#### OUTDOOR SPECIAL EVENT PERMIT APPLICATION - CITY OF SA ALEIO SE21-002859 APPLICANT (Organization Conducting Event) ORGANIZATION: WEBSITE: SVDGC, org ADDRESS: Stokes ST. ZIP: 95128 802-1074 EMAIL: in. Challase Apmortgage, com ✓ Is this a non-profit organization? If yes, provide Tax ID# Can the general public join this organization? 7-0495181 GENERAL EVENT INFORMATION Yes, this event was held last year EVENT NAME: PARK LOCATION: Check and complete ALL applicable boxes EVENT TYPE: On the Downtown Parade Route (Santa Clara and Market St.) Kelley PAVK In a Paseo/Plaza.... Name of Paseo(s)/Plaza(s): In a City Street..... Event Location Address: On Private Property..... Event Location Address: On Church or School Private Property Private Property Letter Attached Assessor's Parcel Number(s) of Event Location: BEGIN SETUP **EVENT DATE(S)** START AND END TIME ATTENDANCE FINISH CLEANUP (do not include event start) (do not include setup and cleanup times) (do not include setup dates) (include staff, vols, etc.) (do not include event end) DATE #1 START END O<sub>AM</sub>O<sub>PM</sub> Day Day DATE #2 O<sub>AM</sub>O<sub>PM</sub> START END AM ( ) AM Time Time START DATE #3 **END** f the event lasts longer than 3 days, please enter the Actual Event Date info. here: Number of attendees by age: Youth (<18): Adult: Total Attendance: Number of attendees present during the most crowded period of event: EVENT CONTACT (Organizer Conducting Event) **O**M**O**F PRIMARY'S NAME: EMAIL: Jin. Challas @ Apmortgage.com Stokes SAN JOSE STATE: CA TEL: 408 802-1074 CELL PHONE: FAX: **O**M**O**F SECONDARY'S NAME: edsvdgc@gmail.com CITY: SAN JOSE STATE: CA ZIP: 95128 #202 1408 591-0252 CELL PHONE: FAX: Application: | Approved ☐ Declined By K. Lockwood ate 3.16.2021 X Event Addendum Attached **\$** 40.00 Application Fee: Receipt # 1019330.017 Date 3.16.2021 KL By Permit Fee: Administrative Receipt # Date C/D Deposit: Use Only Receipt # RECEIVED ON Set-up Fee: Receipt # Date Take-down Fee: Receipt # Date - November 30, 2020 Receipt # C/D Refund: Clerk: SPU PERMIY PARGANOTOSE Estimated Park Staff Fee: \$ SPECIAL PARK USE

### OUTDOOR SPECIAL EVENT PERMIT APPLICATION -- CITY OF PRERMIN 621-002859 APPROVED BY: K. LOCKWOOD 3.16.2021

Yes	No				EVI	ENT DES	SCRIPT	ION	(Pleas	e comple	te ALL ap	plicable b	ooxes)		
8	O v	Was t	his e	vent held last year? Wh	ere?	Kei	ley f	PArk			Atten	dance:			
	Ø I	s this	a ch	aritable fundraiser? For	what caus	se?									
	<b>Ø</b> I	s the	e an	attendance fee? Fee per	person?		Fee col	llected in adv	ance?	0	At event?	0	Bo	oth? [	2
X		s this	ever	nt open to public?											
Yes	No				SPECIFI	CEVEN	T INFO	RMATION							
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	a a	mpli	fied s	ound system, musical inst	rument, c	arnival ri	de, parad	e float, porta	ble toile	t, etc.)	50, 114311 00	Jinumei,	dumps	, oc	,
-	₩ V	Vill t	Vill the event require closure of any public street or traffic lane?												
-	₩ V	Vill tl	Vill there be any food and/ or beverage prepared, sold, or served at the event?												
-				pe any activity connected											
-	3			uire any city service? (Ex	amples: tr	affic cont	trol, tow	zone, street l	parricade	es, electri	içal power.	, etc.)			
1	7			pe sales of any kind?											
If you	answe	red N	O to	ALL of the questions in this is; If you answered YES to	section, y	ou have co	ompleted	this applicati	on. Plea.	se sign the	e declaratio	on on next	page o	and atte	ach the
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	\$170mmmaa	Yes	No	A	DDITIO	NAL EV	ENT IN	FORMATIO	ON	(Ple	ase comple	ete ALL a	applica	able bo	ixes)
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	2		50	Will electrical power be				to provide o				Yes [		No	0
of	3	-		Will there be parade floa			•								
	4	-		Will amplified sound equ	ipment be	e used?									
rce	5	1		Will a generator be used	(Please i	ndicate p	lacement	of generator	r(s) on E	vent Site	Diagram)	(Diesel (	Gener	ator o	nly)
Sou	6		X	Will heaters be used?	If yes, p	olease ind	licate hea	iter type:							
Equipment/Source of		P'''9		Will there be a stage?			Dagguil	Store(s)							
me	7		1/2	Please indicate the size (W x L and if each of them has a cover	x H), numbe	er of each,		etails:							
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nd age	11	0		Will alcohol be sold or so		***************************************		Beer?	1	Wine?	O	Bo	th?	C	
Food and Beverage	12		X	Will there be food prepar	ation?			Liquid Fue	l Device	?	Wood	d/ Charco			
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e	14		SQ.	Will any items be sold?		M							1 ,		
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Traffic	18			Will you require traffic c			CC . 1	1 1 1	C	.0					
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	20			Will there be a circus or will there be fireworks of			ory Permi	it from Finan	ice Dept	Required	(1)				
	21		NOI NOI	Will there be live animal									-		
	-			Will there be items that I		ctra trash/	/		T					***************************************	
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Miscellaneous	23		V	Will there be any other ty	pe of acti	ivity not	D	escribe							
ce	24	O	X	Will you need a dumpste			nd recycli	ing?	1						
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	No. of Concession, Name of Street, Name of Str	Ø		above responses: (Hit Ente	er for New li	ne) D	Asker	stee	Sign	scem	SPU-PER	MIT PAGE	3 96	Bud	

