



City of Sunnyvale

Notice and Agenda

Parks and Recreation Commission

Wednesday, October 13, 2021

7:00 PM

Telepresence Meeting: City Web Stream

Meeting Online Link: <https://sunnyvale-ca-gov.zoom.us/j/94819997080>

TELECONFERENCE NOTICE

Because of the COVID-19 emergency and the health orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale Parks and Recreation Commission will take place by teleconference, as allowed by Government Code Subdivision 54953 (e); pursuant to state law, the City Council is scheduled to make the necessary findings on October 26, 2021.

- *Watch the Parks and Recreation Commission meeting at:
<http://youtube.com/SunnyvaleMeetings>*
- *Submit written comments to the Parks and Recreation Commission up to 4 hours prior to the meeting to parksandrecreationcommission@sunnyvale.ca.gov or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (*9 on a telephone):*

Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/94819997080>

Meeting call-in telephone number: 833-548-0276 | Meeting ID: 948 1999 7080

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. For other special assistance; please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. ADA contact: Tracey Gott may be reached at 408-730-7599 or

ncs@sunnyvale.ca.gov (28 CFR 35.160 (b) (1)).

CALL TO ORDER

Call to Order via teleconference.

ROLL CALL

PRESENTATION

A [21-0953](#) Fee Waiver Report

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the Parks and Recreation Commission on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Chair) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Parks and Recreation Commission to take action on an item not listed on the agenda. If you wish to address the Parks and Recreation Commission, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.

1 [21-0954](#) Approve the Parks and Recreation Commission Meeting Minutes of September 8, 2021

Recommendation: Approve the Parks and Recreation Commission Meeting Minutes of September 8, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearing/general business item, please refer to notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes.

2 [21-0201](#) Review and Recommendation to the City Council for the Final Park Design at One Redwood Place - Previous AMD Site

Recommendation: Alternative 1: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with decomposed granite surfacing of the dog park.

Staff recommends decomposed granite surfacing due to ease of maintenance and low cost. Decomposed granite surfacing withstands heavy public use and allows for easy identification and cleanup of dog waste. Decomposed granite surfacing has been used successfully at Las Palmas Park and Seven Seas Park. Synthetic turf is more expensive to install, has a higher maintenance cost and has an estimated \$150,000 replacement cost every 10 years.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

- | | | |
|---|-------------------------|--|
| 3 | 21-0951 | Discussion and Consideration of Potential Study Issue: Study of Hitting Cages in Sunnyvale |
| 4 | 21-0950 | Discussion and Consideration of Potential Study Issue: Field Permitting Transparency |
| 5 | 21-0955 | Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2022 |

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

-Staff Comments

ADJOURNMENT

Notice to the Public:

Any agenda related writings or documents distributed to members of this meeting body regarding any item on this agenda will be made available for public inspection in the originating department or can be accessed through the Office of the City Clerk located at 603 All America Way, during normal business hours and in the Council Chamber on the evening of the Arts Commission Meeting, pursuant to Government Code §54957.5.

Agenda information is available by contacting Ricky Le at 408-730-7336 or

rl@sunnyvale.ca.gov. Agendas and associated reports are also available on the City's website at sunnyvale.ca.gov or at the One-Stop Desk, City Hall, 456 W. Olive Ave., Sunnyvale, CA, 72 hours before the Meeting.

City



City of Sunnyvale

Agenda Item

21-0953

Agenda Date: 10/13/2021

Fee Waiver Report



Recreation Services Division Fee Waiver Program Report Out for FY 2020/21

Dustyn Bindel
Park and Recreation Commission Meeting
Oct. 13, 2021



Fee Waiver Program: Background

- Has been in place since 1981
- Allows low-income youth to access programs/services during out-of-school time
- Available to Sunnyvale youth ages 17 and under
- Any Sunnyvale family with children can apply
- Benefits: \$234 per child in camp/class/activity scholarships and 70% off selected camps/classes/activities offered in the Activity Guide

Fee Waiver Program Report Out

- Funding allocation for FY 2020-21 = \$51,214.20
- Funding cycle = Oct. 1, 2020, to Sept. 30, 2021
- Maximum income eligibility cap was changed in FY 2017/18 to address high cost of living in Sunnyvale.
 - ◆ A 2-tier system was created – fee waiver & subsidized rates.



