

Padre Dam Municipal Water District Santee Lakes Recreation Preserve **Rules and Regulations** January 1, 2020





# SECTION 9 SANTEE LAKES RECREATION PRESERVE

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#### SECTION 9 SANTEE LAKES RECREATION PRESERVE

#### 9.1 INTRODUCTION

Santee Lakes Recreation Preserve (Park) is a beautiful recreational facility owned and operated by Padre Dam Municipal Water District. It is located strategically within San Diego County. Its seven Lakes, which contain approximately 82 surface acres of water, were formed by sand and gravel mining in the dry stream bed of Sycamore Canyon as part of the District's original water reclamation program.

In the early 1960's, the District converted the Lakes to recreational use to demonstrate the concept of water reuse. Its purpose was also to gain public acceptance of reclaimed water for recreational, agricultural, irrigation, and industrial applications.

Today, the Park provides daytime recreation, overnight camping, picnicking, fishing, and special events.

#### 9.2 AUTHORITY AND ENFORCEMENT OF PARK REGULATIONS

# 9.2.1 Authority

The California Water Code authorizes the District to govern the public use of its facilities, and these rules and regulations are established pursuant to this code for the protection of District property and public safety.

The District's rules and regulations governing public use of Santee Lakes Recreation Preserve, including reasonable fees for such use, are established by ordinances of its Board of Directors.

# 9.2.2 Enforcement

The Park rules and regulations shall govern and apply to all visitors utilizing the Santee Lakes Recreation Preserve.

District Park staff are authorized and empowered to enforce Park rules and regulations, as well as State and local codes relating to safe use of the Park and any other facilities owned, operated, or leased by the District. Park staff may issue citations for violations and eject or exclude any violator as specified in the Park Rules and Regulations.

## **9.2.3** Hours of Use (Park Day Use - Lakes #1-5)

No person shall remain upon the grounds of Santee Lakes Recreation Preserve (day use - Lakes 1-5) or occupy the grounds of such areas, or any part thereof, or use any of the facilities and/or equipment therein, or permit any vehicle to remain therein, except between the hours of 8:00 am and the posted closing time Monday through Thursday and 6:00 am and the posted closing time Friday, Saturday, and Sunday (campground excluded). Park hours are subject to seasonal and special use changes.

## 9.2.4 Children

No person shall permit any child under the age of seven years to be left unattended on the Park or District property.

## 9.2.5 Protection of Children in Santee Lakes

#### **Prohibition:**

In accordance with Penal Code section 3053.8, any person who is released on parole after having served a term of imprisonment for any of the offenses specified in Section 3053.8(b) in which one or more of the victims was under 14 years of age, and for which registration is required pursuant to the Sex Offender Registration Act, is prohibited from entering Santee Lakes Recreation Preserve without the express permission of his or her parole agent.

## **Enforcement:**

Any person who violates this Section will immediately be ejected from the Santee Lakes Recreation Preserve and may be subject to monetary penalties pursuant to Water Code Section 71600 and shall be guilty of a misdemeanor pursuant to Section 71660 of the Water Code.

Further, any person who violates this Section 9.2.5 may also be subject to criminal prosecution in accordance with state law.

## 9.3 PARK VEHICLE USE

Operators of motor vehicles, motorized scooters and golf/utility carts as well as bicycles, skateboards, skates, non-motorized scooters and other self-propelled vehicles within the Park shall strictly obey all State and local vehicle operation statutes, codes, and regulations, as well as all Park rules and regulations. Loud or disruptive vehicles are prohibited within the Park boundaries.

#### 9.3.1 Vehicle Speed Limit

Visitors shall not operate any vehicle within the Park at a speed in excess of the posted speed limit. No visitor shall drive a vehicle within the Park other than in a reasonable and prudent manner and with due regard for traffic and road conditions. In no event shall a vehicle be driven at a speed which endangers the safety of persons, property, or wildlife.

# 9.3.2 Drivers' Licenses

Visitors shall not operate any type of motorized vehicle on Park property that requires a valid license to drive it, without possession of a valid driver's license.

### 9.3.3 Roadway Rules

Vehicles shall be operated only on designated roadways and parking areas. Motor vehicles, bicyclists, skaters, scooters, walkers, runners and other recreational users shall share the roadways within the Park.

# 9.3.4 Vehicle Washing and Repair

Persons are prohibited from washing, repairing, or cleaning any vehicles within Park boundaries.

# 9.3.5 Vehicle Parking

Visitors shall not illegally park a vehicle within the boundaries of the Park or campground, or leave a vehicle parked overnight in either the day-use area or campground without authorization by the District. The District reserves the right to tow vehicles illegally parked within the Park or campground, at the vehicle owner's expense.

## 9.3.6 <u>Day-Use Vehicle Parking/Entrance Fees</u>

Fees for vehicle, RV and bus parking/entrance shall be paid by Park visitors as stated in section 9.12.1 (Vehicle Parking/Entrance Fees). Peak Demand fees may be collected during periods of higher consumer demand; a time at which a product is at its strongest sales.

# 9.3.7 RVs and Buses in the Day Use Area

RVs and/or buses that do not adequately fit in a marked parking stall must park parallel along the west side of Lake1.

# 9.3.8 Electric Vehicle and Golf/Utility Cart Use

Electric vehicles and golf/utility carts within the Park boundaries shall strictly obey all State and local vehicle operation statutes, codes, and regulations; shall only operate on designated roadways; shall obey all of the rules listed above.

The operator of an electric cart golf/utility cart within the Park boundaries must possess a valid driver's license; all electric vehicles and golf/utility carts must be registered and paid for at the Park Office. Fees for electric vehicle and golf cart/utility cart parking shall be paid on a per "car" basis by Park visitors as stated in section 9.12.1 (Vehicle Parking/Entrance Fees).

# 9.3.9 Motorized Scooters

All motorized scooters within the Park boundaries shall strictly obey all Park rules and regulations and shall only operate on designated roadways.

Gas powered scooters are prohibited within the Park boundaries. Only electric powered scooters are permitted for use within the Park boundaries. The operator of a motorized scooter must be at least 12 years of age. All operators, regardless of age, must wear a helmet at all times.

## 9.3.10 **Walkways**

Sidewalks and walkways must be shared by pedestrians, skateboards, bicycles, scooters, roller blades and other users. No one shall use the sidewalks or walkways in a manner that endangers themselves or others. While using the walkways or sidewalks, speed must be limited to a rate that is controlled and is not dangerous. Dangerous or unsafe conditions will be determined at the sole discretion of Park Staff.

#### 9.4 BOAT USE

#### 9.4.1 Boat Rentals

Park visitors may rent row boats, pedal boats, kayaks or canoes for use on designated Lakes only. Boats may be rented year-round during Park Office Hours, subject to weather and other seasonal factors.

#### 9.4.2 Rental Rates

Fees for renting boats shall be paid by Park visitors as stated in section 9.12.2 (Boat Rental Rates).

#### 9.4.3 Boat Operation

Visitors shall not operate any boat within the Park other than District-owned rental craft, unless prior approval is obtained from the District.

# 9.4.4 Boat Docks

Only employees and paid boat rental customers, while loading or unloading, are permitted on the boat docks. Loitering or fishing on the boat dock and rental area is prohibited.

# 9.4.5 Life Jackets

Life jackets approved by the United States Coast Guard must be worn by all children under 11 years old and all non-swimmers occupying any boat at Santee Lakes. Children under the age of one year old or less than 20 lbs. are not allowed on the boats. All occupants of canoes, kayaks, and rowboats, regardless of age, must wear life jackets. Removal of life jackets while aboard a boat will result in loss of boating privileges and forfeiture of all fees paid. Such equipment is provided by the District.

## 9.4.6 Boat Load Limits

The maximum manufacturer boat load limits must be observed at all times:

Pedal Boats	Follow occupancy and load limits posted on each vessel.	
Row Boats	Four adults and one child under 60 lbs.	
	In order to rent a pedal or row boat, one occupant must be a minimum of 18	
	years of age.	
Canoes/Kayaks	Two persons, one of whom must be 18 years of age or older.	
	Children under 11 years of age will not be permitted on canoes or kayaks.	

Individuals must be at least 18 years of age in order to rent a pedal boat, row boat, canoe, or kayak.

## 9.4.7 Unsafe Activities

Any malicious or unsafe boating activities, or any failure to observe all posted safety rules, will result in loss of boating privileges and forfeiture of all fees and deposits paid. Boat occupants must remain seated at all times. Body contact with the water is prohibited. Boats must remain a minimum of five feet away

from the shore and other vessels. Unloading and/or exchanging occupants on the islands or any location other than the boat dock is strictly prohibited.

# 9.4.8 Responsibility for Loss or Damage

Boat rental customers shall be responsible for any loss or damage to boats, life jackets, boat paddles or oars, and/or any other District property.