#### OUTDOOR SPECIAL EVENT PERMIT APPLICATION PROJECTS

MAN	DATORY ATTACHMENTS: Required to be submitted with every application. Reference page II for instruction							
7	EVENT NARRATIVE: Please provide a description of the event theme, purpose, schedule of activities, entertainment, food, beverages (including alcohol), cleanup plan, etc. Please refer to page 17 of this application.							
P	EVENT SITE DIAGRAM:  For activities on public and private property: a detailed drawing depicting the proposed layout, including the location of booths, tables, stages, fences, dumpsters, signage, portable toilets and all other event equipment. For any activity on Private property: diagram must also show all marked parking spaces, adjacent streets, residential units, and indicate the linear feet from the event boundary to streets and residences. Please refer to page 17 of this application.							
	ROUTE MAP:  For parades, runs/walks, on streets or sidewalks: A map of the route, start and finish points, direction of movement and street closures including the specific lane(s) requiring closure. Please refer to page 17 of the Special Event Guidelines.							
Ø	Except for events on private property, a certificate of insurance for any public event is required and must be submitted a minimum of 14 days prior to the event start day. Please refer to page 14 of the Special Event Guidelines.							
	PRIVATE PROPERTY LETTER  For private property event, a letter from the property owner (or an agent authorized by the owner) must be included with this application. The letter should be on company letterhead acknowledging their approval of the event, knowledge of the date, time, and activities scheduled to take place. Contact information (address, email, and phone) for this individual should be included in the letter.							
	EMERGENCY MANAGEMENT PLAN For events where more than 1,000 persons congregate, please submit a <u>Public Safety Plan</u>							
ECLA	CLARATION							

#### DF

As the authorized representative of the applicant, I hereby declare that:

- The information contained in this application and attachment(s) is true, complete and correct to the best of my knowledge.
- Applicant agrees to defend, indemnify and hold harmless City, its officers, agents and employees from and against any and all claims, demands, causes of action, or liabilities incurred by City, its officers, agents, or employees, arising from Applicant's acts or omissions under this Agreement or any act of omission of Applicant's permission or invitation of Applicant, except as may arise from the negligence or willful misconduct of City, its officers, agents, contractors, or employees. In any action or claim against City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense and such approval shall not be unreasonably withheld.
- Applicant has received and understands the information contained in the Special Events Guidelines and will adhere to required arrangements listed within these Guidelines.
- Applicant will pay for actual costs of any City services provided for your event within 30 days from receipt of City invoice.
- No copyrighted musical or visual arts composition shall be performed or played, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise in connection with any use of City property, unless the Applicant shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. Without limitation of any other provision, Applicant's indemnification of City as set forth in a permit or authorization to conduct an event, shall include indemnifying and saving City harmless from and against any and all liability or responsibility whatsoever for any infringement of an/or other violation of the right of any such copyright owner under any copyright law.
- Applicant agrees to participate in the city's zero waste event program and receive in-kind garbage, composting and recycling equipment and services from the Environmental Services Department (ESD) if the following conditions are met: (1) the event occurs on a city street or on a city-owned site, facility or public park and has an average daily attendance of at least 500 persons; (2) event organizers will follow the ESD food and beverage service-ware guidelines (3) use the city's contract hauler for dumpster service (if not sponsored); and (4) use city-provided eco-stations for recycling, compost & trash collection; and (5) announce the three messages provided by ESD during each event day. www.sjenvironment.org/events

SIGNATURE: May	DATE:	11/30/2020
PRINTNAME: Thomas Wong	TITLE:	Secretary/Treasurer
BUSINESS NAME: SiLicon Valley Nisc Golf Clu	TEL:	650 796-3746
EMAIL: TYSWONG @ GMA; LICOM	FAX:	SPU PERMIT PAGE 3 of 18

