



Board of Directors  
Bruce E. Dandy, President  
Sheldon G. Berger, Vice President  
Lynn E. Maulhardt, Secretary/Treasurer  
Mohammed A. Hasan  
Edwin T. McFadden III  
Michael W. Mobley  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**AGENDA**  
**RECREATION COMMITTEE MEETING**  
**Wednesday, May 4, 2022, at 9:00 A.M.**  
**District Headquarters, Board Room, First Floor**  
**1701 N. Lombard Street, Oxnard, CA 93030**

Meeting attendees should be aware that the meetings of the Committee are, as required by law, open to the public and the District has very limited powers to regulate who attends Committee meetings. Therefore, attendees must exercise their own judgement with respect to protecting themselves from exposure to COVID-19, as the District cannot ensure that all attendees at public meetings will be free from COVID-19.

**OPEN SESSION 9:00 A.M.**

**1. Public Comment**

The public may address the Recreation Committee on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

**2. Approval of Minutes**

**Motion**

The Committee will review and consider approving the Minutes from the April 6, 2022, meeting.

**3. Monthly Operational Update**

**Information Item**

The Committee will receive and review the monthly report. Additionally, the Committee will receive an oral report and presentation from staff which includes ongoing tasks and activities from the Lake Piru Recreation Area for the month of April 2022.

**4. Board Motion Items for May 11 meeting**

The Committee will review and discuss the following agenda items to be considered for approval at the May 11, 2022, Board of Directors meeting. The Committee will also formulate a recommendation to the entire Board based on the discussions with staff.

**4.A (Board item 5.3) Resolution 2022-14 Adopting an Amended and Restated Ordinance 15 and Penalty Fee Schedule pursuant to Article 6.3 of Ordinance 15**

**Motion**

The Committee will consider recommending adoption of Resolution 2022-14 to the full Board, approving an amended and restated Ordinance No. 15, amending established rules, regulations, and penalty fee schedule for the Lake Piru Recreation Area pursuant to Article 6.3 of Ordinance 15, to the full Board.

**4.B (Board item 5.4) Resolution 2022-17 Approving the 2022 Lake Piru Long Term Stay Agreement**

**Motion**

The Committee will consider recommending adoption of Resolution 2022-17 to the full Board, approving a revised long term stay agreement pursuant to adopted revisions of Ordinance No. 15 Rules and Regulations for Lake Piru Recreational Area, Section 5.9 (f) and (g).

**Future Agenda Items**

The Committee will suggest issues or topics they would like to discuss at future meetings.

**ADJOURNMENT**



Recreation Committee Meeting  
May 4, 2022  
Page 2

**Directors:**

Chair Sheldon G. Berger  
Mohammed A. Hasan  
Michael W. Mobley

**Staff:**

Anthony Emmert  
Clayton Strahan  
Josh Perez  
Zach Plummer  
Eva Ibarra

*The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs, or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda material in an alternative format, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.*

Approved: \_\_\_\_\_

A blue ink signature of Anthony Emmert, written over a horizontal line.

**Assistant General Manager Anthony Emmert**

**Posted: (Date) April 28, 2022**

**(time) 1:30 p.m.**

**(attest) Eva Ibarra At:**

**United Water Conservation District Headquarters, 1701 N. Lombard Street, Oxnard, CA 93030**

**Posted: (Date) April 28, 2022**

**(time) 1:45 p.m.**

**(attest) Eva Ibarra At:**

[www.unitedwater.org](http://www.unitedwater.org)



Board of Directors  
Bruce E. Dandy, President  
Sheldon G. Berger, Vice President  
Lynn E. Maulhardt, Secretary/Treasurer  
Mohammed A. Hasan  
Edwin T. McFadden III  
Michael W. Mobley  
Daniel C. Naumann

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**MINUTES**  
**RECREATION COMMITTEE MEETING**  
**April 6, 2022, 9:00 A.M.**  
**Boardroom, UWCD Headquarters**  
**1701 N. Lombard Street, Oxnard CA 93030**

**COMMITTEE MEMBERS IN ATTENDANCE**

Sheldon G. Berger, chair  
Mohammed A. Hasan, director  
Michael Mobley, director

**STAFF IN ATTENDANCE**

Mauricio Guardado, general manager  
Anthony Emmert, assistant general manager  
Clayton Strahan, chief park ranger  
Josh Perez, chief human resources officer  
Darryl Smith, controller  
Brian Zahn, chief financial officer  
Kris Sofley, executive assistant/clerk of the board

**PUBLIC IN ATTENDANCE**

None

**OPEN SESSION 9:00 A.M.**

Chair Berger called the Committee meeting to order at 9:00a.m. All Committee members were present.

**1. Public Comments**

**Information Item**

Chair Berger asked if there were any comments or questions from the public for the Committee. None were offered.

**2. Approval of Minutes**

**Motion**

Motion to approve the agenda, Director Hasan; Second, Chair Berger. Voice vote: two ayes (Berger, Hasan), one abstain (Mobley). Motion carries unanimously 2/1.

**3. Monthly Operational Update**

**Information Item**

The Committee received a summary report on the monthly activities of the Park and Recreation Department for the month of March 2022, along with a financial update from Chief Park Ranger Strahan (see slides).

Chief Strahan reported to the Committee that the crack in the roadway (road leading to the Lake Piru Water Treatment Plant) had been repaired satisfactorily on February 4, 2022 and that a Notice of Completion was filed with the County of February 17, 2022. Chief Strahan thanked Dr. Bral and the engineering team for their help in securing the services of Tavis Ag in clearing the drains under the roadway and sloping drainage away from the hill to avoid future issues. There was also a three-inch layer of compacted gravel added to the roadway in an effort to reduce water drainage issues in the future.

Maintenance at the Lake Piru Recreation area included replacing the water heater in the Olive Grove restroom, which is the most used shower facility in the recreation area; 720 feet of fencing in the Olive Grove Campground area was replaced and the new fencing includes privacy/security slats to separate the full hook-up sites from the work camper sites, providing guests with a nicer view; and staff also performed the annual fire break work within the park, another step toward insuring guests safety while enjoying the Lake Piru Recreation area. Additional work performed on two former work camper sites reconnected water and electricity; two of the three day-use restrooms had the floors painted and epoxy sealed giving the facilities a nicer appearance for guests; staff began a park-wide tree maintenance effort that included the mitigation of hazardous trees and also took part in a noxious weed mitigation effort.

On April 8, Tommy's Boats, the new boat rental concessionaire at Lake Piru, will begin building its fleet of rental boats including six Tahoe pontoon boats and four Axis ski boats. The fleet will be ready for a "soft launch" Easter Weekend and the new Waterfront Manager, who started working at Lake Piru on March 15, is doing a fine job readying the boat launch operation. Chief Strahan added that the manager is a USC grad and former ship captain who had worked for National Geographic and was now making the transition from salt water to fresh water. Chief Strahan also mentioned that as the new vessels age, it is Tommy's Boats practice to sell older vessels and replace with new vessels. He said that the new boats serve as demos for people interested in purchasing a boat and that Tommy's will have 10 boats on site for two, four, and eight hour rental periods and is already booked out for the Easter holiday weekend.

Chair Berger said that Tommy's Boats has done a good job at getting up and running with quality vessels. Chief Strahan added that the company will keep all boats at Lake Piru for the first season, although the company has the option to rent for off-site use, and that the ski boats come with options for two ropes, skis, innertubes, wake boards and even lessons in wake boarding and water skiing. He said that the company isn't currently renting kayaks but the ski boats the company is renting sell for \$140,000 retail.

Chief Strahan reported that a construction contract was awarded to MDJ Management for the renovation construction of the Lake Piru Entry Kiosk. Work has already started and UWCD's engineering staff are overseeing the project which is anticipated to be completed by May 4. Chief Strahan said the renovation will include an emergency generator pad, new lighting, new vinyl siding and new windows and will reposition the internal layout of the desk and restroom for greater efficiency. Chair Berger asked if the project was permitted by the County and Chief Strahan replied that because it is a

renovation to an existing structure no permitting was required. A modular unit that rolls out to curbside and has an 80-foot ethernet cord is currently being used as a substitute entry kiosk.

Chief Strahan then moved on to a recap of revenue comparing 2019 to 2021. Because staff is now doing work that had previously been done by a concessionaire, who also kept the majority of revenue generated by park use, Chief Strahan reported that some \$427,000 in rate payer savings had been generated in 2021 versus none in 2019. Director Hasan said the full Board should be aware of that savings.

Chief Strahan then provided an overview of revenue to date (January and February 2022) in comparison to 2021. While visitation numbers were down from January and February 2021, Chief Strahan reminded the committee that the park was not open to camping for most of that period due to Covid and also that the previous visitation reporting formula, which is used by national parks and other facilities throughout California, was to assume three visitors for every car entering the park. Now park staff are using actual counts to report visitation, which Chief Strahan believes is “closer to home.” He also added that Easter weekend looks to be one of the highest in visitations yet. Director Mobley stated that he and his son went up to Lake Piru to check out the Pothole Trail, which is accessible free of charge, which he felt was a missed opportunity and wondered aloud if people were saying they were going to Pothole Trail and then perhaps staying at the lake. Chief Strahan replied that as part of the District’s FERC licensing and in agreement with the Forest Service, Lake Piru agreed to provide free access to the Pothole Trail. He added that the rangers are very good at monitoring visitors and that there are even different color passes, which are also changed each year, to further enhance monitoring of guests to ensure visitors are going to the places they stated.

**4.A (Board item 5.2) Resolution 2022-13 Approving the 2022 Lake Piru Recreation Area Fee Schedule, Fee Administration and Loyalty Rewards Program**

Chief Strahan then presented supporting information for the motion item the Recreation Department will present to the full Board at the April 13 Board meeting regarding slight increases in camping related fees, eliminating the RV annual pass which didn’t generate any interest from visitors, and to increase the group discount from 15 percent to 20 percent for loyalty rewards program participants. Chief Strahan added that the changes to the fee schedule and loyalty rewards program are more consistent with neighboring facilities. Director Mobley moved that the Committee recommend approval of this motion item to the full Board and Chair Berger agreed.

Chair Berger asked if there were any plans to open the market or store at Lake Piru. Chief Strahan replied that at the end of this season, he and Brian Zahn would review the data and bring a plan to the General Manager for his approval. He added that he is planning to discuss a secondary licensing agreement with a shaved ice company and that while you would think Lake Piru would be an opportunity for food trucks and other vendors, the long drive and no proven traffic makes it challenging to garner commitments from those types of company, in addition to the permitting and health department issues.

UWCD Recreation Committee Meeting MINUTES

April 6, 2022

Page 4

Chair Berger wished Chief Strahan and Lake Piru staff a successful summer season.

Chief Strahan added that the NBC series *This Is Us* will be returning to film at Lake Piru as part of a revival season and that *Jay Leno's Garage* was also scouting Lake Piru again for another location shoot. Chair Berger said he loved *Jay Leno's Garage* and that seeing them at Lake Piru was great free publicity.

**5. Future Agenda Items**

Chair Berger asked if the Committee had any suggestions for future agenda item. Mr. Guardado suggested updates on film productions shooting at Lake Piru be given to the Committee as applicable.

**ADJOURNMENT: 9:38 a.m.**

Chair Berger adjourned the Recreation Committee meeting at 9:38a.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Recreation Committee meeting of April 6, 2022.

ATTEST: \_\_\_\_\_  
Chair Sheldon G. Berger





1

## Lake Piru Water Treatment Plant and Crack Repair Construction

- Construction completed on February 4, 2022
- A Notice of Completion filed with the County on February 17, 2022



United Water Conservation District

2

2



### Lake Piru Water Treatment Plant and Crack Repair Construction



United Water Conservation District




3

3

### Operational Update

#### Facilities Maintenance & Operational Update

- Replaced water heater in Olive Grove restroom
- Replaced 720' of chain link fence in the Olive Grove Campground
- Performed Annual fire break efforts within the park



United Water Conservation District

4

4





## Operational Update Cont.

### Facilities Maintenance & Operational Update

- Reconnected water and electric to 2 former Work Camper sites
- Painted and epoxy sealed the floors in two of the three-day use restrooms
- Began Park wide tree maintenance and hazard tree mitigation efforts
- Park noxious weed mitigation

United Water Conservation District



5

5

## Operational Update

### Concessions Agreement Update

Tommy's Marine LLC:

- Agreement includes 10% AGR
- **March 15:**
  - Waterfront Manager began
- **April 8:**
  - Boats Arrive (6 Tahoe pontoons, 4 axis ski boats)
- **April 15:**
  - Soft Launch for holiday weekend

United Water Conservation District



6

6

## Lake Piru Entry Kiosk Renovation Project

MARCH 21 CONSTRUCTION CONTRACT WITH MDJ MANAGEMENT FOR \$146,146

MARCH 22 NOTICE TO PROCEED ISSUED

MAY 4 CONSTRUCTION COMPLETION



United Water Conservation District

7

7

## Operational Update

### Revenue Recap 2021

Year	Lake Specific Expenses	PMC Expense	Overhead Expense	One Time Expenses	Total Expense	Revenue Received	Total Offset	TOTAL RATE PAYER SAVINGS
2021	\$1,240,871.05	\$158,141.88	\$137,668.13	\$114,278.88	\$1,650,959.37	\$874,127.89	-\$775,252.67	\$427,000.00
2019	\$733,274.91	\$273,665.76	\$218,782.01	\$1,214.49	\$1,226,937.17	\$24,564.30	-\$1,202,372.87	-

United Water Conservation District

8

8

## Operational Update

### Revenue Recap 2022 (Jan.-Feb.)

Year	Day Use Revenue	Camping Revenue	All Other Revenue	Revenue Collected	Revenue Received	Visitation (# of People)
2022	\$22,065.63	\$71,521.80	\$10,400.67	\$103,988.10	\$103,988.10	3,223
2021	\$15,055.50	\$14,403.00	\$0.00	\$29,458.50	\$29,458.50	4,695

United Water Conservation District


9

## Lake Piru Motion Items

### 4.A) Lake Piru Fee Schedule And Loyalty Rewards

Propose the following changes to the 2022 Fees:

1. Eliminate the RV annual pass
2. Increase weekly peak electric site fee from \$210 a week to \$225 a week.
3. Increase both non-peak and peak weekly full hookup site fees as outlined:
  - a) Increase the non-peak weekly full hookup rate from \$230 to \$250.
  - b) Increase the peak weekly full hookup rate from \$290 to \$300.
4. Increase monthly electric site fee from \$600 to \$700 per month.
5. Increase monthly full hookup site fee from \$900 to \$950.
6. Revise the language on the reservation fee for clarification.
7. Add \$10 walk-in camping convenience fee.
8. Propose changing both the fees associated with Group camp #2 and the allowances for vehicles to as follows:
  - a) Propose reducing the daily non-peak fee for group camp #2 from \$450 per day to \$350 per day.
  - b) Propose reducing the daily peak fee for group camp #2 from \$525 per day to \$450 per day.
  - c) Increase the number of regular vehicles and extra vehicles from 12 and 12 to 15
  - d) Eliminate non-peak daily site fee of \$25 per day and set daily rate to the peak season fee of \$32 per day.