Maximum Income Eligibility Criteria & Subsidized Rates

2020 Annual Family Income Eligibility

Family Size	Eligible for Fee Waiver	Eligible for Subsidized Rates
2	\$31,894	\$38,048
3	\$40,182	\$47,993
4	\$48,470	\$57,938
5	\$56,758	\$67,883
6	\$65,046	\$77,828
7	\$73,334	\$87,773

2020-21 Example of Activity Fee Rates

Activity	Resident	Non-Resident	Subsidized
Swim Lesson	\$85	\$106	\$26
Soccer Classes	\$108	\$135	N/A
Camp Sunnyvale	\$245	\$295	\$73
Soccer Camp	\$225	\$275	N/A

Number of Youth Served

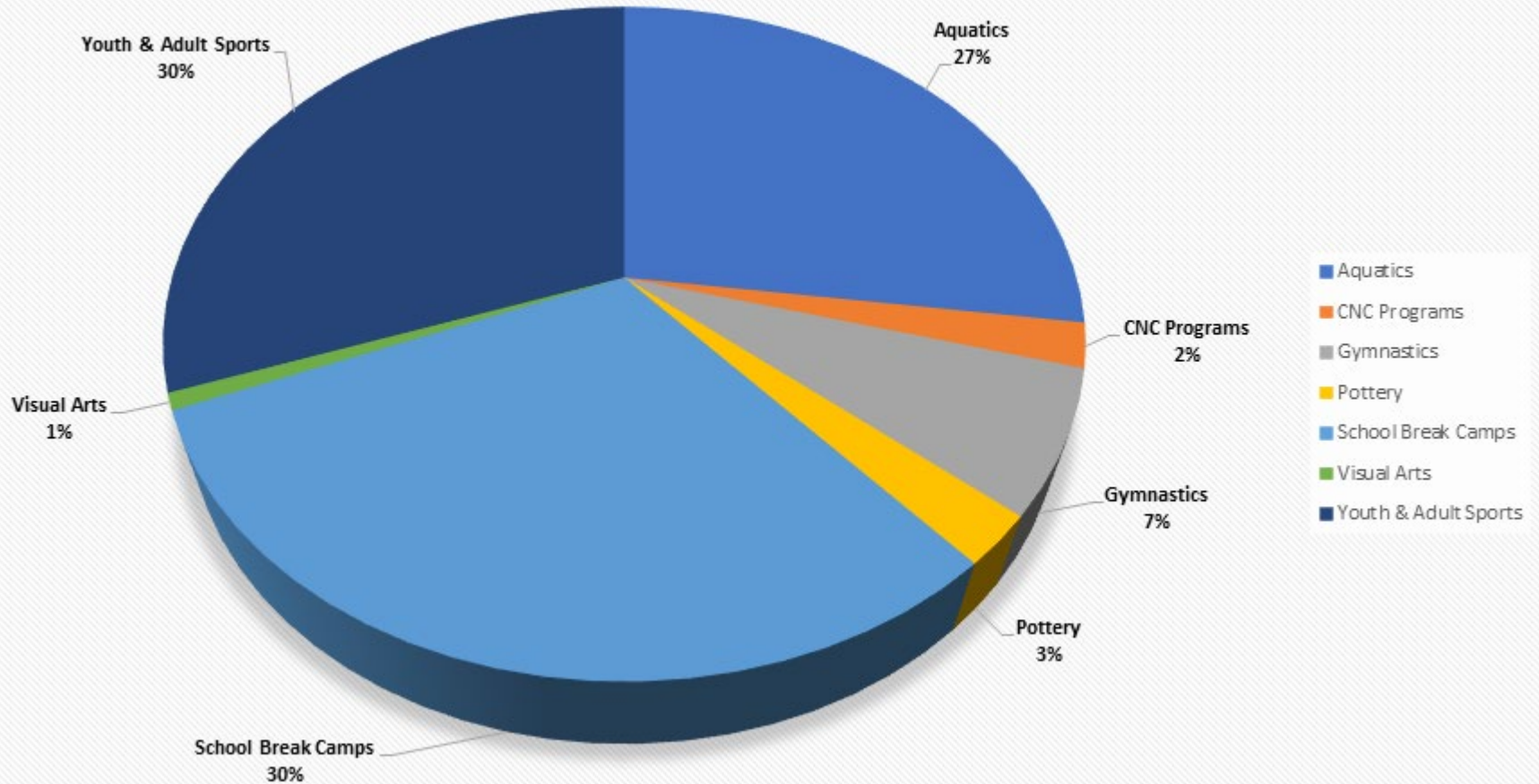
Year	# Applied	# Approved	Funds Expended
2018/19	370	342	\$32,787.00
2019/20	230	222	\$26,910.01
2020/21	231	221	\$27,760.32





Types of Activities

Programs Participants Used Fee Waiver Scholarship On



New and Upcoming Items

- Fee Waiver/Scholarship Program Proposal (in progress)
 - ◆ Increase subsidy amount
 - ◆ Increase methods for verifying family income
 - ◆ Change maximum income criteria to continue to address high cost of living
 - ◆ Study session item or include in FY 2022/23 budget process for Winter or Spring 2022



Questions?

Contact Information

Dustyn Bindel

Recreation Services Coordinator
Department of Library and Recreation Services
City of Sunnyvale

408-730-7806
dbindel@sunnyvale.ca.gov



City of Sunnyvale

Agenda Item

21-0954

Agenda Date: 10/13/2021

SUBJECT

Approve the Parks and Recreation Commission Meeting Minutes of September 8, 2021

RECOMMENDATION

Approve the Parks and Recreation Commission Meeting Minutes of September 8, 2021 as submitted.



