

Karena Shackelford, City Manager
City of Fremont
3300 Capital Avenue, Bldg A
Fremont, CA. 94537

City Manager Shackelford,

November 14, 2022

This letter is in response to questions from City staff, Council members, and community members in reference to the status of the Park District's 2016 proposed parking expansion project at the Stanford Avenue entrance to Mission Peak Regional Preserve (MPRP). As you may recall the project was initiated as a potential solution to the tremendous increase in visitation to MPRP via the Stanford Avenue entrance and the secondary impacts of this increased use to the surrounding neighborhoods.

One of the potential options being discussed was the implementation of permit parking in the neighborhoods surrounding the Stanford Avenue entrance. At that time, the City was not prepared to implement a permit parking program and despite significant efforts by the Park District to reduce afterhours use and to encourage park access via the Ohlone College entrance on Pine Street the impacts to the park neighbors continued. In lieu of parking controls in the neighborhood, the Park District initiated the parking expansion project as an alternative solution which could provide an appropriate amount of parking to meet visitor demand while addressing the neighborhood impact issues.

In late 2016 the City and the Park District worked out an agreement to initiate a pilot permit parking program in the surrounding neighborhoods. The Park District and City partnered on implementation of the pilot program including funding for equipment and a significant enforcement effort by Park District police officers during the first year of the pilot program. Citation revenue was used to offset the citation processing fees and the remaining revenue was used to off-set City staffing and other related program costs. The pilot parking program did mitigate much of the parking related issues for park neighbors while also providing almost 200 total parking spaces inclusive of the existing staging area parking lot and the open neighborhood parking. In 2020 the City extended the pilot permit parking program utilizing City Police Department staff to provide enforcement.

Based on the success of the permit parking program, availability of parking and trail access at Ohlone college, engineering challenges related to the proposed project site, and the projects significant estimated cost (\$6.5 million in 2016) the Park District has placed the parking expansion project on hold and the project is not included in our current Capital Improvement Plans or project budget. Further, based on other anticipated Park District capital needs and priorities it is not anticipated that funding for this project will be secured during the term of the proposed lease agreement between the City and the Park District for management of the Stanford Avenue staging area and adjacent parcels.

I hope this answers any questions you or your staff may have regarding the status of this capital project.

Sincerely,



Sabrina Landreth, General Manager
East Bay Regional Park District

Board of Directors

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President
Ward 7

Beverly Lane
Vice-President
Ward 6

Dennis Waespi
Treasurer
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Ward 4

Ayn Wieskamp
Ward 5

Sabrina B. Landreth
General Manager

Alberto Quintanilla

From: Anu Pareek <anu@firovera.com>
Sent: Tuesday, November 15, 2022 7:55 AM
To: Teresa Cox; Raj Salwan; Yang Shao; Jenny Kassar; Rick Jones - Councilmember; Teresa Kang; Lily Mei; citycouncil
Cc: Anu Pareek
Subject: Mission Peak Park Lease

Dear Mayor Mei and City Council members,

I would like to thank you for giving us an opportunity to voice our concerns about the lease for Mission Peak.

I wanted to bring up the following concerns that we have with the new lease:

1. The lease terms are for 20 years. That seems like a very long time to turn over control of the Property to the Park District. At one of our EBRP board meetings, language was specifically added by one of the board members to not allow the Fremont city council the ability to close the park again like it was done during Covid. Please maintain some fairness to this process so that City of Fremont does not lose all control over the property for 20 years. Can we instead have a shorter term like 5 years and also add language to the lease so City of Fremont also has some control over opening/closing of the park?
2. It is great that in the summary of the meeting on the "proposed lease agreements" changes:

Item #5: Agreed to a side letter that EBRPD would not build the 300 parking lot as allowed in the EIR to be pursued during the term of the Lease Agreement.
However, there is no mention of this in the lease. We should have the signed side letter as an amendment in the lease and the EBRP should withdraw/rescind the approved EIR.
3. There continues to be an issue of hikers accessing the Stanford entrance during all hours of the night. It would be great if you could add language to the lease that EBRP would be responsible for policing the parking lot and park entrance so that the curfew hours are enforced and not simply ignored by large number of hikers.

Thank you so much for your time and attention on this matter. We truly appreciate all the effort that has been put into resolving this issue so that all people can continue to use the park in a sensible manner.

Warm regards,
Anu Pareek

Sent from [Mail](#) for Windows

Alberto Quintanilla

From: Prakoon Chen <prakoon@yahoo.com>
Sent: Monday, November 14, 2022 11:33 PM
To: Lily Mei; Teresa Kery; Rick Jones - Councilmember; Jerry Kassar; Yang Shao; Raj Salwan; Teresa Cox
Cc: citycouncil
Subject: City council meeting: Item 6 (A) LEASE AGREEMENT WITH EAST BAY REGIONAL PARK DISTRICT FOR 900 ACRES AT MISSION PEAK

Dear Mayor Mei and City Council-members,

Thank you for your time. With regard to the new lease, I have a few concerns:

1) The lease item #1 mentioned "the Park District shall have exclusive control over the Property and the sole authority to operate and manage the Property". As I remembered in the EBRP board meeting, this language was specifically added by one of the board members so that the Fremont city could not close the park again. If Fremont need to close down the park, would EBRP be able to sue us or force us to re-open the park? Can we replace this clause with something "fairer" to both parties?

2) The lease item #2: The terms for 20 years. It is a long time especially things are changing so fast in the Bay Area. We would never have predicted that the park will be this popular 20 years ago. A lease of 5 years is much more reasonable.

3) I'm glad to see in the summary of the meeting on the "proposed lease agreements" changes:

Item #5: Agreed to a side letter that EBRPD would not build the larger 300 parking lot as allowed in the EIR to be pursued during the term of the Lease Agreement.

However, when I read the lease, there is no mention of this in the lease. We should have the signed side letter as an amendment in the lease and the EBRP should withdraw/rescind the approved EIR.

4) With regard to "Public Safety", I often see cars at the parking lots and people hiking after hours. Please include in the lease that the EBRP is responsible and must patrol the parking area to enforce the curfew.

Once again, thank you very much for your time,

Sincerely

Prakoon Chen
Member of Hidden Valley HOA

Alberto Quintanilla

From: Vijay Pitchumani <hamsanandi@comcast.net>
Sent: Monday, November 14, 2022 9:11 PM
To: citycouncil; Lily Mei
Subject: Fwd: RE: Agenda Item 6A – Mission Peak Lease -- City Council meeting, Nov 15

Thanks and regards. (Message below)

- Vijay Pitchumani

----- Original Message -----

From: Vijay Pitchumani <hamsanandi@comcast.net>
To: "ei@fremont.gov" <ei@fremont.gov>, "rsalwan@fremont.gov" <rsalwan@fremont.gov>, "councilmemberjones@fremont.gov" <councilmemberjones@fremont.gov>, "jkassan@fremont.gov" <jkassan@fremont.gov>, "tcox@fremont.gov" <tcox@fremont.gov>, "tkeng@fremont.gov" <tkeng@fremont.gov>, "yshao@fremont.gov" <yshao@fremont.gov>
Cc: "sgauthier@fremont.gov" <sgauthier@fremont.gov>, "dmarolis@fremont.gov" <dmarolis@fremont.gov>, "kshackelford@fremont.gov" <kshackelford@fremont.gov>, "swashington@fremont.gov" <swashington@fremont.gov>, Vijay Pitchumani <hamsanandi@comcast.net>
Date: 11/13/2022 5:49 PM
Subject: RE: Agenda Item 6A – Mission Peak Lease -- City Council meeting, Nov 15

Re-sending with a cc list; sorry about the omission in the first email

On 11/13/2022 5:39 PM Vijay Pitchumani <hamsanandi@comcast.net> wrote:

VIA email only: imei@fremont.gov, rsalwan@fremont.gov, councilmemberjones@fremont.gov, jkassan@fremont.gov, tcox@fremont.gov, tkeng@fremont.gov, yshao@fremont.gov

RE: Agenda Item 6A – Mission Peak Lease -- City Council meeting, November 15, 22.

