



2:00 p.m. Item

TO: Board Operations Committee

FROM: Lieutenant Jon King
Police Department

DATE: June 17, 2010

SUBJECT: **Review of Proposed Revisions to Ordinance 38**

I am pleased to present the 2010 proposed revisions to Ordinance 38 for your review and recommendation.

Each year, the Police Department coordinates a review of Ordinance 38. Suggestions for revisions were received from staff throughout the District, some on behalf of members of the public. These revisions have been reviewed and endorsed by Public Safety and Operations staff and are recommended for approval. The revisions have also been reviewed and approved by District Counsel.

Following this meeting, the proposed revisions will be reviewed with the Park Advisory Committee at their June 28, 2010 meeting before being presented to the full Board on July 6, 2010.

Attachment

Board of Directors

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SUBMITTED BY	SECTION	SUGGESTED REVISION	BACKGROUND
Operations Staff Public Safety Staff	38-200.4 (new)	A police officer may remove all persons from a District campsite for violation of any state law, this Ordinance or campground rules	There is no legal mechanism to remove problem campers from the campground after violations of posted rules, state laws or Ordinance 38. This section would allow such removal by a police officer.
Ofc. Granados	38-400.1	No person shall maintain a camp within District parklands after posted hours of operation , except a camp may be maintained in designated areas if a valid permit therefore has been obtained from the District.	Currently, the no camping section is only enforceable during curfew hours. This change would remove the time restriction and allow enforcement 24/7. This makes it safer for officers as campers would be able to be contacted during hours of daylight rather than only at night.
Sgt. Phulps	38-400.2-4	Violations of these sections should be infractions	These are relatively minor campground violations and should be enforced as infractions. This allows them to be dealt with in traffic court and alleviates the need for the officer to write a report.
Operations Staff Public Safety Staff	38-400.5	All persons at a campsite may be removed if there is a violation of state law, this Ordinance or campground rules at the campsite. The period of expulsion shall be for the full period remaining on the camping reservation or permit. Persons removed are not eligible for refunds for unused camping, vehicle or other fees. It shall be unlawful to refuse to vacate a campground and leave District parklands when requested under this Section.	As noted in 38-200.4

Terry Noonan	38-409.8(d)	Add the Hayfield Trail in Briones and the Edwards Loop, Wood Rat, Soaring Eagle and Sugar City Trails (replacing the North and South Trails) in Crockett Hills to the list of single track trails where bicycles are allowed, pursuant to Board action.	The Board approved this change in Resolution 2009-8-217. The Crockett Hills trail names were changed as the park has been developed.
Operations Staff Public Safety Staff	38-503.12	<u>Special Use Area: San Leandro Bay</u> c) Vessels may not be moored to docks at Martin Luther King Regional Shoreline for a period of time exceeding 60 minutes or between the hours of 10:00 p.m. and 5:00 a.m., except as authorized by the District.	This addition is proposed to address the potential issue of unauthorized boats being moored or abandoned at the new Tidewater docks.
Sgt. Desiderio	38-503.14 (new)	Sanitation and Pollution Control – Vessel Removal a) It shall be illegal for any vessel to remain standing on any shoreline owned and/or operated by the District for a period longer than 24 hours. Any vessel in violation of this ordinance may be issued a Notice to Remove by a police officer, which must include a date, not less than 10 days from the date of violation, by which the owner must remove the vessel from the shoreline. b) If the vessel owner does not remove the vessel or cause the vessel to be removed by the date listed on the Notice, the vessel may be removed and stored by the District at the direction of a police officer. All costs related to the removal and storage of the vessel are the responsibility of the owner. c) A vessel removed and stored by the District, in accordance with this section, may be disposed of in accordance with the provisions of Article 4 of Chapter 2 of Division 3 of the Harbors and Navigation Code.	This section is proposed to address the growing issue of vessels that are abandoned upon District lands. This proposed section mirrors existing Contra Costa County ordinance language.

<p>Sgt. Desiderio</p>	<p>38-503.14 (new)</p>	<p>Sanitation and Pollution Control – Vessel Removal</p> <ul style="list-style-type: none"> a) It shall be illegal for any vessel to remain standing on any shoreline owned and/or operated by the District for a period longer than 24 hours. Any vessel in violation of this ordinance may be issued a Notice to Remove by a police officer, which must include a date, not less than 10 days from the date of violation, by which the owner must remove the vessel from the shoreline. b) If the vessel owner does not remove the vessel or cause the vessel to be removed by the date listed on the Notice, the vessel may be removed and stored by the District at the direction of a police officer. All costs related to the removal and storage of the vessel are the responsibility of the owner. c) A vessel removed and stored by the District, in accordance with this section, may be disposed of in accordance with the provisions of Article 4 of Chapter 2 of Division 3 of the Harbors and Navigation Code. d) Wrecked and abandoned vessels are subject to disposal in accordance with the provisions of Chapter 3 of Division 3 of the Harbors and 	<p>This section is proposed to address the growing issue of vessels that are abandoned upon District lands. This proposed section mirrors existing Contra Costa County ordinance language.</p>
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2:45 p.m. Item