United Water Conservation District

10

## Lake Piru Motion Items

### 4.A) Lake Piru Fee Schedule And Loyalty Rewards

Loyalty Rewards 2022:

1. 10% Discount on camping for all Active-Duty Military and Law Enforcement.
2. 10% Discount on camping (excluding all major holidays) for those with an active AAA, Airstream, AARP, or Good Sam Membership.
3. Fall Special (October): Pay for two weeknights of camping and get one weeknight free (Non-Peak Season). Offer is valid Monday to Thursday only.
4. Thanksgiving Special (November): Pay for three nights of camping (or more) and receive one free night.
5. Holiday Special (Dec. and Jan.): Buy one night of camping and receive one-night free, limited to two free nights per visit. All additional fees apply.
6. Peaked Promotion (Peak Season): Pay for two weeknights of camping and get one weeknight free (Peak Season). Offer is valid Monday to Thursday only.
7. Multiplier Promotion: Rent four or more camp sites (two-night minimum) during the Non-Peak Season and receive a 10% discount.
8. Organizational Group Rates of 20%



United Water Conservation District

11

11

# QUESTIONS?

United Water Conservation District

12

12





### **Staff Report**

**To:** UWCD Recreation Committee Members

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Clayton W. Strahan, Chief Park Ranger

**Date:** April 24, 2022 (May 4, 2022 meeting)

**Agenda Item:** 3. **Monthly Park and Recreation Department Report**  
**Information item**

---

#### **Staff Recommendation:**

The Committee will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of April 2022.

#### **Discussion:**

During April, Recreation staff worked diligently to prepare for the rapidly approaching peak summer season which is beginning to shape up as another stellar year. Construction on the newly renovated entry kiosk is proceeding quickly, and staff is looking forward to having a workspace that is both comfortable and functional. The anticipated completion of that project is May 1, 2022. We welcomed two new volunteer camp hosts and two Seasonal Park Ranger Assistants to help keep the park clean, safe, and welcoming through the summer months. The park is expecting one more additional work camper couple the first week of May, which will round out the staff for the coming summer season. Throughout the month, staff continued with day-to-day maintenance, as well as larger strategic projects and planning. Rangers prepared boats and vehicles for the busy months ahead, conducting preventative maintenance and ensuring that emergency supplies were stocked with the appropriate items.

In addition, District Staff partnered with the Sierra Club and Friends of the Santa Clara River to conduct a cleanup operation on District property in Saticoy and removed approximately 40 cubic yards of trash, while continuing regular patrols of the area to prevent further issues. Weather varied throughout the month, from occasional brief rainstorms to warm spells that brought out rattlesnakes and a litter of baby skunks which staff rescued and took to a wildlife rehabilitation center where they will be cared after so they can be brought back to health after being abandoned.

Visitation also increased significantly in April, which is a result of the warmer weather. The Easter Holiday saw a nearly full campground and a day use crowd which resulted in the Day Use Park running out of parking. There were no major incidents during the month, but Rangers did handle a variety of issues routine to the season to include capsized vessels, a minor domestic violence call and several very minor medical aids. Over the next month, preparations will continue leading up

---

### 3. Monthly Park and Recreation Department Report

Page 2

---

to Memorial Day weekend, which marks the true start of summer at the lake. Efforts planned include the development of the parks swim area and a significant sign replacement project.

Note – this report contains tasks and incidents that occurred during the month of March after the filing of the previous staff report and are included here to ensure the Board is fully informed of activities at the Recreation Area.

#### 1. Staff Tasks and Activity Highlights

- **March 27:** Staff performed a major move the marina docks and anchors to accommodate lake levels while performing minor maintenance repairs to the marina to accommodate the requests made by Tommy's Marine, the Districts boat concessionaire.
  - **March 28, April 9:** Staff performed significant infrastructure repairs to the plumbing in the upper Olive Grove restroom, including completely replacing a collapsed drain line in the shower Stahl's for the restrooms.
  - **March 29 – April 19:** Staff completed brush clearance and herbicide spraying throughout the Recreation Area and along roadways to comply with Ventura County fire clearance requirements and to reduce the risk of rattlesnakes in the brush around camping areas. Areas where significant work was conducted include, the overflow camping areas, both group camps, around the Olive Grove Campground perimeter and at the Pothole trailhead.
  - **April 1:** Staff installed new equipment (throw bags, throwable flotation devices, dock lines, fenders) and prepared all District vessels for the peak season. This is done on a bi-annual or as needed basis to ensure District vessels are ready to respond to emergencies.
  - **April 4-8:** Pacific Vista Landscapes performed significant weed abatement and tree care work in and around the recreation area to complete two of the three annual landscaping contracts they have with the District.
  - **April 2-19:** Staff re-established two abandoned work camper sites on residences row. This work included trenching for and connecting utilities, while building one new recreational vehicle pad. This work will allow for two additional camp hosts to live on site and provide expanded service to the public.
  - **April 3:** Staff removed all equipment from the entry kiosk and established a temporary kiosk space at the ranger station to ensure continued guest check in operations while the kiosk is under construction for it remodeling.
  - **April 9:** Staff completed a cleanup operation in the Santa Clara Riverbed near Saticoy on District property and removed forty cubic yards of trash with the assistance of several volunteers from the Sierra Club and Friends of the Santa Clara River.
  - **April 11:** Staff collaborated with contractor Diener's Electric to repair several failures in the electrical infrastructure of the Olive Grove campground and to ensure the electrical systems are fully functional prior to the start of the summer season.
  - **April 17:** Staff installed solar lighting around storage areas in the Olive Grove campground to provide better visibility and safety for employees accessing materials in the evening hours.
  - **April 18, 19, 24:** Staff performed maintenance, fueling, and cleaning on the District patrol boats to ensure reliability in case of emergency.
-

### 3. **Monthly Park and Recreation Department Report**

Page 3

---

- **April 25-26:** Staff took delivery of and distributed beach sand in the marina parking lot area. This was completed as part of the development of a swim beach area for users.

### 2. **Staff Training/Meetings/Events**

- **March 31:** Staff participated in a preconstruction meeting with MDJ Management to coordinate activities on the entry kiosk rehabilitation project.
  - **April 3:** Staff hosted and led Recreation Committee meeting for members of the Board to review operational updates and to discuss proposed fee schedule changes.
  - The meeting was successful and lead to a sprouting relationship.
  - **April 6:** Staff participated in a meeting with CV Strategies to coordinate plans regarding replacement of several large custom signs at the Recreation Area.
  - **April 8, 14 22:** Staff held interdepartmental meetings to improve communication and planning. Two of these meetings consisted of a newly developed Recreation Leadership working group, which Chief Strahan has assembled to improve operational efficiencies and timelines.
  - **April 19:** Chief Strahan met with Bill Samuels of the Department of Water Resources State Water Project Coordinating Committee to entertain a request from the state to host a tour of the Lake Piru Facilities. The tour has been requested to project State Water Project Recreation Facility managers with an insight into water industry leaders are doing at their facilities to improve recreational opportunities.
  - **April 21:** Staff met with a representative from State Chemical to discuss different options to allow staff to be more efficient when cleaning buildings around the Recreation Area.
-

3. **Revenue and Visitation Recap**

2022 Day Use Revenue Recap and Comparison	
2022 Day Use Revenue (Jan. 1 – Apr. 24)	\$81,118.60
2021 Day Use Revenue (Jan. 1 – Apr. 30)	\$85,353.00
Total Revenue Increase/Decrease from Prior Year	\$4,234.40
Annual Increase/Decrease in %	-5%
2022 Camping Revenue Recap and Comparison	
2022 Camping Revenue (Jan. 1 – Apr. 24)	\$174,555.10
2021 Camping Revenue (Jan. 1 – Apr. 30)	\$138,940.30
Total Revenue Increase/Decrease from Prior Year	\$35,614.80
Annual Increase in %	25%
Current and Previous Year Comparison (2021 vs. 2022)	
2022 Combined Revenue (Jan. 1 – Apr. 24)	\$255,673.70
2021 Combined Revenue (Jan. 1 – Apr. 30)	\$224,293.30
Annual Increase in %	14%

\*\*\* It should be noted that 2019 was one of the highest revenue years in the history of the park. 2022 is on pace to exceed the 2019 day-use and camping figures..

2022 Total Visitation Figures				
Month	# Nights/Sites	# People	# Vehicles	# Vessels
January	153	1,450	822	155
February	203	1372	685	155
March	314	4,585	1,405	292
April	527	16,175	2,314	437
<b>Total</b>	<b>1,197</b>	<b>23,582</b>	<b>5,226</b>	<b>1,039</b>

4. **Incidents/Arrests/Medicals**

Rangers responded to four incidents of note during the month of April.

- **April 3:** Rangers assisted Ventura County Fire personnel with the establishment of a helicopter landing zone in the marina parking lot to facilitate the transfer of a patient from a remote rescue to ambulance for transport to advanced medical care.
  - **April 8:** Rangers provided minor first aid for a juvenile female patient who fell while running around the parking lot and sustained minor abrasions to her hands and elbows.
  - **April 16:** Rangers responded to a report of persons floating in the water in the middle of the lake. After locating and rescuing the victims, it was determined that they had been ejected from their PWC, which then drifted away from them in the wind. There were no injuries, and the involved persons were transported back to shore with their PWC.
  - **April 17:** Rangers responded to a report of a domestic dispute on Piru Canyon Road near the entry kiosk. After a brief investigation, it was determined that the
-



**3. Monthly Park and Recreation Department Report**  
Page 5

---

dispute was verbal only and there was no force involved. All parties were released.

**5. Citations/Enforcement Summary**

Throughout April, three citations were issued for violations of United Water Ordinance 15 (camping without a permit) and California Harbors & Navigation Code (allowing persons under 16 to operate a powered vessel).

It should be noted that numerous other enforcement contacts were made for violations of District Ordinances, however, as it is the district's goal to use education as a means for compliance in most cases, Park Rangers used these incidents as an opportunity to educate the guests via a verbal warning. Citations are typically issued as a last resort when the violation is egregious or voluntary compliance cannot be obtained.

**6. Grants**

Nothing new to report at this time.

---

**Staff Report**

**To:** UWCD Recreation Committee Members

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Clayton, Chief Park Ranger

**Date:** March 25, 2022 (May 4, 2022, Meeting)

**Agenda Item:** 4.A (Board Item 5.3) **Resolution 2022-14** Adopting Amended and Restated Ordinance No. 15 and Authorizing Ordinance No. 15 **Motion**

---

**Staff Recommendation:**

The Committee will consider recommending adoption of the Amended and Restated Ordinance No. 15, establishing rules and regulations for the Lake Piru Recreation Area and approving Resolution 2022-14 officially confirming the amended rules and regulations for the Lake Piru Recreation Area, to the full Board.

**Background:**

In January 2021, as part of the District's efforts to resume direct oversight and operation of the facilities at Lake Piru from then Concessions Service Parks Management Company (PMC), the Board requested staff perform an annual evaluation of the rules and regulations governing the Lake Piru Recreation Area upon completion of one full year of operation. As requested, staff has completed an evaluation of Ordinance No.15, which establishes the rules and regulations for the Lake Piru Recreation Area. This ordinance was last evaluated in November 2020 and subsequently the Board adopted an amended and restated version of Ordinance No. 15 on December 9, 2020, as proposed by staff at that time.

**Discussion:**

Based on staff's evaluation of the current version of Ordinance No. 15 staff has identified changes and/or additions to Ordinance No. 15. A redlined version of the Amended and Restated Ordinance No. 15 has been included as Attachment A and a clean version as Attachment B. In addition, staff has included a copy of the related Resolution 2022-14 which is attached as Attachment C. The changes requested are reflected in these documents, all of which are meant to provide clarification associated with regulations governing the Lake Piru Recreational Area facility.

If approved, District staff will have the Amended and Restated Ordinance No. 15 in its entirety printed and published in a newspaper of general circulation (likely the Santa Paula Times) and be distributed within the District within 10 days of approval, as required by California Water Code

---

**Agenda Item: 4.A (Board Item 5.3) Resolution 2022-14 Adopting Amended and Restated Ordinance No. 15 and Authorizing Ordinance No. 15 Motion**

---

74651. If adopted, the Amended and Restated Ordinance No. 15 will become effective May 11, 2022.

**Fiscal Impact:**

There is a nominal fiscal impact associated with this approval. However, all expenses associated with this item are budgeted for the current fiscal year. The anticipated fiscal impact associated with this approval is approximately \$2,500 for printing costs associated with printing new laminate posters for displaying Ordinance No. 15. This expense is however budgeted in the General Water Conservation Fund (acct. 020-53050-200-2030) in FY 2021-22 for costs associated with this process.

Attachment A – Ordinance No. 15 Redlined

Attachment B – Ordinance No. 15 Clean

Attachment C – Penalty Fees

Attachment D -- Resolution 2022-14

**UNITED WATER CONSERVATION DISTRICT  
AMENDED AND RESTATED ORDINANCE NO. 15, ESTABLISHING RULES  
AND REGULATIONS FOR PUBLIC USE OF PROPERTIES OWNED BY  
UNITED WATER CONSERVATION DISTRICT INCLUDING LAKE PIRU  
RECREATION AREA**

The Board of Directors of United Water Conservation District hereby adopts Amended and Restated Ordinance No. 15 establishing the Rules and Regulations for United Water Conservation District properties including Lake Piru Recreation Area, and therefore ordains as follows:

The following rules and regulations shall govern the public use of the United Water Conservation District properties including Lake Piru Recreation Area:

**1. DEFINITIONS - As used in this document:**

- 1.1 "AQUAPLANE" For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651(ab) which states "Water skis, an aquaplane, or a similar device" includes all forms of water skiing, barefoot skiing, skiing on skim boards, knee boards, or other contrivances, parasailing, ski kiting, or any activity where a person is towed behind or alongside a boat.
- 1.2 "BOARD" means the Board of Directors of United.
- 1.3 "VESSEL" For the purpose of this ordinance refer to the definition noted in Title 14, California Code of Regulations (14 CCR) §6552(q) which states "Vessel" includes every description of water craft, including non-displacement craft and seaplanes, used or capable of being used a means of transportation on water.
- 1.4 "CAMP UNIT" means each vehicle, recreational vehicle, travel trailer, camper or vessel trailer entering the park for the purposes of camping or recreational use.
- 1.5 "Citee" means a person who is being cited.
- 1.6 "CLOSED AREA" means an area fenced, barricaded or signed as an area of the park that is closed to public access for any reason.
- 1.7 "DEPARTMENT" means the Recreation Division of United and its Chief Park Ranger, Park Rangers and Park Ranger Cadets. These individuals are sometimes collectively hereafter referred to as "Department Personnel."
- 1.8 "EXOTIC ANIMAL" a rare or unusual animal pet, or an animal kept within human households which is generally thought of as a wild species not typically kept as a pet.