Dear Mayor Mei and City Councilmembers,

Please reject the lease proposed for Mission Peak Regional Preserve – Stanford staging as presented.

The City Council unanimously rejected the previously proposed lease. Yet, the new lease still gives the East Bay Regional Park District exactly what they wanted – total control! Haven't we learned anything from the previous exercise?

EBRPD has a terrible track record with respect to Mission Peak – Stanford Staging. It has compromised the basic needs of the park and of the neighbors in a bid to achieve popularity with hikers from faraway places who have no vested interest in the proper management of Stanford Staging. Trusting EBRPD to do the right thing is laughable in its naïveté!

Please reject the currently proposed lease outright and ensure that a new lease that addresses lingering issues effectively is crafted and approved. The key inputs are:

- Do not give EBRPD total control and sole authority over the property.
- Term: Limit the duration to a shorter period, like 5 years. A long period is a carte blanche for EBRPD to thumb their nose at the hapless Fremont residents.
- Make Ohlone the preferred entrance. Make all the capital improvements there.
- Make a firm commitment to continue permit parking in the neighborhood.

You, the City Council, have a solemn commitment to uphold the interests of the city and the Stanford Staging neighborhood; the EBRPD doesn't. It doesn't even pretend that it cares. So, please exercise your sacred duty; we are counting on it.

Thank you very much for allowing me to voice my inputs. Best regards.

Sincerely,
Vijay Pitchumani
(A Fremont resident for nearly three decades)

Susan Gauthier, City Clerk sgauthier@fremont.gov
Debra Marolis, City Attorney dmarolis@fremont.gov
Karena Shackelford, City Manager kshackelford@fremont.gov
Chief Sean Washington, Chief of Police swashington@fremont.gov

Alberto Quintanilla

From: Tony Pang <tonyp@comcast.net>
Sent: Monday, November 14, 2022 3:56 PM
To: Lily Mei; Raj Salwan; Rick Jones - Councilmember; Jerry Kassar; Teresa Cox; Teresa Keng; Yang Shao; citycouncil
Cc: Susan Gauthier; Karana McGee Shackelford; Sean Washington; Debra Margolis; Tracey Leung
Subject: Public Comment for City Council Meeting 11/15/22 item 6A Mission Peak Lease

Dear Honorable Mayor Mei and distinguished members City Council,

We are writing to express our concern over the proposed lease and are asking you to reject the lease as is. Since the lease was presented last year to City Council, nothing significant in the content has changed.

The Park District has not been a responsible and cooperative tenant on city land. A lengthy lease of 20 years and gifting the Park District exclusive power over the management of the park will not be in the best interest of the Preserve and the City. The City needs to be able to intervene when things are not done right with the management of the park, being the landowner. The City should also have the right to review the signage and messages put in the park and city streets as the landowner.

The lease term should be shortened to 5 years with a review for further extension of lease.

We thank the City for giving us permit parking and enforcement which helps alleviate some of the problems arising from the excessive visitors . However, some problems have persisted for the last 10 years, such as the rampant curfew violations at the Stanford entrance and the lack of a plan to stop it. The occurrence of a fire inside the park in the middle of the night was an example of the failure to enforce curfew, putting nearby neighborhoods at risk. If manpower is an issue for non- enforcement, then a tall gate should be constructed at the Stanford entrance to curb curfew violations. A barrier for vehicles will only drive the vehicles to park in residential streets whereas not effective in stopping visitors who violate the curfew.

Further, it should be laid out on the lease as an addendum or attachment stating that the Park District will not construct a larger 300 space parking lot. A larger parking lot will only encourage more driving and is not in line with your goal to reduce greenhouse gas.

We hope the City will protect the Preserve and neighborhoods and maintain authority over the land that is leased to the Park District.

Thank you!

Tony and Veronica Pang
Fremont Residents

Alberto Quintanilla

From: Mark Benz <markbenz@yahoo.com>
Sent: Monday, November 14, 2022 2:47 PM
To: citycouncil
Subject: Agenda Item 6a Mission Peak Lease - Council Meeting 15 Nov. 2022
Attachments: LEASE AGREEMENT MER PRESERVE MBL.docx

Dear Mayor Mei and Councilmembers,

I write to discuss the pending Mission Peak Regional Preserve-Stanford Staging Lease of City Property by the EBRPD, agenda item 6A. As the Property owner, the City alone has all the cards, and must not allow the District to dictate terms.

As you know, this lease renewal has been pending for a year. Unfortunately, the current proposed lease continues to exhibit many shortcomings. The proposed lease should be rejected, or ammended as suggested below.

The proposed lease often mentions that the District will manage Mission Peak Regional Preserve-Stanford Staging "just like the rest of their Parks." This is the primary problem. Mission Peak Regional Preserve-Stanford Staging is NOT like the rest of their Parks. It is a Preserve, it alone has about 300,000 annual visitors transiting through a Fremont neighborhood, and is subjected to repeated curfew violations by visitors. The District fails to realize and address these and many other fundamental differences.

By any measure, the District is a bad tenant. They have repeatedly and consistantly demonstrated poor, non-responsive and even threatening behavior, have a long track record of terrible environmental stewardship, and continue to fail to enforce their own rules at Mission Peak Regional Preserve-Stanford Staging.

In reviewing the proposed lease, significant changes detailed below by section number, are essential. Attached please find a revised draft MS Word lease with essential changes shown in **RED font** and indicated by margin change bars, for your review and staff use. The primary lease improvements are in the areas of: Property Rights, Maintenance, Public Safety, and Hours.

Finally, should the District fail to negotiate improved lease terms in good faith, the temporary closure of Stanford Staging is totally appropriate. Access to Mission Peak will still be available to the public via the prefered Ohlone entrance, and closure will allow the area time to recover from continued over use.

Again, you hold the cards!

I strongly urge you to reject the proposed lease, and direct staff once again to correct it, per the attached.

Thank you,
Mark Benz

Significant Improvements to Lease Terms:
Section and brief change description.

1. Property Rights: Deletion of the sentence granting The District complete control of the Property.
2. Term: Changed from 20 to 10 years, retains the automatic renewal.

3. Maintenance: Requires District to maintain Property as it was in 1978 when they first leased it. Specifically calls out unauthorized “social” trails and habitat damage, as determined by the City.

5. Improvements: Prohibits any improvements at Stanford Staging, as these violate Section 13, making the Ohlone entrance primary.

6. Fences: Adds unauthorized persons, as well as unauthorized motor vehicles, to be prevented by fences etc. from entering the Property during non-operating hours.

9 a. Public Safety: Adds requirement for Annual Property inspection by the City Fire Department.

9 b. Adds requirement for pre-dawn unauthorized visitor “sweep” for curfew violators by District police, randomly once a month, with results reported to the City.

9 d. Prohibits eBikes from the Property.

10: Hours: Hours shall be 8am to “Sunset”, year-round, as Stanford Staging was in 2014, and like other nearby District Parks (Vargas & Garrin).

13. Signs: Separates Property signage from Online documentation. Prohibits mention of Stanford Staging.

LEASE AGREEMENT OF CITY OF FREMONT PROPERTY

MISSION PEAK REGIONAL PRESERVE

THIS LEASE Agreement ("Lease"), made and entered into as of _____ by and between the City of Fremont, an incorporated California municipality, hereinafter called "City," and the East Bay Regional Park District, a California Special District, hereinafter called "Park District."