## 9.4.9 Boating Hours

Boats may be rented to the public only during posted hours. All boats must be returned to the dock no later than one-half hour prior to Park Office closing time unless otherwise specified by Park Staff.

#### 9.5 FISHING AT SANTEE LAKES

The District operates a fishing program at the Park, and various Lakes are periodically stocked with fish.

#### 9.5.1 Park Fishing Regulations

Park visitors shall obey all Park fishing rules and regulations as promulgated by the District. Fishing is allowed only in designated Lakes.

# 9.5.2 Park Fishing Permits

No person 16 years or older shall fish without a valid adult fishing permit. No child between 7 and 15 years of age may fish without a valid junior fishing permit. One child under 7 years of age may fish without a permit when accompanied by an adult with a valid permit; the fishing limit shall be that of one person. The Teen Bass Pass, which is part of our annual permit program for catch and release bass fishing, may be purchased by youth 16 and 17 years of age. An additional permit may be required for taking trout during specified times of the year.

All permits are non-refundable and non-transferable. Permits may be obtained from various outlets throughout the Park.

A Park fishing permit entitles anglers to utilize only one closely attended fishing pole with a maximum of three hooks. A second fishing pole may be utilized only with the purchase of a second pole permit. Fees for fishing permits shall be paid by Park visitors as stated in section 9.12.3 (Fishing Permit Fees).

# 9.5.3 Fishing License

The District may require anglers over the age of 16 to obtain a valid California State Fishing License issued by the California Department of Fish and Game.

## 9.5.4 Fishing Hours

Day-use visitors may fish only during posted Park hours unless authorized by the Park and Recreation Director. Registered campers may fish from sunrise to sunset with a Day-Use Fishing Permit and from 5:00 pm to 11:00 pm with a Night Fishing Permit.

# 9.5.5 Night Fishing

Anglers must be a registered camper, have a light at all times and be at least 16 years of age or accompanied by an adult. Anglers may only night fish on Lakes 6 and 7 between the hours of 5:00 pm and 11:00 pm. The 9:00 pm campground quiet hour must be observed. Anglers may not fish directly behind or within close proximity to a campsite not registered under their name.

## 9.5.6 Daily Creel Limits

Authorized District staff reserves the right to inspect the creel catch of any angler fishing on District property. Anglers may only place their catch in one single location. Creels may not be shared among two or more anglers.

Creel limits for all fish with the exception of bass which is strictly catch and release, and carp which does not have a limit, shall not exceed a combined total of five fish per person, per day. When Carp are caught, they shall not be released back into any of the Lakes within the Recreation Preserve. Incentives for the catch and removal of carp from Santee Lakes may be provided at the discretion of the Director of Park and Recreation. Anglers in possession of fish in excess of the creel limits or in violation of any fishing Rule or Regulation are subject to a non-compliance fee. Fees for noncompliance with daily creel limits and fishing restrictions imposed by permit or otherwise at the Park shall be paid by Park visitors as stated in section 9.12.5 (Non-Compliance Fees).

Creel limits and fishing regulations may be changed as deemed necessary by the Park and Recreation Director.

## 9.5.7 **Bait Restrictions**

The use of minnows, frogs, goldfish, or other game fish as bait is not permitted. The use of any type of attractant or chum is not permitted. Corn may not be used as bait.

# 9.5.8 "Catch and Release" of Fish

The practice of "catch and release" of catfish is strongly encouraged. The "catch and release" of trout and carp is prohibited. Bass fishing is limited to catch and release only. All bass caught in any of the Lakes must be released back into the lake that it was caught in. Persons in violation of the catch and release policy are subject to a non-compliance fee, which shall be paid by Park visitors as stated in section 9.12.5 (Non-Compliance Fees).

## 9.5.9 Lakes Designated for Fishing

Fishing in Lakes 6 and 7 is restricted to registered campers only. All other Lakes are open for public fishing unless otherwise designated and posted. Non–registered campers may purchase a stamp along with a daily fishing permit to fish Lakes 6 and 7. The District may limit the number of stamps sold in order to fish Lakes 6 and 7. All other fishing rules covered in section 9.5 will apply unless special privileges are requested in advance and approved by the District. Fees for use of Lakes 6 and 7 shall be paid by Park visitors as stated in section 9.12.3 (Fishing Permit Fees).

# 9.5.10 Non-Compliance Fee

Visitors observed fishing without a Park Fishing Permit or in violation of any fishing Rule or Regulation will be required to pay an additional fee called a Non-Compliance Fee. This fee is in <u>addition</u> to the Park Fishing Permit and will be required to be paid prior to obtaining permission to continue to fish at Santee Lakes Recreation Preserve. Any angler fishing or in possession of fish without a valid permit is subject to prosecution of applicable State Penal Code violations and may be required to purchase all fish in possession at the established cost per pound. Fees for noncompliance with daily limits and fishing restrictions imposed by permit or otherwise at the Park pursuant to this section shall be paid by Park visitors as stated in section 9.12.3 (Fishing Permit Fees) and 9.12.5 (Non-Compliance Fees).

# 9.5.11 Sportsmanship

The Santee Lakes fishing program is committed to promoting sportsmanship and fairness. The permitted technique for taking fish is limited to only that of pole fishing. Drop lines, trout line, magnets, spearing, netting and other techniques are not permitted. Anglers are urged to respect the rights of others, and allow fair distance between each other.

## 9.6 PICNIC AND RECREATION AREAS

## 9.6.1 Reserved Day Use Areas

Groups and organizations may reserve designated day-use areas in the Park for picnics, recreation, and other special events.

The Park Office must be contacted in advance regarding availability of group day-use locations, reservations, and the payment of related fees including event deposit. Peak Demand fees may be collected during periods of higher consumer demand; a time at which a product is at its strongest sales. Groups must reserve appropriate areas for the number of people in attendance. Horseshoe pits are available by reservation only with a refundable deposit. All Park visitors including those with a reserved group area must pay the vehicle parking/entrance fee. Prepaid parking/entrance tickets may be purchased at the Park Office. Payment and cleaning deposits are due at time of reservation. Group Areas are non-refundable except for rain as determined by the Park and Recreation Coordinator in his or her sole discretion on the day of event.

Fees for reservation and use of the day-use areas shall be paid by Park visitors as stated in section 9.12.6 (Event Deposits) and 9.12.7 (Picnic Area Fees).

Groups given authorization to use the Park after normal operating hours will be required to pay additional fees for patrol, security, maintenance, and gatehouse staff. Park management, at their sole discretion shall determine how many additional staff will be required.

# 9.6.2 **Equipment Rentals**

Park visitors may rent various picnic and recreation equipment from the Park Office. Equipment is available by reservation only with a refundable deposit. Fees related to equipment use shall be paid by

Park visitors as stated in section 9.12.4 (Miscellaneous Fees for Day Use Services) and 9.12.8 (Rental Equipment).

# 9.6.3 Use of Sound Amplifying Equipment

Sound Amplifying Equipment can only be used in reserved specified day-use areas. Visitors shall not use sound amplifying equipment without the prior approval of the District and payment of applicable fees. Fees related to amplified music shall be paid by Park visitors as stated in section 9.12.8 (Rental Equipment).

The noise level of any sound amplifying equipment approved for use within the Park shall not cause unreasonable discomfort or annoyance to other Park visitors, or to any persons within hearing range outside the Park. In no event shall the ambient noise level exceed 50 decibels, 50 feet from noise source.

Live bands are not permitted within Santee Lakes except with special authorization and permission from the Park Management.

Visitors shall not use stereos, including vehicle stereos, in a manner that is disruptive to other Park visitors or surrounding residents.

## 9.6.4 Inflatables

Inflatables are allowed in designated reserved areas only. A Hold Harmless Agreement must be on file prior to the event. The company or organization providing the inflatable(s) must provide proof of liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage *naming Padre Dam Municipal Water District as additional insured*. The individual or group reserving or using a Park picnic area must supervise and be responsible for the inflatable during the entire time it is within the Park boundaries. This includes supervision until the inflatable is removed by the rental company. Personally owned inflatables are not permitted. Inflatables may only be provided by professional rental companies that meet the "Approved Vendor" and insurance requirements established by the Park. "Quiet Generators" must be used. In no event shall the ambient noise level exceed 50 decibels, 50 feet from noise source. Fees related to specialty uses (including but not limited to use of inflatables and dunk tanks) shall be paid by Park visitors as stated in section 9.12.7 (Picnic Area Fees).

# 9.6.5 Carnival Rides and Specialty Equipment

Carnival rides and specialty equipment must be approved in advance by the District. All insurance requirements and use fees stated in section 9.6.4 (Inflatables) shall apply. All load-ins and load-outs of equipment must take place within the designated timeframe specified by Santee Lakes. If there is an event prior, a coordinated timed delivery will be required. Santee Lakes is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the individual or group using the Park space or individual or group's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by rental company, individual or group using the Park space, or the individual or group's representative. Limited storage may be available upon request. Space rental fees will be applied to any items left overnight or beyond normal load-in/load-out times. Items left beyond the agreed upon load-out time are subject to removal at the individual or group using the Park space expense. This also applies

to items left post-event for shipment out via contracted company. Note: It is not the responsibility of Santee Lakes to ensure that pick-ups are scheduled and executed.