- 1.9 "FLOAT TUBE" means an inflatable tube specifically designed for fishing.
- 1.10 "GENERAL MANAGER" means the General Manager of United.
- 1.11 "HORSE" means any member of the equine family.
- 1.12 "LAKE" means Lake Piru.
- 1.13 "LAKE PIRU" means the lake created by Santa Felicia Dam.
- 1.14 "LAKE PIRU RECREATION AREA" means the portion of United lands, including and adjacent to Lake Piru, used or planned for recreational use purposes and any other lands operated by United for recreational use, including the Blue Point Campground.
- 1.15 "LIVESTOCK" means any farm animal regarded as an asset.
- 1.16 "NOTICE TO APPEAR" A formal documented noticed approved by the Judicial Council and issued by law enforcement personnel to persons arrested for any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance. When a person is not immediately taken before a magistrate, the arresting officer must prepare and issue a notice to appear.
- 1.17 "PARK" means Lake Piru Recreation Area.
- 1.18 "CHIEF PARK RANGER" means the Chief Park Ranger or the person acting in that capacity who oversees the Recreation Department of the District. The Chief Park Ranger shall report to the General Manager or his or her designee. For purposes of this Ordinance, the District's Chief Park Ranger shall act as the Chief Park Ranger.
- 1.19 "PARK RANGER" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.20 "PARK RANGER CADET" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.21 "PERSONAL WATER CRAFT" For the purpose of this ordinance refer to the Definition noted in California Harbors and Navigation code HNC §651(s) which states "Personal watercraft" means a vessel 13 feet in length or less, propelled by machinery, that is designed to be operated by a person sitting, standing, or

kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

- 1.22 "SKI FLAG" For the purpose of this ordinance refer to the Definition noted in Title 14, California Code of Regulations (14 CCR) §7009 which states

(a) A red or orange flag measuring no less than 12 inches on each side, in the shape of a square or rectangle, mounted or displayed in such a manner as to be visible from every direction shall be known as a ski flag.

(b) The use of this flag will not be construed as conferring any rights or privileges on its users, and its display will not be construed in itself as restricting the use of the water in the vicinity of the vessel displaying the flag.

(c) Operators of vessels will, however, exercise precaution commensurate with conditions indicated.

(d) The ski flag shall be displayed when one or more of the following conditions exists.

(1) A downed skier.

(2) A skier in the water preparing to ski.

(3) A ski line extended from the vessel.

(4) A ski in the water in the vicinity of the vessel. The ski flag shall not be displayed at any other time.

- 1.23 "SKIER" means any person engaged in recreational watersports in which one or more persons are towed behind or alongside a vessel or caused to be propelled or planed across the water via a tow line.

- 1.24 "SPECIAL EVENT" means any activity outside of the day to day activities offered by the facility to include filming, races, music festivals, wine and beer festivals, car shows fishing tournaments, fishing derby, weddings, family reunions and any other recreational activity hosted by a private entity.

- 1.25 "SPECIAL USE AREA" means the boundary beginning at the 5 mph buoys in the main marina, extending north to the Narrows at the north end of the lake and extending east from the western shoreline approximately 150 feet offshore. At the discretion of the Chief Park Ranger, the boundary of the special use area may be extended from time to time to include an area south from the marina, within 150 feet of the shore to the Santa Felicia Dam and within 150 feet of the base of the dam moving east to the designated whitewater vessel take-out point at the east end of the dam for those whitewater vessels having been granted advance permission from the District to enter this area for the purpose of whitewater vessel portage over Santa Felicia Dam.

- 1.26 "BATHER OR BATHING" For the purpose of the this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651.1 which states "bather" or "bathing" means a person floating, swimming wading, or

bodysurfing, with or without the use of a flotation device, including, but not limited to, floating upon or with the aid of a surfboard, paddle board, surf mat, inner tube, life preserver, or air mattress, except a flotation device which is designed to be propelled by sail, mechanical means, power, oars, or paddle.

- 1.27 "UNITED" or "DISTRICT" or "UWCD" means the United Water Conservation District.

## **2. GENERAL**

- 2.1 Powers granted to the Department or its personnel pursuant to this Ordinance shall be construed as powers delegated by the Board to the General Manager, thereafter redelegated by the General Manager to the Chief Park Ranger or the position serving as the Chief Park Ranger, and thereafter redelegated by the Chief Park Ranger to the Park Rangers, as deemed appropriate.

2.1.1 Public Safety on District properties shall be enforced and maintained by the Park Rangers and their support staff.

2.1.2 On District properties and only when on duty, Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.31 (b) and California Water Code 74652.

- 2.2 Park Rangers are authorized to enforce on District properties (a) the provisions of this Ordinance and any amendment(s) thereto; (b) all recreation and park rules and any additional rules, policies, and ordinances adopted and approved by the Board; and the laws of the State of California. Park Rangers are not authorized to enforce this Ordinance or state laws and regulations outside of District boundaries and/or on properties not belonging to the District.

2.2.1 Any person who resists, delays, obstructs, threatens, harms, or attempts to intimidate a Park Ranger in the discharge of his/her duties shall be subject to criminal prosecution pursuant to the California Penal Code.

- 2.3 Pursuant to Water Code Section 74652, violations of the provisions of this ordinance relating to vehicle or vessel speed limits, defacement of park property, the use, possession or discharge of firearms as provided in Section 5.6(h) of this Ordinance, the possession or use of weapons or fireworks, the creation of fire hazards, being under the influence or possession of intoxicating beverages or dangerous drugs, or remaining on, or reentering the park without fully complying with all District rules and regulations or after a Park Ranger has specifically withdrawn consent to utilize park facilities shall be misdemeanors. Violations of any other provisions of this ordinance are infractions.

- 2.3.1. A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation of the same ordinance within one year; and five hundred dollars (\$500) for each additional violation of the same ordinance within one year. In accordance with Water Code section 74652, a violation of this Ordinance which is a misdemeanor shall be punishable by a fine not to exceed five hundred dollars (\$500), or imprisonment in the county jail not to exceed 30 days, or by both that fine and imprisonment. Any violation or threatened violation of this Ordinance may also be enjoined by civil action. Fines may be imposed and collected pursuant to Section 6 of this Ordinance.
- 2.3.2 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence. The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance pursuant to Section 6 of this Ordinance.
- 2.3.3 All other violations of state laws and regulations shall be punishable by a fine approved by the state of California and as administered and processed by the Ventura County Superior Court judicial system. Such violations shall be processed as “Notices to Appear” and will be directly filed with the County Superior Court. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, are subject to arrest and punishment by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.
- 2.4 Department personnel are authorized to revoke any park permit and to expel any person from the Park for violation of any applicable law, ordinance, rule or regulation. This includes refusal to present, upon request, a valid identification document with proof of age. Park permit fees will not be reimbursed if any park permit is revoked.
- 2.5 The Chief Park Ranger is authorized to direct the visiting public in its use of the Park according to statutes, ordinances, rules and regulations applicable to the Park. In the event of fire or other emergency, and notwithstanding any other provisions of this Ordinance, Department Personnel may direct the public as conditions may require to expedite vehicle or vessel traffic, or the launching or removal of vessels, or to insure safety of the persons in the Park, to insure against pollution of the Lake, or to protect property and facilities in the Park.
- 2.6 It is unlawful to willfully fail to refuse to comply with any lawful order, signal or direction of any Department Personnel or to refuse to submit to any lawful inspection under this Ordinance.



- 2.7 It is unlawful to create a breach of the peace at any time by violent, obscene, abusive, loud, boisterous, vulgar, lewd, wanton or otherwise disorderly conduct.
- 2.8 It is unlawful to create unreasonable noise at any time by the operation of any sound amplifying equipment and power generation devices in a manner that disturbs others.
- 2.9 It is unlawful for any person to solicit, sell, hawk or peddle any goods, wares, merchandise, liquids or edibles or distribute circulars in the Lake Piru Recreation Area without written authorization of the General Manager.
- 2.10 It is unlawful to land any aircraft on Lake Piru without written authorization of the General Manager.
- 2.11 Except for any activities authorized by the District's swimming policy, it is unlawful to dive or engage in any underwater activity in Lake Piru without first obtaining the written approval of the Chief Park Ranger.
- 2.12 Department Personnel shall have the authority to cause to be towed, removed or disposed of any property in the Park at the owner's expense when it has been left without written authorization of Department Personnel, becomes a navigational or safety hazard, has or may potentially introduce pollution in the Lake (this includes, but is not limited to, submerged vessels), or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law. Submerged and sunken vessels must be removed from the Lake at the owner's expense within 24 hours of sinking.
- 2.13 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Lake Piru Recreation Area while they are in effect.
- 2.14 Camping and vessel permits will only be issued to individuals eighteen (18) years of age and older with proper identification. Minors may be issued permits with appropriate written consent from a parent or legal guardian at the sole discretion of General Manager.
- 2.15 It shall be unlawful for any person or persons to engage in any commercial activity within the Park, including commercial film production, and/or to host any special event except as authorized in writing by the General Manager and the Chief Park Ranger.
- 2.16 It is unlawful for any person within the Park to appear, bathe, sunbathe, walk, change clothes, disrobe or be on a beach or waters adjacent thereto in such manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view or is not covered by an opaque covering, except in those portions of a comfort station, if any, expressly set aside

for such purpose. This section shall not apply to: (a) children under the age of ten (10) years, (b) any live theatrical performance in a theater, auditorium, hall or similar building devoted to theatrical performances located on public land, or a film production where a special event permit is approved by the General Manager; and (c) any act prohibited, or the prohibition of which is preempted, by any provision of state law.

### **3. PUBLIC USE FEES**

- 3.1 Public use fees for entering into and use of various Park facilities shall be established by resolution of the Board.
- 3.2 It shall be unlawful for any person to enter, use or occupy any portion of the Park for which a public use fee has been established by the Board without paying such fee, except for persons authorized by the General Manager or the Chief Park Ranger for administrative reasons. Any such violation may be enforced by administrative citation pursuant to this ordinance and/or pursuant to California Penal Code Section 602.
- 3.3 Annual vessel and vehicle permits shall be issued to specific vessels and vehicles and may be transferred only in the event of transfer or sale of the vessel or vehicle to a new owner upon application to the Department and upon receipt of the payment of a transfer fee. Annual vessel permits are not transferable between vessels in the event the owner has more than one vessel.
- 3.4 Payment of fees shall be made in cash, money order, credit cards, traveler's checks or such other methods of payment approved by the Board.
- 3.5 At the discretion of the General Manager, United or its authorized agent(s) may proceed to sue for delinquent fees in any court of competent jurisdiction or take any other legal proper steps to effect collection.
- 3.6 Annual permits shall be valid for the remainder of the calendar year in which issued, terminating December 31 of the year in question unless revoked for cause. If an annual permit is revoked for cause, permit fees paid will not be reimbursed.
- 3.7 Concession vessels shall not be required to obtain vessel permits but shall be subject to all other rules and regulations herein, including all applicable state laws and regulations.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder which may have been issued unlawfully or erroneously or which have been revoked, cancelled or suspended. Any associated fees paid will not be reimbursed.
- 3.9 Camping and vehicle permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.

#### **4. SCHEDULE OF OPERATION**

- 4.1 The schedule of operation for the Park shall be established by the Board.
- 4.2 The General Manager is authorized to restrict the public use of the Park by closing the Park or any Park areas, including, but not limited to, Lake Piru, or any of the Park's facilities by restricting the hours of operation for good and sufficient reason, including, but not limited to, the following:
  - 4.2(a) Sanitary protection of the watershed.
  - 4.2(b) Fire suppression or prevention.
  - 4.2(c) Construction or maintenance.
  - 4.2(d) Dangerous or unsafe conditions.
  - 4.2(e) To prevent damage to the Park or its facilities.
  - 4.2(f) Conservation of fish and game.
  - 4.2(g) Special events and activities.

#### **5. RULES AND REGULATIONS**

- 5.1 Sanitary Regulations - It shall be unlawful for any person within the Park:
  - 5.1(a) To allow any animal or pet under that person's supervision to be in the Park unless controlled by a leash not exceeding eight feet in length, or to allow any animal to molest or inconvenience any occupant of the Park or to abandon any animal in the Park.
    - 5.1(a)(1) To have or to permit any animal under that person's supervision to have bodily contact with waters of the Lake.
    - 5.1(a)(2) To permit an animal under the person's supervision to remain outside any camp unit, or tent between the hours of 10:00 p.m. to 8:00 a.m.
    - 5.1(a)(3) To leave a pet enclosed in any camp unit at any time without the direct supervision of the pet owner or care giver.
    - 5.1(a)(4) To bring into the Park more than two animals or to have more than two animals per campsite.
  - 5.1(b) To clean fish in the Park except at places designated by the Chief Park Ranger.
  - 5.1(c) To allow waste from a vessel to discharge into the Lake.

- 5.1(d) To defecate or urinate in public outside of facilities provided for that purpose.
- 5.1(e) To dispose of litter, trash, waste, garbage, debris, construction waste or any unwanted materials within the boundaries of Lake Piru Recreation Area that was not generated within the boundaries as a result of normal camping and day use activities.

## 5.2 Vessel Permits

- 5.2(a) It shall be unlawful for any person within the Park to have, use or operate any vessel which does not have a current Park vessel permit, does not have a current valid registration and license or is not insured.
- 5.2(b) Each vessel, prior to obtaining a Park vessel permit, shall meet the following standards:
  - 5.2(b)1 It shall not be used on the lake except with the express permission of United.
  - 5.2(b)2 Its physical condition and equipment shall comply with all federal and California state laws, regulations, and requirements.
  - 5.2(b)3 It shall be in a seaworthy, clean, dry and in a sanitary condition, capable of staying afloat fully loaded.
  - 5.2(b)4 It shall not possess a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no waste can be discharged into the Lake.
  - 5.2(b)5 Each vessel issued a permit hereunder shall be subject to re-inspection and reevaluation at any time the vessel is in or enters the park to ascertain whether such vessel is properly rated and complies with the rules and regulations for granting a vessel permit. Upon such inspection and evaluation, if any vessel is found not to meet the requirements of this ordinance, the Chief Park Ranger may, in his or her discretion (1) reasonably refuse to issue a Park vessel permit and exclude such vessel from the lake, or (2) revoke the Park vessel permit for such vessel and order its immediate removal from the lake until the deficiency is corrected.
- 5.2(c) As a condition of granting a Park vessel permit, the Chief Park Ranger may, in his or her discretion, specify the reasonable time; place and manner of usage of any vessel on the lake.
- 5.2(d) As a condition of granting a Park vessel permit, the Chief Park Ranger, in his or her discretion, may require the owner, legal owner or registered owner (as those terms are defined in Harbors and Navigation Code section 651 or

its successor) of any vessel to produce evidence of liability, collision or other insurance.