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 37396 of the Government Code of the State of California, City may lease property owned by it for park and recreation purposes; and

WHEREAS, Park District has the authority to enter into leases of real property for park and recreation purposes pursuant to California Public Resources Code Section 5540; and

WHEREAS, City owns certain unimproved real property adjacent to Park District's Mission Peak Regional Preserve, in the County of Alameda, comprising 900 acres, more or less, as described in Exhibit "A" (the "Property") attached hereto and made a part hereof; and

WHEREAS, in 1978, City and Park District first entered into this Lease to provide for public park, recreation, and open space uses of said area with an initial term of 25 years ("1978 Lease"); and

WHEREAS, in 1993, pursuant to the terms of the 1978 Lease, City and Park District extended the term of the Lease until July 7, 2020; and

WHEREAS, pending negotiation over the renewal of the 1978 Lease, the City and Park District have held the 1978 Lease in a month-to-month holdover status; and

WHEREAS, City and Park District desire to enter into this Lease to extend the term of and continue to provide for public park, recreation, and open space uses of said area; and

WHEREAS, City desires to continue to have Park District administer a grazing and open space management/park operation program on the Property and Park District is willing to accept that responsibility based on the terms of this Agreement; and

WHEREAS, through this Lease, City and Park District also acknowledge the mutual goal of supporting the use of Ohlone College as a primary staging area to access Mission Peak.

NOW, THEREFORE, it is mutually agreed that for and in consideration of mutual benefits to both parties (and without charge for rental, other than as specified in paragraph 4 below), City hereby leases the Property to Park District for the exclusive purpose of maintaining, controlling, improving, and operating a public ~~Preserve park, recreation,~~ and open space ~~facility resource conservation area,~~ including a program of grazing management, as a portion of Park District's Mission Peak Regional Preserve. Park District and City accept such lease on the following terms and conditions:

1. ~~PROPERTY RIGHTS. Subject to the terms of this Lease, the Park District shall have exclusive control over the Property and the sole authority to operate and manage the Property.~~

This Lease is non-assignable and non-transferable, as a whole or in any part thereof, without prior written consent of City, which consent shall not be unreasonably withheld, provided this Lease shall be

assignable to any successor public agency to Park District. Park District hereby acknowledges the title of City in and to said real property described herein, and agrees never to assail or to resist said title.

2. TERM.

a. The term hereof shall commence upon execution by both City and Park District. During the term of this Lease, Park District will administer an open space management program of the lands described in Exhibit "A" and provide for public park use of those lands.

b. Unless terminated as provided in Paragraph 13 below, the term of this Lease shall expire on July 1, 2034~~2~~. By mutual consent, the term of this Lease can be extended for an additional ~~twenty ten (20)~~(10) year term.

3. MAINTENANCE. Park District shall maintain the Property in at least as clean and presentable a condition as received, free from waste. Park District shall maintain the Property at the same level as it first leased it in 1978. This means the Park District shall prevent unauthorized trails, habitat destruction and other environmentally detrimental activities and processes, as determined by the City, from occurring on the Property. ~~provides to other parks within its jurisdiction.~~ If Park District fails so to maintain the Property at the same to this level ~~as it provides to other parks within its jurisdiction~~, then City shall give Park District specific notice of such violation and Park District shall have thirty (30) days to undertake corrective measures. If Park District shall fail to take such action within such period of thirty (30) days, then City may perform the necessary work at the expense of Park District, which Park District agrees to pay City upon demand.

4. GRAZING MANAGEMENT. City hereby grants to Park District the right to let grazing licenses or leases on the Property during the term of this Lease on terms substantially similar to those found in the Park District's form grazing license, a current draft of which is attached hereto as Exhibit "B." In the event that the Park District substantially revises the form grazing license, Park District will provide City with a revised version of the form grazing license.

5. IMPROVEMENTS; PRIOR APPROVAL.

a. The existing Stanford Avenue Staging Area shall continue to have direct access from Stanford Avenue. The Park District ~~may shall make no elect to make additional~~ capital improvements to the existing Stanford Avenue Staging Area, rather improve the Ohlone entrance to further encourage visitor access there, per Section 13, ~~but will have no obligation to do so during the term of this Lease. For any capital improvements that the Park District elects to undertake on the Property that do not require a permit issued by the City, the Park District shall present plans to City for its review and written approval prior to the commencement of any such work. Approval of improvements that do not require a permit issued by the City shall not be unreasonably withheld. City agrees to notify Park District in writing within sixty (60) days after delivery of any such request for approval whether City approves or disapproves and, if the latter, the reasons therefor. Should City not so notify Park District within sixty (60) days, it shall be conclusively deemed that City has approved such request for improvements that do not require a permit issued by the City and Park District may proceed with the capital improvements. If the City sends written disapproval of any improvements, the Park District shall not proceed with the improvements. Upon termination of this Lease, all improvements to the Property shall be considered City Property.~~

~~b. For any capital improvements that the Park District elects to undertake on the Property that require a permit issued by the City, the Park District shall present plans to City for its review and written approval prior to the commencement of any such work. Approval of improvements that require a permit issued by the City shall not be unreasonably withheld. City agrees to notify Park District in writing within one hundred twenty (120) days after delivery of any such request for approval whether City approves or disapproves and, if the latter, the reasons therefor. Should City not so notify Park District within one hundred twenty (120) days, it shall be conclusively deemed that City has approved such request for improvements and the Park District may proceed with the capital improvements. If the City sends written disapproval of any improvements, the Park District shall not proceed with the improvements. During the one hundred twenty (120) days, City and Park District may choose to hold a community meeting at a designated location within the City, as agreed upon by City Manager and Park District General Manager, or their designees. Upon termination of this Lease, all improvements to the Property shall be considered City Property.~~

~~b.~~ Routine maintenance of the Stanford Staging Area, trails, fire roads and fences within the Property shall be the responsibility of Park District. Such maintenance work will not require prior notification to, or approval by City.

~~c.~~ Park District agrees not to construct or operate facilities or permit uses on the Property which are incompatible with a regional park-preserve and open space resource conservation area facility.

6. FENCES AND BARRIERS. Park District shall be responsible for constructing fences and vehicular barriers designed to prevent unauthorized persons and motor vehicles from entering the Property, except as indicated during Hours of Operation, Section 10.

7. INDEMNITY. Park District shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising directly or indirectly by the Park District 's use and operation of the Property, or any negligent act or omission of any contractor, agent, or employee or other person under the control of the Park District, except for claims arising out of the sole negligence or willful misconduct of the City or its employees or agents.

8. INSURANCE. Throughout the term of this Lease, Park District, at its expense, shall maintain:

a. Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance as required by the laws of California b. Public Liability Insurance. Such Public Liability Insurance as shall protect City from claims usually insured against under the terms of such insurance which may arise in connection with this Lease. Said liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all operations under this Lease, use of owned or non-owned automobiles, products and completed operations. Said policy or policies shall name City as an additional insured and shall cover as primary insurance and shall be endorsed to provide that City will be notified at least thirty (30) days prior to any proposed cancellation or change in any of said policies. The amounts of insurance so provided by Park District shall not be less than the following:

Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage or a combination - \$35,000,000.00

c. Certificates of Insurance. Certificates showing such public liability insurance shall be furnished to City. Subject to subparagraph d below, all such insurance shall be maintained in full force and effect by Park District throughout the entire term of this Lease and any renewal or extension thereof.

d. Self-Insurance. Park District has the right and option to self-insure, in whole or in part, at any time, against public liability claims in lieu of providing the public liability insurance specified herein by written notice to City that Park District assumes such obligation in the place and stead of any insurance carrier.