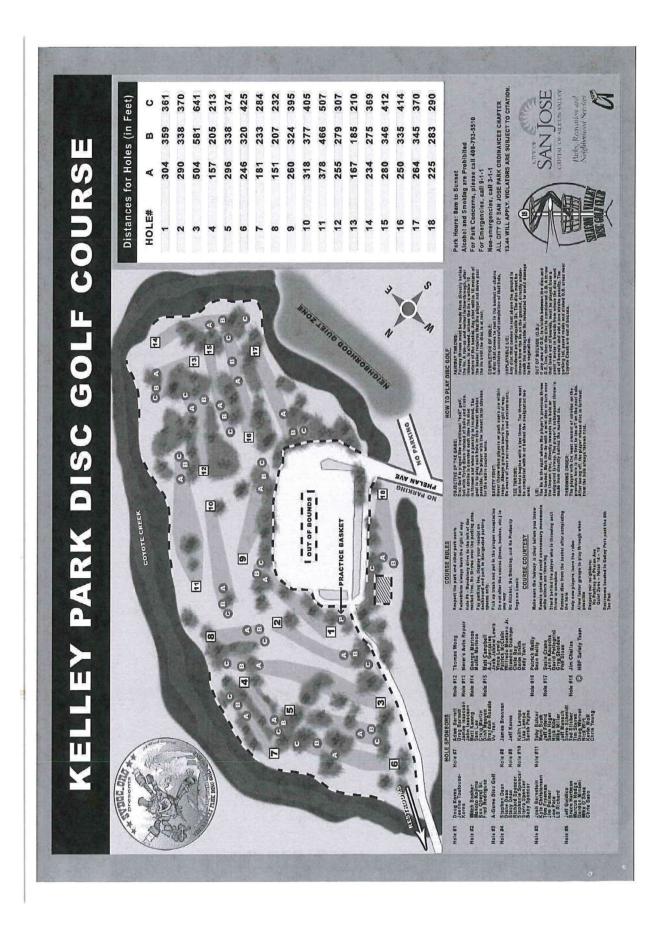
#### DISC GOLF AT KELLEY PARK NARRATIVE

The disc golf course at Kelley Park consists of 18 disc-catching baskets and 18 "tee" areas or designated throwing areas. A steel anchor with locking tab is cemented into the ground for each of the 18 baskets locations or "holes". There are at least 2 additional anchors, or sometimes more, for each basket or "hole" location to minimize the ground compaction in one area as well as adding variety to the golf challenge. Having multiple anchor locations is similar to changing the location of the cup on the putting green on a golf course. Each tee sign pole is cemented into the ground.

There is a general sign board near the first "hole" with an area map showing the overall course design. There's room on the sign board to post notices of upcoming activities.

The Club will have a Monthly Tournament on the 2<sup>nd</sup> Saturday of the month. The Club will also have League play during the term of the permit. League play during Day Light Savings time will be during the evening (5pm start) on Tuesdays for Triples and Fridays for Doubles, and a Singles League may be occasionally held in the morning on Saturdays or Sundays. During Standard Time all League play will be on Saturday/Sunday mornings. There is an entry fee charged the players for the Monthly and League play with money being redistributed amongst the players depending on their finish in the event. One dollar from Club members is charged and two dollars is charged for Non-members in addition to the entry fee for the event.

At the beginning of the year an Annual Bag Tag Challenge takes place as the Club renews Membership. Bag tags are numbered and the players vie for the lowest number.



## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan APPROVED BY:



Legal Business Name: Silicon Valley Disc Golf Club

Fictitious Business Name (if any):

Address of the specific facility or worksite that is the subject of this Protocol (Complete one protocol for each facility or worksite. If the business only performs services at facilities or worksites that the business does not own or operate—for example, a housecleaning or lawncare business—the business must check the "No Business Facility" box below and this protocol must cover those services):

Street	744	racc	and	Unit	Nun	har.
Street	Auu	1.60	and			mer:

City:

#### Zip Code:

No Business Facility: Only check this box if the business only performs services at facilities/worksites that the business does not own or operate, and provide full <u>mailing</u> address for the business here:

Mailing Street Address: 2190 Stokes St. #202

City: San Jose

**Zip Code: 95128** 

Type of Business: Recreation

Facility/Worksite visited by public: YES or NO or Not Applicable YES NO  $\chi$  Not Applicable

#### Individual Owner or Manager Responsible for Ensuring Compliance with Protocol

(*Note: This information will be publicly accessible*)

Name: Thomas Wong Title: Treasurer/Secretary

Phone number: 650-796-3746 Email Address: tyswong@gmail.com

This Protocol was submitted on: 3/12/2021

#### Please check if applicable:

□ **Replacement Protocol:** This business already submitted a Revised Social Distancing Protocol on the County's website after October 11, 2020 using this webform. This protocol **replaces** a Revised Protocol that was previously submitted on the County's website after October 11, 2020.

Businesses **must** implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is inapplicable to the business. Businesses must regularly evaluate the facility or worksite that is the subject of this submission for compliance with this Protocol.

#### Signage:

X	Post signage at each entrance of the facility or worksite that informs personnel and customers of the
	following (signage meeting this requirement can be downloaded and printed from the County's COVID-
	19 website):

☑ Do not enter if you have COVID-19 symptoms;

☑ Stay at least six feet away from others at all times;

## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan APPROVED BY: W



- ☑ Face coverings required to enter (except for very young children, if medically inadvisable, or for communication by or with people who are hearing impaired);
- ☑ Cover sneezes and coughs with cloth, tissue, or elbow;
- ☑ Do not shake hands or engage in unnecessary physical contact.
- Post signage at appropriate locations throughout the facility/worksite reminding everyone to wear face coverings and stay at least six feet away from others.
- Post a copy of your <u>updated</u> COVID-19 PREPARED Sign and Social Distancing Protocol Visitor Information Sheet at each entrance where they can easily be viewed. These documents will be provided to you electronically when you submit this Revised Social Distancing Protocol.