# 9.6.6 Day Camps & Field Trips

The Park Office must be contacted in advance regarding availability of group day-use locations, reservations, and the payment of related fees for all organized Day Camps and Field Trips. These groups include but are not limited to non-profits, schools, churches, municipalities and social service organizations. A per passenger fee will be charged for all visitors arriving by bus or van with 10 passengers or more as stated on section 9.12.1 (Vehicle Parking/Entrance Fees). Additional vehicles will be charged the normal parking/entrance fee as stated in section 9.12.1 (Vehicle Parking/Entrance Fees).

Prepaid parking/entrance tickets may be purchased at the Park Office. Payment of the fee and a cleaning deposit is due at time of reservation. Trash containers and portable restrooms will be reserved by the Park Office at an additional charge to the group as determined by Park Staff. Fees related to trash containers and portable restrooms shall be paid as stated in section 9.12.7 (Picnic Area Fees).

# 9.6.7 Large Groups (300 or more)

Large groups of 300 or more must reserve all of Lake 1 (areas A-D, Gazebo 1) or all of north Lake 5 (areas Q-V, Gazebo 3), submit a detailed parking plan no less than 20 days prior to the scheduled event for approval by Park Management, and comply with all regulations in this section.

Trash containers and portable restrooms will be reserved by Park Office at an additional charge to the group as determined by Park Staff. Event liability insurance will be required for events and/or picnics of 300 guests or more; or of any picnic/party as deemed necessary in the judgment of the Park Management. Vehicle Parking/Entrance Fees related to large groups shall be paid in the same manner as stated in section 9.6.6 (Day Camps & Field Trips). Additional fees, including staff time reimbursement, may apply, as determined at Park Management's discretion.

## 9.6.8 Approved Vendors and Advertisements

## A. Vendor Policy

All Park users must utilize service vendors from the Park's Approved Vendor List. A copy of the Approved Vendor List is available from the Park Office. Once a vendor has met all requirements for the Approved Vendor list and remains a member in good standing, they may also opt for inclusion (for an additional fee) on the Preferred Vendor List.

All Vendors who wish to be included on the Approved Vendor List must comply with the following:

- Applicant must submit a completed Approved Vendor Application/Permit.
- 2. Filling out the application does not guarantee approval. Applications will be reviewed by the District and the vendor will receive notification of approval or rejection within 10 business days of the District's receipt of the application.
- 3. If approved, the Permit is effective on the date of issuance and is valid for duration of the calendar year (through December 31st).
- 4. There is no automatic renewal at the end of the calendar year. Vendors must apply each year

- if they wish to remain on the Approved Vendor List.
- 5. Applicant must provide a list of at least three references.
- 6. Applicant must provide a high level of customer service.
- 7. Applicant must have a reputation for professional business practices.
- 8. Applicant must provide a schedule of fees and will agree to maintain those fees without change for the duration of the permit period.
- 9. Applicant must have a valid City of Santee Business License.
- 10. Applicant must provide proof of liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage naming Padre Dam Municipal Water District as additional insured (copy of insurance certificate must be on file for the duration of the permit period).
- 11. Only Santee Lakes Preferred Vendors will receive the additional benefits of cross-promotion and online exposure through Santee Lakes' marketing channels.
- 12. Applicant must pay the Approved Vendor or Preferred Approved Vendor Fee as stated in section 9.12.7 (Picnic Area Fees).

# B. Approved Vendors Operating Unmanned Aircraft System (UAS)/Drones

All UAS operations within the Park shall be conducted by Vendors approved through the procedure laid out in Section 9.6.8.

All UAS operations shall be conducted in full compliance with the regulations promulgated by the Federal Aviation Administration as may be amended from time to time. These regulations include, but are not limited to:

- 1. All UAS must be operated below 400 feet and remain clear of surrounding obstacles;
- 2. All UAS must remain within visual line of sight of the operator at all times;
- 3. All UAS must remain clear of and not interfere with any manned aircraft operations, including but not limited to any aircraft being operated by emergency services personnel whether or not in the commission of their duties;
- 4. No UAS may operate within five miles of an airport unless the operator has contacted the airport and control tower before flying, and presents proof of that contact to Park Management;
- 5. No UAS may be operated within 100 feet of an individual or wildlife within the Park, regardless of the vertical altitude of the drone at the time;
- 6. No UAS shall be operated in a careless or reckless manner such that the operation may endanger people or other aircraft or harm Park property.

# C. Advertising Policy

Consistent with California Water Code section 71000 *et seq.*, the District's primary functions are to provide water, recycled water, sewer and recreational services. The District operates the Santee Lakes Recreation Preserve (Park) as part of its commitment to providing recreational services and demonstrating the concept of water reuse. The District authorizes advertising in the Park brochure under District advertising contracts for the purpose of generating revenue to support District operations.

In keeping with its functions noted above, the District does not intend by accepting advertising to convert its property into an open public forum for public discourse, debate or expressive activity. Rather, the

District accepts advertising as a means of generating revenue to support its operations. In furtherance of this discreet and limited objective, the District retains control over the nature of advertisements accepted for posting in the Park brochure and maintains its advertising space as a non-public forum. This policy prohibits advertisements that could detract from the District's goal of generating revenue or interfere with the safe and convenient delivery of District services to the public. Through this policy, the District intends to establish the following uniform, viewpoint-neutral standards for advertisements in the Park brochure:

- 1. District advertising contractors shall not post any advertisement that concerns a declared political candidate or ballot measure scheduled for consideration by the voters in an upcoming election or an initiative petition submitted to the San Diego Registrar of Voters.
- 2. District advertising contractors shall not post any advertisement that infringes on copyright, trade or service mark, title or slogan.
- 3. District advertising contractors shall not post any commercial advertisements that are false, misleading or deceptive.
- 4. District advertising contractors shall not post any advertisement that is obscene or pornographic.
- 5. District advertising contractors shall not post any advertisement that is clearly defamatory or advocates imminent lawlessness or violent action.
- 6. District advertising contractors shall not post any advertisement for tobacco or firearms.
- 7. District advertising contractors shall not post any advertisement for a business with a Better Business Bureau rating of less than A.
- 8. District advertising contractors and/or officials or officers thereof who have violated any of the District Rules and Regulations are prohibited from posting any advertisement.
- 9. District advertising contractors shall post the following language with every advertisement, in a size and location approved by the District: "The views expressed in this advertisement do not necessarily reflect the views of the Padre Dam Municipal Water District."

The District reserves the right, from time to time, to amend, suspend, modify or revoke the application of any or all of these standards as it deems necessary to comply with legal mandates, or to facilitate its primary functions, or to fulfill the goals and objectives referred to herein. All provisions of this advertising policy shall be deemed severable.

Contracts granting advertising rights in the Park brochure shall include this policy as an attachment and require the following:

- 1. The advertising contractor must comply with the advertising standards set forth in this advertising policy, as they may be amended from time to time.
- 2. The advertising contractor must display only those advertisements that are in compliance with this advertising policy.

# 9.6.9 Beer Kegs

Beer kegs are not permitted in the Park or campground without prior approval by Park Management.

## 9.6.10 Sprayground

- 1. Sprayground use is for children ages 13 years and younger.
- 2. Adults may accompany children under the age of four onto the Sprayground.
- 3. Running, jumping, unsafe play and climbing is prohibited.
- 4. Swim diapers are required for toddlers.
- 5. No glass allowed in Sprayground area.
- 6. Each child must purchase and wear a Sprayground wristband.

Fees related to Sprayground use shall be paid as stated in section 9.12.13 (Sprayground Fees).

# 9.7 PROTECTION OF PARK PROPERTY, PUBLIC AND WILD LIFE

## 9.7.1 Park Property

Visitors shall not damage or deface any Park property owned or leased by the District.

## 9.7.2 Park Vegetation

Visitors shall not dig up, remove, or damage any tree, plant, shrub, or other vegetation in the Park. Visitors shall not tie, wire, screw, nail, staple, tape, hang or drape any item(s) from trees.

#### 9.7.3 Trash Disposal

Visitors shall not place or leave any glass, ashes, wastepaper, bottles, cans, or other trash or rubbish in the Park except in receptacles provided for that purpose. Trash or rubbish shall not be brought into the Park for disposal.

# 9.7.4 Trespassing

Visitors shall not trespass on Park property or use Park facilities during hours not posted for public use, and shall not remain on the premises after closing, except with the prior approval of the District.

# 9.7.5 Fire Hazards

Visitors shall not create any fire hazard in the Park.