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, September 8, 2021

7:00 PM

Telepresence Meeting: City Web Stream

TELECONFERENCE NOTICE

Pursuant to Section 3 of Executive Order N-29-20 (March 17, 2020) and Section 42 of Executive Order N-08-21 (June 11, 2021), issued by Governor Newsom, the meeting was conducted telephonically.

CALL TO ORDER

Vice Chair Giri called the meeting to order at 7:00 p.m. via teleconference.

ROLL CALL

Present: 4 - Chair Prakash Giri
Vice Chair Gregory Dibb
Commissioner Daniel Bremond
Commissioner David Kesting
Absent: 1 - Commissioner Dona Mason

Commissioner Mason (excused absence)

Council Liaison Hendricks (attended at 7:45pm)

PRESENTATION

A [21-0872](#) Sunnyvale Parks and Open Space Presentation

Superintendent of Golf and Parks, Jim Stark, provided a presentation on Sunnyvale Parks and Open Spaces. Highlights included: organization structure, budget, program measures, goals, current and upcoming renovations, and park updates.

Commissioners inquired and staff responded:

Could Commissioners view customer surveys? Yes, staff will review and forward to Commissioners.

What is the relationship between schools and the Parks department? Joint use agreement allows the City to use school fields after school hours in exchange for providing maintenance.

How many schools does the City manager? Approximately nine.

Chair Giri opened public comment.

Being none, Chair Giri closed public comment.

B [21-0873](#) Golf and Tennis Report

Jim Stark, provided a report on Golf and Tennis. Highlights included: golf course locations, business strategies, budget, revenues collected, operations, turf maintenance, golf equipment and Las Palmas Tennis Center.

Commissioners inquired and staff responded:

Will Golf receive a subsidy even though a profit was made this year? Yes.

Vice Mayor Hendricks recommended that City staff provide Council an update regarding golf's current figures, and clarified that Golf will not receive a subsidy if they report profits.

Does the City cover the maintenance cost of both golf courses? Yes, the City covers the water and landscaping cost for Sunnyvale Golf Course and Sunken Garden.

Chair Giri opened public comment.

Nick Valencia, meeting participant, notified the Commission that he is looking to partner with City municipality to provide BMX programming, and would like to join a study session to discuss further.

Chair Giri closed public comment.

C [21-0866](#) Aquatics Report

Superintendent of Recreation Services, Damon Sparacino provided a report on Aquatics. pool locations, 2021 youth program recap, 2021 lap swim recap, current programming and continued expansion.

Commissioners inquired and staff responded:

Is there an update on when Washington Pool will open? Yes, the pool will open at the end of September. Although the City will not allow recreation swim this year, we plan to provide lap swim and swim lesson opportunities this year.

Chair Giri opened public comment.

Being none, Chair Giri closed public comment.

D [21-0874](#) Study Issues Update

Recreation Services Administrative Aide, Ricky Le provided a presentation on study issues. Highlights included: study issue timeline and list of study issues to be ranked at the January 2022 Parks and Recreation Commission meeting.

Chair Giri opened public comment.

Being none, Chair Giri closed public comment.

ORAL COMMUNICATIONS

S Bremond, Sunnyvale resident, asked the Commission to review COVID-19 protocols.

Vice Mayor Hendricks recommended that S Bremond could expedite her inquiry by emailing the City Manager directly.

Commissioners inquired and Vice Mayor responded:

Can anyone submit a study issue and what is the deadline? Although the public cannot submit a study/budget issue, patrons can message a Commission or Council to submit a study/budget issue on their behalf. Study/budget issues are due to Commissions in October, but can be sent to Council much later.

CONSENT CALENDAR

Vice Chair Giri moved and Commissioner Kesting seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

Yes: 4 - Chair Giri
Vice Chair Dibb
Commissioner Bremond
Commissioner Kesting

No: 0

Absent: 1 - Commissioner Mason

- 1 [21-0870](#) Approve the Parks and Recreation Commission Meeting Minutes of July 14, 2021

Approve the Parks and Recreation Commission Meeting Minutes of July 14, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

None.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

- 2 [21-0867](#) Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were proposed.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Vice Mayor Hendricks encouraged Commissioners to reach out to him if they had any questions.

Ricky Le notified the Commission that the October Parks and Recreation Commission meeting will discuss Capital Improvement Projects Update, Fee Waiver Report, AMD Park and PRC Study Issue Sponsorship.

-Staff Comments

Commissioner Giri inquired and staff responded:

Does the City's reservation software not allow for online reservations? Our software has the capability, but reservations require a face-to-face interaction to go over rules, alcohol permits, insurances, and resident verification.

Can staff provide a presentation on programming/facility utilization? Yes.

ADJOURNMENT

Chair Giri adjourned the meeting at 8:35 p.m.