#### Personnel Training:

- After submission, distribute copies of the completed Protocol to all personnel, and train all personnel on this Protocol.
- For businesses that perform services for facilities or worksites that the business does not own or operate, distribute a copy of the completed Protocol to the owner or operator of each facility or worksite where the business performs services.
- Train personnel on basic information regarding COVID-19 from the CDC available at <a href="https://www.cdc.gov/coronavirus/2019-ncov/index.html">https://www.cdc.gov/coronavirus/2019-ncov/index.html</a>, including how to prevent COVID-19 from spreading, who is especially vulnerable to the disease, and when to seek medical attention.
- Train personnel on screening themselves for COVID-19 symptoms, including temperature and/or symptom checks using CDC guidelines available at <a href="https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html">https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html</a>
- Train personnel on the need to stay home and get tested if they have a frequent cough, fever, difficulty breathing, chills, muscle or body aches, headache, sore throat, nausea, vomiting, diarrhea, tiredness, or recent loss of taste or smell. Ensure all personnel know they must also stay home if they or someone they live with has been diagnosed with COVID-19, or if they've had close contact with someone diagnosed with COVID-19.
- Train personnel on County guidance for when it is safe to return to work if they have COVID-19 symptoms, have tested positive for COVID-19, or have had close contact with someone who has tested positive for COVID-19. County guidelines are available at:

  https://www.sccgov.org/sites/covid19/Pages/business-guidance.aspx#business\_safety\_guidance
- Train personnel on the need for frequent handwashing with soap and water, mandatory face coverings, the importance of social distancing, and other measures required in this Protocol.
- Train personnel on the importance of getting tested for COVID-19 in accordance with County guidance available at https://www.sccgov.org/sites/covid19/Pages/covid19-testing.aspx , and explain that testing is available through their healthcare provider or at free community testing sites (www.sccfreetest.org ).
- Inform personnel that they can report any deficiencies in compliance with Social Distancing Protocol requirements by this business or any other at which they may work at <a href="https://www.sccCoviDconcerns.org">www.sccCoviDconcerns.org</a> or by calling the County Office of Labor Standards Enforcement Advice Line at 866-870-7725.
- Inform personnel about employer or government-sponsored leave benefits that personnel may be entitled

## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan APPROVED BY: KILL MADOCA 3.16.2021

to receive, including those benefits identified at the following address: https://www.labor.ca.gov/coronavirus2019/#chart

- Train personnel on new or modified COVID-19 safety measures immediately upon updating this Protocol.
- Optional—Describe other measures this business plans to take to train personnel on COVID-19 safety and related issues:

Do not touch other player's discs, towels, bags or carts out on the course. Do not share equipment with other players. When approaching a tee box occupied by another player allow player to throw and start walking toward the disc before occupying the tee box. No gathering. Congregating on the course or in the parking lot is

#### **Individual Control Measures and Screenings:**

- Maximize the number of personnel who work from home. Businesses must direct all personnel who can perform their assigned work duties from home to do so, and they must prohibit those personnel from performing those work duties at the facility or worksite.
- ☐ For personnel who are not working from home:
  - Direct all workers not to come to work if sick or exhibiting symptoms of COVID-19.
  - Ask all personnel if they have COVID-19 symptoms at the beginning of each shift, and screen all other people before they enter the facility or worksite. Send personnel home if they report COVID-19 symptoms. (\*Note, temperature screenings with thermometer or thermal scanner are not required, and can increase COVID-19 risk if many employees convene in the same place for temperature screening.)
  - Require all persons, except those exempted from face covering requirements, to properly wear face coverings at all times in accordance with the California Department of Public Health's mandatory Guidance for the Use of Face Coverings and the Health Officer's Order. Exemptions to the face coverings requirement include very young children, people for whom face coverings are medically inadvisable, or for communication by or with people who are hearing impaired.

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#### Handwashing and Hand-Sanitizing Protocols:

X	Encourage frequent	handwashing or use	e of hand sanitizer a	and provide frequent	breaks for handwashing.
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- Hand sanitizer and/or soap and water are available at or near the site entrance, at checkout counters, and at various locations throughout the site to enable the public and staff to frequently clean their hands.
- ☐ Handwashing and other sanitary facilities are operational and stocked at all times.
- ☐ Optional—Describe other measures:

#### Cleaning and Disinfecting Protocols

Thoroughly and regularly clean any high traffic areas (including seating areas, break rooms, bathrooms, and other common areas) and frequently disinfect any high-contact surfaces (including doorknobs, handrails, counters, tables, checkout areas, cash registers, telephones, elevator controls, etc.).

## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan APPROVED BY: KILL STOOD 3.16.2021

	Disinfecting wipes that are effective against COVID-19 are available for use by customers and personnel near shopping carts and baskets if shopping carts and baskets are used at the facility.
	Assign staff to disinfect carts and baskets regularly that are used at the facility if shopping carts and baskets are used at the facility.
	Disinfect any shared equipment and touchable surfaces like payment portals and pens after each use.
	Install contactless devices (including contactless payment systems, motion sensor lights, automatic soap and towel dispensers, and contactless timecard systems) if possible.
	Adjust operational hours to provide adequate time for cleaning and stocking with social distancing, and provide time for any workers to clean between shifts.
	To improve ventilation, filtration, and outdoor air exchange:
	☐ Evaluate HVAC system (if applicable) to make sure it is properly functioning, and have it regularly serviced.
	☐ Consider upgrades to HVAC and building air filtration systems and implement any feasible improvements to these systems (for example, to enhance air filtration efficiency and increase the percentage of outdoor air through the HVAC system).
	☐ Open windows and doors throughout the facility when environmental, building, and safety conditions allow.
	Optional—Describe other measures:
Mea	sures to Maintain Social Distancing:
	Limit the number of people in the facility/worksite to allow adequate social distancing (six feet minimum) at all times <u>and</u> to comply with any applicable capacity restrictions in the Health Officer Order.
	☐ Review, comply with, and enforce any applicable capacity limitations for the facility, following all instructions listed at <a href="https://www.sccgov.org/covidcapacity">www.sccgov.org/covidcapacity</a>
	Designate a staff person to ensure that the maximum number of occupants is not exceeded, that all persons are wearing face coverings if required by the Health Officer Order, and that people entering comply with other provisions of this Protocol. Ensure that this person is more than six feet away from others to maintain adequate social distance.
	Require that all persons at the facility/worksite stay at least six feet away from all other persons, except as strictly necessary to perform job functions.
	Place tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain social distance.
	If feasible, increase remote (online and telephone) purchasing, delivery, and curbside pickup service

## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan

PROVED BY:	SPITE CHARGE THEALTH	21-002859 3.16.2021
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	Separ	rate order areas from delivery areas to prevent customers from gathering.				
X	Minii distar	mize any in-person meetings and adjust those that are necessary to ensure adequate social acing.				
		er personnel breaks, in compliance with wage and hour regulations, to reduce the number of ers taking breaks together.				
	areas	e possible, create outdoor break areas with shade covers as a substitute for indoor break. Encourage staff to eat their meals and take their breaks socially distanced outdoors when tions allow.				
	Limit access to or close indoor break rooms to encourage use of outdoor break areas and prevent crowding. Discourage or prohibit eating or drinking in small, enclosed break rooms if less risky alternative areas exist for staff to take their meals (such as outdoors or socially distanced at individual workstations).					
	Require workers to maintain 6-foot social distance at all times while on breaks, and preferably more distance if eating or drinking. Reconfigure break areas to facilitate social distancing.					
	Maximize the use of outdoor space for interactions or transactions with customers to minimize the time that customers and personnel are indoors, particularly when in close proximity to one another.					
	Optio	nal—Describe other measures:				
Proc	<u>edure i</u>	f a Person at the Facility/Worksite Tests Positive for COVID-19				
X		ew and comply with all measures listed at www.sccsafeworkplace.org in the event of a rmed case of COVID-19 amongst personnel.				
X	measi	e, and post in an area easily viewable by personnel, a plan to comply with all applicable ares listed at <a href="https://www.sccsafeworkplace.org">www.sccsafeworkplace.org</a> in the event of a confirmed case of COVID-19 amongst nnel. Depending on the type of facility, these measures will likely include, among others:				
	X	Immediately removing the infected person from the facility/worksite and ensuring they are no longer occupying the same space as any other personnel.				
	X	Instructing the infected person to stay home and isolate in accordance with the instructions listed at www.sccsafeworkplace.org				
	X	Notifying the County Public Health Department within four hours of learning of the positive case by following the instructions at <a href="https://www.sccsafeworkplace.org">www.sccsafeworkplace.org</a>				
		Identifying any workers (and customers, if known) who had close contact with the infected person.				
		Complying immediately with any case investigation, contact tracing, and worksite investigation measures by the County Public Health Department. This will include providing the names, addresses, phone numbers, and work dates and times for close contacts of the infected person, which employers are required by law to provide to the County Public Health Department upon request.				
		Excluding all close contacts from the facility/worksite or any other jobsite in accordance with				

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REVISED Social Distancing Protocol Template – Updated October 11, 2020

## REVISED Social Distancing Protocol COVID-19 Site-Specific Protection Plan APPROVED BY: I



the instructions listed at www.sccsafeworkplace.org

Implementing cleaning and disinfection measures for areas recently visited by the infected person as set forth in <a href="https://www.sccsafeworkplace.org">www.sccsafeworkplace.org</a>, and closing off areas visited by the infected person until cleaning and disinfection is complete.

#### **Additional Measures**

X	Review and implement measures in any applicable industry-specific directives issued by the County
	Health Officer and COVID-19 Industry-Specific Guidance issued by the California Department of
	Public Health.

Describe any additional health and safety measures implemented (e.g. providing restricted shopping hours for seniors and other individuals at high risk for COVID-19):

#### **Certification**

I affirm that this business will provide all personnel with a copy of this Revised Social Distancing Protocol and conduct trainings as required in this Revised Social Distancing Protocol; that this business will post copies of the updated COVID-19 PREPARED Sign, Social Distancing Protocol Visitor Information Sheet, and signage as required herein; that any signage posted pursuant to the instructions listed at www.sccgov.org/covidcapacity is accurate; that the business will implement all applicable measures as set forth herein; that this Revised Social Distancing Protocol may be made publicly available; that I am authorized to complete and sign this certification on behalf of this business; that I understand that failure to comply with requirements imposed by the Health Officer of the County of Santa Clara (including this Revised Social Distancing Protocol) is unlawful and may subject the business or responsible individuals to punishment by imprisonment or a fine or both; that this business accepts service by email at the email address indicated below of all documents associated with administrative enforcement of the Health Officer Order; and that all information in this Revised Social Distancing Protocol is complete and accurate to the best of my knowledge formed after diligent and thorough investigation.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name: Thomas Wong