# 9.7.6 Birds and Animals

Visitors shall not molest, injure, or kill any bird or mammal in the Park or interfere with its habitat.

#### 9.8 PROHIBITED ACTIVITIES

# 9.8.1 <u>Use of Firearms, Explosives and Projectiles</u>

Visitors shall not possess or discharge any firearms, other weapons or fireworks, or any other article of an explosive nature within the Park.

Visitors shall not possess or use any archery equipment, darts, or other projectiles within the Park.

## 9.8.2 **Selling or Soliciting**

Visitors shall not engage in soliciting, selling, or peddling any goods or services, or distribute any circulars in the Park, without the prior approval of the District.

# 9.8.3 Wading or Swimming

Visitors shall not swim or wade in any lake, pond, or stream within the Park.

## 9.8.4 <u>Intoxication or Influence of Alcohol or Drugs</u>

Visitors shall not be permitted on Park premises while intoxicated or under the influence of alcohol or drugs.

# 9.8.5 Service Animals, Pets and other Domestic Animals

Visitors shall not bring any pet or other domestic animals into the day-use area of the Park, including horses and emotional or comfort support animals, unless such animal is confined within a vehicle, and with the prior approval of the District. Provided, however, that Visitors may bring dogs into the park at designated locations for the purpose of using the Pet Walk Area and Campground, including as specifically stated in section 9.9.14 (Pets in Campground).

In accordance with Title II of the Americans with Disabilities Act ("ADA") and applicable state law, Santee Lakes welcomes visitors with service animals. Service animals are "dogs that are individually trained to do work or perform tasks for people with disabilities," according to the Revised Americans with Disabilities Act Service Animal Requirements. Our Pet Policy applies to service animals with the following exemptions:

- 1. Service animals in a working capacity are allowed in all public areas of the park when accompanied by a visitor with a disability; and,
- 2. Service animals should be harnessed, leashed or tethered unless such devices interfere with the service animal's work, or if the visitor's disability prevents the use of these devices. In that case, the visitor must maintain control of the animal through voice, signal or other effective controls.

We understand that service animals may need recreational breaks; therefore, if a service animal is not working (e.g., running around, playing fetch, etc.), it is only permitted at designated pet locations. Emotional support animals, comfort animals, and therapy dogs are not service animals under applicable law. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The work or tasks performed by a service animal must be directly related to the individual's

disability.

Examples of animals that fit the ADA's definition of "service animal" because they have been specifically trained to perform a task for the person with a disability include:

- Guide Dog or Seeing Eye Dog is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.
- Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.
- Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with
  disabilities to detect the onset of psychiatric episodes and lessen their effects. Tasks performed
  by psychiatric service animals may include reminding the handler to take medicine, providing
  safety checks or room searches, or turning on lights for persons with Post Traumatic Stress
  Disorder, interrupting self-mutilation by persons with dissociative identity disorders, and keeping
  disoriented individuals from danger.
- SsigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping)
- Seizure Response Dog is a dog trained to assist a person with a seizure disorder. How the dog serves the person depends on the person's needs. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

Under the ADA, service animals are limited to dogs. However, entities must make reasonable modifications in policies to allow individuals with disabilities to use miniature horses if they have been individually trained to do work or perform tasks for individuals with disabilities.

## 9.8.6 **Unsafe Activities**

Visitors shall not engage in any activity on Park premises that is deemed unsafe or hazardous by the Park staff.

A person who commits any one of the following is in violation of the rules and regulations and must immediately leave the premises:

- 1. Engages in fighting or violent behavior;
- 2. Makes loud and raucous noise which causes unreasonable stress and nuisance to other Park visitors;
- 3. Disregards or disobeys direction given by Park Staff;
- 4. Directs abusive epithets or makes any threatening gesture which the person knows is likely to provoke a violent reaction by another, including, but not limited to, spitting on the person or property of another, calling a person slanderous or vile names, or intentionally antagonizing another by use of scurrilous or "fighting" words;
- 5. Disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.

## 9.8.7 Consumption of Alcohol

Except as follows, the possession of any receptacle which contains any alcoholic beverage and which has been opened, or the seal broken, or the contents of which have been partially removed is prohibited:

- 1. On weekends during posted Park hours; and
- 2. On any legal holidays designated by Park Staff; and
- 3. As authorized by a facility use permit issued by the Park Staff.

#### 9.8.8 Smoking

Smoking is prohibited in the Day Use Area of Santee Lakes Recreation Preserve. The "Day Use Area" means all Park property south of the southern shoreline of Lake 6. "Smoking" means using any object or device containing a tobacco product or any other weed, propylene glycol, vegetable glycerin, or plant, typically used for smoking, vaping or hookah. Individuals found in violation will be issued a citation and/or ejected from the Park.

# 9.8.9 Lighter Fluid

The use of lighter fluid or any combustible in order to start a fire or a barbecue is prohibited within the Park and campground.

## 9.8.10 Lost and Found

All lost and found items must be turned into the Park office. Items will be retained in the Park office for 14 days. Items considered to be worth in excess of \$150.00 will be retained for 21 days. Once the retention period has passed, all items not claimed will be either disposed of in the dumpster or taken to a non-profit drop-off center.

## 9.8.11 Use of Unmanned Aircraft System (UAS)/Drones

Visitors shall not possess or pilot any Unmanned Aircraft System (UAS)/Drones within the Park. All UAS operations within the Park shall be conducted by Vendors approved through the procedure laid out in Section 9.6.8.

# 9.9 SANTEE LAKES CAMPGROUND

Padre Dam Municipal Water District operates a campground area at Santee Lakes Recreation Preserve, offering full hookup camping by the day, week, or month, as well as tent camping on a limited basis. Peak Demand fees may be collected during periods of higher consumer demand; a time at which a product is at its strongest sales.

#### **Definitions**

**Bus Conversion:** Any bus (Greyhound type, transit bus, or school bus) that has been converted to a motorized RV.

**Camping Unit:** A Motorized RV, Towable RV, Truck Camper, or Tent.

**Campsite:** A space designed and promoted for the purpose of locating a Motorized RV, Towable RV, Truck Camper, and Tent to be used for camping.

**Car Dolly:** A small two-wheeled dolly used solely for the transportation of a vehicle.

**Conversion:** Vans, trucks and sport utility vehicles typically manufactured by an auto maker, modified in appearance for transportation and recreation by a company specializing in customized vehicles.

**Motorized RVs:** An RV built on or as an integral part of a self-propelled motor vehicle chassis, combining transportation and living quarters in one unit.

**Primitive Camping:** Camping without the modern convenience of full-hookup facilities of water, sewer, and electricity.

**Tent:** A portable canvas or synthetic fiber structure used as a temporary dwelling for vacation or recreation purposes.

**Tent Trailer:** A separate compartment tent, also known as a pop-up tent, which is towed behind your vehicle.

**Towable RVs:** An RV designed to be towed by a motorized vehicle (car, van, or pickup truck) and of such size and weight as not to require a special highway movement permit.

**Truck Camper:** A camping unit that is loaded onto, or affixed to the bed or chassis of a pickup truck. Truck Campers must stay affixed to the vehicle at all times while in the campground. The exception is when the Truck Camper is equipped with a device designed and manufactured to be used and occupied while not affixed to the bed or chassis of a pickup truck (i.e. Stable Lift).

**Utility Trailer:** A trailer used solely for the transportation of the user's personal property and does not exceed a gross weight of 10,000 lbs. (DMV def.).

## 9.9.1 <u>Camping Facilities</u>

Full hookup and tent camping facilities are available to the public. The Camping Unit must be set up on an assigned site. The Camping Unit must be positioned on the designated campsite appropriately so that the utility hook ups are located on the correct side. A Camping Unit not properly positioned on the campsite will be required to move and reposition appropriately. Campsites with towable RVs must have a tow vehicle onsite, each day and night during the entire reservation period. RV storage, laundry facilities, propane gas service, and a dump station for RV holding tanks are also available. A Clubhouse is available (see section regarding Campground, Clubhouse, and Laundry).

#### 9.9.2 Tent Camping

Tent camping is allowed in designated loops only unless otherwise authorized in advance by the District. One tent per campsite is permitted. Organized group tent camping for special events is allowed in any location of the Park, by permit only. Tent camping is available on a limited basis. All campsites must have

a vehicle on site. Tents may not be used for storage. Makeshift tents and clotheslines are not allowed. Tents must not infringe upon other campsites or community areas. There is a two-week maximum stay in a 12-month period if a tent or tent trailer is the primary Camping Unit.