9. PUBLIC SAFETY.

a. Park District shall be responsible for whatever mowing, discing, vegetation removal, and fire road construction, etc. which may be reasonably required on the Property for fire prevention purposes. Park District shall provide fire protection services to the Property at the same level as it provides to other park areas within its jurisdiction. The District shall authorize an inspection by the City Fire Department, subsequent to the District's completion of vegetation management activities, no later than May 15th annually. The District shall promptly address any deficiencies found.

b. During Operating Hours, Section 10, Park District shall provide police, ranger, or other sworn peace officer patrol of the leased area to keep peace and prevent unauthorized uses thereof at the same level that it provides to other park areas within its jurisdiction. After Operating Hours, the Park District shall enforce a "No Access/forced egress" policy whereby District police shall conduct at least one random, complete, Property "sweeps" per calendar month between the hours of midnight and 6 am to intercept, cite, and remove unauthorized persons from the Property. The Public shall not be notified of sweeps prior to their occurrence. The City shall be promptly provided with the "sweep" results in writing.

c. City shall devote the same degree of public safety patrol and attention to the leased area as is provided to other public areas within the jurisdiction of City. In this regard, the public safety departments of City and Park District shall operate a close liaison to coordinate their activities on the leased Property.

d. No electric or otherwise mechanically powered cycles shall be allowed on the Property.

10. HOURS OF OPERATION and CURFEW MANAGEMENT.

a. The Property shall normally be open to public use during those hours that the Stanford Avenue Staging Area ~~and adjacent portions of Mission Peak Regional Preserve~~ is open to the public. The ~~current~~ hours of the Stanford Avenue Staging Area and adjacent ~~portions of the Mission Peak Regional Preserve~~ Property are as follows:

December 23 - March 31 ~~8:00 6:30am~~ – ~~8:00~~ "Sunset" ~~pm~~ (The daily disappearance of the Sun below the horizon due to Earth's rotation.)

April 1 – December 22 ~~8:00 6:30am~~ – "Sunset 9:00 pm

~~If any changes are proposed to change the current hours of the operation at the Stanford Avenue Staging Area and adjacent portions of the Mission Peak Regional Preserve, Park District will notify City of proposed changes in writing at least 30 days before adoption of the new hours. Upon receipt of written~~

~~notice of proposed change, City may choose to hold a community meeting at a designated location within the City, as agreed upon by City Manager and Park District General Manager, or their designees. In addition to any community meeting held within the City, for any proposed changes to the hours of operation, the Park District will include the change of hours on a regularly scheduled public meeting of the District. Park District shall install and maintain a sign prominently located at the entrance to the Standard Avenue Staging Area listing the current hours of operation of the Stanford Avenue Staging Area and adjacent portions of the Mission Peak Regional Preserve, as established by this Section 10.~~

11. CITY REGULATORY ACTION. In the event that the City exercises its police powers and closes Stanford Avenue east of Vineyard Avenue ("City Regulatory Action") for more than 24 consecutive hours, the City shall temporarily assume the responsibilities set forth in this Lease for the Stanford Avenue Staging Area only until conclusion of the City Regulatory Action. For purpose of this section, City Regulatory Actions shall not include a closure due to a criminal investigation performed by the Fremont Police Department or fire suppression activities performed by the Fremont Fire Department. The City shall notify the Park District in writing when the City Regulatory Action is to cease and the date that the Park District operational obligations for the Stanford Avenue Staging Area are to resume, provided that it is no sooner than 24 hours from the date of the City's notice of City Regulatory Action termination.

12. PRIOR TITLE RIGHTS. All rights herein given to Park District are subject to all existing rights, rights of way, reservations, restrictions, liens, and easements by whomsoever held in and to said real property.

13. SIGNS AND MARKETING. Within the Property, the Park District shall install and maintain: 1) signs acknowledging the cooperation of City in providing the Property for public park, ~~recreation,~~ and open space uses; 2) appropriate informational and directional signs including signs to Ohlone College as a primary access to Mission Peak Regional Preserve; 3) appropriate signs designating permitted trail uses by the general public, regulations governing such uses, and specifically prohibiting operation of unauthorized ~~motor-~~vehicles.

~~;~~ and 4) A all marketing, website, social media, maps, and other physical and online documented materials shall describe Ohlone College as the primary access to Mission Peak Regional Preserve. There shall be no indication or description of the Stanford Staging Area.

14. COOPERATION. Park District and City will work together to resolve issues in and around the Property in a timely and cooperative manner. The parties shall continue utilize the liaison committee or similar public meeting as needed to discuss issues regarding the Property. Further, City shall support and work cooperatively with the Park District to promote Ohlone College entrance as the primary entrance to the Mission Peak Regional Preserve.

15. TERMINATION OF LEASE. This Lease may be terminated:

- a. Upon the expiration of the term;
- b. Upon a material breach of any of the provisions hereof if, after written notice specifying the nature of the breach, Park has not undertaken positive action to correct such breach within ninety (90) days; or
- c. At any time upon thirty (30) days written notice by either of the parties.

16. NOTICE. All notices pursuant to this Agreement shall be addressed as set forth below or as either party may subsequently designate by written notice and shall be sent through the United States mail with postage prepaid, Certified, with return receipt requested.

To: City of Fremont
City Manager
3300 Capitol Ave P.O. Box 5381
Fremont, CA 94538

To: East Bay Regional Park District Attention:
General Manager
2950 Peralta Oaks Court
Oakland, CA 94605-0381

17. NON-DISCRIMINATION: FAIR EMPLOYMENT PRACTICES. Park District and its employees shall not discriminate against any person because of race, color, religious creed, sexual orientations, gender, marital status, physical or mental disability, medical condition, national origin or other legally protected status. Park District will take affirmative action to ensure that applicants and employees are treated during hiring process and employment without regard to their race, color, religion, sex, marital status, physical or mental handicap, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; designated representatives. In addition, Park District shall not exclude from participation in, deny the benefits of, or subject to discrimination under this Agreement any employee or applicant for employment on the basis of age the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973; or religion except that any exemption for such prohibition against discrimination of the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of April 11, 1968, as amended shall also apply.

18. AMENDMENTS AND WRITTEN MODIFICATION. This Lease may be amended or modified at any time with the mutual consent of the City Council of the City of Fremont and the Board of Directors of the East Bay Regional Park District.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

20. ENTIRE AGREEMENT. This Lease, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Lease supersedes all prior negotiations, agreements, and understandings regarding the lease of the Property, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove appearing.

[INSERT SIGNATURE BLOCK]

Alberto Quintanilla

From: Rujul Patrak <rujul@grail.com>
Sent: Sunday, November 13, 2022 12:05 PM
To: citycouncil; Lily Mei; Raj Salwan; Rick Jones - Councilmember; Jenny Kassar; Teresa Cox; Teresa Kerg; Yang Shao
Cc: washington@fremont.gov; Karena McGee Shackelford; charolis@fremont.gov; Susan Gauthier
Subject: Public Comment for the Upcoming 7 PM City Council Meeting 11/15/22 (Agenda Item 6A – Mission Peak Lease)

Dear Mayor Mei and City Councilmembers,

Please reject the lease for Mission Peak Regional Preserve-Stanford staging, as presented without significant changes to certain terms.

As proposed the lease gives complete control of City owned property to the East Bay Regional Park District and fails to address any of the lingering issues, including: Parking issues for immediate neighborhoods including my street Vineyard Ave, rampant curfew violations, permanent hours, environmental damage, etc.