Date: 3/12/2021

Title: Treasurer/Secretary

Email:tyswong@gmail.com

Phone: 650-796-3746

Signature: Thomas Wong

### You do not need to post this at your place of business Social Distancing Protocol APPROVED BY:

# **Visitor Information**

3/12/2021 **Last updated:** 

Business Name: Silicon Valley Disc Golf Club

**Address:** 

* * * * * * * * * * * * * * * * Summary of Customer Facing Requirements	*	* *	*:	* *	*:	* *
" 'o' Handwashing facilities or sanitizer is available near the facility entrance."	*	* *	*:	* *	*:	* *
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* * * केल्क्क्क्क् कार्य भी क्रक्टकारकक अवधामवस्वरूक स्टक्क्समायक * * * * * * * * * * * * *	*	* *	*:	* *	*:	* *
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#### Report a Complaint

If you are a customer or member of the public and would like to report a complaint about this or another business not following a Social Distancing Protocol, visit scccovidconcerns.org.

If you are an employee, and would like to report a complaint about this business, visit www.sccfairworkplace.org or call the Office of Labor Standards Enforcement at 866-870-7725.

#### **Learn More**

To view the County Health Officer's Order and other information related to COVID-19, visit sccgov.org/coronavirus. To view this business' social distancing protocol visit www.covid19prepared.org.

The person responsible for implementing this business's protocol is:

Thomas Wong	Treasurer/Secretary
Name	Title
tyswong@gmail.com	650-796-3746
Email	Phone Number

You do not need to post this at your prece of k. busynges 9.2021

# **COVID-19 Prepared**

Health Order Issuance Date:

10/05/2020



This business, Silicon Valley Disc Golf Club, has completed a **Social Distancing Protocol** to prevent the spread of **COVID-19**.

For more information or to learn how to file a complaint, see this business's Social Distancing Protocol Visitor Information Sheet (required to be posted with this sign) or visit sccgov.org/coronavirus.





SPU PERMIT PAGE 13 of 18



Parks, Recreation and Neighborhood Services

#### SPECIAL PARK USE ADDENDUM

#### **Kelley Park Disc Golf Course Silicon Valley Disc Golf Club**

#### Kelley Park –Historic Orchard January 1, 2021 – December 31, 2021

This Addendum is an integral part of the terms and conditions of the attached park use permit. As indicated by signature below, permit holder understands and agrees that permission for use of park facilities is contingent upon compliance with the following rules, regulations, and conditions:

#### PARK USE PERMIT OVERVIEW

- 1. The **Special Park Use Unit (SPU)** of the Parks, Recreation, and Neighborhood Services (PRNS) grants **Silicon Valley Disc Golf Club (SVDGC) (Applicant)** a permit for use of **Kelley Park Historic Orchard near K-4 Lot** for a non-exclusive **Annual permit** for use of the 18-Hole Free Public Disc Golf Course.
- 2. The **Applicant** agrees to observe the hours and dates of the permit:

Disc Golf Operation: Daily from January 1, 2021 – December 31, 2021

Hours: 8:00 a.m. to Sunset

League Play:

Singles Play: Saturdays and Sundays, January 1, 2021 – December 31, 2021

Hours: 8:00 a.m. - Sunset

Doubles Play: Fridays, March 1, 2021 – October 31, 2021

Hours: 5:00 p.m. to Sunset

Saturdays and Sundays, November 1, 2021 - March 31, 2021

Hours: 8:00 a.m. to Sunset

Triples Play: Tuesdays, March 1, 2021 – October 31, 2021

Hours: 5:00 p.m. to Sunset

Saturdays and Sundays, November 1, 2021 – March 31, 2021

Hours: 8:00 a.m. - Sunset

#### GENERAL PARK USE PERMIT CONDITIONS

- 3. **Applicant** agrees to comply with City of San José Municipal Codes, policies and all applicable County, State and Federal rules and regulations related to the permitted use of premises.
- 4. The **SPU** Staff, Park Rangers, and San José Police Department have final authority on all aspects of event setup and impact on the park. All on site decisions made by these City Departments will be adhered to by the **Applicant**.
- 5. **Applicant** agrees to follow all park rules and regulations.
- 6. **Applicant** is <u>NOT</u> permitted to serve alcohol. **Applicant** agrees that there will be no alcohol sales or distribution permitted on park premises. Alcohol will <u>NOT</u> be allowed to be brought into the Disc Golf Course. Smoking is prohibited in the park.
- 7. **Applicant** agrees to comply with normal park operation hours 8:00 AM to Sunset. After hours play shall be prohibited.
- 8. **Applicant** shall limit area of play and club activities to those areas designated for use as a disc golf course as stated in this permit and **applicant** further agrees that the use of said property will be used for disc golf purposes only.
- 9. **Applicant** agrees that all areas of the park, Disc Golf Course and parking lot will remain open to the public during the set-up, take down and event days and **applicant** must ensure that disc golf activities do not impede upon any trail use or other park facilities unless permitted through the Special Park Use unit.
- 10. **Applicant** understands that the **Special Park Use** (**SPU**) unit retains the right to schedule other Special Event activities by outside groups or parties. **SPU** will notify Permittee of any such scheduled activities no less than two (2) weeks prior to permitted activity date(s).