City of Sunnyvale

Agenda Item

21-0201

Agenda Date: 10/13/2021

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Review and Recommendation to the City Council for the Final Park Design at One Redwood Place - Previous AMD Site

BACKGROUND

A new park is being developed as part of the Irvine Company's residential development at the former AMD site at 1 AMD Place. Public improvements include the dedication of a 6.5-acre public park and the extension of Indian Wells Avenue to the east to connect with the Duane Avenue/Stewart Drive intersection. As part of the conditions of approvals and Park Agreement with the City for redevelopment of the AMD site, Irvine Company was required and agreed to construct a 6.5-acre public park. The park will be located at 1 AMD Place between E. Duane Avenue and Stewart Drive. The conceptual park design was completed through a community process, including three public meetings and the proposed design was presented to the Parks and Recreation Commission on 3/11/2020 and to the City Council on 4/28/2020 (RTC No. 20-0236) (Attachment 2). All park improvements will be constructed by the Irvine Company with a monetary cap of \$12 million (\$4 million of community benefit funds and \$8 million of City Park Dedication Fee (PDF) funds). Once the park is completed it will be conveyed to the City pursuant to the terms of the Park Agreement (Attachment 3).

This report provides an overview of the original conceptual design (Attachment 4) to the final design for the new 6.5-acre park (Attachment 5).

The park naming process will begin after acceptance of the final design and follow Council Policy 7.3.23 (Naming / Renaming Parks & Recreational Facilities) (Attachment 6). Any name considerations will be first reviewed by the Parks and Recreation Commission with the ultimate decision made by the City Council.

EXISTING POLICY

General Plan, Chapter 3, *Land Use and Transportation-Open Space*

GOAL LT-4: An attractive community for residents and businesses - In combination with the City's Community Design Sub-Element, ensure that all areas of the City are attractive, and that the City's image is enhanced by following policies and principles of good urban design while valued elements of the community fabric are preserved.

- **Policy LT-4.1** Preserve and enhance an attractive community, with a positive image, a sense of place, landscaping, and a human scale.
- **Policy LT-4.2** Encourage nodes of interest and activity, public open spaces, well-planned

development, mixed-use projects, signature commercial uses, and buildings and other desirable uses, locations, and physical attractions.

GOAL LT-6: Protected, maintained, and enhanced residential neighborhoods - Ensure that all residential areas of the City are maintained and that neighborhoods are protected and enhanced through urban design which strengthens and retains residential character.

- **Policy LT-6.1** Improve and preserve the character and cohesiveness of existing residential neighborhoods.

GOAL LT-9: Adequate and balanced recreation facilities - The City strives to provide and maintain adequate and balanced open space and recreation facilities for the benefit of maintaining a healthy community based on community needs and the ability of the City to finance, construct, maintain, and operate these facilities now and in the future.

- **Policy LT-9.9** Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreation facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land, and landbanking. (*Previously Open Space and Recreation Policy 2.2.A.8*)
- **Policy LT-9.12** Support the acquisition of existing open space within the City limits as long as financially feasible.
- **Policy LT-9.15** In applying the Park Dedication requirements for new development, place a priority on acquiring land over in-lieu payment, particularly when the development is in areas identified as underserved and/or when the land is of sufficient size or can be combined with other land dedication to form larger Mini Parks or Neighborhood Parks.

ENVIRONMENTAL REVIEW

Environmental review in the form of an Environmental Impact Report (EIR) has already been performed for the overall development, including a 6.5-acre public park including: picnic areas, small gathering places, a dog park, outdoor fitness areas, play areas, water play elements, art/sculpture or themed gardens, a public restroom, a flex-use field, and on-site parking, although approval of the underlying project did not commit the City to approving any particular park design or amenities. The resolution certifying the EIR for the overall project was adopted by the City Council on April 23, 2019 (RTC No. 19-0462).

DISCUSSION

The Parks and Recreation Commission reviewed the conceptual design for this park on March 11, 2020. The only significant change from the conceptual design to the final design was the elimination of the small multi-use sports court due to budgetary constraints, and noise concerns relative to its location to the new residential units. The multi-sports court was replaced with a passive turf area for relaxation and non-reservable use. To guide the park design, the Irvine Company referred to the Parks of the Future Plan. Park design and development guidelines from the Parks of the Future document adopted by City Council in 2009 have been followed. Pursuant to the guidelines, the park contains the following resources for a Neighborhood Park (three to eight acres in size):

- Multi-Use Field (1.6 acres) (Informal and not organized, but could become programmed at a later date)
- Children's Play Area (Ages 5-12), includes all-inclusive features such as an Omnispinner, a group merry-go-round and specially designed swings
- Interactive Water Feature - Splash Pad for Children
- Reservable Picnic Area
- Non-Reservable Picnic Area
- Dog Park
- Passive Recreation Area
- Jogging \ Walking Trail that encircles the Park
- Par Course
- Hydration Stations
- Restrooms
- Off-Street Parking Lot with 33 spaces

The dog park, with separate small and large dog areas, was a highly desired feature from the public outreach meetings. The following are the pros and cons for the different surfaces in the dog area:

Synthetic Turf

Pros:

- More durable than real grass
- Provides a clean appearance and looks similar to real grass
- Includes antimicrobial backing to help prevent the growth and spread of bacteria, providing a more sanitary surface for pets
- ADA Accessible
- Most contaminants can be washed off or blown away
- Drains quickly
- Does not discolor from urine

Cons:

- High cost, one of the more expensive options
- Professional installation is recommended
- Requires regular deep cleaning
- Repairs may require a professional
- Surfacing can be slippery for dogs
- Surface can get hot
- If not maintained and watered down frequently can produce a strong urine odor
- Artificial grass surface will have to be replaced approximately every 10 years depending on use

Grass Turf

Pros:

- Visually appealing
- Soft underfoot
- Can adapt to any terrain

Cons:

- Will wear out easily in heavily used areas and get muddy from rain
- Will brown out creating unsightly bare patches due to urine saturation
- Not the easiest surface for picking up feces, especially if not clipped regularly
- Requires continuous maintenance and periodic reseeded

Decomposed Granite

Pros:

- Can be compacted to form a stable surface
- ADA Accessible
- Provides a uniform, manicured appearance
- It can withstand wear and tear
- Material is more sterile
- Does not absorb moisture, and will not retain the smell of urine

Cons:

- Dust and small granules can track into vehicles
- Requires slope to drain
- Erosion becomes an issue if installed on any kind of slope or grade above 3%
- Requires periodic maintenance to provide a uniform surface and to keep the dust down

Rubber Mulch

Pros:

- Does not absorb odor or water, making it easier to wash away any urine or waste off the mulch
- Provides a soft and cushion like surface that absorbs impact and can improve the long-term joint health of your pet
- The EPA has studied rubber mulch and found it to be a safe, providing no health risk to people or pets
- Can help to keep away weeds and insects
- Does not harbor bacteria

Cons:

- Some rubber material can have a chemical odor when installed
- Surface can get hot
- Must ensure product is Steel Free when purchasing rubber mulch to eliminate cuts or other injury on the dog's feet
- Risk of ingestion: If some material is swallowed, there is a risk of digestive blockages

Engineered Wood Fiber

Pros:

- Low Initial Cost
- All natural, chemical free
- Installs over existing surfacing and follows the natural ground contours
- ADA Accessible
- Easily installed by volunteers or parks maintenance staff
- Fibers interlock to create a flat, cushioned and splinter free surface
- Reduces mud puddles, dust, and dirt in the dog park

Cons:

- Requires a top off yearly
- Can wear away in heavy use areas such as entrances and fence lines
- Can be costly if not ordered in bulk quantities
- Material needs to be replaced and refreshed periodically to prevent urine saturation
- Fleas, ticks, and other bugs can live and breed in this material
- Urine absorbs into the mulch causing odors, and may harbor bacteria and fungus that may be harmful to pets

Wood Chips

Pros:

- Easy to obtain and install
- Low installation cost
- Easy to remove and easy to replace areas as needed
- Can achieve a uniform and stable surface
- Drains quickly

Cons:

- Material needs to be replaced and refreshed periodically to prevent urine saturation
- Risk of ingestion: If some material is chewed or swallowed, there is a risk of digestive blockages
- Fleas, ticks, and other bugs can live and breed in this material
- Urine absorbs into the chips causing odors, and may harbor bacteria and fungus that may be harmful to pets

Low

- Wood Chips
- Rubber Mulch

Medium

- Decomposed Granite
- Engineered Wood Fiber

High

- Synthetic Turf
- Grass Turf

Some of the dog park surfacing options were not strongly considered by staff for various reasons including the risk of ingestion for rubber mulch, wood chips and engineered wood fiber and the inability to maintain natural grass turf due to high usage and wear and tear. The two surfacing options remaining are synthetic turf and decomposed granite. Synthetic turf has a high initial installation cost and will require an additional estimated increase of \$13,000 in annual maintenance costs beyond that of decomposed granite due to increased maintenance activities such as spot pressure washing dirty areas, de-odorizing treatments and regular deep cleaning. The estimated life cycle for the synthetic turf is 10 years with a replacement cost in today's dollars estimated between \$305,000 and \$350,000 by the Irvine Company. Decomposed granite is currently utilized at both Las Palmas and Seven Seas dog parks. Although not as visually appealing as natural or synthetic turf, it is less expensive to maintain and does not have a large lifecycle replacement cost. Decomposed granite does not retain the moisture or smell of urine. The Irvine Company and staff selected decomposed granite in the design and budget. Park construction will begin after Council approval of the final design and is scheduled to open in summer 2022.

FISCAL IMPACT

The cost to construct the Park is capped at \$12 million and will be funded through a combination of \$4 million community benefit funds and \$8 million PDF funds. The current per acre cost to maintain a Park is \$34,704, the estimated cost to maintain the new park with a dog park of decomposed granite surfacing is \$225,576. The Irvine Company and staff utilized decomposed granite dog park surfacing in the construction budget for cost efficiencies. If synthetic turf is selected for the dog park, the \$12 million dollar cap for the new park construction will be exceeded, without significant changes to the current proposed final design to reduce costs in other areas. Operating costs including personnel, water, and other purchased goods will need to be included in the Parks Division operating budget prior to park opening. The addition of synthetic turf surfacing in the dog park or additional changes to the design will affect the anticipated maintenance cost based on those changes.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

ALTERNATIVES

Alternative 1: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with decomposed granite surfacing for the dog park.