- 5.2(e) The Board finds that the provision of 5.2, 5.3 and 5.4 herein relate to sanitation and pollution control and other matters which the District is authorized to regulate pursuant to state law.

### 5.3 Vessel Regulations

Any person having, using or operating a vessel in the Lake Piru Recreational Area shall abide by the applicable section of the California State Boating Law, Title 14 of the California Code of Regulations, and the provisions of this Ordinance.

The Board may establish special use areas and prescribe rules and regulations for the use of such areas pursuant to California Harbors and Navigation Code section 660. It shall be a violation of this Ordinance for any person within the Park:

- 5.3(a) To operate a vessel within a prohibited area designated by marker on the lake or posted at the entrance to the Recreation Area or launch ramp.
- 5.3(b) To tie a vessel to, or mutilate, damage or move from position, any buoy or connecting line, chain or cable placed or installed on the lake.
- 5.3(c) To operate or navigate any commercial motor vessel while carrying passengers for hire without written authorization of the General Manager.
- 5.3(d) To launch any vessel except at an approved launching area designated by the General Manager.
- 5.3(e) To keep any vessel on shore overnight except in areas designated by United for that purpose.
- 5.3(f) To operate or occupy any vessel on the lake prior to or after the posted and designated hours of operation for the park, unless a special permit is issued by the Parks and Recreation Manager.
- 5.3(g) To water ski, aquaplane, tube, knee board, wake board or any similar activity within 100 feet of any navigation marker or shoreline.
- 5.3(h) To pull a kite or parachute without the written authorization of United.
- 5.3(i) To pull a water ski or aquaplane with a rope greater than 100 feet in length.
- 5.3(j) To pull more than two skiers at one time.
- 5.3(k) To operate any inflatable vessel unless it:
  - (1) Possesses rigid floor and transom.



- (2) Possesses three or more air chambers.

5.3(l) To operate a float tube unless it:

- (1) Is specifically designed and being used exclusively for fishing and
- (2) Is in sound condition and
- (3) Is used when waders (or hip boots) are worn that are in sound condition and completely cover the immersed portion of an angler's body so that sustained, direct body contact with the water is prevented and
- (4) Is used only within 150 feet or less from the shoreline in areas designated as special use areas by the Chief Park Ranger and
- (5) Is used while a U.S. Coast Guard approved PFD (Personal Flotation Device) is worn and
- (6) Is equipped with
  - (a) A readily available horn or whistle to warn approaching craft and
  - (b) At least 12 square inches of international orange material always displayed at least 12 inches above the water line.

5.3(m) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.3(a): A person shall not operate a motorboat, sailboat, or vessel, unless every person who is on board and who is under 13 years of age is wearing a United States Coast Guard-approved wearable personal flotation device that is used in accordance with approval labels and manufacturer's instructions while that motorboat, sailboat, or vessel is underway.

5.3(n) For a vessel owner or any person having a vessel in his/her charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such vessel under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.

5.3(o) To operate any vessel beyond the safe carrying capacity of such vessel.

5.3(p) To operate a vessel outside of the special use area that is less than 12 feet in length, does not possess a sail or a motor with a minimum of 3 horsepower or greater and does not have a minimum width of 42 inches, excepting whitewater vessels who receive advance approval from the General Manager to portage over Santa Felicia Dam.

5.3(q) To operate a personal watercraft anywhere on the lake. Exceptions may be granted for rescue, patrol, or filming purposes.

- 5.3(r) To operate a vessel without current and proper registration, and without proper display of registration including certificate of numbers or CF numbers.
- 5.3(s) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.5(a) Except as provided in subdivision (b), no person under 16 years of age shall operate a vessel powered by a motor of greater than 15 horsepower, except for a vessel that does not exceed 30 feet in length and is designed to use wind as its principal source of propulsion, or a dinghy used directly between a moored vessel and the shoreline or between a moored vessel and another moored vessel.
- 5.3(t) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.7(a): Failure of the operator of a vessel involved in towing a skier to display or cause to be displayed a ski flag, as described in subdivision (a) of Section 7009 of Title 14 of the California Code of Regulations, to indicate any of the following conditions, is an infraction punishable by a fine not exceeding fifteen dollars (\$15):
  - (1) A downed skier.
  - (2) A skier in the water preparing to ski.
  - (3) A ski line extended from the vessel.
  - (4) A ski in the water in the vicinity of the vessel.
- 5.3(u) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658(a): (a) No person shall operate a vessel on any waters for towing a person or persons on water skis, an aquaplane, or a similar device unless there is in the vessel a person at least 12 years of age, in addition to the operator, in a position to observe the progress of the persons being towed.

#### 5.4 Vessel Speed Regulations

- 5.4(a) Except as otherwise provided herein, or posted at the lake, the maximum permissible speeds at which a vessel may be operated on the lake shall be 35 mph. Vessels in the main body of the lake must travel in a counter clockwise direction on the water.
- 5.4(b) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §660: (a) Any ordinance, law, regulation, or rule relating to vessels, which is adopted pursuant to provisions of law other than this chapter by any entity other than the department, including, but not limited to, any county, city, port authority, district, or any state agency other than the department, shall, notwithstanding any other provision of law, pertain only to time-of-day

restrictions, speed zones, special-use areas, and sanitation and pollution control, and the measure shall not conflict with this chapter or the regulations adopted by the department. Except as provided in subdivision (c), any measure relating to boats or vessels adopted by any governmental entity other than the department shall be submitted to the

- 5.4(c) It shall be unlawful to operate a vessel in an area of the lake where the speed limit is over 10 miles per hour except in a counterclockwise pattern.
- 5.4(d) It shall be unlawful for any person to engage in a vessel regatta, race, tournament (fishing or racing) or exhibition in the lake without approval of United.
- 5.4(e) The Department is authorized to close the lake or portions thereof to boating for good and sufficient reasons including, but not limited to, the following:
  - A) Dangerous water or weather conditions.
  - B) Unsatisfactory ramp, parking or road conditions.
  - C) Construction or movement of ramp facilities.
  - D) Special events or activities.

## 5.5 Vehicle Regulations

Any person having, using or operating a motor vehicle, recreation vehicle or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. It shall be unlawful for any person within the Park:

- 5.5(a) To operate a motor vehicle except on designated roads and parking areas, unless otherwise directed by the Chief Park Ranger.
- 5.5(b) To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by United within the Park.
- 5.5(c) To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.
- 5.5(d) To park a vehicle in other than a designated parking area or to park or leave parked a vehicle in a parking lot prior to or after the posted hours of operation for the Park, except with written authorization of United. Vehicles parked in unauthorized areas will be towed away at the owner's expense and are subject to citation.
- 5.5(e) To drive a vehicle in a careless or reckless fashion so as to endanger the vehicle, its occupants or any person, equipment, facilities or property.
- 5.5(f) To operate a motor vehicle in the Park without a valid driver's license.

- 5.5(g) The Chief Park Ranger is authorized to close any Park road or reduce the speed limit on any such road for good and sufficient reasons including, but not limited to, the following:
  - A) Construction or maintenance of facilities.
  - B) Dangerous road conditions.
  - C) Special events and activities.
- 5.5(h) To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed which endangers the safety of persons or property.
- 5.5(i) In the absence of written consent from the Chief Park Ranger, to abandon or leave unattended, for a period of more than 7 days, a vehicle, camp unit or vessel within the Park. Such vehicle, camp unit or vessel shall thereafter be towed at the owner's expense. Owner shall pay District all applicable towing and storage expenses prior to release of the property.
- 5.5(j) To operate a motor vehicle within the boundaries of the Lake Piru Recreation Area without evidence of financial responsibility (insurance).
- 5.5(k) To operate any gas or electrical powered device including but not limited to pocket bikes, scooters, mopeds, engine powered bicycle, off-road motorcycle, UTV, Side by Side, golf cart or other device which cannot be licensed for use on California public roadways and or that is not designed for use by a person with disability.

## 5.6 Conservation

It shall be unlawful for any person within the Park:

- 5.6(a) To cut, pick, mutilate or destroy any vegetation, except when authorized in writing by the Department.
- 5.6(b) To pick up, collect, or utilize downed or dead wood within the Park as firewood.
- 5.6(c) To remove soil or rock(s), except when authorized in writing by the Department.
- 5.6(d) To throw, place or otherwise dispose of any burning material except into authorized fire pits.
- 5.6(e) To possess or set off any fireworks or other explosives.
- 5.6(f) To build, ignite or utilize fires except in fire pits, stoves or other facilities designed to contain said fires, or as otherwise authorized in Section 5.11(c).

- 5.6(g) To leave any fire unattended or to fail to put out a fire prior to departure.
- 5.6(h) To molest, injure or kill any animal or bird, or to allow any child or animal under the person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
- 5.6(i) To use or possess any firearm or other weapon, including air guns and pellet type guns, paintball guns, slingshots, and air-soft weapons, bows or archery equipment and crossbows with exceptions made for law enforcement personnel, land owners crossing District property on designated roadways to access personal property, ~~or~~ hunters crossing District property during hunting season, and or for individuals engaged in permitted special events such as bow fishing tournaments so long as all laws applicable to firearms and/or Fish and Game are adhered to, or except as may otherwise be authorized in writing by the General Manager.
- 5.6(j) To fish prior to or after the posted hours of operation for the Park, except when engaged in a special event authorizing an individual to do so, as may be authorized in writing by the Chief Park Ranger.
- 5.6(k) To operate a motorized remote-controlled model airplane, rocket, Unmanned Aerial Vehicle, helicopter, car, vessel or similar device.
- 5.6(l) To receive, bring or cause to be brought into the Recreation Area any fish, crustacean, amphibian or aquatic plant from any place for the purpose of propagation or use as fish bait.
- 5.6(m) To use a loudspeaker, public address system, or amplifier without written authorization from the Chief Park Ranger.
- 5.6(n) To hunt on District property. Such acts shall be considered trespassing.
- 5.6(o) To launch any vessel on the water of Lake Piru that has not successfully passed an invasive species vessel inspection at the Park's entry area.
- 5.7(p) To leave Recreation Area with any vessel, personal water craft, aquaplane, or float tube that has not been cleaned, drained and dried in a manner specified by the District, and successfully passed an invasive species (including but not limited to quagga mussels) vessel inspection, at the Park's entry area
- 5.6(q) For any person 16 years of age or older to take any kind of fish, mollusk, invertebrate, amphibian or crustacean without a valid fishing license issued by the State of California, or to violate the terms of such license in any manner.

## 5.7 Closed Areas



It shall be unlawful for any person to enter any area of the Park which is posted by the Chief Park Ranger against entry or is designated as closed.

5.7.1 The District's General Manager may elect to close and or authorize the Chief Park Ranger to close areas of the park for the purpose hosting special events, for public safety concerns and or for maintenance activities.

5.8 Equestrians, Livestock & Exotic Animals

It shall be unlawful for any person to bring a horse, livestock or exotic animal into the Park without the written authorization of the Chief Park Ranger.

5.9 Camping

It shall be unlawful for any person within the Park:

5.9(a) To occupy a campground or campsite without first obtaining a camping permit.

5.9(b) To cause any noise which extends beyond individual campsites during "quiet time" which is from 10:00 p.m. to 8:00 a.m.

5.9(c) To visit or allow visitors in the campground except from 8:00 a.m. to 10:00 p.m. if such visitors have not paid the appropriate camping fees. Such visitors shall not cause the number of individuals at a single campsite to exceed eight (8) persons.

5.9(d) To operate power generation equipment between 10:00 p.m. to 8:00 a.m.

5.9(e) To use electrical power or connect to any water faucet or sewage disposal facility in the Park except in areas authorized by the Department with payment of appropriate fees for such use.

5.9(f) To occupy a campsite for other than recreational camping purposes, unless the occupant has entered into a long term stay agreement or work camper agreement reviewed and approved by the Chief Park Ranger and or his/her designee.

5.9(g) Unless otherwise subject to an agreement pursuant to Section 5.9(f), to occupy a campsite for more than:

1. 14 consecutive days from April 1 to September 30 of any calendar year,
2. 30 consecutive days from October 1 to ~~November 30~~March 31, ~~and from March 1 to March 30 of any calendar year, and~~
3. ~~90 consecutive days during the time period from December 1 to February 28.~~
4. Notwithstanding these limits, the General Manager may, under extenuating circumstances, authorize longer periods of occupation if

sufficient campsites are available.

- 5.9(h) To occupy any campsite within 48 hours after vacating any campsite.
- 5.9(i) To bring a vehicle into the campgrounds without first paying the appropriate use fee unless the driver of the vehicle has obtained a day use pass and is visiting another person legally occupying a campsite within the campgrounds, except that members of an immediate family may join a camping unit if they occupy the same camping unit and first pay the extra vehicle camping fee.
- 5.9(j) To allow more than two camp units in any one campsite. At the Chief Park Ranger Parks and Recreation Manager's sole discretion, a campsite may be restricted to only one camp unit if it is determined that a second vehicle impedes campground access of park visitors and public safety vehicles and may create unsafe conditions.
- 5.9(k) To occupy a campsite with more than eight (8) people unless authorized to do so by United.
- 5.9(l) To occupy a campsite without first paying all required fees.
- 5.9(m) To erect ropes, hammocks or other barriers ~~outside a campsite~~ within the recreation area other than in campsites.
- 5.9(n) To remain in any campsite after 2:00 p.m. on the day scheduled to be vacated.
- 5.9(o) To occupy any campsite without first obtaining and posting on the camp post the required camping permit.
- 5.9(q) To occupy more than one campsite without first paying the appropriate permit fees regardless of whether there are vacant campsites available.
- 5.9(r) To fail to have at least one person occupying a campsite during the first night camping equipment has been set up without first obtaining permission of the Recreation Department.
- 5.9(s) To camp in any area other than those campgrounds or campsites designated as such by the District,
- 5.10 Alcoholic Beverage Free Areas - It shall be unlawful for any person within the park to possess or consume any alcoholic beverage in alcoholic beverage free areas without an alcohol permit in accordance with the District's Alcohol Policy for the Park.
- 5.11 Swimming and Wading

It shall be unlawful for any person within the Park:

- 5.11(a) To possess glass containers in any designated beach and swimming area.
- 5.11(b) To bring or allow a pet to be brought into any designated beach and swimming area.
- 5.11(c) To build or light a fire in any designated beach and swimming area except for a fire within an affixed barbeque grill provided by United for the purpose of cooking or in a self-contained propane gas grill intended for cooking which is equipped with a shutoff valve, and which is elevated eighteen (18") or more inches off the ground.
- 5.11(d) To leave any child under ten (10) years of age unattended by a responsible adult at least 18 (eighteen) years old in any designated beach and swimming area.
- 5.11(e) To camp overnight at any designated beach and swimming area.
- 5.11(f) To wade or swim in the waters of the Lake except within a designated swimming area, when engaged in waterskiing or aquaplaning, or walking to or from an appropriately beached vessel, in accordance with the District's swim policy.
- 5.11(g) To dispose of or leave behind any trash, litter, debris or unwanted material at any designated swim area.
- 5.11(h) To operate or park a motor vehicle at or within any designated swim area.