TO: Board Operations Committee

FROM: Mimi Waluch, Revenue and Administration Manager

DATE: June 17, 2010

**SUBJECT: Review of Farming and Produce Stand Concession Agreement:
Ardenwood Historic Farm**

Joe Perry of Perry Farms has farmed the land surrounding Ardenwood Historic Farm since the mid 1980's. The Farming and Produce Stand Concession Agreement with Mr. Perry expired on February 28, 2007, and has been extended on a month-to-month basis through the negotiation period of the City of Fremont Master Lease. Ardenwood is owned by the City of Fremont (City) and is leased to the East Bay Regional Park District. Since the Master Lease is now in the final stages of completion with the City, renewal of all of the associated Ardenwood agreements can proceed.

Ardenwood Historic Farm is a working farm that interprets farming life and techniques in California from the late 19th and early 20th centuries and offers a variety of educational and recreational opportunities. Park staff, with the help of numerous volunteers and docents, seeks to give visitors an understanding of farm life between the period of 1890 and 1930 through observation and participation in programs centered on farm chores and food and crop production. The Farming and Produce Stand Concession provides a service to operate and maintain the farming function of Ardenwood and has an abundant variety of both organic and conventionally grown fruits and vegetables for sale.

Staff recommends entering into a Concession Agreement with Perry Farms, for the continued operation of the Farming and Produce Stand Concession. The term of this Agreement would be five years with three additional five-year options. The District shall compensate Joe Perry for services performed at an average rate of \$18.00 per hour, plus gypsum and fertilizer, not to exceed \$20,000 in the first year. Annual concession fee paid to the District by Joe Perry includes the average of 65 acres leased at the rate of \$150/acre, plus actual cost of water and electrical charges, an annual average expected payment of \$25,000.

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3:00 p.m. Item

TO: Board Operations Committee

FROM: Mimi Waluch, Revenue and Administration Manager

DATE: June 17, 2010

SUBJECT: Review of Blacksmith Concession Agreement: Ardenwood Historic Farm

Scott Thomas has been the Blacksmith at Ardenwood Historic Farm since April 1998. Mr. Scott performs blacksmithing services in a demonstrative and interpretive manner for the enjoyment of the general public visiting the park. In addition, the blacksmithing concession includes manufacturing agricultural, special order, and historical items on the premises, which are sold through the park's Blacksmith Shop.

Ardenwood Historic Farm is a working farm that interprets farming life and techniques in California from the late 19th and early 20th centuries and offers a variety of educational and recreational opportunities. Park staff, with the help of numerous volunteers and docents, seeks to give visitors an understanding of farm life between the period of 1890 and 1930 through observation and participation in programs centered on farm chores and food and crop production.

The Blacksmith Concession Agreement with Mr. Thomas expires December 31, 2010. Ardenwood is owned by the City of Fremont (City) and is leased to the East Bay Regional Park District. Since the Master Lease is now in the final stages of completion at District and City committee levels, renewal of all of the associated Ardenwood Agreements can proceed.

Staff recommends entering into a Concession Agreement with Scott Thomas for operation of the Blacksmith Concession for a five-year term. The District shall compensate Scott Thomas for blacksmithing services performed not to exceed \$18,000 in the first year, based on the current hourly rate of \$18.51, which will increase annually commensurate with the December San Francisco- Oakland- San Jose CPI-W, not to exceed 3%. The Park District receives 10% concession fee of all blacksmith gross sales of items sold or manufactured on site, approximately \$900 – \$1,500 annually.

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3:15 p.m. Item

TO: Board Operations Committee

FROM: Mimi Waluch, Revenue and Administration Manager

DATE: June 17, 2010

SUBJECT: Review of Newfoundland Dog Club of Northern California Special Use Agreement: Del Valle Regional Park

The Newfoundland Club of Northern California (Club) has been in existence since the mid-1980's. The Club is the largest purebred Newfoundland dog water rescue training club in the western United States, sponsoring working dog events, offering public education, and promoting the understanding and appreciation of this special breed.

The Club meets weekly May through October at Hobie Point in Del Valle Regional Park where approximately four to six members train and test up to ten dogs in water rescue techniques. The Newfoundland Club of America Water Test is a special event sponsored each year by the Club in the fall. The annual water test certifies the dogs for various levels of rescue and involves a series of exercises designed to show the instinctive and learned skills that have been a recorded part of the breed history for centuries. It is a blend of obedience and the integration of taking commands from the handler while using his own intelligence and skills.

The Club will pay the Park District regular daily rates for parking, dog, boat trailer, Quagga Zebra Mussel inspection, and reservable picnic site fees. The Club will process a special event request and pay \$250, or the current special event permit fee, for the annual fall testing event. Staff recommends the Board Operations Committee approve and recommend to the full Board a five-year agreement with the Newfoundland Club of Northern California for continued training and testing of water rescue techniques at Del Valle Regional Park.

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