## 9.9.3 Camping Unit Appearance Restrictions

All Camping Units must have current registration and licensing. The Recreation Vehicle Industry Association (RVIA) or Department of Housing certifications are required. Camping at Santee Lakes is a privilege and not an absolute right; therefore, Santee Lakes has adopted rules and regulations regarding the appearance of Camping Units and will deny privileges based on unsightly appearance. Park staff will perform an inspection of all Camping Units entering the Park. If any of the following items are identified, privileges will be denied:

- 1. Damage to the exterior of the unit, including but not limited to, broken windows, dents, rust, holes, exposed wiring or missing panels.
- 2. Leaks.
- 3. Missing components.
- 4. Offensive or unsightly graphics or paint design.
- 5. Makeshift repairs using tape, tarps and/or other materials not suited.

#### 9.9.4 Campsite Rates

Advance campsite reservations require payment of a deposit. Advance campsite reservations of seven nights or less require payment in full at time of reservation. Peak Demand fees may be collected during periods of higher consumer demand; a time at which a product is at its strongest sales. Campsites may be cancelled with a minimum 48-hours advance notice. Fees related to camping and miscellaneous services and deposit amounts shall be paid as stated in sections 9.12.9 (Campsite Fees) and 9.12.10 (Miscellaneous Fees for Campground Services). Camping rates are subject to a City of Santee Occupancy tax. Camping fees must be paid in full no later than the close of business on the first day of each reservation or the reservation is considered delinquent. Campers who are delinquent in campground fees are subject to Vacating/Eviction procedures, which may include, but are not limited to, removing the camper's vehicle at camper's expense.

Special rates may be available, as approved by the District, for Good Sam Members and RV clubs.

The following applies to extended stay campers (those who plan to be, or have been camping for 30 nights or longer: Extended stay campers may be required to establish creditworthiness or pay a security deposit. At the time of application for a long-term reservation, the applicant may be required to provide identification and a social security number to establish creditworthiness. Photo identification may be required.

Any applicant unable to establish creditworthiness and/or provide adequate identification shall be required to provide a security deposit.

The security deposit shall be calculated at the current extended stay rate of the reservation site plus 2 weeks and will be refunded at the check-out after all charges and fees have been processed and paid in full.

Campsite fees must be paid by the individual who will be camping and occupying the campsite. No person shall be allowed to pay for another's camping reservation fee unless authorized by Park Management.

## 9.9.5 Campsite Occupancy

The camping rate includes two people per extended stay site and six people per nightly site. Additional fees are required for additional people for the extended stay sites. Maximum campsite occupancy is six people per site. Each campsite is limited to one camping unit, as defined in this section, and one passenger vehicle. Additional passenger vehicles must be parked in the guest area upon payment of an extra vehicle parking fee. Parking pass must be displayed. No passenger vehicles shall be slept in or inhabited while at the Park. Fees related to additional people and vehicles shall be paid as stated in section 9.12.9 (Campsite Fees).

# 9.9.6 Minors in Campground

Minors under 18 years of age shall not be allowed to register for a campsite. Minors under 18 years of age must be accompanied by their legal guardian while camping overnight. Minors under the age of 18 are required to be in their campsite by 9:00 pm.

# 9.9.7 Campground Check In/Out Time

Campground check-in is from 1:00 pm to 10:00 pm; check-out is by 12:00 pm. Campsites must be vacated by 12:00 pm in order to avoid payment of additional fees as stated in 9.12.9 (fee for Late Off Site), unless camper paid in advance for a Late Check Out as stated in 9.12.9. Campground stays may be extended subject to site availability. Campers desiring to extend their stay must register prior to 11:00 am on their scheduled day of departure.

## 9.9.8 Maximum Stay in Campground

The maximum stay in the Park campground shall not exceed six consecutive months. Stays in excess of two consecutive weeks in a 12-month period require the use of a fully self-contained camping unit.

# 9.9.9 Campground "Quiet time"

A period of "quiet time" shall be observed in the campground area between the hours of 9:00 pm and 8:00 am. During this time, noise and other disturbing activities will not be allowed. The use of generators is not permitted at any time.

# 9.9.10 Outdoor Sleeping Prohibited in Campground

Sleeping outdoors in the campground is not permitted. All campers must sleep inside camping units.

# 9.9.11 Entry and Exit Gates for Campers

Park entry and exit gates are locked at sunset. An electronic side gate in the campground is available on a limited basis for use by registered campers only.

# 9.9.12 Vehicles in Campground

All vehicles operated in the Park and Campground must be street legal and registered with the department of Motor Vehicles. Campground visitors shall observe all Park vehicle use restrictions contained in this section. In addition, no person shall operate a vehicle so as to create excessive noise in the campground area. Visitors in the campground shall not perform vehicle repairs or maintenance without District approval.

# 9.9.13 Campground Guests

All guests of registered campers must park their vehicles in designated guest areas, and must leave the Park by 10:00 pm. Camper guests must pay regular day-use parking/entrance fees as stated in section 9.12.1 (Vehicle Parking/Entrance Fees); registered campers may choose to pay for their visitors as guests of their campsite so they may enjoy all the campground facilities. Registered campers are held responsible for the actions and behavior of their guests and/or visitors while in the Park. In addition, any individual or organization who secures a reservation for another guest's campsite, or a group of guests on multiple campsites, is responsible for any and all damage that may occur on the site or sites or to park/campground facilities. The individual or organization that makes the reservation will be liable to pay for the repairs in order to restore the campsite or park/campground property to its original condition. The campsite reservation may be transferred to the guest or guests who will be occupying the site or sites. At that time all responsibility and liability will shift to the guest or guests who will be occupying the site or sites. The maximum number of people, camping and/or visiting shall not exceed six per campsite at any time.

#### 9.9.14 Pets in Campground

Pets are welcome in the campground but must be registered at the Park Office. Pets are not allowed to enter the day-use area of the Park. Pets must be kept on 6-foot maximum leashes at all times and dogs must wear valid licenses. Vicious and/or noisy pets are not allowed. When leaving a campsite, pets must accompany the registered camper(s) or be confined inside their camping unit. Pets must not be left outside at night. Pet cages and dog runs are prohibited. Health laws prohibit pets from entering the pool area or going inside all buildings. Registered campers must clean up after their pets immediately. A maximum of three pets per campsite is permitted. Only dogs registered in the office may enter the offleash camper dog area. Posted rules must be obeyed. Fees related to campsite pets shall be paid as stated in section 9.12.9 (Campsite Fees).

## 9.9.15 Open Fires in Campground

Ground fires are not permitted. Campfires are permitted in containers approved or provided by the District in designated areas only. Only use local firewood to prevent inadvertently introducing tree-killing insects and diseases. Do not add fuel to fires after 9:00 pm. Campfires are not permitted after 10:00 pm.

# 9.9.16 Campground Swimming Pool

Use of the campground swimming pools and spa is limited to campers only unless authorized in advance by the District. All posted rules must be obeyed.

## 9.9.17 RV Holding Tank Dump Station

A dump station for Camping Units holding tanks is located within the Park facilities. Fees related to dump station use shall be paid as stated in section 9.12.10 (Miscellaneous Fees for Campground Services).

## 9.9.18 Propane Gas Service

Propane gas service is available upon request during posted hours five days a week, except holidays.

# 9.9.19 Storage of Recreational Vehicles

A storage area for Recreational Vehicles is available in the Park. Monthly fees are based upon the size of the site. Fees related to RV storage shall be paid as stated in section 9.12.11 (Recreational Vehicle Storage Fees).

## 9.9.20 Notice to Vacate

Campers who fail to comply with the District's Rules and Regulations and/or are delinquent in campground fees, or have delinquent customer accounts with the District, are subject to Vacating/Eviction procedures, which may include, but are not limited to, removing the camper's vehicle at campers expense.

# 9.9.21 Campsite Cleanliness and Appearance

Campsite cleanliness is required for aesthetic, sanitary and safety purposes. Campers must place trash in one of the trash receptacles located throughout the campground. All personal items are to be kept inside of one's Camping Unit. No clotheslines strung between campsites, trees, etc. Items that are prohibited outside the Camping Unit include but are not limited to: furniture, toys, storage containers, off-road vehicles, home gym equipment, plants, refrigerators/freezers, debris, windchimes, televisions, tarps/canopies, trash, tools, excessive fire wood, hammocks, etc. Items that are permitted include: barbeque, bikes, lawn chairs, and camping related equipment. It is at the discretion of the Park staff to determine whether or not a campsite is in compliance.

## **9.9.22 Trailers**

Any utility trailer not being used as a camping unit, including contained tow behinds and car dollies, but excluding U-hauls, may accompany a camping unit on site. The trailer must not take up otherwise usable extra vehicle parking and therefore the tenant must rent a site that is capable of handling the primary camping unit as well as the utility trailer. No persons will be permitted to sleep (camp) in a utility trailer. Fees related to any necessary additional spaces shall be paid as stated in section 9.12.9 (Campsite Fees).

# 9.9.23 Late Registration

After hours registration will be administered by Park Staff on duty. Campers with reservations may check in until 10 pm. If campsites are available, non-registered campers may also check-in until 10 pm and must fill out a late registration form. The camper must have a valid credit card (Visa, MasterCard, & Discover) in order to register after hours.