After more than a year since the last proposed lease, unanimously rejected by the City Council, the current language still gives the district exactly what they wanted, total control and the right to sue the City if they ever “interfere with our Park again”.

Item #1 of the lease has the City giving the Park District “exclusive control over the Property and sole authority to operate and manage the Property”. Past performance is the best predictor of future behavior. The District has repeatedly demonstrated a lack of cooperation or willingness to address on-going issues at this entrance. Please recall the utter lack of cooperation over the past several years, including during the pandemic when they closed restrooms and ceased trash collection leaving piles of trash and human waste in the adjacent neighborhood streets and then bad-mouthed the City in the media for taking action and making public safety the top priority. Giving the District total control and sole authority over City property is selling out the residents of Fremont, effectively sentencing us to 20 more years of this mess. A platitude in the lease espousing “cooperation” will not make it so.

The City owns the 975+ acres zoned as Open Space Resource Conservation Area (City GP). The City provides the Park District with the privilege of using the property for free. The Park District receives our tax dollars to operate and maintain this property, just as they do for every other EBRPark.

Please ensure that the lingering issues are effectively addressed and do not sell out the residents of Fremont, YOUR constituents.
The proposed lease fails to do so.

The Key issues that must be addressed: (pick and choose those that resonate most for you and customize your letter)

- **We want Vineyard Ave to become NO PARKING street** on both sides. We want the entire Vineyard Ave to be NO PARKING just as you have already done for Stanford Ave. Currently only one side (that too partially) is no parking and we residents have endured dangerous parking situations and LOTS of harassment, noise, trash, and security issues because of this.

- Property Rights – **The City must NOT give the District total control and sole authority over the property.**

- **Effective Curfew management** - Curfew violations are rampant. The lease must include a plan for effective curfew management. The Preserve has experienced three fires since 2017, two with “suspicious circumstances”. The most recent fire was at 4:17 AM, when the park was “closed”. Last Nov. the District sent officers to Stanford between 3:15 am – 6:15 am and more than 100 violators were observed. In July 2015, the District provided enforcement for 30 days during which time more than 500 citations were issued and an undisclosed number of warnings. The entrance is a “free for all”. Free parking makes this one of the most visited entrances in the entire EBRPD system. The situation has not changed.

- **Term – 20 years is too long. A shorter duration (We are proposing 5 years)** is reasonable with the clause noting the lease may be extended by mutual consent, as currently noted. The District has failed to effectively address the issues that have been on-going for years. The City needs to maintain the opportunity to take corrective action as/if needed.

- **Hours – The entrance needs permanent hours consistent with other nearby EBRPD hiking trails (Vargas, Garin, Pleasanton ridge), 8 am – “sunset”.** These were the posted hours at Stanford in Sept 2014. The

proposed lease allows the District to change hours with 30 days notice, which will they will modify to 5 am – 10 pm as soon as the ink is dry. Longer hours means more “curfew creep”. The Ohlone entrance is open 6 am – 10 pm daily, and designated as the primary entrance. Please ensure that the terms of this lease support actually migrating visitors to the Ohlone entrance

- Capital Improvements – **The agreed objective is to make Ohlone the primary entrance.** As such, NO capital improvements should be allowed at Stanford. Improvements should be made at Ohlone, if the stated objective is sincere. The City Staff Report notes a “side letter” that EBRPD will not build a larger 300 space parking lot. A new lease must not be signed until EBRPD votes to either rescind the EIR (best option) or provides the signed letter committing to no added parking during the term of the lease and any extensions. The signed letter must be an attachment/addendum to any new lease. Signing any lease first will not ensure the letter meets the needs of the City.

- Permit parking – Staff Report notes the “temporary” permit parking program has helped alleviate ONLY some issues and that the City Council will consider an extension. However, the lease is silent on the subject, **there is no firm commitment for the continuation. If the entrance remains open, continuation of the permit parking program is critical for the duration of any lease and extensions.**

- Signage – **The City must retain approval authority for messaging and any signage added on City Property / streets. We do not need signs on Mission Blvd. marketing the Stanford staging entrance.**

IF agreement can not be reached then temporarily closing the entrance would be an appropriate step. The Ohlone entrance would remain open, further encouraging visitor migration to that entrance and solidifying it as the “primary entrance”.

We again, urge the City Council to reject the proposed lease for Mission Peak-Stanford, as presented, without further specificity of certain terms, as outlined above. Please insist on lease terms that balance access for the long-term “health” of the Preserve and to effectively address the on-going issues caused by the overwhelming volume of visitors to Stanford staging. Thank you for your thoughtful consideration.

We sincerely hope the City Council will insist on terms that manage visitation to a level the Preserve can withstand long term, ensure balance going forward and effectively migrate visitors to Ohlone as the primary entrance in Fremont.

Do not sell out the residents of Fremont.

Thank you for your consideration.

Sincerely,

Rujul and Dushyant Pota

Vineyard Ave, Fremont Ca.

Alberto Quintanilla

From: Janet Benz <janetbenz@yahoo.com>
Sent: Tuesday, November 15, 2022 9:27 AM
To: Lily Mei; Raj Salwan; Rick Jones - Councilmember; Jerry Kassar; Teresa Cox; Teresa Keng; Yang Shao; citycouncil
Cc: Susan Gauthier; drarolis@fremont.gov; Karen McGee Shackelford; Sean Washington
Subject: Agenda Item 6A – Mission Peak Lease -- City Council meeting, November 15, 22.

RE: Agenda Item 6A – Mission Peak Lease -- City Council meeting, November 15, 22.

Dear Mayor Mei and City Councilmembers,

Please reject the lease for Mission Peak Regional Preserve-Stanford staging, as presented without significant changes to certain terms. As proposed the lease gives complete control of City owned property to the Park District without any reasonability/accountability for the issues created by visitors. It fails to address any of the lingering issues, including: rampant curfew violations, permanent hours, maintenance, environmental damage, etc.

After more than a year since the last proposed lease, the current language still gives the district, total control and the right to sue the City if they ever “interfere with our Park again”. The lease fails to hold the district accountable/responsible to address any of the issues which are a direct result of their utter lack of effective management, maintenance, policing of the Preserve. Item #1 of the lease has the City giving the Park District “exclusive control over the Property and sole authority to operate and manage the Property”. Past performance is the best predictor of future behavior. The District has repeatedly demonstrated a lack of cooperation or willingness to address on-going issues at this entrance. Curfew violations are rampant. And Please recall the utter lack of cooperation over the past several years, including during the pandemic when they closed restrooms and ceased trash collection leaving piles of trash and human waste in the adjacent neighborhood streets and then bad-mouthed the City in the media for taking action and making public safety the top priority. Giving the District total control and sole authority over City property is selling out the residents of Fremont, effectively sentencing us to 20 more years of this mess. A platitude in the lease espousing “cooperation” will not make it so. Again, past performance is the best predictor of future behavior. Please don’t let the “big bully” demand/threaten their way.

The City owns the 975+ acres zoned as Open Space Resource Conservation Area (City GP). The City provides the Park District with the privilege of using the property for free. The Park District receives our tax dollars to operate and maintain this property, just as they do for every other EBRPark.

Please ensure that the lingering issues are effectively addressed and do not sell out the residents of Fremont, YOUR constituents. The proposed lease fails to do so.