- 11. **Applicant** is approved to host monthly SVDGC Club Events with less than 75 members on the second Saturday of the month and weekly league play during the term of the permit while adhering to standard park rules and policies as stated in this addendum. **Applicant** will collect donation contributions onsite. **Applicant** acknowledges that SPU Event Permits may be required for events outside the normal Disc Golf Course Use.
- 12. **Applicant** shall submit an Outdoor Special Event Permit Application to **SPU** a minimum of <u>45</u> calendar days prior to each requested date for a maximum of four (4) 18-hole tournaments days with 75 participants or more. **Special conditions to be identified to protect the vehicle ingress and egress to the Springbrook community.** The dates and times of these events must be approved by the Park Facility Supervisor and **SPU**.
- 13. The **Applicant** agrees to pay a permit application fee of **Forty Dollars** (\$40.00), for each tournament application, if submitted forty-five (45) calendar days prior to requested date. **Applicant** agrees to pay a permit application fee of **One Hundred Twenty Dollars** (\$120.00) for each tournament application, if submitted less than forty-five (45) days prior to requested date.
- 14. **Applicant** agrees to pay an estimate of **Zero Dollars to Two Hundred Dollars** (\$0.00 \$200.00) for staffing services associated with the set-up, take down, and actual event. This fee will be billed separately after the tournament event or taken from your deposit unless otherwise indicated.
- 15. The **Applicant** agrees to pay actual Cost of City Services (if needed) for each tournament event including but not limited to Fire, Police, and General Services unless other arrangements have been made.
- 16. **Applicant** will provide a detailed description of the event, detailing locations of delivery and servicing areas, and event staging areas to the **SPU** a minimum of <u>fourteen</u> (14) days prior to the event. **SPU** must approve the final layout diagram. **Applicant** agrees to conduct event per approved event description and site diagram attached to the permit.
- 17. **Applicant** agrees that the park use permit is not transferrable or assignable.
- 18. **Applicant** is not authorized to sublease or approve reservation requests for park use form outside groups or individuals. Any such requests must be directed to SPU unit (408) 794-6500.
- 19. **Applicant** agrees that all concessions, and/or sales of products, goods or services are **NOT** authorized under this Special Park Use addendum.
- 20. This permit may be revoked by City staff for cause in accordance with City of San Jose Ordinance section 13.14.370. **Applicant** will be consulted on all permit problems immediately. **Applicant** will have a contact person with decision capabilities available at all times to City staff.

#### **HEALTH/SAFETY**

- 21. **Applicant** will comply with safety regulations to ensure that gas lines are clearly marked before installing 18" stakes/anchors into the ground and will show an Underground Service Alter (USA) Ticket to notify PG&E and other utilities to verify that project site is clear of any gas lines.
- 22. **Applicant** shall perform maintenance standards as defined by the agreement including wildland fire fuel reduction. All onsite work will be supervised by PRNS staff.
- 23. **Applicant** agrees to comply with Santa Clara County Department of Environmental Health, safety and health standards as interpreted and enforced by the said agency. **Applicant** agrees that there will be no food distribution or sales to the public.
- 24. **Applicant** agrees to comply with Environmental Services Department policies regarding waste and recycling.
- 25. **Applicant** agrees to provide adequate general first aid accommodations during each of the **SVDGC** Club Events.
- 26. **Applicant** will acquire use of existing park restroom facilities adjacent to the Japanese Friendship Gardens.

#### SECURITY/PARKING/TRAFFIC CONTROL

27. **Applicant** agrees to comply with the park requirements for site maintenance and overall safety standards.

- 28. **Applicant** agrees not to obstruct traffic at the park entrances and/or on public streets, unless permitted by the San José Police Department. Any necessary tow away zones must be applied for through the Department of Transportation.
- 29. **Applicant** shall employ all practical methods to prevent parking in the Springbrook residential development including proper signage designating parking facilities.
- 30. **No** vehicles can drive or park on park or trail property. **All** vehicles must park in legal public parking lots or designated street parking not to obstruct History San Jose Parking or surrounding residential parking.

#### SITE SETUP/CLEANUP

- 31. **Applicant** shall make no improvements or modifications to park property of facilities without the written permission of the City of San Jose.
- 32. **Applicant** shall not conduct any stripping of site vegetation that creates bare ground and my potentially cause erosion or soil de-stabilization in or adjacent to the permitted course area. Seasonal site maintenance and mowing of course or access paths to the basket sites shall only be conducted after coordination with and approval of **City of San Jose PRNS** Park Maintenance Team.
- 33. **Applicant** agrees that should nesting birds be found in the Kelley Park Orchard area, mechanical activities (i.e. mowers, blowers, etc.) are restricted to the months of September to January.
- 34. **Applicant** is required to comply with the City of San Jose Integrated Pest Management and Pesticide regulations. **Applicant** is prohibited from using any pesticide without direct approval form the **City of San Jose PRNS** Park Maintenance Team.
- 35. **Applicant** understands that any use of vehicle access or equipment with an internal combustion engine onsite must be directly approved by the City of San Jose PRNS Park Maintenance Team. All vehicles or equipment used onsite must be equipped with approved spark arrestor.
- 36. **Applicant** will make tree protection a high priority, including, but not limited to, installing protective devices, changing course direction, removing hole location
  - a. Small Oaks surrounding Hole #1 will be protected with stakes and metal wire fencing.
  - b. At no time shall the Grilli Heritage Tree be subject to impact as it relates to disc golf. The tree will be preserved at the highest level.
- 37. **Applicant** will install boundary marks along the creek with small white stakes set at least 100ft from top of bank.
- 38. Applicant will comply with requirements to protect residential development by
  - a. Tee position will force tee shots away from condos by at least 60 degrees at Hole #17
- 39. **Applicant** agrees to provide for trash clean up, garbage, and waste materials from permitted premises during and immediately after the event. If city maintenance staff is required to complete park clean-up or make repairs, Applicant will be billed at actual cost for such services.
  - a. **City of San Jose, PRNS** will install a minimum of four (4) trash receptacles throughout the course along the vehicle access road to be managed by Kelly Park Maintenance District 7 on a weekly basis.
  - b. **Applicant** will schedule with the Park Maintenance Team and SPU for a minimum of four (4) volunteer work days throughout the year.
  - c. Applicant will conduct litter pickup on an ongoing basis
- 40. **Applicant** is <u>NOT</u> approved for the use of Amplified Sound/Special Equipment without the authorization from **SPU**. Applicant will post "Quiet Zone" warnings throughout the course and highlighted at Hole #15.
- 41. **Applicant** agrees to comply with the park requirements for site maintenance and vehicle access.
- 42. **Applicant** will attend annual maintenance reviews of the site and operation including recommended site improvement projects for annual permit. The Park Maintenance will conduct quarterly reviews of the site in May, August, and October. **Applicant** will be present for the January 2019 Annual review.

