Internal Revenue Service under the United States Internal Revenue Code Section 501(c) and maintains an office or provides services within the City of Rohnert Park.
- c. Government agencies (city, county, state and federal) fall under this classification for the purpose of determining rates and fees.

#### 2. Resident Private

- a. Applicant lives within the City of Rohnert Park with a zip code of 94928.
- b. Admission cannot be charged at an event.

#### 3. Non-Resident Private/Business/Non-Profit

a. Applicant lives outside the City of Rohnert Park.

## **Group Picnic Fees (Reference Recreation Facility Fee Schedule)**

Group picnic fees assessed to groups or individuals for the use of a group picnic areas for the following activities for a 5 hour block of time: private parties, birthday parties, family reunions, tournaments, opening day ceremonies, and sporting events, camps, etc. Each special event, such as "Opening Day," "Tournaments" etc. will require a separate Park/Field Use Application.

## E. Sports Fields Use and Fees

## **Youth Sports**

Non-profit groups that offer youth sports activities (through high school age) with a minimum of fifty (50) players/participants shall be assessed a per participant fee, per sport season. A Field Use Application for each field and/or court use is required.

## **Adult Athletics**

Adult sport activities (18 years and older) shall be assessed a Field Use fee based on the category the group qualifies under. Additional light fees apply as needed at applicable fields.

#### **Rohnert Park Field Lights**

(Light usage fees are in addition to field usage fees)

#### Fees

Please reference Recreation Facility Fee Schedule

#### IV. LARGE SPECIAL EVENTS

## A. City Center Plaza – 500 City Center Drive

- 1. Located in between the Rohnert Park Library and the City of Rohnert Park Public Safety main station City Center Plaza is a central gathering place for the community to enjoy live concerts, movies and other public events. This park provides lawn space for approximately 200 people and a plaza area with an additional space for approximately 1000 people and 20-25 booths. There is a small water feature, very popular with children.
- 2. No access to restrooms, portalets must be provided by the renter and garbage cans and garbage removal must be arranged by the renter.
- 3. There is limited access to power.
- 4. There is limited parking in the lot on site and large events will have to identify street parking for their attendee's.
- 5. The Special Event Permit will identify the area(s) reserved, the approved uses and any other specific requirements. The use permit will be issued following the submittal and approval of a completed application, including insurance documents and payment of fees.

## B. Community Center Back Lawn/Center Complex – 5401 Snyder Lane

- 1. This special event area is located at the Community Center complex. Tucked away with ample shade and parking. There is a large "L" shape lawn area that can accommodate a wide variation of booths with space for about 400-500 people and a stage. There is also the center complex area that accommodates another 500-800 people and 20-30 booths.
- 2. No access to restrooms, portalets must be provided by the renter and garbage cans and garbage removal must be arranged by the renter.
- 3. There is limited access to power and water.
- 4. Parking availability will be dependent on the time of year and the other facility bookings in the complex.
- 5. The Special Event Permit will identify the area(s) reserved, the approved uses and any other specific requirements. The use permit will be issued following the submittal and approval of a completed application, including insurance documents and payment of fees.
- C. **Community Parks:** Alicia, Colegio Vista, Magnolia, Benicia, and Twin Creeks Park may be requested and approved on a first-come, first serve basis for large special events.
  - 1. These parks can accommodate up to approximately 300 people
  - 2. There is limited access to power and water
  - 3. There is limited access to parking in a lot (no lot at Twin Creeks). Parking is available on the street.
  - 4. The Special Event Permit will identify the area(s) reserved, the approved uses and any other specific requirements. The use permit will be issued following the submittal and approval of a completed application, including insurance documents and payment of fees.

#### D. Large Special Event Use Regulations

#### 1. Use Permits

- a. Large Special Event permits are required for the following:
  - all events with anticipated attendance in excess of 100 (for smaller picnics,

- see picnic area reservations);
- Events longer than 5 hours
- Amplified Sound from anything other than a personal speaker device such as a phone or bluetooth portable speaker
- Live entertainment; or
- Events serving alcohol

#### 2. Rental Hours

- a. City of Rohnert Park parks are open seven days a week, year-round from sunrise to sunset.
- b. Events may not have a "start" time prior to 8:00 a.m. Set up of events may begin at, but not prior to 7:00 a.m.
- c. All unreserved areas remain open to the public at all times during park hours.
- d. Events longer than one day will be considered in accordance with this policy. The City may require overnight security to be provided and paid for by the renter.

#### 3. Scheduling

- a. If the City establishes an annual application deadline, resident non-profit organizations will receive preference for Special Event of City Center Plaza or the Community Center outdoor complex use.
- b. The City reserves the right to deny use of the special event areas based on turf conditions and frequency of use.

## 4. Alcohol Beverages Sale and Consumption

- a. The service or sale of alcohol is authorized in accordance with this policy.
  - The California Alcoholic Beverage Control (ABC) requirements must be followed.
  - All groups selling alcoholic beverages must conform to all ABC rules and regulations and must obtain any and all permits required by the ABC.
  - Servers must complete the ABC training.
  - Copies of all ABC permits must be submitted to the City of Rohnert Park for approval
- b. Liquor Liability Insurance of no less than \$1,000,000 is required for sale of alcohol. The City may require certificates of insurance evidencing coverage, and endorsements to policies to add the City as an additional insured. Coverage shall be primary and non-contributory.
- c. Alcoholic beverages must be served in clear plastic cups and/or plastic flutes (no glass or polystyrene), or cups pre-approved by the Community Services Department.
- d. Use of commemorative glassware will be considered on a case-by-case basis and must be specifically approved.
- e. Advertisement (banner, flyers etc.) recognizing businesses that have sponsored the provision of beverages to non-profit organizations for Special Events shall be preapproved.