The Key issues that must be addressed:

- Property Rights – The City must NOT give the District total control and sole authority over the property.
- Effective Curfew management - Curfew violations are rampant. The lease must include a plan for effective curfew management. The Preserve has experienced three fires since 2017, two with “suspicious circumstances”. The most recent fire was at 4:17 AM, when the park was “closed”. Last Nov. the District sent officers to Stanford between 3:15 am – 6:15 am and more than 100 violators were observed. In July 2015, the District provided enforcement for 30 days during which time more than 500 citations were issued and an undisclosed number of warnings. The entrance is a “free for all”. Free parking makes this one of the most visited entrances in the entire EBRPD system. The situation has not changed.
- Term – 20 years is too long. A shorter duration is reasonable with the clause noting the lease may be extended by mutual consent, as currently noted. The District has consistently failed to effectively address the issues that have been on-going for years. The City needs to maintain the opportunity to take corrective action as/if needed.

- **Hours** – The entrance needs permanent hours consistent with other nearby EBRPD hiking trails (Vargas, Garin, Pleasanton ridge), 8 am – “sunset”. These were the posted hours at Stanford in Sept 2014. The proposed lease allows the District to change hours with 30 days notice, which will they will modify to 5 am – 10 pm as soon as the ink is dry. Longer hours means more “curfew creep”. The Ohlone entrance is open 6 am – 10 pm daily, and designated as the primary entrance. Please ensure that the terms of this lease support actually migrating visitors to the Ohlone entrance.

- **Capital Improvements** – The agreed objective is to make Ohlone the primary entrance. As such, NO capital improvements should be allowed at Stanford. Improvements should be made at Ohlone, if the stated objective is sincere. The City Staff Report notes a “side letter” that EBRPD will not build a larger 300 space parking lot. A new lease must not be signed until EBRPD votes to either rescind the EIR (best option) or provides the signed letter committing to no added parking during the term of the lease and any extensions. The signed letter must be an attachment/addendum to any new lease. Signing any lease first will not ensure the letter meets the needs of the City.

- **Permit parking** – Staff Report notes the “temporary” permit parking program has help alleviate some issues and that the City Council will consider an extension. However, the lease is silent on the subject, there is no firm commitment for the continuation. If the entrance remains open continuation of the permit parking program is critical for the duration of any lease and extensions.

- **Signage** – The City must retain approval authority for messaging and any signage added on City Property / streets. We do not need signs on Mission Blvd. marketing the Stanford staging entrance.

- **Fences & Barriers** – There needs to be more than a barrier for “unauthorized motor vehicles”. A vehicular barrier without a pedestrian barrier will only further encourage curfew violators to park on the City streets at all hours and make any issues the responsibility of the City. Again, the District fails to responsibility and effectively address the issues caused by park visitors.

Fiscal Impact:

The Staff Report indicates finalizing the lease is important because the City does not have the resources to manage this entrance. This is City property. The City needs to maintain control over it to ensure it is managed properly. IF agreement can not be reached perhaps temporarily closing the entrance would be appropriate. It will allow the Preserve time to "heal" and the City / EBRPD time to reconsider a more collaborative balanced agreement. The Ohlone entrance would remain open, further encouraging visitor migration to that entrance and solidifying it as the “primary entrance”.

We again, urge the City Council to reject the proposed lease for Mission Peak-Stanford, as presented, without changes to certain terms, as outlined above. Please insist on lease terms that balance access for the long-term “health” of the Preserve and to effectively address the on-going issues all of which are a DIRECT result of the overwhelming volume of visitors to Stanford staging. Thank you for your thoughtful consideration. We sincerely hope the City Council will insist on terms that manage visitation to a level the Preserve can withstand long term, ensure balance going forward and effectively migrate visitors to Ohlone as the primary entrance in Fremont. Do not sell out the residents of Fremont. Don’t let the “big bully” demand/threaten their way with this City Council.

Thank you or your consideration.

Sincerely,

Alberto Quintanilla

From: Sucheta Deora <inkideora@comcast.net>
Sent: Tuesday, November 15, 2022 12:34 AM
To: Raj Salwan; Rick Jones - Councilmember; Jenny Kassar; Teresa Cox; Teresa Keng; Yang Shao; Lily Mei
Cc: Inki Deora; Susan Gauthier; charolis@fremont.gov; Sean Washington; Karena McGee Shackelford
Subject: Agenda item 6A. Mission peak proposed lease with EBRPD. City Council meeting, Nov 15'22

Dear Mayor Lily Mei & City Council members,

Please reject the proposed lease for Mission Peak Regional Preserve- Stanford staging as prepared for today Nov 15th.

Was very surprised to see this proposed lease prepared by the city staff. Was more surprised when after reading the lease noted that none of our concerns from the past 2+ yrs have even been included in the proposed lease. All our concerns from our neighborhood have just been blown away by the wind. And, in fact this proposed lease as prepared gives full control of the park to EBRPD. Its as if the City does not own the park.

As a reminder, please see our few issues in the contract as bullet points below:

1. City should not give EBRPD park total control and sole authority over the property. City owns the park property. So, the city needs to maintain control over the park and ensure that the park is managed properly and include our 5+ neighborhoods concerns.

2. Lease Term: 20yrs lease term is too long. Should be 10yrs with **an option to extend** only after any correction action is taken if required by the City.

3. Hrs on the lease: Should be listed on the lease as Sunrise to Sunset. As of now, the hrs on the proposed lease is as Winter: 6:30am to 8pm. Summer till 9pm. Whereas hours for the other parks in the Bay area varies from 8am to 4:30 to 5,6,7,8 pm on different days.

FYI: Last Nov, EBRPD sent officers to Stanford between 3:15am-6:15am and more than 100 violations were observed. So, it clearly means that the park needs effective curfew management. Curfew violations are rampant and not controlled.

4. Entrance Fee: This park is the only entrance in the Bay Area that has \$0 entrance fee. It's free for all of Bay Area & not just for Fremont. Hence, almost 1000's of visitors/day and their cars are at this entrance vs other parks in the Bay Area.

5. Permit Parking: Staff reports that the "temporary permit parking" has helped alleviate some issues and that the City Council will consider an extension. However, lease is silent on the subject. There is no FIRM commitment for the Permit Parking continuation. If Stanford entrance remains open then continuation of the Permit Parking is critical for the duration of any lease and extension of the lease.

6. Capital improvements:

Agreed objective by the city is to make Ohlone as primary entrance. So, no capital improvements (parking lot/structure) should be allowed at the Stanford entrance. Can use the existing Ohlone parking lot. If their objective is to be honored then any capital improvements should only be made at Ohlone!!!! So, overall a win win for Ohlone businesses.

7. Signage:

We do not need any signs on Mission Blvd directing them to the Stanford entrance. All signs, online and GPS marketing should be catered for the Ohlone entrance.

8. Evacuation during Fires:

This park has had 3 fires since 2017, two with suspicious activity. Recent fire was when the Park was closed.

So, for any evacuations needed on Mission Peak: Stanford, Vineyard Ave, Antelope roads are not catered for cars parked on the streets and the fire trucks and emergency vehicles to arrive and along with 1000s of cars trying to evacuate from 5+ neighborhoods.

9. To install: Fence, Barriers, Gates:

To enforce a limit on visitors per day, curfew hrs, nuisance and violations in the park! Thanks.

Sue Inki Deora

510-673-8406 cell

510-490-7272 v/mail

Sent from Inki iPhone XsMax

Alberto Quintanilla

From: Soral Gandhi <gandhi.s.d@gmail.com>
Sent: Tuesday, November 15, 2022 12:52 PM
To: citycouncil; Lily Mei; Raj Salwan; Rick Jones - Councilmember; Jenny Kassar; Teresa Cox; Teresa Keng; Yang Shao; Susan Gauthier; Karena McGee Shackelford; Sean Washington
Subject: Mission Peak Lease

We send a welcome to all the city council members to visit Mission Peak through the Stanford Staging area on a weekend. You will find rampant speeding (in a residential neighborhood), loud noises (conversations), complete disregard to the parking signs (permit or open), Defecation of pets and not picking up after them, complete disregard of park hours (before official opening times and after closing times). You name it and the rules are either disregarded or just broken.

