

CHAPTER 5

PUBLIC ACCOMMODATION

5.1 SERVICE AREA

Except as otherwise provided, no new water connections will be made to serve lands outside the District. Any exception to this rule can only be by resolution of the Board. Past exceptions involving the sale of surplus water, when available, to be used outside the District, shall be subject to the provisions of the Water Code regarding the same, and under such special rates, rules, and regulations as may be determined by the Board.

Water will only be served from District main pipelines at points approved by the Board of Directors or the District Manager which are actively and presently used by the District unless otherwise ordered by the Board.

5.2 COPYING PUBLIC DOCUMENTS

Individuals requesting copies of public documents, which pertain to District business, shall be charged a copy fee per sheet copied to defray expenses associated with the copying process. Copies of the agenda packet (except for privileged documents) shall be made available to the public on the District's website. A limited quantity (based on normal audience attendance) of such documents shall be copied in advance of each meeting and made available to the public in attendance at no charge. Individuals requesting copies of such documents prior to the Board meeting may be charged the copy fee per sheet. The copy fee may be levied at Board meetings for copies of voluminous documents if more are needed and/or requested in addition to those normally prepared for the public at Board meetings. The copy fee shall be set by the Board from time to time and be available upon request at the District office, and set forth in Paradise Irrigation District Water Rate Fees and Charges.

5.3 ADVERTISING

Legal advertising will be placed in the Paradise Post or any other newspaper of record which is preferably located or maintains an office in Paradise.

A. Postings –

Required advertising and District notifications shall be made in the Paradise Post or any other newspaper of record, whichever is most economical, and as long as each maintains a local office presence in Paradise.

B. Press Releases –

Press releases to the news media shall require the prior approval of the Manager. The Manager shall make every attempt to provide copies of press releases to all Directors before making them available to the public.

5.4 RECREATION

A. Paradise Lake –

The public has access to Paradise Lake and may use the facilities in accordance with the Rules and Regulations Governing District Lakes and Reservoirs and Adjoining Facilities, and remittance of the required fees (Appendix B.2). At a minimum, the facility is available for seasonal fishing, boating with restricted use of motors other than electric trolling types, day use only activities, picnicking, hiking, and no swimming.

B. Magalia Reservoir –

Since the Reservoir and Little Butte Creek between the Reservoir and Paradise Lake are considered as regulating facilities to meet daily or peak consumption demands and as a terminal reservoir to a water collecting facility and as a distribution facility from which water may be supplied for drinking or domestic purposes, access around the reservoir shall be prohibited.

5.5 PARADISE LAKE GROUP RESERVATION POLICY

- A. Group events at the reservation area and gazebo must be scheduled in advance, estimated rental fees must be paid, and a rental agreement must be executed. The Facilities Rental Agreement is located in Appendix B.2.
- B. Group rental rates will be established by the Board and may change at any time.
- C. Renters and their guests must abide by all Paradise Lake rules and regulations then in existence. Renter accepts full responsibility to return the area to its original or better condition by the end of the event.
- D. Conditions regarding alcoholic beverages:
 - 1. Consumption of alcoholic beverages by persons under 21 years of age is prohibited AT ALL TIMES. Consumption of alcoholic beverages by persons under 21 years of age will result in immediate termination of the event and sheriff notification.
 - 2. Renter accepts full responsibility for the use of alcohol in the facility and agrees to prohibit use of alcohol by persons under 21 years of age. Renter

must execute an agreement with the District Accepting full responsibility for the use of alcohol at the event.

3. Alcoholic beverages must be served in accordance with all Federal, State, and County, and other applicable laws and policies.
 4. During the event, if alcohol is served and renter has not complied with any required rule under this policy, District Staff will notify the person in charge of the function to remove all alcohol from the premises. If this is not accomplished within fifteen (15) minutes of the notice, District Staff will call the Sheriff's Department and the event will be immediately terminated.
 5. Alcoholic beverages may only be served at private events. There shall be no sale of alcoholic beverages and the premises shall not be open to the general public. No tipping of bartenders shall be allowed. A "private event" is one in which all those attending are invited guests of the sponsor or actual members of the sponsoring group. The premises and/or function shall not be advertised or otherwise solicited to the public as a place where alcoholic beverages may be served or otherwise disposed of. The District reserves the right to approve or reject alcohol usage at any event.
 6. Someone 21 years of age or older must be responsible for serving any alcoholic beverages.
 7. Alcoholic beverages must stop being served one (1) hour prior to the end of the event.
 8. A \$200.00 deposit is required in addition to the rental fee if alcoholic beverages are to be served. This \$200.00 deposit, or any balance remaining, may be refunded only after the District Staff has had an opportunity to examine the venue for consistency with this section 5.14.
 9. Any clean-up costs associated with alcohol usage will be deducted from the deposit. Any damage to the facility will be repaired at the renter's expense and taken out of the deposit. If damage is above the deposit amount, the renter will be billed the additional amount.
- E. Failure to comply with this policy will result in the immediate cancellation of the contract and/or termination of the event, possible sheriff notification, and the Renter losing the rental deposit.
- F. Renter assumes full responsibility for the conduct and actions of the guests at the function. The event will be shut down if there is any misconduct and the Sheriff will be notified.

- G. There must be a designated person in charge that is 21 years or older on site at all times while the event is in progress.
- H. Gazebo and picnic reservation area shall have maximum of 100 persons at the event.
- I. Gazebo is only available for use by reservation but can be rented without picnic reservation area.
- J. Events with 51 or more persons must submit proof of liability insurance 4 weeks prior to your event with minimum coverage amounts as set forth in the venue agreement with the District.
- K. Renter and Renter's attendees and guests must comply with all laws, ordinances, and regulations, including District's then-existing rules and regulations, while utilizing District facilities.
- L. Renter may not use District facilities in a manner that conflicts with, undermines, or interferes with the District's mission to provide water to its customers. Renter will not utilize District facilities to promote discrimination, hatred, or expose to contempt, any person or group of persons designated as a protected class under any applicable law.