# 9.9.24 Camping Clubs

To qualify as a camping club, a group must have a proven history and documentation as a club. Examples of proven history include, but not limited to, a checking account in the club's name, club bylaws, club meeting minutes, etc. A minimum of 10 units is needed to qualify for group rates. Group rates are available weekdays only. A minimum two-night stay is required. A nonrefundable \$100.00 deposit is required at the time of the reservation. Peak Demand fees may be collected during periods of higher consumer demand; a time at which a product is at its strongest sales. The deposit is applied toward the balance. The balance is due one month prior to the camp out. No refunds are given for canceled sites. All reservation adjustments, such as additional sites, additional days or individual site assignments are made by the Wagonmaster (camping club lead or organizer) through the Park Office. Groups are entitled to use the Clubhouse one morning and one evening shift at no additional fee for up to three hours subject to Clubhouse availability. (The Clubhouse fee is \$50.00 an hour for any additional time with a 3-hour minimum.) There is a \$75.00 Security Deposit required at the time of check-in. This will be returned to the Wagonmaster after a walk-thru is completed and approved.

#### 9.10 CAMPGROUND CLUBHOUSE AND LAUNDRY

The Santee Lakes' Clubhouse is located in the campground area of the Park. It is a 2,300 square foot building consisting of a large meeting room, kitchen, restrooms, and laundry, with an adjacent outdoor patio.

# 9.10.1 Use of Clubhouse

Organized camping clubs representing 10 or more paid campsites, may reserve the center for meetings, group functions, and social activities. Other uses of the Clubhouse require an application for use.

The laundry is available for use by all registered campers. All posted hours and rules must be observed.

#### 9.10.2 Reservations for Use of Clubhouse

Reservations for use of the Clubhouse shall be requested in advance by submitting an application at the Park Office (application available at Park Office). Reservations will be accepted in the order of receipt of applications, subject to availability of the facility and payment of a deposit. The District will allocate specific time periods for use of the Clubhouse. Use of the Clubhouse is at the discretion of the District.

## 9.10.3 Fees and Deposits

Organized camping groups may use the Clubhouse on a limited basis, without an additional fee, subject

to availability. Fees related to Clubhouse use shall be paid as stated in section 9.12.12 (Clubhouse Fees and Deposits). Other uses of the Clubhouse are subject to fee and deposit requirements. Such deposits will be refunded upon the satisfactory clean-up of the premises, as determined by the District. Groups will be held responsible for any breakage, loss, or damage resulting from their use of the Clubhouse, and shall pay the full cost of repairs or replacements.

## 9.10.4 Maximum Occupancy

Occupancy of the Clubhouse during group events shall not exceed the recommended maximum capacity established by the Fire Marshal.

# 9.10.5 **Smoking Prohibited**

Smoking inside the Clubhouse, Rest Rooms, Park Store, Office or Laundry Room is strictly prohibited.

## 9.10.6 Decorations

Plans for any decorations in the Clubhouse must be approved in advance by the District. Decorations must be installed in a temporary manner only, and removed without leaving marks, holes, or other remaining evidence. The use of candles, lanterns, or other open flames is prohibited, and glitter or metallic confetti is not allowed.

#### 9.10.7 District Supervision of Event

The District reserves the right to supervise any function or event held at the Clubhouse. The District has complete authority to modify or terminate activities deemed to be inappropriate, unsafe, potentially hazardous, or disturbing to others.

# 9.10.8 Fund-Raisers or Sales

No function may be held in the Clubhouse involving fund-raising activities or the sale of foods, beverages, or other goods, or for which admission is charged, without prior approval of the District.

#### 9.11 CABINS POLICY

All other pertinent Santee Lakes Rules and Regulations apply. It is necessary that all guests have read, understand and agree to the Santee Lakes Rules and Regulations.

# 9.11.1 Reservations

- 1. A deposit of 50 percent of the total Cabin rental fee is required to secure your reservation. Balance is due at check-in.
- 2. Two night minimum reservation is required.
- 3. One night stays allowed depending on availability and require a single night rental fee in addition to a single night cleaning fee as denoted in Section 9.12.14, "Cabin Rental Fees."

- 4. Qualified low income patrons may reserve Cabins for one or more nights at a reduced rate. Reduced rates are limited to Tuesdays OR Wednesdays on the first week of each month (subject to Cabin availability). For qualifications and to obtain a Financial Assistance Application please contact Park staff or visit the Santee Lakes website at www.santeelakes.com.
- 5. Three night minimum reservations required on holidays.
- 6. Maximum reservation is 14 nights.
- 7. Individuals making the reservation must be 21 years of age or older. A minimum of one individual in the visiting party must be 21 years of age or older.
- 8. It is the guest's responsibility to understand what equipment/supplies are not included with the Cabin rental. If clarity is needed, guests must contact the reservation office prior to making reservations.
- 9. A City of Santee Occupancy Tax will be charged on all Cabin reservations.
- Peak Demand fees may be collected during periods of higher consumer demand; a time at which a
  product is at its strongest sales.

# 9.11.2 <u>Cancellations</u>

The Park Staff will hold a Cabin reservation upon payment of a deposit.

Park Staff refund 100 percent any deposit if the reservation is cancelled at least 30 days prior to your scheduled date of arrival, minus a cancellation processing fee as stated in section 9.12.14. There are no refunds for reservations cancelled less than 30 days prior to your scheduled date of arrival.

No refunds will be issued for early departures, late arrivals, inclement weather, power outages or acts of nature. We do not accept cancellations by e-mail.

## 9.11.3 Cabins Check In/Out Time

Cabin check-in is from 3:30 pm to 10:00 pm. (Park office closes at 5:00 pm; however, you may arrive up to 10:00 pm. Arrivals are not accommodated after 10:00 pm. Check-out is before 10:30 am. Cabins must be vacated by 10:30 am in order to avoid payment of additional fees as stated in 9.12.14 (fee for Late Out of Cabin)), unless camper paid in advance for a Late Check Out as stated in section 9.14.

Confirmed reservations will be held for late arrival on the first night of your stay. If you fail to arrive or contact the Park reservations office by 10:00 am of the next day, your entire park reservation will be canceled and applicable cancellation fees will be applied.

Early check-in may be available at 12:00 pm for an additional fee and subject to availability.

## 9.11.4 Pets

Pets are not permitted.

# 9.11.5 Damage/Cleanliness Responsibility

The individual making the reservation will assume responsibility for any damage to the Cabin and its amenities during the stay. A complete inventory is taken after each stay. Cabin site cleanliness is required for safety, sanitary and aesthetic purposes. Smoking is prohibited in all Cabins.

A credit card must be provided for the purpose of a security deposit. Any damage to the Cabin, damage to Park property, missing items, unclean Cabins, or violation of the no pet policy or no smoking policies will be charged to the renter's credit card.

#### 9.11.6 Occupancy

The maximum occupancy in Cabins is four to six people. Violation of these Rules and Regulations shall result in the eviction of the entire party from the Cabin and Park without refund. One vehicle is permitted at each Cabin and is included in the reservation fee. Additional vehicles will be charged a daily fee and must be registered at the Park Office.

Any person using or occupying each Cabin shall not disturb or offend neighbors or nearby residents. Santee Lakes has the right to terminate any rental agreement and to ask disruptive guests to leave the Park.

# 9.11.7 Expectations of Guests upon Check-Out

During a reservation, daily housekeeping will not be provided. It is the guest's responsibility to keep the Cabin clean and undamaged. Upon check-out guests are required to do the following:

- 1. Clean any dishes and utensils you have used and return them, dried to their appropriate drawers or cabinets.
- 2. Pick up your trash in and around the Cabin and place it in the provided trash cans.
- 3. Make sure all Cabin equipment/furnishings are returned to their proper location.
- 4. Sweep the floors.
- 5. Remove all food.

## 9.11.8 Expectations of Guests during their Stay

Guests must obey all of the Santee Lakes Rules and Regulations. The Cabins are not designed for large gatherings and therefore the maximum capacity at a Cabin site (interior and exterior) must not be exceeded, currently set at six individuals. Park Management may authorize additional visitors during daytime Park hours upon request at its sole discretion.

Guests are expected to use the Cabin and equipment with care and caution. Guests will be responsible for any damage to the Cabin and equipment that occurs during their stay. Guests must inform Park Staff when accidents do occur.

# 9.12 SANTEE LAKES RECREATION PRESERVE FEES

The following qualifications and definitions shall apply to the Vehicle Parking/Entrance Fees shown in Section 9.12.1.

#### Disabled Persons:

A pass may be issued to individuals that have been medically determined to have a **permanent disability** that severely limits one or more major life activities. A **permanent disability** is a permanent physical, mental, or sensory impairment that substantially limits one or more major life activities, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. Limit one vehicle per day per person. Applicants must prove a permanent disability, 70 percent or greater, through one of the following acceptable documentation methods:

- Statement by a licensed physician stating the physical restriction the condition places on the applicant and percentage of disability.
- Benefit Summary-Percentage Letter issued by the Veteran's Administration, Social Security Disability Income, or Supplemental Security Income.