It is not that we are opposed to the park entrance but what we are opposed to is the unsafe neighborhood that such behavior creates.

The Mission Peak lease is on the docket for this meeting and we want an agreement that keeps the Stanford staging area neighborhood in mind as well as the visitors that visit Mission Peak. Please enforce similar hours as the other parks in the East Bay Park District.

Regards.

A concerned Fremont City Resident.

Alberto Quintanilla

From: Prem Purani <prempurani@grail.com>
Sent: Tuesday, November 15, 2022 2:06 PM
To: Lily Mei; Raj Salwan; Rick Jones - Councilmember; Jenny Kesan; Teresa Cox; Teresa Keng; Yang Shao
Cc: Susan Gauthier; Karena McGee Shackelford; Sean Washington; Rafael E. Alvarado, Jr.
Subject: Mission Peak Lease

Fremont City Council Members :

As you prepare to review the new Lease Agreement with the EBRPD and vote on it, I ask that as Custodians for the residents of our fair city that you make an effort to address the following :

1. The curfew hours are strictly enforced
2. The visitation hours are changed to conform to the hours at the other parks in the City.
3. The EBRPD is compelled to manage the park vegetation to ensure that residents of the neighborhood are protected from any imminent fire danger.
4. The District provides a plan that will encourage visitors to use the Ohlone College entrance.

Cordially,

Prem

Alberto Quintanilla

From: irki deora <irki.deora@gmail.com>
Sent: Tuesday, November 15, 2022 2:46 PM
To: Lily Mei; Teresa Cox; Teresa Kang; Yang Shao; Jenny Kassar; Debra Margolis; Raj Salwan; Rick Jones - Councilmember; Susan Gauthier; Sean Washington; Karena McGee Shackelford
Cc: Irki Deora
Subject: Today's Agenda item 6A at the city council meeting. To reject the Mission Peak Lease

To,

Dear Mayor Mei and City Council members,

Re: Agenda Item 6A Mission Peak Lease on City Council Meeting Agenda on Tuesday, Nov 15'22

We are writing this letter to request the Fremont City Council (FCC):

To **reject the proposed new lease** for Mission Peak-Stanford staging.

[Please see the list of all the "homeowners signatures" rejecting the lease at the "end" of the google link below & at the end of this email.](#)

Please open the google link below for the correct numbers of homeowners signatures.

<https://docs.google.com/document/d/1YbX1thMICUrKR80MBXcqPL9i3-eklgviJlpPP4GIU3E/edit?usp=sharing>

The proposed lease **fails to include any of the concerns & issues of 1000's of nearby residents** that the residents have been addressing to EBPRD & the Fremont City council (FCC) members for the past 2+ yrs.

After more than 2yrs+ of trying to "**negotiate**" a new lease, simply nothing has been incorporated. **It's the same status quo.** The lease terms are almost the same as was in the last 25yrs lease agreement.

We residents collectively request the Fremont city to direct the **staff negotiate terms** that address the residents issues effectively for a long-term if the lease is to be renewed.

Lease Term: 20yrs lease term is too long. Should be a 10yrs Lease with an option to extend the lease only after any correction action is taken as required by the City.

Why is the City letting the District get away with this when City owns the property and lease it to the District for FREE?

It is clear that City is eager to get the preserved park out of their hands for another 50 years! No course correction is contemplated.

The Park District has washed their hands off any responsibility to address the issues that are caused by the DIRECT result of the hundreds of thousands of visitors that overrun, overuse and abuse the Preserve annually & trash the residential area and by saying, it's not their responsibility / "jurisdiction".

The East Bay Regional Park District (EBRPD) appears to have simply bulldozed the Fremont City staff not preparing this lease as is.

5 NEIGHBORHOOD'S CONCERNS

1. PROPERTY RIGHTS:

This is CITY owned property (approx. 975 acres) is leased to EBRPD for FREE.

City should not give the EBRPD park exclusive control over the property and the sole authority.....

Continuing to give EBRPD exclusive control is a PROBLEM. They have consistently demonstrated and unwillingness to take accountability for issues or work collaboratively to implement measures that effectively address the issues.

The proposed leased with EBRPD **MUST BE AMENDED**. This will sentence us all to 20 more years of the on-going mess.

2. MAINTENANCE

This entrance is NOT like other parks, it has free parking and is one of the most heavily visited of all 70+ park in the EBRPD system and needs attention, maintenance and management representative of the overwhelming load of visitors.

The District has failed to maintain this property in the condition in which they received it. The City refused to hold the District accountable. EBRPD did two years of "restoration" projects at stanford entrance after letting the condition of the park deteriorate to the extent the District referred to the park as "scar face"!

The district could have been spared the restoration expense if they had implemented some easy measures to curtail visitation at this park entrance!

In about 2016, they put out large piles of "road gravel" in various area of the trail for maintenance. It sat for about a year. In 2017, we had a really wet winter, both trails had landslides, closing one trail entirely. Then, they came out and did "maintenance" on the trail. They routinely fail to do proactive management of the property. Almost 250.000 of visitors per year "trample" the Stanford entrance annually.

City needs to Amend the lease:

"...Park District shall maintain the Property at the same levels as it provides to other parks within its jurisdiction".

3. CAPITAL IMPROVEMENTS:

1. Lease to say "NO" to any capital improvements. The lease needs to have specifics. There should be NO capital improvements like buildings. Mission Peak Park is Zoned as an Open spaced conservation preserve.

The lease **to specifically prohibit that the Parking lot will not be built.**

IF the Park District at some point builds a 300 space p lot on a 300,000+ gal. detention pond sitting on an earthquake fault line and there is a breach / failure and flooding homes downhill. Will be a disaster waiting to happen!

Who is going to take the liability for the flooding of the creek downstream towards so many homes? Liability responsibility is for The City or EBRPD? . What will likely be a class action lawsuit?

IF City/EBRPD are sincere in their comment to make Ohlone the Primary entrance- then spend the \$\$ for capital improvements only at Ohlone. Existing Ohlone parking lot can be used. And, promote businesses at Ohlone., overall a win win for Ohlone businesses.

And, if any “improvements” needs to be made by EBPRD at the Stanford entrance then they need to install a **tall fence and automatic locking gate, install cameras & QR system** to effectively manage visitors, curfew hrs and minimize impact on staff.

5. FENCES & BARRIERS & VISITORS

To enforce a limit on visitors per day, curfew hrs, nuisance and violations in the park!

This park is the only entrance in the Bay Area that has \$0 entrance fee. It’s free for Fremont & all of the Bay Area residents and non-residents. Hence, almost 1000’s of visitors/day and their cars are at this entrance vs other parks in the Bay Area.

Lease to mention cap on # of visitors just like the park in Palo Alto & to enforce that with a **tall fence & automatic locking gate, update cameras, QR code & scanning system to limit #** of visitors and after hours curfew visitors. To close entry gate when the limit on visitors is reached.

The Lease to mention **updating of cameras at the entrance of the park to ensure no visitors loitering & pitching tents in the park after hours**. And, to add LPR (License plate readers) on Stanford Ave & Vinehill Ave. to prevent car thefts.

And, to install bollards barriers to prevent unauthorized **park visitors** & vehicles from entering the Property.