## 6. **ADMINISTRATIVE PENALTY PROCEDURES**

- 6.1 This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must present to the Chief Park Ranger a preliminary review request form, a copy of the citation and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation. The purpose of the review is to identify any

improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the Chief Park Ranger or designee. The reviewer shall not be the Park Ranger who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full amount of the fine, the District shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District shall notify the Citee of the date of the hearing.

A Hearing Officer will be appointed by the District to conduct, consider and decide administrative hearing. Prior to being appointed, a hearing officer must be first designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the Citee or the District designated representative. All continuance requests shall be made by a written request received by the District at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the Park Ranger nor any other District representative shall be compelled to attend the hearing. Any such appearance or submission may be made at the discretion of the Park Ranger.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation set forth in the citation. Any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

## 6.2 Administrative Penalty Citations

Upon determining that a provision of this Ordinance has been violated, a Park Ranger has the authority to issue a civil penalty citation. A citation may be issued for violation of one or more ordinance sections and for one or more days on which a violation exists. Each ordinance violation shall constitute a separate violation and be subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Citee;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;



6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Park Ranger;
11. Date the citation is served;
12. A distinct citation number

A Park Ranger may personally deliver the citation to the Citee, or may mail the citation by first class mail to the Citee's last known address.

### 6.3 Payment of Administrative Penalties

The Board of Directors shall approve by resolution a penalty fee schedule to establish the amount of the civil penalties for violating provisions of District ordinances. The penalty fee schedule shall be referenced and included as part of this ordinance as Exhibit A.

Penalties shall be paid to the District within 35 days of the due date. Penalties not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a penalty shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

## 7. NOTICE TO APPEAR CITATIONS

Upon determining any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance not included within this ordinance but deemed to be a violation of state law or regulation, Park Rangers have the authority to issue a "Notice to Appear" pursuant to the authority granted to them under California Penal Code Section 830.31(b). All Such violations shall be directly filed with the Ventura County Superior court and processed by the judicial authority of the Ventura County Superior court.

A "Notice to Appear" citation may be issued for violation of one or more laws or regulations. Each violation shall constitute a separate violation and be subject to a separate penalty. Any such citations issued by an arrested officer, or in the case of the ordinance a

Park Ranger employed by the District, shall be completed in accordance with the California Judicial Council's TR-INST Notice to Appear and related forms and guidelines and as required under the California Penal Code.

Violations processed as "Notices to Appear" and directly filed with the County Superior Court may result in a person's privileges to the Lake Piru Recreation Area being revoked for a period of up to three (3) years. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a "Notice to Appear" is issued by an arresting officer, may be arrested and punished by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.

**8. CONSTITUTIONALITY**

If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

**9. REPEAL OF PREVIOUSLY ADOPTED RULES AND REGULATIONS**

This ordinance supersedes and repeals all previous Board adopted Rules and Regulations for the Lake Piru Recreation Area, including but not limited to any prior versions of United Water Conservation District Ordinance No. 15.

**10. EFFECTIVE DATE**

In accordance with Water Code Section 74651 and Harbors and Navigation Code Section 660, this ordinance shall become effective on ~~April 13, 2022~~December 9, 2020.

**PASSED AND ADOPTED THIS ~~13<sup>th</sup>~~<sup>9<sup>th</sup></sup> DAY OF ~~December~~April 202~~2~~0.**

ATTEST:

\_\_\_\_\_  
Bruce E. Dandy, President  
UNITED WATER CONSERVATION  
DISTRICT

ATTEST:

\_\_\_\_\_  
Lynn E. Maulhardt, Secretary  
UNITED WATER CONSERVATION  
DISTRICT



**UNITED WATER CONSERVATION DISTRICT  
AMENDED AND RESTATED ORDINANCE NO. 15, ESTABLISHING RULES  
AND REGULATIONS FOR PUBLIC USE OF PROPERTIES OWNED BY  
UNITED WATER CONSERVATION DISTRICT INCLUDING LAKE PIRU  
RECREATION AREA**

The Board of Directors of United Water Conservation District hereby adopts Amended and Restated Ordinance No. 15 establishing the Rules and Regulations for United Water Conservation District properties including Lake Piru Recreation Area, and therefore ordains as follows:

The following rules and regulations shall govern the public use of the United Water Conservation District properties including Lake Piru Recreation Area:

**1. DEFINITIONS - As used in this document:**

- 1.1 "AQUAPLANE" For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651(ab) which states "Water skis, an aquaplane, or a similar device" includes all forms of water skiing, barefoot skiing, skiing on skim boards, knee boards, or other contrivances, parasailing, ski kiting, or any activity where a person is towed behind or alongside a boat.
- 1.2 "BOARD" means the Board of Directors of United.
- 1.3 "VESSEL" For the purpose of this ordinance refer to the definition noted in Title 14, California Code of Regulations (14 CCR) §6552(q) which states "Vessel" includes every description of watercraft, including non-displacement craft and seaplanes, used or capable of being used a means of transportation on water.
- 1.4 "CAMP UNIT" means each vehicle, recreational vehicle, travel trailer, camper or vessel trailer entering the park for the purposes of camping or recreational use.
- 1.5 "Citee" means a person who is being cited.
- 1.6 "CLOSED AREA" means an area fenced, barricaded, or signed as an area of the park that is closed to public access for any reason.
- 1.7 "DEPARTMENT" means the Recreation Division of United and its Chief Park Ranger, Park Rangers and Park Ranger Cadets. These individuals are sometimes collectively hereafter referred to as "Department Personnel."
- 1.8 "EXOTIC ANIMAL" a rare or unusual animal pet, or an animal kept within human households which is generally thought of as a wild species not typically kept as a pet.

- 1.9 "FLOAT TUBE" means an inflatable tube specifically designed for fishing.
- 1.10 "GENERAL MANAGER" means the General Manager of United.
- 1.11 "HORSE" means any member of the equine family.
- 1.12 "LAKE" means Lake Piru.
- 1.13 "LAKE PIRU" means the lake created by Santa Felicia Dam.
- 1.14 "LAKE PIRU RECREATION AREA" means the portion of United lands, including and adjacent to Lake Piru, used or planned for recreational use purposes and any other lands operated by United for recreational use, including the Blue Point Campground.
- 1.15 "LIVESTOCK" means any farm animal regarded as an asset.
- 1.16 "NOTICE TO APPEAR" A formal documented noticed approved by the Judicial Council and issued by law enforcement personnel to persons arrested for any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance. When a person is not immediately taken before a magistrate, the arresting officer must prepare and issue a notice to appear.
- 1.17 "PARK" means Lake Piru Recreation Area.
- 1.18 "CHIEF PARK RANGER" means the Chief Park Ranger or the person acting in that capacity who oversees the Recreation Department of the District. The Chief Park Ranger shall report to the General Manager or his or her designee. For purposes of this Ordinance, the District's Chief Park Ranger shall act as the Chief Park Ranger.
- 1.19 "PARK RANGER" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.20 "PARK RANGER CADET" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.21 "PERSONAL WATERCRAFT" For the purpose of this ordinance refer to the Definition noted in California Harbors and Navigation code HNC §651(s) which states "Personal watercraft" means a vessel 13 feet in length or less, propelled by machinery, that is designed to be operated by a person sitting, standing, or

kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

1.22 "SKI FLAG" For the purpose of this ordinance refer to the Definition noted in Title 14, California Code of Regulations (14 CCR) §7009 which states

(a) A red or orange flag measuring no less than 12 inches on each side, in the shape of a square or rectangle, mounted or displayed in such a manner as to be visible from every direction shall be known as a ski flag.

(b) The use of this flag will not be construed as conferring any rights or privileges on its users, and its display will not be construed in itself as restricting the use of the water in the vicinity of the vessel displaying the flag.

(c) Operators of vessels will, however, exercise precaution commensurate with conditions indicated.

(d) The ski flag shall be displayed when one or more of the following conditions exists.

(1) A downed skier.

(2) A skier in the water preparing to ski.

(3) A ski line extended from the vessel.

(4) A ski in the water in the vicinity of the vessel. The ski flag shall not be displayed at any other time.

1.23 "SKIER" means any person engaged in recreational watersports in which one or more persons are towed behind or alongside a vessel or caused to be propelled or planed across the water via a tow line.

1.24 "SPECIAL EVENT" means any activity outside of the day-to-day activities offered by the facility to include filming, races, music festivals, wine and beer festivals, car shows fishing tournaments, fishing derby, weddings, family reunions and any other recreational activity hosted by a private entity.

1.25 "SPECIAL USE AREA" means the boundary beginning at the 5 mph buoys in the main marina, extending north to the Narrows at the north end of the lake and extending east from the western shoreline approximately 150 feet offshore. At the discretion of the Chief Park Ranger, the boundary of the special use area may be extended from time to time to include an area south from the marina, within 150 feet of the shore to the Santa Felicia Dam and within 150 feet of the base of the dam moving east to the designated whitewater vessel take-out point at the east end of the dam for those whitewater vessels having been granted advance permission from the District to enter this area for the purpose of whitewater vessel portage over Santa Felicia Dam.

1.26 "BATHER OR BATHING" For the purpose of the this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651.1 which states "bather" or "bathing" means a person floating, swimming wading, or



bodysurfing, with or without the use of a flotation device, including, but not limited to, floating upon or with the aid of a surfboard, paddle board, surf mat, inner tube, life preserver, or air mattress, except a flotation device which is designed to be propelled by sail, mechanical means, power, oars, or paddle.

- 1.27 "UNITED" or "DISTRICT" or "UWCD" means the United Water Conservation District.

## **2. GENERAL**

- 2.1 Powers granted to the Department or its personnel pursuant to this Ordinance shall be construed as powers delegated by the Board to the General Manager, thereafter redelegated by the General Manager to the Chief Park Ranger or the position serving as the Chief Park Ranger, and thereafter redelegated by the Chief Park Ranger to the Park Rangers, as deemed appropriate.

2.1.1 Public Safety on District properties shall be enforced and maintained by the park Rangers and their support staff.

2.1.2 On District properties and only when on duty, Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.31 (b) and California Water Code 74652.

- 2.2 Park Rangers are authorized to enforce on District properties (a) the provisions of this Ordinance and any amendment(s) thereto; (b) all recreation and park rules and any additional rules, policies, and ordinances adopted and approved by the Board; and the laws of the State of California. Park Rangers are not authorized to enforce this Ordinance or state laws and regulations outside of District boundaries and/or on properties not belonging to the District.

2.2.1 Any person who resists, delays, obstructs, threatens, harms, or attempts to intimidate a Park Ranger in the discharge of his/her duties shall be subject to criminal prosecution pursuant to the California Penal Code.

- 2.3 Pursuant to Water Code Section 74652, violations of the provisions of this ordinance relating to vehicle or vessel speed limits, defacement of park property, the use, possession or discharge of firearms as provided in Section 5.6(h) of this Ordinance, the possession or use of weapons or fireworks, the creation of fire hazards, being under the influence or possession of intoxicating beverages or dangerous drugs, or remaining on, or reentering the park without fully complying with all District rules and regulations or after a Park Ranger has specifically withdrawn consent to utilize park facilities shall be misdemeanors. Violations of any other provisions of this ordinance are infractions.

- 2.3.1. A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation of the same ordinance within one year; and five hundred dollars (\$500) for each additional violation of the same ordinance within one year. In accordance with Water Code section 74652, a violation of this Ordinance which is a misdemeanor shall be punishable by a fine not to exceed five hundred dollars (\$500), or imprisonment in the county jail not to exceed 30 days, or by both that fine and imprisonment. Any violation or threatened violation of this Ordinance may also be enjoined by civil action. Fines may be imposed and collected pursuant to Section 6 of this Ordinance.
- 2.3.2 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence. The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance pursuant to Section 6 of this Ordinance.
- 2.3.3 All other violations of state laws and regulations shall be punishable by a fine approved by the state of California and as administered and processed by the Ventura County Superior Court judicial system. Such violations shall be processed as “Notices to Appear” and will be directly filed with the County Superior Court. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, are subject to arrest and punishment by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.
- 2.4 Department personnel are authorized to revoke any park permit and to expel any person from the park for violation of any applicable law, ordinance, rule or regulation. This includes refusal to present, upon request, a valid identification document with proof of age. Park permit fees will not be reimbursed if any park permit is revoked.
- 2.5 The Chief Park Ranger is authorized to direct the visiting public in its use of the park according to statutes, ordinances, rules and regulations applicable to the Park. In the event of fire or other emergency, and notwithstanding any other provisions of this Ordinance, Department Personnel may direct the public as conditions may require to expedite vehicle or vessel traffic, or the launching or removal of vessels, or to ensure safety of the persons in the Park, to insure against pollution of the Lake, or to protect property and facilities in the Park.
- 2.6 It is unlawful to willfully fail to refuse to comply with any lawful order, signal, or direction of any Department Personnel or to refuse to submit to any lawful inspection under this Ordinance.