- 43. **Applicant** is responsible for ensuring helium balloons or similar items are <u>NOT</u> distributed or used as decoration on for any of these uses.
- 44. **Applicant** has <u>NOT</u> received approval to store equipment onsite.
- 45. **Applicant** understands that banners and other objects may <u>NOT</u> be attached to trees and park fixtures, including lamp poles. Stickers of any kind may <u>NOT</u> be distributed on the park premises.
  - a. **Applicant** is approved to attached two (2) banners on the outside perimeter fencing of Kelley Park main entrances; one (1) at Senter Road entrance and one (1) at K-4 Lot entrance. These banners must have the City of San José Parks Recreation and Neighborhood Services logo on it for it to be displayed. The banners are permitted to be displayed for the duration of the disc golf season as indicated above.
- 46. **Applicant** is approved to display a general sign board approximately 4x8 with an area map showing the overall course design and Kelley Park Disc Golf Course Rules.
  - a. This sign board will also allow for the **applicant** to post notices identifying that **SVDGC** is a non-profit partner and notify the public of upcoming activities. **Applicant** will also post signs identifying the following signs, Disc Golf Course Play Only, Quiet Zones, and Parking Signs.

#### FEES/CHARGES

- 47. **Applicant** agrees to reimburse the City for all event-related services requested or required, including set up for electricity, removal of trash, or staff time. **Applicant** agrees not to commit any damage to permitted premises or to create any public nuisance that may disturb other occupants and neighbors. **Applicant** will be billed for actual cost for damages and clean up to City property. It is understood that damages include all materials needed to repair or replace damaged turf and irrigation, pathways, and park property.
- 48. **Applicant** understands that there may be a \$6.00 \$10.00 parking fee charged per vehicle and \$2.00 parking fee for Seniors (60+), Active Military, Veterans and Disabled with the approved Parks, Recreation, and Neighborhood Services Discount Card (available at Leininger Center 1300 Senter Road Monday Friday 8:30 a.m. 4:30 p.m.). **Applicant** will inform attendees that they may purchase an annual parking pass from Leininger Center which must be displayed at all times. Those not displaying the annual parking pass decal may be subject to citation.
- 49. **Applicant** agrees to pay a permit application fee of **Forty Dollars** (\$40.00), for a total of **Forty Dollars** (\$40.00). **Applicant** shall make payment, payable to the **City of San José**, in return for issuance of park permit. These fees are established through City Council Resolution #74453

#### INSURNACE/IMDENIFICATION

- 50. **Applicant** agrees to provide proof of insurance as required by the Risk Manager's Office: a minimum of \$1,000,000 comprehensive general liability insurance policy. The City of San José, its employees, agents, contractors, and invitees shall be added as an additional insured for the duration of the event. Proof of insurance must be delivered to the **SPU** Office located at 1300 Senter Road, San José, CA 95112.
- 51. No copyrighted musical or visual arts composition shall be performed or played, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise, in connection with any use of City property, unless the **Applicant** shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner. Without limitation of any other provision, the **Applicant's** indemnification of City as set forth in a facility use agreement or permit, shall include indemnifying, and saving City harmless from and against all liability or responsibility whatsoever for any infringement of and/or other violation of the right of any such copyright owner under any copyright law.
- 52. **Silicon Valley Disc Golf Club** and all of their subcontracted agents agree to defend, indemnify and hold the City harmless, its officers and employees, from any and all loss and damage and from any and all liability for any and all loss or damage, and from any and all suits, actions or claims filed or arising or resulting from any acts, omissions, or activities of **Applicant**, its agents, employees or subcontractors in the management, conducting or holding of the event for which permission is herein granted, or in the performance of any activity permitted or done pursuant to this agreement. **Applicant** shall be liable to City for all damages to parks, facilities and buildings owned or controlled by City, which results from any act or omission of **Applicant** or is caused by any participant in the said event activity.

As the official representative of Silicon Valley Disc Golf Club named on the attached permit, I understand and agree to the terms and conditions of use as set forth above.

Thomas Wong

PRINT Name of Authorized Silicon Valley Disc Golf

Club Representative

Signature of Authorized Silicon Valley Disc Golf Club
Representative

March 11, 2021

Approval Date