## 5. Security Guards

- a. Renter may be required to provide security guards at an event.
- b. In the event security guards are required, the renter shall use a valid licensed security company. The renter must provide a copy of the security contract thirty (30) days prior to the event.
- c. Renter will pay the cost of security guards and/or police officers.

- d. Security guards must be present at the event the entire time guests are present.
- e. Security guards must be in uniform and are responsible for patrolling both the inside and outside of premises.
- f. Overnight security may be required for multiple-day events.

#### 6. Youth Event Chaperones

- a. Adult chaperones are required for youth activities. A list of these chaperones must be submitted to the Community Services Department at least ten (10) working days prior to event. This list must include phone numbers for all chaperones.
- b. Security guards may be required at renter's expense.

## 7. Vendors/Concessions

- a. Food and Merchandise vendors must obtain a City of Rohnert Park vending permit
- b. Caterers and food vendors must have a Sonoma County Food Health Permit and comply with County Health Department regulations. Sonoma County Department of Health Services: website: <a href="www.sonoma-county.org/eh">www.sonoma-county.org/eh</a> phone: 565-6531.
- c. Food must be served in recyclable products (no polystyrene or glass containers).
- d. Recycling of food and beverage containers is highly desirable.
- e. Plywood, carpeting, "Astroturf" or other similar solid flooring material shall not be used in tents or booths on City of Rohnert Park lawns. Vendors shall use turf protection methods such as "Grid mat" or an equivalent open-holed plastic.

## 8. Amplified Sound

- a. Amplified sound will be permitted by special permit only and shall cease by the hour designated on the special event permit.
- b. Use of amplified sound is subject to noise ordinance restrictions. Noise Ordinance: Title 9, Article IV, Chapter 9.44.150 et seq.

#### 9. Advertisement

- a. Advertising, including banners and print media, acknowledging permitted non-profit organizations and their sponsors may be placed in designated locations during an approved event.
- b. Renters are encouraged to discuss the proposed type, size and location of advertising materials with City staff prior to submittal of an application.
- c. The type, size and location of advertising materials shall be disclosed in the application.
- d. All advertising materials for the event are subject to review and approval by City staff as part of the application process prior to the event.
- e. Any non-approved forms of advertising are subject to removal by City staff.

## 10. Public Restrooms

- a. Public restrooms at the Rohnert Park Library are not available for City Center Plaza events.
- b. Portalets may be required at the renter's expense. If portable toilets are required, they will be located at a location to be designated by the Community Services department

## 11. Trash, Recycling and Compost

- a. During an event, trash receptacles should be serviced as needed and liners replaced.
- b. If additional dumpsters are required, they should be positioned in an area designated by the Community Services Department.

c. If additional trash receptacles are required user must also provide additional recycling and compost receptacles. These may be obtained through the local garbage service provider.

#### 12. Animals

- a. Dogs are prohibited in public parks and playground areas unless such dogs are under physical restraint by a person capable of controlling the dog by means of a leash. This provision shall not apply to any area specifically designated as a dog park or off leash exercise area. (Municipal Code 6.14.030)
- b. Dog owners are required to clean up after their dogs.

## 13. Use of Private Equipment

a. Use of private equipment such as shade structures, umbrellas, etc. must be approved on a case by case basis.

## 14. Free Speech Activity

a. Event organizers should be prepared to accommodate individuals and/or groups that wish to speak or express themselves freely in public. Users may need to rent and designate an appropriate area to accommodate free speech activities. The City will not be responsible for interference or inconvenience caused by free speech activity, and fees are not refundable due to such activity. If significant free speech activity is anticipated, the City of Rohnert Park Department of Public Safety may require assignment of police officers to an event, and any costs shall be paid for by the event organizer. Any property damage or cleanup costs incurred by the city shall be the responsibility of the event organizer and may be deducted from the security deposit.

## **E.** Recreation Facility Fee Schedule

All groups are categorized into two possible billing groups, Minor Event or Major Event. These categories are determined by answering a number of qualifying questions on the Special Event Application.

#### 1. Minor Event

a. All or part of the damage deposit may be refunded based upon the condition of the facility after the event. Notification of damage will take place within ten days after the event and refunds will be issued 4-6 weeks after the event date.

## 2. Major Event

a. All or part of the damage deposit may be refunded based upon the condition of the facility after the event. Notification of damage will take place with twenty days after the event and refunds will be issued 4-6 weeks after the event date.

#### 3. Cancellation

a. Cancellation of your event less than sixty (60) days prior to your event will result in the forfeit of your deposit. An administrative fee will be charged for any cancellations prior to the sixty (60) day period. In either case all other rental fees paid will be refunded in 4-6 weeks.

## 4. Change of Date

a. Renter may request to change the date of an event if the date is still available with an administrative fee set by the Community Services Director, though any requests for changing dates less than 60 days prior to your current date will be treated as a cancellation for the purposes of this policy.

#### 5. Insurance

a. Insurance is required for all Large Special Event Rentals. See "Insurance" on page 4 for specific requirements.