- 2.7 It is unlawful to create a breach of the peace at any time by violent, obscene, abusive, loud, boisterous, vulgar, lewd, wanton or otherwise disorderly conduct.
- 2.8 It is unlawful to create unreasonable noise at any time by the operation of any sound amplifying equipment and power generation devices in a manner that disturbs others.
- 2.9 It is unlawful for any person to solicit, sell, hawk, or peddle any goods, wares, merchandise, liquids or edibles or distribute circulars in the Lake Piru Recreation Area without written authorization of the General Manager.
- 2.10 It is unlawful to land any aircraft on Lake Piru without written authorization of the General Manager.
- 2.11 Except for any activities authorized by the District's swimming policy, it is unlawful to dive or engage in any underwater activity in Lake Piru without first obtaining the written approval of the Chief Park Ranger.
- 2.12 Department Personnel shall have the authority to cause to be towed, removed or disposed of any property in the Park at the owner's expense when it has been left without written authorization of Department Personnel, becomes a navigational or safety hazard, has or may potentially introduce pollution in the Lake (this includes, but is not limited to, submerged vessels), or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law. Submerged and sunken vessels must be removed from the Lake at the owner's expense within 24 hours of sinking.
- 2.13 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Lake Piru Recreation Area while they are in effect.
- 2.14 Camping and vessel permits will only be issued to individuals eighteen (18) years of age and older with proper identification. Minors may be issued permits with appropriate written consent from a parent or legal guardian at the sole discretion of General Manager.
- 2.15 It shall be unlawful for any person or persons to engage in any commercial activity within the park, including commercial film production, and/or to host any special event except as authorized in writing by the General Manager and the Chief Park Ranger.
- 2.16 It is unlawful for any person within the Park to appear, bathe, sunbathe, walk, change clothes, disrobe or be on a beach or waters adjacent thereto in such manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view or is not covered by an opaque covering, except in those portions of a comfort station, if any, expressly set aside

for such purpose. This section shall not apply to: (a) children under the age of ten (10) years, (b) any live theatrical performance in a theater, auditorium, hall or similar building devoted to theatrical performances located on public land, or a film production where a special event permit is approved by the General Manager; and (c) any act prohibited, or the prohibition of which is preempted, by any provision of state law.

### **3. PUBLIC USE FEES**

- 3.1 Public use fees for entering and use of various Park facilities shall be established by resolution of the Board.
- 3.2 It shall be unlawful for any person to enter, use or occupy any portion of the park for which a public use fee has been established by the Board without paying such fee, except for persons authorized by the General Manager or the Chief Park Ranger for administrative reasons. Any such violation may be enforced by administrative citation pursuant to this ordinance and/or pursuant to California Penal Code Section 602.
- 3.3 Annual vessel and vehicle permits shall be issued to specific vessels and vehicles and may be transferred only in the event of transfer or sale of the vessel or vehicle to a new owner upon application to the Department and upon receipt of the payment of a transfer fee. Annual vessel permits are not transferable between vessels in the event the owner has more than one vessel.
- 3.4 Payment of fees shall be made in cash, money order, credit cards, traveler's checks or such other methods of payment approved by the Board.
- 3.5 At the discretion of the General Manager, United or its authorized agent(s) may proceed to sue for delinquent fees in any court of competent jurisdiction or take any other legal proper steps to effect collection.
- 3.6 Annual permits shall be valid for the remainder of the calendar year in which issued, terminating December 31 of the year in question unless revoked for cause. If an annual permit is revoked for cause, permit fees paid will not be reimbursed.
- 3.7 Concession vessels shall not be required to obtain vessel permits but shall be subject to all other rules and regulations herein, including all applicable state laws and regulations.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder which may have been issued unlawfully or erroneously or which have been revoked, cancelled or suspended. Any associated fees paid will not be reimbursed.
- 3.9 Camping and vehicle permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.

#### **4. SCHEDULE OF OPERATION**

- 4.1 The schedule of operation for the park shall be established by the Board.
- 4.2 The General Manager is authorized to restrict the public use of the park by closing the Park or any Park areas, including, but not limited to, Lake Piru, or any of the Park's facilities by restricting the hours of operation for good and sufficient reason, including, but not limited to, the following:
  - 4.2(a) Sanitary protection of the watershed.
  - 4.2(b) Fire suppression or prevention.
  - 4.2(c) Construction or maintenance.
  - 4.2(d) Dangerous or unsafe conditions.
  - 4.2(e) To prevent damage to the park or its facilities.
  - 4.2(f) Conservation of fish and game.
  - 4.2(g) Special events and activities.

#### **5. RULES AND REGULATIONS**

- 5.1 Sanitary Regulations - It shall be unlawful for any person within the Park:
  - 5.1(a) To allow any animal or pet under that person's supervision to be in the Park unless controlled by a leash not exceeding eight feet in length, or to allow any animal to molest or inconvenience any occupant of the Park or to abandon any animal in the Park.
    - 5.1(a)(1) To have or to permit any animal under that person's supervision to have bodily contact with waters of the Lake.
    - 5.1(a)(2) To permit an animal under the person's supervision to remain outside any camp unit, or tent between the hours of 10:00 p.m. to 8:00 a.m.
    - 5.1(a)(3) To leave a pet enclosed in any camp unit at any time without the direct supervision of the pet owner or care giver.
    - 5.1(a)(4) To bring into the Park more than two animals or to have more than two animals per campsite.
  - 5.1(b) To clean fish in the Park except at places designated by the Chief Park Ranger.
  - 5.1(c) To allow waste from a vessel to discharge into the Lake.

- 5.1(d) To defecate or urinate in public outside of facilities provided for that purpose.
- 5.1(e) To dispose of litter, trash, waste, garbage, debris, construction waste or any unwanted materials within the boundaries of Lake Piru Recreation Area that was not generated within the boundaries as a result of normal camping and day use activities.

## 5.2 Vessel Permits

- 5.2(a) It shall be unlawful for any person within the Park to have, use or operate any vessel which does not have a current Park vessel permit, does not have a current valid registration and license or is not insured.
- 5.2(b) Each vessel, prior to obtaining a Park vessel permit, shall meet the following standards:
  - 5.2(b)1 It shall not be used on the lake except with the express permission of United.
  - 5.2(b)2 Its physical condition and equipment shall comply with all federal and California state laws, regulations, and requirements.
  - 5.2(b)3 It shall be in a seaworthy, clean, dry and in a sanitary condition, capable of staying afloat fully loaded.
  - 5.2(b)4 It shall not possess a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no waste can be discharged into the Lake.
  - 5.2(b)5 Each vessel issued a permit hereunder shall be subject to re-inspection and reevaluation at any time the vessel is in or enters the park to ascertain whether such vessel is properly rated and complies with the rules and regulations for granting a vessel permit. Upon such inspection and evaluation, if any vessel is found not to meet the requirements of this ordinance, the Chief Park Ranger may, in his or her discretion (1) reasonably refuse to issue a Park vessel permit and exclude such vessel from the lake, or (2) revoke the Park vessel permit for such vessel and order its immediate removal from the lake until the deficiency is corrected.
- 5.2(c) As a condition of granting a Park vessel permit, the Chief Park Ranger may, in his or her discretion, specify the reasonable time, place and manner of usage of any vessel on the lake.
- 5.2(d) As a condition of granting a Park vessel permit, the Chief Park Ranger, in his or her discretion, may require the owner, legal owner or registered owner (as those terms are defined in Harbors and Navigation Code section 651 or



its successor) of any vessel to produce evidence of liability, collision or other insurance.

- 5.2(e) The Board finds that the provision of 5.2, 5.3 and 5.4 herein relate to sanitation and pollution control and other matters which the District is authorized to regulate pursuant to state law.

### 5.3 Vessel Regulations

Any person having, using, or operating a vessel in the Lake Piru Recreational Area shall abide by the applicable section of the California State Boating Law, Title 14 of the California Code of Regulations, and the provisions of this Ordinance.

The Board may establish special use areas and prescribe rules and regulations for the use of such areas pursuant to California Harbors and Navigation Code section 660. It shall be a violation of this Ordinance for any person within the park:

- 5.3(a) To operate a vessel within a prohibited area designated by marker on the lake or posted at the entrance to the Recreation Area or launch ramp.
- 5.3(b) To tie a vessel to, or mutilate, damage or move from position, any buoy or connecting line, chain or cable placed or installed on the lake.
- 5.3(c) To operate or navigate any commercial motor vessel while carrying passengers for hire without written authorization of the General Manager.
- 5.3(d) To launch any vessel except at an approved launching area designated by the General Manager.
- 5.3(e) To keep any vessel on shore overnight except in areas designated by United for that purpose.
- 5.3(f) To operate or occupy any vessel on the lake prior to or after the posted and designated hours of operation for the park unless a special permit is issued by the Parks and Recreation Manager.
- 5.3(g) To water ski, aquaplane, tube, knee board, wake board or any similar activity within 100 feet of any navigation marker or shoreline.
- 5.3(h) To pull a kite or parachute without the written authorization of United.
- 5.3(i) To pull a water ski or aquaplane with a rope greater than 100 feet in length.
- 5.3(j) To pull more than two skiers at one time.
- 5.3(k) To operate any inflatable vessel unless it:
  - (1) Possesses rigid floor and transom.

- (2) Possesses three or more air chambers.

5.3(l) To operate a float tube unless it:

- (1) Is specifically designed and being used exclusively for fishing and
- (2) Is in sound condition and
- (3) Is used when waders (or hip boots) are worn that are in sound condition and completely cover the immersed portion of an angler's body so that sustained, direct body contact with the water is prevented and
- (4) Is used only within 150 feet or less from the shoreline in areas designated as special use areas by the Chief Park Ranger and
- (5) Is used while a U.S. Coast Guard approved PFD (Personal Flotation Device) is worn and
- (6) Is equipped with
  - (a) A readily available horn or whistle to warn approaching craft and
  - (b) At least 12 square inches of international orange material always displayed at least 12 inches above the water line.

5.3(m) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.3(a): A person shall not operate a motorboat, sailboat, or vessel, unless every person who is on board and who is under 13 years of age is wearing a United States Coast Guard-approved wearable personal flotation device that is used in accordance with approval labels and manufacturer's instructions while that motorboat, sailboat, or vessel is underway.

5.3(n) For a vessel owner or any person having a vessel in his/her charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such vessel under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.

5.3(o) To operate any vessel beyond the safe carrying capacity of such vessel.

5.3(p) To operate a vessel outside of the special use area that is less than 12 feet in length, does not possess a sail or a motor with a minimum of 3 horsepower or greater and does not have a minimum width of 42 inches, excepting whitewater vessels who receive advance approval from the General Manager to portage over Santa Felicia Dam.

5.3(q) To operate a personal watercraft anywhere on the lake. Exceptions may be granted for rescue, patrol, or filming purposes.

- 5.3(r) To operate a vessel without current and proper registration, and without proper display of registration including certificate of numbers or CF numbers.
- 5.3(s) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.5(a) Except as provided in subdivision (b), no person under 16 years of age shall operate a vessel powered by a motor of greater than 15 horsepower, except for a vessel that does not exceed 30 feet in length and is designed to use wind as its principal source of propulsion, or a dinghy used directly between a moored vessel and the shoreline or between a moored vessel and another moored vessel.
- 5.3(t) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.7(a): Failure of the operator of a vessel involved in towing a skier to display or cause to be displayed a ski flag, as described in subdivision (a) of Section 7009 of Title 14 of the California Code of Regulations, to indicate any of the following conditions, is an infraction punishable by a fine not exceeding fifteen dollars (\$15):
  - (1) A downed skier.
  - (2) A skier in the water preparing to ski.
  - (3) A ski line extended from the vessel.
  - (4) A ski in the water in the vicinity of the vessel.
- 5.3(u) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658(a): (a) No person shall operate a vessel on any waters for towing a person or persons on water skis, an aquaplane, or a similar device unless there is in the vessel a person at least 12 years of age, in addition to the operator, in a position to observe the progress of the persons being towed.

#### 5.4 Vessel Speed Regulations

- 5.4(a) Except as otherwise provided herein, or posted at the lake, the maximum permissible speeds at which a vessel may be operated on the lake shall be 35 mph. Vessels in the main body of the lake must travel in a counter clockwise direction on the water.
- 5.4(b) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §660: (a) Any ordinance, law, regulation, or rule relating to vessels, which is adopted pursuant to provisions of law other than this chapter by any entity other than the department, including, but not limited to, any county, city, port authority, district, or any state agency other than the department, shall, notwithstanding any other provision of law, pertain only to time-of-day

restrictions, speed zones, special-use areas, and sanitation and pollution control, and the measure shall not conflict with this chapter or the regulations adopted by the department. Except as provided in subdivision (c), any measure relating to boats or vessels adopted by any governmental entity other than the department shall be submitted to the

- 5.4(c) It shall be unlawful to operate a vessel in an area of the lake where the speed limit is over 10 miles per hour except in a counterclockwise pattern.
- 5.4(d) It shall be unlawful for any person to engage in a vessel regatta, race, tournament (fishing or racing) or exhibition in the lake without approval of United.
- 5.4(e) The Department is authorized to close the lake or portions thereof to boating for good and sufficient reasons including, but not limited to, the following:
  - A) Dangerous water or weather conditions.
  - B) Unsatisfactory ramp, parking or road conditions.
  - C) Construction or movement of ramp facilities.
  - D) Special events or activities.

## 5.5 Vehicle Regulations

Any person having, using or operating a motor vehicle, recreation vehicle or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. It shall be unlawful for any person within the Park:

- 5.5(a) To operate a motor vehicle except on designated roads and parking areas, unless otherwise directed by the Chief Park Ranger.
- 5.5(b) To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by United within the Park.
- 5.5(c) To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.
- 5.5(d) To park a vehicle in other than a designated parking area or to park or leave parked a vehicle in a parking lot prior to or after the posted hours of operation for the Park, except with written authorization of United. Vehicles parked in unauthorized areas will be towed away at the owner's expense and are subject to citation.
- 5.5(e) To drive a vehicle in a careless or reckless fashion so as to endanger the vehicle, its occupants or any person, equipment, facilities or property.
- 5.5(f) To operate a motor vehicle in the Park without a valid driver's license.

- 5.5(g) The Chief Park Ranger is authorized to close any Park road or reduce the speed limit on any such road for good and sufficient reasons including, but not limited to, the following:
  - A) Construction or maintenance of facilities.
  - B) Dangerous road conditions.
  - C) Special events and activities.
- 5.5(h) To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed which endangers the safety of persons or property.
- 5.5(i) In the absence of written consent from the Chief Park Ranger, to abandon or leave unattended, for a period of more than 7 days, a vehicle, camp unit or vessel within the Park. Such vehicle, camp unit or vessel shall thereafter be towed at the owner's expense. Owner shall pay District all applicable towing and storage expenses prior to release of the property.
- 5.5(j) To operate a motor vehicle within the boundaries of the Lake Piru Recreation Area without evidence of financial responsibility (insurance).
- 5.5(k) To operate any gas or electrical powered device including but not limited to pocket bikes, scooters, mopeds, engine powered bicycle, off-road motorcycle, UTV, Side by Side, golf cart or other device which cannot be licensed for use on California public roadways and or that is not designed for use by a person with disability.

5.6 Conservation

It shall be unlawful for any person within the Park:

- 5.6(a) To cut, pick, mutilate or destroy any vegetation, except when authorized in writing by the Department.
- 5.6(b) To pick up, collect, or utilize downed or dead wood within the Park as firewood.
- 5.6(c) To remove soil or rock(s), except when authorized in writing by the Department.
- 5.6(d) To throw, place or otherwise dispose of any burning material except into authorized fire pits.
- 5.6(e) To possess or set off any fireworks or other explosives.
- 5.6(f) To build, ignite or utilize fires except in fire pits, stoves or other facilities designed to contain said fires, or as otherwise authorized in Section 5.11(c).