Alternative 2: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with an alternative surfacing other than decomposed granite for the dog park

Alternative 3: Recommend that City Council not approve the final design of AMD Park described in Attachment 5 and provide other direction.

STAFF RECOMMENDATION

Alternative 1: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with decomposed granite surfacing of the dog park.

Staff recommends decomposed granite surfacing due to ease of maintenance and low cost. Decomposed granite surfacing withstands heavy public use and allows for easy identification and cleanup of dog waste. Decomposed granite surfacing has been used successfully at Las Palmas Park and Seven Seas Park. Synthetic turf is more expensive to install, has a higher maintenance cost and has an estimated \$150,000 replacement cost every 10 years.

Prepared by: James Stark, Superintendent of Parks and Open Space

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. RTC No. 20-0236 (without attachments)
3. Park Agreement
4. Conceptual Park Design
5. Final Park Design
6. Policy 7.3.23 Naming - Renaming Parks & Recreation Facilities

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City of Sunnyvale

Agenda Item

20-0236

Agenda Date: 3/11/2020

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Recommendation on Conceptual Park Design for New City Park at 1 AMD Place

BACKGROUND

The new park is being developed as part of the Irvine Company's residential development at the former AMD site at 1 AMD Place which includes 1,051 residential units, including 944 units in three to five-story apartment buildings and 107 units in three-story townhome style buildings. The unit count includes 45 apartment units for very low-income households and 13 below market rate townhome units. Public improvements include the dedication of a 6.5-acre public park and the extension of Indian Wells Avenue to the east to connect with the Duane Avenue/Stewart Drive intersection. As part of the conditions of approvals and Park Agreement with the City for redevelopment of the AMD site, Irvine Company was required to construct a 6.5-acre public park (Attachment 2- Vicinity Map, Attachment 3 Site Plan). The public park will be located at 1 AMD Place between E. Duane Avenue and Stewart Drive. The proposed conceptual park design was completed through a community process, including three public meetings. All park improvements will be constructed by the Irvine Company with a monetary cap of \$12 million (\$4 million of community benefit funds and \$8 million of City Park Dedication Fee (PDF) funds). Once the park is completed it will be conveyed to the City pursuant to the terms of the Park Agreement (Attachment 5).

This report provides an overview of the conceptual design for the new 6.5-acre park (Attachment 4).

EXISTING POLICY

General Plan, Chapter 3, *Land Use and Transportation-Open Space*

GOAL LT-4: An attractive community for residents and businesses - In combination with the City's Community Design Sub-Element, ensure that all areas of the city are attractive and that the city's image is enhanced by following policies and principles of good urban design while valued elements of the community fabric are preserved.

- **Policy LT-4.1** Preserve and enhance an attractive community, with a positive image, a sense of place, landscaping, and a human scale.
- **Policy LT-4.2** Encourage nodes of interest and activity, public open spaces, well-planned development, mixed-use projects, signature commercial uses, and buildings and other desirable uses, locations, and physical attractions.

GOAL LT-6: Protected, maintained and enhanced residential neighborhoods - Ensure that all residential areas of the city are maintained and that neighborhoods are protected and enhanced through urban design which strengthens and retains residential character.

20-0236

Agenda Date: 3/11/2020

- **Policy LT-6.1** Improve and preserve the character and cohesiveness of existing residential neighborhoods.

GOAL LT-9: Adequate and balanced recreation facilities - The City strives to provide and maintain adequate and balanced open space and recreation facilities for the benefit of maintaining a healthy community based on community needs and the ability of the city to finance, construct, maintain, and operate these facilities now and in the future.

- **Policy LT-9.9** Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreation facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land, and landbanking. *(Previously Open Space and Recreation Policy 2.2.A.8)*
- **Policy LT-9.12** Support the acquisition of existing open space within the City limits as long as financially feasible.
- **Policy LT-9.15** In applying the Park Dedication requirements for new development, place a priority on acquiring land over in-lieu payment, particularly when the development is in areas identified as underserved and/or when the land is of sufficient size or can be combined with other land dedication to form larger Mini Parks or Neighborhood Parks.

ENVIRONMENTAL REVIEW

Environmental review in the form of an Environmental Impact Report (EIR) has already been performed for the overall development, including a 6.5-acre public park including: picnic areas, small gathering places, a small dog park, outdoor fitness areas, play areas, water play elements, art/sculpture or themed gardens, a public restroom, a flex-use field, and on-site parking, although approval of the underlying project did not commit the City to approving any particular park design or amenities. The resolution certifying the EIR for the overall project was adopted by the City Council on April 23, 2019 (RTC No. 19-0462).