# Active Duty Military & Reserves:

Individuals whose status is "active" in the U.S. Air Force, Army, Navy, Marines, National Guard and Coast Guard. Applicants must provide a valid military identification with secondary photo identification. Limit one vehicle per day per person.

# Military Veterans:

Individuals who possess a valid Veterans Identification Card (VIC) issued by the Department of Veterans Affairs or a DD-214 with secondary photo identification. Limit one vehicle per day per person.

## Disabled Veterans:

Disabled individuals who possess a valid Veterans Identification Card (VIC) issued by the Department of Veterans Affairs or a DD-214 with secondary photo identification. Limit one vehicle per day per person.

# 9.12.1 Parking/Entrance Fees

Parking and entrance fees related to admission to the Park will be imposed and collected at the time of admission, as follows:

Description	Fees
Weekends & Holidays	Up to \$10.00/car
Weekdays	Up to \$7.00/car
Day Use RV Parking	Up to \$16.00/RV per day
Special Event and Peak Demand - per car	Up to \$15.00/car
Special Event- Day Use – RV Parking	Up to \$40.00/RV per day
Special Event - per person	Up to \$10.00/person
Parking Pass Book (10 Permits) Special Events Only	\$100.00
Annual Parking/Entrance Passes (Disabled persons, Seniors [60 years or older], Active Duty Military & Reserves, and Military Veterans, receive \$5 off)  - See qualifications and definition above Annual parking/entrance passes exclude RV's and Buses.	\$50.00 - \$150.00 Limited to one vehicle per day per person
Disabled Veterans - See qualifications and definition above.	Fee Waived Limited to one vehicle per day per person
Vehicle Parking/Entrance Fee Waiver for Active Duty Military; Reserves; and Military Veterans on the following holidays: Veterans Day, Memorial Day, and Independence Day  - See qualifications and definition above.	Fee Waived Limited to one vehicle per day per person
Organized Youth Programs in which fees are charged in order to participate (Day Camps, Youth Groups, YMCA, Boys & Girls Club, City Recreation Programs, etc.)	\$2.50 - \$20.00 per person/day
Buses/Vans (10 passenger or larger)	\$1.00 - \$5.00 per passenger, per day

# 9.12.2 Boat Rental Rates (Sec. 9.4.2)

The following fees apply to the rental and use of boats pursuant to Section 9.4:

Description	Fees
5-Seat Pedal Boat: ½ hour	Up to \$20.00
5-Seat Pedal Boat: 1 hour	Up to \$25.00
Canoe: half hour	Up to \$15.00
Canoe: 1 hour	Up to \$18.00
Kayak: half hour	Up to \$16.00
Kayak: 1 hour	Up to \$19.00
Row Boat: half hour	Up to \$16.00
Row Boat: 1 hour	Up to \$19.00
Sailboat	Up to \$40.00
Aqua Cycle ½ hour	Up to \$15.00
Aqua Cycle 1 hour	Up to \$25.00
Daily Boat Rental for Registered Campers: Kayaks, row boats, canoes for use in Lakes 6 and 7 only.	Up to \$50.00/day

# **9.12.3** Fishing Permit Fees (Sec. 9.5.2)

The following fees apply related to obtaining fishing permits and complying with fishing limits pursuant to Section 9.5:

Description	Fees
Adult Fishing Permit, Ages 16 and Over (eligible for ½ price fishing days as published by the Park)	\$4.50 - \$15.00/day
Junior Fishing Permit, Age 15 and under Senior Fishing Permit, Age 60 and over (eligible for ½ price fishing days as published by the Park)	\$3.00 - \$10.00/day
Extra Pole Stamp (limit 2 poles)	\$3.00 - \$8.00/day
Purchase Fish per Pound	Over limit \$5.00/lbs. Limitless Fishing Pond \$4.00 - \$10.00/lbs.
Child under age 7 with a paid adult & under Adult's Creel Limit	N/C
Adult Twilight/Night Fishing Permit (5:00 pm to 11:00 pm) Registered campers only Lakes 6 & 7	\$6.00 - \$10.00/night
Junior Twilight/Night Fishing Permit (5:00 pm to 11:00 pm) Registered campers only Lakes 6 & 7	\$3.00 - \$7.00/night
Junior Bass Pass, Age 15 and under (catch and release only)	\$60.00 - \$100.00/ 12 months
Junior Bass Pass Replacement Charge	\$5.00 - \$20.00
Teen Bass Pass, Age 16-17 (catch and release only)	\$100.00 - \$250.00/ 12 months
Teen Bass Pass Replacement Charge	\$5.00 - \$20.00

# 9.12.4 Miscellaneous Fees for Day Use Services

The following fees apply related to equipment use pursuant to Section 9.6:

Description	Fees
2 hour Internet Service	\$2.00 - \$4.00
1 hour Internet Service	\$3.00 - \$5.00
2 hour Internet Service	\$4.00 - \$6.00
Use of computer	\$1.00 - \$3.00 per hour (additional to internet service fee)
Copying Charge	.25 per copy Fax: \$1.50 up to 5 pages
Bike Rental (Hourly)	\$10.00 - \$20.00/hour
Bike Rental (Half-Day; 4 hours)	\$12.00 - \$30.00/half-day
Bike Rental (Daily; 8 hours)	\$23.00 - \$50.00/day

# 9.12.5 Non-Compliance Fees (Sec 9.5.10)

The following fees apply related to exceeding daily creel limits, non-compliance with catch and release restrictions, and non-compliance with limits or other rules and regulations pursuant to Section 9.5:

Over Creel Limit or Fishing without Permit	\$150.00 fine plus per pound fee (9.11.3)
General Fishing Violations	\$150.00

# **9.12.6 Event Deposits** (Sec. 9.6.1)

Event deposits may be required for large or new groups pursuant to Section 9.6.1, above, up to the same amount as the reservation fees stated in the Picnic Area Fees section 9.12.7.

# **9.12.7 Event Area Fees** (Sec. 9.6.1)

The following fees apply to using reserved day use areas pursuant to Section 9.6, and the below-noted area location descriptions correspond to a reference map available at the Park office and online at santeelakes.com, which may be amended from time to time:

Event Area	Description	Fees
Single Area	One Event Area	Up to \$500.00
Gazebo	One Gazebo	Up to \$1,000.00
Multiple Areas	One or more Rentable Areas for One Price, located in a cluster. "All of Lake"	Up to \$2,500.00
Areas in Excess of 100 People	Event Deposit	Up to \$1,250.00
	Amphitheater (with all of North Lake 5)	Up to \$125.00
	Service Building (with all of North Lake 5 or Gazebo) *	Up to \$125.00
	Dunk Booth Filing Fee	Up to \$125.00
	Inflatable Permit Fee	Up to \$100.00
	Trash Dumpster Fee	Market Rate
	Portable Restroom Fee	Market Rate
	Approved Vendor Fee: Fee paid by vendors who are eligible to be included on the Park's Approved Vendor List	\$50.00 - \$150.00 / vendor
	Preferred Vendor Fee: Fee paid by vendors who are eligible to be included on the Park's Preferred Vendor List	\$150.00 -\$500.00 /vendor
	Staff fee	\$20.00 - \$125.00 /per staff person, per hour

<sup>\*</sup>Rental Subject to Park Management Approval

# **9.12.8 Rental Equipment** (Sec. 9.6.2)

The following fees apply related to equipment rental pursuant to sections 9.6.2 (Equipment Rentals) and use of amplified music pursuant to section 9.6.3 (Use of Sound Amplifying Equipment):

Description of Equipment	Fees
Horseshoes and Entire Pit	\$125.00/day
Horseshoes Lane with Shoes	\$25.00/day
Horseshoes Lane without Shoes	\$15.00/day
Horseshoes Deposit	\$25.00/set
Volleyball and Net	\$25.00/day
Volleyball and Net Deposit	\$25.00/set
Amplified Music Fee, includes electricity (Sec. 9.6.3)	\$75.00/day

# **9.12.9** Campsite Fees (Sec. 9.9.4)

A City of Santee Occupancy Tax may be charged on camping reservations. The following fees apply to campground use pursuant to section 9.9 (Santee Lakes Campground):

Description	Fees
Full Hookup Site, Overnight	Up to \$175.00/night
Full Hookup Site, Extended Stay Metered Sites	Up to \$1,850.00/30 nights plus KWHR use fee*
Full Hookup Site, RV Camping Clubs, 10 RV's with 2 night minimum	Up to \$100.00/night
Early Check-In	Up to \$25
Late Check-Out, 2 Day Rate, 6:30 pm check out	50 percent of Overnight Fee
Late off campsite	50 percent of Overnight Fee
Youth Groups	Up to \$20.00 /person/night

Good Sam Members	10 percent off/night
Additional Person, over 2 years of age (apply extended stay rate only)	Up to \$5.00/night
Extra Vehicle, per campsite car, truck, trailer, golf/utility cart, motorcycle (currently registered, street legal only)	Up to \$10/night or Up to \$50.00/month
Pets	Up to \$5/night or Up to \$50.00/month
Advance Reservation Deposit Requirement: 8 nights or more	\$200.00 per reservation
Cancellation Fees: Requires a minimum  48-hour advance notice	\$25.00 plus 10 percent of prepaid deposit
Additional Fees	Damage to the site associated with sewer spills, ashes/hot coals, damage to park property, trash/debris will be repaired/replaced and the cost will be billed to the registered camper.