- 5.6(g) To leave any fire unattended or to fail to put out a fire prior to departure.
- 5.6(h) To molest, injure or kill any animal or bird, or to allow any child or animal under the person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
- 5.6(i) To use or possess any firearm or other weapon, including air guns and pellet type guns, paintball guns, slingshots, and air-soft weapons, bows or archery equipment and crossbows with exceptions made for law enforcement personnel, land owners crossing District property on designated roadways to access personal property, hunters crossing District property during hunting season, and or for individuals engaged in permitted special events such as bow fishing tournaments so long as all laws applicable to firearms and/or Fish and Game are adhered to, or except as may otherwise be authorized in writing by the General Manager.
- 5.6(j) To fish prior to or after the posted hours of operation for the Park, except when engaged in a special event authorizing an individual to do so, as may be authorized in writing by the Chief Park Ranger.
- 5.6(k) To operate a motorized remote-controlled model airplane, rocket, Unmanned Aerial Vehicle, helicopter, car, vessel, or similar device.
- 5.6(l) To receive, bring or cause to be brought into the Recreation Area any fish, crustacean, amphibian, or aquatic plant from any place for the purpose of propagation or use as fish bait.
- 5.6(m) To use a loudspeaker, public address system, or amplifier without written authorization from the Chief Park Ranger.
- 5.6(n) To hunt on District property. Such acts shall be considered trespassing.
- 5.6(o) To launch any vessel on the water of Lake Piru that has not successfully passed an invasive species vessel inspection at the Park's entry area.
- 5.7(p) To leave Recreation Area with any vessel, personal watercraft, aquaplane, or float tube that has not been cleaned, drained and dried in a manner specified by the District, and successfully passed an invasive species (including but not limited to quagga mussels) vessel inspection, at the Park's entry area
- 5.6(q) For any person 16 years of age or older to take any kind of fish, mollusk, invertebrate, amphibian, or crustacean without a valid fishing license issued by the State of California, or to violate the terms of such license in any manner.

## 5.7 Closed Areas



It shall be unlawful for any person to enter any area of the Park which is posted by the Chief Park Ranger against entry or is designated as closed.

5.7.1 The District's General Manager may elect to close and or authorize the Chief Park Ranger to close areas of the park for the purpose hosting special events, for public safety concerns and or for maintenance activities.

5.8 Equestrians, Livestock & Exotic Animals

It shall be unlawful for any person to bring a horse, livestock or exotic animal into the Park without the written authorization of the Chief Park Ranger.

5.9 Camping

It shall be unlawful for any person within the Park:

- 5.9(a) To occupy a campground or campsite without first obtaining a camping permit.
- 5.9(b) To cause any noise which extends beyond individual campsites during "quiet time" which is from 10:00 p.m. to 8:00 a.m.
- 5.9(c) To visit or allow visitors in the campground except from 8:00 a.m. to 10:00 p.m. if such visitors have not paid the appropriate camping fees. Such visitors shall not cause the number of individuals at a single campsite to exceed eight (8) persons.
- 5.9(d) To operate power generation equipment between 10:00 p.m. to 8:00 a.m.
- 5.9(e) To use electrical power or connect to any water faucet or sewage disposal facility in the Park except in areas authorized by the Department with payment of appropriate fees for such use.
- 5.9(f) To occupy a campsite for other than recreational camping purposes, unless the occupant has entered a long term stay agreement or work camper agreement reviewed and approved by the Chief Park Ranger and or his/her designee.
- 5.9(g) Unless otherwise subject to an agreement pursuant to Section 5.9(f), to occupy a campsite for more than:
  - 1. 14 consecutive days from April 1 to September 30 of any calendar year,
  - 2. 30 consecutive days from October 1 to March 31,
  - 3. .
  - 4. Notwithstanding these limits, the General Manager may, under extenuating circumstances, authorize longer periods of occupation if sufficient campsites are available.

- 5.9(h) To occupy any campsite within 48 hours after vacating any campsite.
- 5.9(i) To bring a vehicle into the campgrounds without first paying the appropriate use fee unless the driver of the vehicle has obtained a day use pass and is visiting another person legally occupying a campsite within the campgrounds, except that members of an immediate family may join a camping unit if they occupy the same camping unit and first pay the extra vehicle camping fee.
- 5.9(j) To allow more than two camp units in any one campsite. At the Chief Park Ranger sole discretion, a campsite may be restricted to only one camp unit if it is determined that a second vehicle impedes campground access of park visitors and public safety vehicles and may create unsafe conditions.
- 5.9(k) To occupy a campsite with more than eight (8) people unless authorized to do so by United.
- 5.9(l) To occupy a campsite without first paying all required fees.
- 5.9(m) To erect ropes, hammocks, or other barriers within the recreation area other than in campsites.
- 5.9(n) To remain in any campsite after 2:00 p.m. on the day scheduled to be vacated.
- 5.9(o) To occupy any campsite without first obtaining and posting on the camp post the required camping permit.
- 5.9(q) To occupy more than one campsite without first paying the appropriate permit fees regardless of whether there are vacant campsites available.
- 5.9(r) To fail to have at least one person occupying a campsite during the first night camping equipment has been set up without first obtaining permission of the Recreation Department.
- 5.9(s) To camp in any area other than those campgrounds or campsites designated as such by the District,
- 5.10 Alcoholic Beverage Free Areas - It shall be unlawful for any person within the park to possess or consume any alcoholic beverage in alcoholic beverage free areas without an alcohol permit in accordance with the District's Alcohol Policy for the Park.
- 5.11 Swimming and Wading
  - It shall be unlawful for any person within the Park:
  - 5.11(a) To possess glass containers in any designated beach and swimming area.

- 5.11(b) To bring or allow a pet to be brought into any designated beach and swimming area.
- 5.11(c) To build or light a fire in any designated beach and swimming area except for a fire within an affixed barbeque grill provided by United for the purpose of cooking or in a self-contained propane gas grill intended for cooking which is equipped with a shutoff valve, and which is elevated eighteen (18") or more inches off the ground.
- 5.11(d) To leave any child under ten (10) years of age unattended by a responsible adult at least 18 (eighteen) years old in any designated beach and swimming area.
- 5.11(e) To camp overnight at any designated beach and swimming area.
- 5.11(f) To wade or swim in the waters of the Lake except within a designated swimming area, when engaged in waterskiing or aquaplaning, or walking to or from an appropriately beached vessel, in accordance with the District's swim policy.
- 5.11(g) To dispose of or leave behind any trash, litter, debris, or unwanted material at any designated swim area.
- 5.11(h) To operate or park a motor vehicle at or within any designated swim area.

## **6. ADMINISTRATIVE PENALTY PROCEDURES**

- 6.1 This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must present to the Chief Park Ranger a preliminary review request form, a copy of the citation and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the Chief Park Ranger or designee. The reviewer shall not be the Park Ranger who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full amount of the fine, the District shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District shall notify the Citee of the date of the hearing.

A Hearing Officer will be appointed by the District to conduct, consider and decide administrative hearing. Prior to being appointed, a hearing officer must be first designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the Citee or the District designated representative. All continuance requests shall be made by a written request received by the District at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the Park Ranger nor any other District representative shall be compelled to attend the hearing. Any such appearance or submission may be made at the discretion of the Park Ranger.

The hearing shall be conducted informally, and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation set forth in the citation. Any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

## 6.2 Administrative Penalty Citations

Upon determining that a provision of this Ordinance has been violated, a Park Ranger has the authority to issue a civil penalty citation. A citation may be issued for violation of one or more ordinance sections and for one or more days on which a violation exists. Each ordinance violation shall constitute a separate violation and be subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Citee;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Park Ranger;

11. Date the citation is served;

12. A distinct citation number

A Park Ranger may personally deliver the citation to the Citee, or may mail the citation by first class mail to the Citee's last known address.

### 6.3 Payment of Administrative Penalties

The Board of Directors shall approve by resolution a penalty fee schedule to establish the amount of the civil penalties for violating provisions of District ordinances. The penalty fee schedule shall be referenced and included as part of this ordinance as Exhibit A.

Penalties shall be paid to the District within 35 days of the due date. Penalties not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a penalty shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but not limited to issuing additional civil penalty citations or filing a criminal complaint.

## 7. NOTICE TO APPEAR CITATIONS

Upon determining any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance not included within this ordinance but deemed to be a violation of state law or regulation, Park Rangers have the authority to issue a "Notice to Appear" pursuant to the authority granted to them under California Penal Code Section 830.31(b). All Such violations shall be directly filed with the Ventura County Superior court and processed by the judicial authority of the Ventura County Superior court.

A "Notice to Appear" citation may be issued for violation of one or more laws or regulations. Each violation shall constitute a separate violation and be subject to a separate penalty. Any such citations issued by an arresting officer, or in the case of the ordinance a Park Ranger employed by the District, shall be completed in accordance with the California Judicial Council's TR-INST Notice to Appear and related forms and guidelines and as required under the California Penal Code.

Violations processed as "Notices to Appear" and directly filed with the County Superior Court may result in a person's privileges to the Lake Piru Recreation Area being revoked for a period of up to three (3) years. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a "Notice to Appear" is issued by an arresting officer, may be arrested and punished by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.

**8. CONSTITUTIONALITY**

If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

**9. REPEAL OF PREVIOUSLY ADOPTED RULES AND REGULATIONS**

This ordinance supersedes and repeals all previous Board adopted Rules and Regulations for the Lake Piru Recreation Area, including but not limited to any prior versions of United Water Conservation District Ordinance No. 15.

**10. EFFECTIVE DATE**

In accordance with Water Code Section 74651 and Harbors and Navigation Code Section 660, this ordinance shall become effective on April 13, 2022.

**PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF April 2022.**

ATTEST:

---

Bruce E. Dandy, President  
UNITED WATER CONSERVATION  
DISTRICT

ATTEST:

---

Lynn E. Maulhardt, Secretary  
UNITED WATER CONSERVATION  
DISTRICT



# UNITED WATER CONSERVATION DISTRICT

## ORDINANCE NO. 15 PENALTY FEE SCHEDULE

**[Adopted By the Board of Directors on April 13, 2022 per Resolution 2022-14]**

IN ACCORDANCE WITH SECTION 6.3 OF THE AMENDED AND RESTATED ORDINANCE NO. 15 ADOPTED ON April 13, 2022, THE UNITED WATER CONSERVATION DISTRICT BOARD OF DIRECTORS APPROVES THE FOLLOWING PENALTY FEE SCHEDULE ESTABLISHING AMOUNTS FOR ADMINISTRATIVE CIVIL PENALTIES FOR VIOLATING PROVISIONS OF ORDINANCE NO. 15.

### PENALTY FEE SCHEDULE

#### **INFRACTIONS**

1. All violations of the following sections of Ordinance No. 15 are infractions and shall carry a penalty fee of \$25:

- ❖ Section 5.3 (l)
- ❖ Section 5.6 (b),(c),(j),(k)
- ❖ Section 5.9 (k),(m)
- ❖ Section 5.11 (a),(b),(g)

2. All violations of the following sections of Ordinance No. 15 are infractions and shall carry a penalty fee of \$50:

- ❖ Section 5.1(a) [(a)(1), (a)(2), (a)(3), and (a)(4)]; and 5.1(b)
- ❖ Section 5.2(a); 5.2(b) [(b)(1), (b)(2), (b)(3), (b)(4), and (b)(5); 5.2(c); 5.2(d); and 5.2(e)
- ❖ Section 5.3 (a),(d), (e), (g), (i), (j), (k), (o), (p), (q), (r), (s), (t), and (u)
- ❖ Section 5.4 (b), (d), (e)
- ❖ Section 5.5 (c), (d), (f), (i), (k),
- ❖ Section 5.6 (a), (m), (o), (p)
- ❖ Section 5.8
- ❖ Section 5.9(b), (c), (d), (e), (f), (g), (h), (i), (j), (l), (n), (o), (p), (q), (r), (s)
- ❖ Section 5.11 (e), (f), (h)

3. All violations of the following sections of Ordinance No. 15 are infractions and shall carry a penalty fee of \$75:

- ❖ Sections 2.7; 2.8; 2.11; 2.16; 3.2;
- ❖ Section 5.1(c)
- ❖ Section 5.3 (f), (h), (n)
- ❖ Section 5.5 (a), (j)
- ❖ Section 5.7
- ❖ Section 5.9 (a)
- ❖ Section 5.10

4. All violations of the following sections of Ordinance No. 15 are infractions and shall carry a penalty fee of \$100:

- ❖ Section(s) 2.9; 2.15
- ❖ Section 5.1 (d), (e)

**UNITED WATER CONSERVATION DISTRICT  
ORDINANCE NO. 15 PENALTY FEE SCHEDULE**

**[Adopted By the Board of Directors on April 13, 2022 per Resolution 2022-14]**

- ❖ Section 5.3 (b), (c), (m)
- ❖ Section 5.4 (c)
- ❖ Section 5.5 (g), (h)
- ❖ Section 5.6 (h), (l)
- ❖ Section 5.11(d)

A violation of Ordinance No. 15 which is an infraction shall be punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation of the same ordinance within one year; and five hundred dollars (\$500) for each additional violation of the same ordinance within one year.

**MISDEMEANORS**

In accordance with Water Code Section 74652, the following violations of Ordinance No. 15 are misdemeanors:

1. All violations of the following sections of Ordinance No. 15 are misdemeanors and shall carry a penalty fee of \$50:

- ❖ Section 5.4 (a); 5.11 (c)

2. All violations of the following sections of Ordinance No. 15 are misdemeanors and shall carry a penalty fee of \$75.

- ❖ Section 5.5 (b)

3. All violations of the following sections of Ordinance No. 15 are misdemeanors and shall carry a penalty fee of \$100.

- ❖ Sections 5.6 (d), (e), (f), (g), (n)

4. All violations of the following sections of Ordinance No. 15 are misdemeanors and shall carry a penalty fee of \$150.

Sections 2.4, 2.6; 2.10; 5.1(f); 5.5(e); 5.6(i)

In accordance with Water Code Section 74652, a violation of Ordinance No. 15 is a misdemeanor and shall be punishable by a fine not to exceed five hundred dollars (\$500), or imprisonment in the county jail not to exceed 30 days, or by both that fine and imprisonment. Any violation or threatened violation of Ordinance No. 15 may also be enjoined by civil action.

Administrative civil penalties may be imposed and collected pursuant to Section 6 of Ordinance No. 15.