Park District to provide Park Rangers Police, for one of the most visited park in their 70+ park system. **If people still violate the curfew, then they need to be fined. Park Ranger can be at random times, and revenue can pay for their time.**

FYI:

Last Nov, EBPRD sent officers to Stanford between 3:15am-6:15am and more than 100 violations were observed. So, it clearly means that the park needs effective curfew management. Curfew violations are rampant and not controlled.

Lease to mention that EBPRD will stop homeless invasion, burglaries at homes, pitching tents along the park / residential fence boundary inside the park or at the Stanford staging area.

5. Permit Parking:

City staff reports that the “temporary permit parking” has helped alleviate some issues and that the City Council will consider an extension. However, lease is silent on the subject. There is no FIRM commitment for the Permit Parking continuation. If Stanford entrance remains open then continuation of the Permit Parking is critical for the duration of any lease and extension of the lease.

6. HOURS

Mention on the lease Park hours to be consistent with other nearby EBPRD parks, **namely 8 am to roughly “sunset”**. **And, no changes to be made on the hrs thereafter.** As of now, the hrs on the proposed lease is as Winter: 6:30am to 8pm. Summer till 9pm. Whereas hours for the other parks in the Bay area varies from 8am to 4:30 to 5,6,7,8 pm on different days.

Giving the District the right to change hours on City property is the problem!!

It will be a "roller coaster" again if this is left to the Park District to manage. EBRPD will be waiting to ASAP to "send a 30 day notice to extend the hours to 5 am -10 pm". This comment was made at one of the board meetings that there are parties interested in the hours.

9. FIRES on Mission Peak: Who is going to liable? The City? EBRPD?

Lease to mention weed abatement should happen by the beginning of fire season but Park District is not adhering to this rule, posing a greater fire danger to park users and residents.

In the last 3 years, the residents have had multiple evacuation warnings

This park has had 3 fires since 2017, two with suspicious activity. Recent fire was when the Park was closed.

Sometime back there were tents set-up & set-up fire to heat up food & to keep warm. Which is a Fire hazard.

Who is going to take the **liability for all fire damages** 'cause of recklessness carelessness of some hikers?

Will the city will be liable? Its a disaster waiting to happen. Droughts and long fire seasons are here to stay.

10. EVACUATION PLAN: Who is going to liable? The City? EBRPD?

Is there any evacuation plan planned by the City or EBRPD for Stanford Ave. & Antelope Rd?

Especially, with 100's of hikers cars lined up on the streets and 1000's of cars trying to evacuate from 5+ neighborhoods on the same roads at the same time as the Fire engine trucks & the first responders cars trying to drive up?

Does the City have water, fire men and other resources lined up? **And, who is taking the liability for any type of evacuations? The City? EBRPD?**

7. SIGNS/MARKETING:

The EBRPD is City owned property. The City should REQUIRE certain terms of EBRPD for the exclusive right to use this property as an additional entrance to Mission Peak Regional Preserve, namely, you may not market or publicize City owned property in any media/brochures.

The Ohlone entrance is one of several access points to Mission Peak. The District is free to publicize those. IF there is sincerity in making the Ohlone entrance the primary entrance in Fremont, actions need to reflect that intent.

We need signs on Mission Blvd to direct them to the Ohlone entrance. All signs, online and GPS marketing should be catered for the Ohlone entrance.

Please also, ask the City to REQUIRE a specific plan/ timeline to get **Stanford removed from all "map apps"**. **Make Stanford a Bike/Ped Only entrance**. All vehicular traffic must go to Ohlone to park. This will effectively remove Stanford from "map apps".

Yes. Parks should be made accessible, but everyone in the Bay Area cannot visit the same Stanford staging park entrance.

8. OHLONE ENTRANCE: Is a win-win!

Ohlone entrance is a win-win. Ohlone entrance is a far more suitable & viable location with **900+ parking spaces and public transit access and businesses that can benefit.** But, so far, the District has **not** implemented any effective measures to actually make this happen. For the past several years, the District has been trying to migrate visitors to Ohlone but with limited success.

Unfortunately, the District's actions or inactions send a very different message about migrating visitors to the Ohlone entrance. For example, the ink is not yet dry on the lease, and Director Weiskamp is already exploring the addition of a bathroom at the Stanford entrance. If you are really very serious about the Ohlone entrance as the primary access point, it is the Ohlone entrance that should benefit from the addition of bathrooms, picnic tables and water fountains (all of which exist currently at the Stanford entrance). Why are improvements not made at the Ohlone entrance?

And, paint/number all parking spaces at Stanford and install automated payment kiosk (similar to Ohlone P lot), charge \$2 more than Ohlone P lot per car; must include regular parking enforcement.

11. PUBLIC HEALTH

In the last 1.5 yrs during the pandemic, the public nuisance/public safety issues have increased exponentially both inside and outside the Preserve. The Park Districts' failure at the height of the pandemic caused Fremont residents to endure an avoidable/unnecessary public health issue when large mask-less crowds lingered chatted leaving volumes of trash and human waste in the adjacent neighborhood. This caused the City of Fremont to step in to address the situation-that EBPRD failed to address. The District then took to the media to admonish the City.

12. City should have the Right to Review the Mission Peak lease with EBRPD every 5 yrs. And, the City should have the right to STOP leasing if the park District has not been managing the Park properly.

At the end of the day the new proposed 25years lease is NOT a "collaborative" lease. After 9 months of "community input" the City has FAILED to listen and/or incorporate terms that provide the necessary balance. We need to be sure we make that abundantly clear on Tues. We need a MASS showing of neighbors.

We thank you for your thoughtful consideration and sincerely hope you can see your way to making changes to the lease that provide the necessary balance at Stanford staging .And, help migrate visitors to Ohlone as the primary entrance. Thanks.

Best,

From Vineyard Heights neighborhood near Mission Peak- Stanford Staging area.

Pls see below:

List of all homeowners rejecting the proposed lease for Mission Peak Park Stanford.

Few of the Vineyard Heights Community Homeowners signatures: Please see below!

Ajit & Sucheta Deora
Sunil & Neeru Rahan
Dolly & Vinod Dham
Shobhna & Sanjiv Asthana

Ketan Shah
Sapana Majmudar
Ajit Deora
Sanjay & Bhavna Agarwal
Meg Lee
Anshul Bhargava
Ekta Bhargava
Sue Jeng
Harish Kapadia
Sita and Murali Bharathala
Debu Chatterjee
Aparna Chatterjee
Divyesh & Priti Shah
Sunaina and Kushal Vepa
Bala & Andy Rai
Irving Chao
Maggie Tian
Wei-Je Huang & Pei-Jen Hsu
Roger Liang and Annie
Ranjit and Vimal Advani
Eddie and Jen Wang
Richard Chen & Stephanie Li
Ravi and Sujata Keswani
Rosa Chao
Hutch Chao
Kelvin Chao
Lu Lu

Alberto Quintanilla

From: Byron Cooper <BCooper@TekLaw.Co>
Sent: Tuesday, November 15, 2022 4:01 PM
To: citycouncil
Subject: Item 6.A on November 15, 2022 City Council Agenda - Mission Peak 900 Acre Lease

Dear Fremont City Council:

THANK YOU for providing opportunities to comment on the Mission Peak 900 acre lease, and for incorporating provisions in the current draft of the lease that address major concerns regarding City oversight of EBRPD changes to the property. In particular, the staff's report indicates the parties "Agreed to a side letter that EBRPD would not build the larger 300 parking lot as allowed in the EIR to be pursued during the term of the Lease Agreement." The draft lease contains provisions for reporting future proposed changes to the property to the City with potential opportunity for community input. City oversight is very important to the residents surrounding Mission Peak.

Thank you again!

Byron Cooper
Fremont, CA