<sup>\*</sup> Plus extended stay electric charges, as regulated by utility provider.

# 9.12.10 Miscellaneous Fees for Campground Services

The following fees additionally apply to campground use pursuant to section 9.9 (Santee Lakes Campground):

Description	Fees
RV Holding Tank Dump Station	Up to \$25.00/unit
Fax Service - Outgoing only	\$1.50 (up to 5 pages)
Wireless Internet Service	Up to \$50.00 / week
Copy Service	\$0.15 per page
Utility Fee	*kw/hrs. charged based on electric consumption (Extended Stay Sites Only)
Electric Meter Deposit	\$175.00

# 9.12.11 Recreational Vehicle Storage Fees (Sec. 9.9.19)

The following fees apply to recreational vehicle storage pursuant to section 9.9.19 (Storage of Recreational Vehicles):

Description	Fees
RV Storage - Regular Site (20 feet or less)	\$55.00 - \$195.00
Large Site (21 feet to 29 feet)	\$65.00 - \$205.00
Extra Large Site (30 feet and up)	\$80.00 - \$220.00
Short Term RV Storage subject to availability	\$25.00/day
RV Storage Deposit	One Month Storage Charge
RV Storage Administrative Fee (one-time fee; non-refundable)	\$30.00-\$50.00

# 9.12.12 Clubhouse Fees and Deposits (Sec. 9.10.3)

The following fees apply to Clubhouse usage pursuant to section 9.10.3 (Fees and Deposits):

Description	Fees
Clean Up Deposit	\$75.00
Special Use Fee	Up to \$150.00/hour (3 hour minimum charge)

# 9.12.13 Sprayground Fees

The following fees shall be paid by Park visitors for use of the Sprayground pursuant to section 9.6.10:

Description	Fees
Wristband	\$2.00 - \$5.00
Sprayground Rental	Up to \$500.00 per hour

# 9.12.14 Cabin Rental Fees

A City of Santee Occupancy Tax will be charged on all Cabin reservations. The following fees apply to Cabin rentals pursuant to section 9.11 (Cabins Policy):

Description	Fees
Standard & ADA Cabins	Up to \$250.00/night
Floating Cabins	Up to \$265.00/night
Cabin Discount for Low Income Guest	25 percent off of regular Cabin Rate
Early Check In	Up to \$50.00
Late Check Out	50 percent of overnight fee
Late out of Cabin	50 percent of overnight fee
Single Night Cleaning Fee	\$50.00 - \$75.00
Cancellations	At least 30 days prior to stay = 100 percent refund, minus Cancellation Fee Less than 30 days prior to stay = No Refund
Cancellation Fee	\$25.00 - \$75.00/reservation
Extra Vehicle per Cabin	\$2.00 - \$5.00/night
Damage Fee	Damage to the Cabin, damage to Park property or missing items will be repaired/replaced and the cost will be charged to the renter's credit card.
Additional Fees	Damage or loss associated with cleaning, smoking, pets, and/or lost keys will be charged to the renter's credit card.

## **List of Ordinances amending Section 9**:

Ord. 2000-03 adopted 6/27/00, section 9.5

Ord. 2003-03 adopted 7/8/03, rewrite to update most sections

Ord. 2003-04 adopted 9/23/03, amending sections 9.6.8 and 9.9.1

Ord. 2004-05 adopted 9/28/04, effective 10/1/04, Sections 9.3.8 and 9.3.9

Ord. 2006-01 adopted 2/14/06, effective 3/1/06, Sections 9 & 10.10

Ord. 2006-05 adopted 7/25/06, effective 7/26/06; Section 9

Ord. 2007-03 adopted 5/22/07, effective 5/23/07; Sections 9 & 10.10.1

Ord. 2007-13 adopted 11/13/07, effective 11/14/07, Sections 9.3.8, 9.3.10, 9.4.5, 9.4.6, 9.6.9, 9.8.8, 9.8.9, and adding Section

9.11 to include fees from Section 10 related to Santee Lakes.

Ord. 2008-04 adopted 3/11/08, effective 3/12/08; Section 9.2.5, 9.4.5, 9.4.6, 9.5.4-9.5.6, 9.5.9,

9.9.1, Sections 9.11.2, 9.11.3 related to fees.

Ord. 2008-11 adopted 10/14/08, effective 10/15/08; Sections 9.6.1, 9.6.3, 9.6.7, 9.8.10, Sections 9.11.1, 9.11.7, 9.11.11 related to fees.

Ord. 2009-06 adopted 06/23/09, effective 06/24/09, adopting fee ranges, Sections 9.11.1-9.11.3, 9.11.7 and 9.11.9-9.11.12

Ord. 2010-03 adopted 8/24/10, effective 10/1/10: Sections 9.5.6, 9.5.8, 9.9.4, 9.9.13, 9.11 and 9.11.1

Ord. 2010-05 adopted 11/23/10, effective 12/23/10: Sections 9.11.1-9.11.8 and 9.12.14

Ord. 2012-04 adopted 7/18/12, effective 7/18/12, rewrite of Rules & Regs Sections 1, 2, and 4-9.

#### 2015

Ord. 2015-02 adopted 3/18/15, effective 3/19/15, annual review

Ord. 2015-07 adopted 11/18/15, effective 1/1/16, Sections 9.2.3, 9.5.12, 9.9.21, 9.12 (fees)

Ord. 2015-09 adopted 12/08/15, effective 1/1/16, Section 9.12.3 Fishing Permits and Fees

#### 2016

Ord. 2016-01 adopted 1/6/16, effective 1/6/16, Sections 9.12.1 and 9.12.3 Fishing Permits and Fees

Ord. 2016-02 adopted 2/3/16, effective 2/3/16, amending 9.9.4, 9.9.20, adding 9.9.11 and 9.6.8 B and C (Use of Drones and Advertising in Park)

Ord. 2016-07 adopted 6/1/16, effective 6/16/16, amending 9.12.14 (Rental Cabin Fees)

Ord. 2016-08 adopted 11/16/16, effective 1/1/17, amending rates in Sections 9.12.1, 9.12.3, 9.12.7, 9.12.8, 9.12.10, 9.12.11.

#### 2017

Ord. 2017-01, adopted 2/1/17, effective immediately, amending various sections as part of annual review

Ord. 2017-06, adopted 12/6/17, effective January 1, 2018, amending Preserve Rule and Regulations, Fee Structure and Ranges

## 2018

Ord. 2018-03, adopted 11/21/18, effective 1/1/19; section 9, amending various sections as part of annual review

### 2019

Ord. 2019-06 adopted 11/20/19, effective 1/1/20; Section 9, amending various sections as part of annual review

## <u>List of Ordinances amending Section 10 related to Santee Lakes:</u>

Ord. 98-08, adopted 06/23/98, effective 01/99, Park Fees

Ord. 99-03, adopted 06/22/99, effective 08/01/99, Santee Lakes Park & Campground Fees

Ord. 2000-03, adopted 06/27/00, effective 08/01/00, Santee Lakes Park & Campground Fees

Ord. 2001-05, adopted 04/24/01, effective 4/25/01, Section 10.10.1; Section 10.10.3

Ord. 2001-10, adopted 09/11/01, effective 10/01 - Section 10.10, Santee Lakes Fees

Ord. 2003-03 adopted 7/8/03, effective 08/01/03; Section 10.10, Santee Lakes Recreation Preserve

Ord. 2003-04 adopted 9/23/03, effective 10/1/03; Sections 10.10.1, 10.10.3, & 10.10.7

Ord. 2004-05 adopted 9/28/04, effective 10/1/04; Sections 10.10.1 and 10.10.13

Ord. 2004-07 adopted 12/14/04, effective 1/1/05; Sections 10.10.9 and 10.10.11

Ord. 2006-01 adopted 2/14/06, effective 3/1/06, Sections 9 & 10.10

Ord. 2007-03 adopted 5/22/07, effective 5/23/07; Sections 9 & 10.10.1

Ord. 2007-13 adopted 11/13/07, effective 11/14/07, removing fees from Section 10 related to Santee Lakes and moving to Section 9.