**RESOLUTION 2022-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
UNITED WATER CONSERVATION DISTRICT  
ADOPTING AN AMENDED AND RESTATED ORDINANCE NO. 15**

**WHEREAS**, Ordinance No. 15, establishes rules and regulations for public use of properties owned by United Water Conservation District including the Lake Piru Recreation Area;

**WHEREAS**, several changes and/or additions to Ordinance No. 15 are considered necessary to clarify and further update Ordinance No. 15,

**WHEREAS**, the Board of Directors (“Board”) desires to enact such changes via the adoption of an Amended and Restated Ordinance No. 15 (“Ordinance”);

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the United Water Conservation District hereby approves the Amended and Restated Ordinance No. 15 attached hereto as Exhibit “A,” and the penalty fee schedule for the Ordinance, attached hereto as Exhibit “C”, both of which are incorporated by reference herein. Upon adoption of this Resolution, staff is directed to publish the Amended and Restated Ordinance No. 15 in a newspaper of general circulation within 10 days of its passage. (Wat. Code, §§ 74650-74652)

**PASSED AND ADOPTED THIS 11<sup>th</sup> DAY OF MAY 2022**

ATTEST \_\_\_\_\_  
Bruce E. Dandy, President

ATTEST \_\_\_\_\_  
Lynn E. Maulhardt, Secretary/Treasurer

**Staff Report**

**To:** UWCD Recreation Committee Members

**Through:** Mauricio E. Guardado, Jr., General Manager

**From:** Clayton Strahan, Chief Park Ranger

**Date:** March 25, 2022 (May 4, 2022, Meeting)

**Agenda Item:** 4.B (Board item 5.4) **Resolution 2022-17** Lake Piru Long Term Stay Agreement  
**Motion**

---

**Staff Recommendation:**

The Committee will consider recommending the adoption of Resolution 2022-17, a revised long term stay agreement pursuant to adopted revisions of Ordinance No. 15 Rules and Regulations for Lake Piru Recreational Area, Section 5.9 (f) and (g), to the full Board.

**Background:**

United Staff was requested by the Board to conduct an evaluation of all park rules and regulations governing the Lake Piru Recreation after one full year of District managed operations. As a part of that evaluation, staff recommended changes to Ordinance No. 15 that are intended to improve operations and to enhance revenue streams within the facility. Throughout the 2021 season, staff frequently ran into challenges associated with long term stays for recreational vehicle users often referred to as “Snow Birds,” specifically relating to the existing language of the ordinance being confusing for guests and staff alike. Additionally, the District’s existing agreement for guests wishing to stay long term inherited from former concessions service Parks Management Company (PMC) and was thus not updated to reflect the District’s management of such operations.

**Discussion:**

Based on Staff’s evaluation of Ordinance No. 15, staff is recommending that the Board consider adopting the attached Long Term Stay Agreement and authorize the General Manager and/or his/her designee to enter, execute, and accept such Long Term Stay Agreement referenced herein as Attachment A and adopting Resolution 2022-17, referenced herein as Attachment B. This agreement has been developed in conjunction with the proposed adopted and amended revision of Ordinance No. 15 Sections 5.9(f) and (g). This document was reviewed by legal counsel and is being presented to the Recreation Committee for review and recommendation to the full Board.

**Fiscal Impact:**

It is expected that the adoption of this motion will have a positive net impact on revenues. By authorizing “Snow Bird” stays, it is anticipated that the occupancy rate of the available full hookup

---

**Agenda Item: 4.B      (Board Item 5.4) Resolution 2022-17 Lake Piru Long Term Stay  
Agreement  
Motion**

---

spaces will drastically increase with the availability of this program. Ultimately, this would increase revenue in a positive manner.

Attachment A – Long Term Stay Agreement

Attachment B – Resolution 2022-17



**UNITED WATER CONSERVATION DISTRICT (“DISTRICT”) LONG TERM STAY  
PROGRAM AGREEMENT (“AGREEMENT”)**

**1. CONTACT INFORMATION**

Name: \_\_\_\_\_ (“Camper”)  
Address: \_\_\_\_\_ (Address, City, State, Zip Code)  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Campsite Number: \_\_\_\_\_ (“Campsite”)  
Dates re: Use of Campsite: \_\_\_\_\_  
Payment Due and Owing for Term: \_\_\_\_\_ (“Fee”)  
Identification of Additional Guests on Campsite, Vehicles, and/or Pets: See Exhibit “A” ***(Must be filled out and submitted by Camper. In addition, please submit photograph of Recreational Vehicle/Camping Unit that will be bringing/utilizing)***

**2. TERM**

The Agreement shall commence on \_\_\_\_\_ and shall conclude at the expiration of this Agreement on \_\_\_\_\_ (“Term”). This Agreement may be terminated immediately by District: (1) if Camper is in material breach of the Agreement; or (2) if District determines there are unsafe and/or dangerous conditions, threats to life or property.

**3. PAYMENT**

Payment is required to use Campsite during the Term. Extra fees are assessed beyond the initial four individuals and one camping unit included in the initial reservation cost. Specific information regarding the fee schedule and any applicable extra fees associated with Camper’s use of Campsite and/or items being brought onto the Property and/or Campsite can be found at 2021-04-14-UWCD-Lake-Piru-Recreation-Area-Fee-Schedule-and-.pdf ([explorelakepiru.com](http://explorelakepiru.com)), or obtained by contacting the District’s Park Staff at (805) 521-1500. The District’s Park Staff shall inform Camper of the Fee due and payable for the Term under this Agreement. By executing this Agreement, Camper agrees to comply with the fee schedule applicable at the time reservation is made and to make payment of the Fee when requested. Failure to pay Fee and/or any extra fees shall be deemed a material breach of this Agreement and shall result in termination of the Agreement and Camper being required to vacate the Campsite.

**4. CONDITIONS TO USE**

Failure to comply with any of the following sections and/or conditions below shall be considered a material breach of the Agreement, and shall result in termination of the Agreement and Camper being required to vacate Campsite and District property with no refund.

(a) Campsite Appearance and Clean up. Campsite cleanliness is required for aesthetic, sanitary, and safety purposes. District Park Staff shall have sole discretion to determine compliance with such requirements. Camper shall be responsible for the full and complete cleanup of the Campsite at the close of each and every day of the Term. As used herein, the term “cleanup” shall mean putting away all personal items, equipment and supplies that cannot be stored outside camping unit, picking up trash and placing in trash receptacles; cleaning or sweeping up spills, and similar related activities. With respect to Campsite appearance:

- All personal items must be kept inside Camper’s camping unit.
- Items **not** allowed to be stored outside Camper’s camping unit on the Campsite include, but are not limited to: furniture, toys, storage containers, off-road vehicles, plants, refrigerators/freezers, debris, televisions, tarps/canopies, trash, tools, excessive fire wood, etc.
- Items that **are allowed** to be stored outside Camper’s camping unit on Campsite: include barbeques, bikes, lawn chairs, and camping related equipment.
- Clothesline are not allowed to be strung between campsites, trees, etc.

(b) Repair of Campsite. Camper shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the Campsite by Camper, or its guests and/or invitees. Camper shall notify District immediately of any damage caused to the Campsite. The District shall undertake any and all repair or replacement of the Campsite that it deems necessary, and Charter School shall reimburse District for the costs of such repairs or maintenance (including costs for work performed by District staff) within thirty (30) days of invoice by District.

(c) Campsite Capacity. There is a maximum of one (1) camping unit permitted on the Campsite (i.e. truck with attached trailer or 5<sup>th</sup> wheel, or Motorhome), Additionally, a maximum of three (3) additional people and two (2) pets are allowed/permitted at Campsite, for a total maximum of four (4) people and two (2) pets at the Campsite.

(d) Changes/Alterations to Campsite. Camper shall have no right and shall not construct or install any improvements at the Campsite or otherwise alter the Campsite.

(e) Hazardous Materials. Under no circumstances during the term of this Agreement shall Camper use or cause to be used at the District’s property and/or Campsite any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Camper store or dispose of any such substances or materials on the District’s property and/or Campsite. Leaking connections, and in particular, the discharge of grey water may, in the District Park Staff’s sole discretion, be grounds for immediate termination of this Agreement and removal



from the Campsite and/or District property, with no refunds issued. Notwithstanding the foregoing, Camper may use, at its own risk, in compliance with any applicable laws, any ordinary and customary materials reasonably required to be used in the normal course of recreational camping.

(f) Environmental Management. **Any and all** of Camper's and/or Camper's guests and/or invitees' watercraft(s) and/or vessel(s) are subject to the Quagga Mussel Invasive Species Inspection Process. Information regarding the process and requirements of this process can be found at [www.unitedwater.org](http://www.unitedwater.org). Camper's and/or Camper's guests and/or invitees use of watercraft(s) and/or vessel(s) without adherence to the Quagga Mussel Invasive Species Inspection Process shall be deemed a material breach of this Agreement. In addition, Camper may be subject to prosecution to California and Wildlife Code Section 2301.

(g) Conduct of Camper and Invitees. Camper shall ensure invitees and/or guests at Campsite will adhere to proper standards of public conduct and comply with all District policies, regulations and/or ordinances. Responsible use of alcohol is permissible on Campsite. The use of marijuana is expressly prohibited at the Property and/or Campsite. There is to be no consumption of prohibited controlled substances, quarreling, fighting, or indecent exposure on or near the Campsite. In the event the District determines, in its sole and absolute discretion, that an invitee of Camper is failing to adhere to proper standards of public conduct, is in violation of any District policy, regulations, and/or ordinances and/or is in any way disrupting the activities of the District's employees, and/or invitees, the District's Park Staff reserves the right to remove said individual, and/or require Camper to remove said individual from the District's Property and prohibit future access to the Property.

(h) Security. Camper shall provide all necessary supervision of its invitees and/or guests while using the Campsite. Camper shall be solely responsible for the conduct of its invitees and/or guests at the Campsite. Camper is solely responsible for the safety and security of its invitees and/or guests at the Campsite at all times. Under no circumstances is the District responsible for any loss Camper may suffer at the Campsite.

(i) Waiver and Release of Liability and Indemnification. Camper waives any claim it may have against the District arising out of use of the Campsite, and releases and exculpates the District, its directors, officers, agents, employees, and invitees ("District Parties") from any liability in connection with the Camper's use of the Campsite, District property, and/or this Agreement. Camper shall be responsible for, and District Parties shall not be answerable or accountable in any manner for any loss or expense by reason of any damage, injury or death to person or property, or both, arising out of the acts, omissions, and/or negligence of Camper, its guests or invitees ("Camper Parties"), or resulting from Camper Parties' activities at the Campsite or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Campsite and/or District property. Camper shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, demands, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorney's fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Camper Parties' activities at the Campsite, this Agreement, and any other use of and operations at the Campsite or District property pursuant to this Agreement, whether or not there is concurrent

passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Camper further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Campsite or District property. Camper further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Camper Parties stored or kept at the Campsite or District property. The provisions of this Section shall survive the termination or expiration of this Agreement.

(j) Periodic Inspections/Access. District Park Staff shall be allowed to perform periodic inspections of the Campsite without notice in order to determine the physical condition and appearance of the Campsite. District Park Staff shall make every effort to conduct these activities in a manner that does not unduly interrupt Camper's use of the Campsite. If the District Park Staff determines, during an inspection or at any other time, that Camper's use of the Campsite is beyond the scope of this Agreement, is causing damage to the Campsite or District property, or otherwise violates any term of this Agreement, the District Park Staff, at its sole discretion may immediately terminate this Agreement or require Camper to immediately correct the issue.

(k) Default. Camper agrees that if default shall be made in any of the covenants and agreements contained herein to be kept by Camper, the District may immediately revoke and terminate the Agreement in accordance with Section 2 above, in addition to any of the District's other rights and remedies at law or in equity.

(l) Vacating Campsite. Camper acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Camper will not have access to the Campsite and the District take steps to prevent Camper from having access to the Campsite. The District may remove from the Campsite any remaining personal belongings of Camper.

## **5. MISCELLANEOUS**

Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees, except as set forth above.

Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Campsite and/or District property. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Both parties acknowledge that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Camper against District, or by District against Camper. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Ventura County, California.

Camper INITIALS: \_\_\_\_\_

Compliance With Law. Camper shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Campsite and/or District property, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Campsite and/or District property.

Camper's INITIALS: \_\_\_\_\_

Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement: Exhibit A: Identification of Additional Guests on Campsite, Vehicles, and/or Pets

Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Camper. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

As-Is Condition. The Campsite is licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the Campsite.

Assignment. Camper shall not assign this Agreement.

Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date executed below.

DISTRICT:

**UNITED WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_ (Signature)

Its:

Date: \_\_\_\_\_

CAMPER:

\_\_\_\_\_ (Print Name)

By: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

## Exhibit “A”

Age if Under 18 Years	Valid ID Attached
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1

Name: \_\_\_\_\_ Phone/Cell \_\_\_\_\_

Requested Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

## Registrations Attached

Motorhome – License # \_\_\_\_\_ Size \_\_\_\_\_' X \_\_\_\_\_'

**#2 Extra Vehicle** – License # \_\_\_\_\_ Size \_\_\_\_\_' X \_\_\_\_\_'

**Dogs/ Pets - Breed and Weight** \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name

Copies of valid IDs received on \_\_\_\_\_.

LPRA Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION 2022-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
UNITED WATER CONSERVATION DISTRICT  
ADOPTING A LONG TERM STAY AGREEMENT PURSUANT TO  
SECTION 5.9 (f) OF ORDINANCE NO.15 AND AUTHORIZING THE  
GENERAL MANAGER AND/OR HIS/HER DESIGNEE TO SERVE AS  
ITS AGENT FOR EXECUTION AND ACCEPTANCE OF THE LONG  
TERM STAY AGREEMENT**

**WHEREAS**, Ordinance No. 15, establishes rules and regulations for public use of properties owned by United Water Conservation District including the Lake Piru Recreation Area;

**WHEREAS**, Sections 5.9(f) and 5.9(g) set forth the requirements for long term camping stays during the peak and non-peak season at Lake Piru Recreation Area;

**WHEREAS**, the Board of Directors (“Board”) authorizes the General Manager and/or his/her designee to enter into, execute, and accept a long term stay agreement as specified in Sections 5.9 (f) and (g) in Ordinance No. 15.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the United Water Conservation District hereby approves the Lake Piru Recreation Area Long Term Stay agreement attached herein as Exhibit “A” and authorizes the General Manager and/or his/her designee to enter into, execute, and accept a Long Term Stay Agreement.

**PASSED AND ADOPTED THIS 11<sup>th</sup> DAY OF MAY 2022**

ATTEST \_\_\_\_\_  
Bruce E. Dandy, President

ATTEST \_\_\_\_\_  
Lynn E. Maulhardt, Secretary/Treasurer