DISCUSSION

To guide the park design, the consultant referred to the Parks of the Future Plan. Park design and development guidelines from the Parks of the Future document adopted by City Council in 2009 have been followed. Pursuant to the guidelines, the Park is planned to contain the following resources for a Neighborhood Park (three to eight acres in size):

- Multi-Use Field (1.6 acres) (Informal and not organized, but could become programmed at a later date)
- Children's Play Area (Ages 5-12), including at least one all-inclusive feature
- Interactive Water Feature - Splash Pad for Children
- Reservable Picnic Area - 3 picnic areas, each with 1 BBQ and 2 picnic tables
- Non-Reservable Picnic Area - 2 separate picnic areas, each with 2 picnic tables
- Dog Park (.28 Acres - Surface to be evaluated and brought back to Council with the more detailed design)
- Sports Court - Futsal, Paddleball or Tennis Court - 9,000 square feet
- Passive Recreation Area for horseshoes or bocce ball - 2,600 square feet

20-0236

Agenda Date: 3/11/2020

- Jogging \ Walking Trail that encircles the Park - .23 miles
- Par Course - 2 separate fitness stations
- Hydration Stations - 2 Stations
- Restrooms
- Off-Street Parking Lot with 33 spaces

The dog park, with separate small and large dog areas, was the most desired feature from the public outreach meetings. Most other public comments were regarding safety concerns such as lighting and location of the restroom. The approval of the conceptual design will lead to development of the detailed design and construction documents that will be used as the documents for the Developer to obtain a minimum of three qualified bids. At this time the cost estimate for the conceptual plan is tracking slightly over the \$12 million budget. As the design progresses, additional cost estimates will be conducted and some features (i.e., Sports/Futsal Court) may be modified or removed from the design. The design will be brought back to the City Council for final review and approval. The final review will contain all costs, budget, and items such as the surfacing for the dog park.

The Irvine Company worked with the Sunnyvale Parks Division and facilitated three public outreach meetings. The meetings were to gather suggestions from residents about possible amenities. The suggestions were then incorporated into the Proposed Conceptual Design of the park.

The Park Agreement requires that the Developer commence park construction prior to City issuance of the building permit for the third mid-rise building. Once the Park is completed and conveyed to the City, staff will conduct a park naming process that will follow Council Policy 7.3.23 (Naming / Renaming Parks & Recreational Facilities). Any name considerations will be first reviewed by the Parks and Recreation Commission with the ultimate decision made by the City Council.

FISCAL IMPACT

The cost to construct the Park is capped at \$12 million and will be funded through a combination of \$4 million community benefit funds and \$8 million PDF funds. The annual operating costs of the Park are not included in the cost estimates. Operating costs including personnel, water, and other purchased goods will need to be included in an operating budget increase that will be proposed prior to park opening.

PUBLIC CONTACT

Public contact was made through posting of the Parks and Recreation Commission agenda on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

ALTERNATIVES

1. Recommend to City Council to approve the conceptual design of AMD Park described in Attachment 4.
2. Recommend to City Council do not approve the conceptual design of AMD Park, described in Attachment 4.
3. Provide another recommendation to City Council as appropriate.

STAFF RECOMMENDATION

Alternative 1: Recommend to City Council to approve the conceptual design of AMD Park described

20-0236

Agenda Date: 3/11/2020

in Attachment 4.

Prepared by: Jim Stark, Superintendent of Parks and Golf

Reviewed by: Chip Taylor, Director, Public Works Department

Reviewed by: Cherise Brandell, Director, Library and Community Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Vicinity Map
3. Site Plan
4. Proposed Conceptual Design of Park
5. AMD Park Agreement

**PARK AGREEMENT
BY AND BETWEEN
THE CITY OF SUNNYVALE, CALIFORNIA
AND
1090 EAST DUANE AVENUE LLC**

This PARK AGREEMENT (this “*Agreement*”), dated for reference purposes as of May 14, 2019, is entered into by and between the CITY OF SUNNYVALE, a charter city and municipal corporation (“*City*”), and 1090 EAST DUANE AVENUE LLC, a Delaware limited liability company (“*Developer*”). City and Developer may be referred to herein individually as a “*Party*” or collectively as the “*Parties*” or “Parties to this Agreement.” It is the intent of the Parties that this Agreement shall become operative on the Effective Date (as hereinafter defined).

RECITALS

City and Developer enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement.

A. Developer is the fee title owner of that certain real property located in the City and more particularly described on Exhibit A attached hereto (the “*Project Site*”).

B. Developer intends to develop the Project Site with a master-planned residential community including 1,051 residential units (107 townhomes, 887 mid-rise apartments, and 57 low-rise apartments), a 6.5 acre community park, private open space, parking, and other associated improvements (the “*Project*”). City has previously approved a Rezoning, Special Development Permit, Lot Line Adjustment, and Vesting Tentative Map ,for the Project (collectively, together with any and all other approvals, entitlements and permits issued at any time for the Project, the “*Project Approvals*”).

C. Sunnyvale Municipal Code (“*SMC*”) Chapters 18.10 and 19.74 require new residential development to dedicate adequate park and recreational land and/or pay a fee in-lieu of parkland dedication, for the purpose of developing new or rehabilitating existing parks and recreational facilities (the “*Parkland Requirements*”). The development of the Project is made subject to the Parkland Requirements pursuant to applicable conditions of approval of the Project Approvals (collectively, the “*Project Conditions*”).

D. Developer intends to satisfy the Parkland Requirements and applicable Project Conditions for the Project by (i) improving and dedicating 6.5 acres for the “Community Park” as more particularly described on Exhibit B-1 and depicted on the diagram in Exhibit B-2 attached hereto (the “*Parkland*”) to City for parkland and recreational purposes; and (ii) paying a fee in-lieu of parkland dedication (“*In-Lieu Fee*”) for the remaining 2.563 acres; and (iii) providing \$4 million dollars in community benefit funding which will be utilized towards park implementation total costs.

E. Developer intends to construct and improve the Parkland with certain park improvements and recreational facilities (the “*Park Improvements*”), and which will be more

particularly described in the Construction Documents (defined below), and to fully fund the costs of design and construction of the Park Improvements in accordance with this Agreement.

F. Following completion of the Park Improvements, City will accept the Park Improvements as complete and record with the County Recorder's Office a dedication grant deed of the Parkland from Developer and thereafter maintain the Parkland and the Park Improvements constructed thereon in accordance with this Agreement.

G. Developer and City desire to enter into this Agreement in order to satisfy their respective obligations with respect to the improvement and dedication of the Parkland and payment of the In-Lieu Fee consistent with the Parkland Requirements.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals Incorporated.** The foregoing recitals are true and correct, and are part of this Agreement for all purposes.

2. **Park Dedication, In-Lieu Fees and Improvement Security.** In order to satisfy the Parkland Requirements for the 9.063 acre park for the Project, the Developer shall provide the following:

(a) **Offer of Dedication.** Developer agrees to record an Offer of Dedication to City for 6.5 acres for the Parkland to be recorded concurrently with the first final map.

(b) **Park in Lieu Fee.** Developer agrees to pay the Park in Lieu Fee for the remaining 2.563 acres based on the applicable current fee structure and rate for park in lieu fees at the time of payment under SMC Chapters 18.10 and 19.74, minus \$8 million which represents the City's contribution toward the Park Improvements, and shall be paid no later than recordation of the first final map for the Project.

(c) **Park Improvements.** The design and construction of the Park Improvements shall be capped at a maximum of \$12 million which consists of the following: (i) a \$4 million community benefit credit from developer; and (ii) an \$8 million City contribution.

(d) **Improvement Security.** Developer shall deliver to City after the Effective Date of this Agreement, an adequate and acceptable Faithful Performance Bond by a California admitted surety for the construction of the Park Improvements in the amount of Twelve Million and No/100 Dollars (\$12,000,000.00), substantially in the form set forth in California Government Code section 66499.1, to secure Developer's faithful performance in constructing all Park Improvements required by this Agreement (the "***Faithful Performance Bond***"). Promptly after City Acceptance of Completion (as defined and provided in Section 3(g) below) of the Park Improvements, the Bond shall be fully released by City.

3. **Design and Construction of Park Improvements.**

(a) Community Outreach; Preliminary Concept Plan; Schematic Design; Preliminary Budget. Developer and City shall cooperate, with the City leading the process and the Developer providing all design support, to schedule, provide notice, and conduct as soon as practicable following the Effective Date of this Agreement, at least two (2) to three (3) community outreach meetings in order to develop a preliminary concept plan for the Park Improvements (the “**Preliminary Concept Plan**”) and, as soon as practicable following completion of such community outreach meetings, to present the Preliminary Concept Plan to the Sunnyvale Parks and Recreation Commission (the “**P&R Commission**”) and for approval from the City Council. City shall complete its review and approval and issue its written approval of the Preliminary Concept Plan, and shall complete and provide to Developer final approved City standards and specifications for park design (the “**City’s Park Standards**”), within six (6) months of the Effective Date. As soon as practicable following City Council approval of the Preliminary Concept Plan, Developer shall prepare and present to City for approval by City’s Designated Representative a schematic design for the Park Improvements, based upon the approved Preliminary Concept Plan and the City Park Standards (the “**Schematic Design**”), with a maximum budget of \$12 million including design and contingency. City shall complete its review and approval and issue its written approval of the Schematic Design within nine (9) months of the Effective Date. The Parties agree that the Schematic Design may be amended at any stage of the Park Improvements project upon mutual written agreement of the Parties in order to keep the construction costs within the allocated \$12 Million budget. Promptly following City’s approval of the Schematic Design, Developer shall prepare and submit to City, for its review and approval, an estimated preliminary budget for the costs of design and construction of the Park Improvements which shall not exceed \$12 million dollars (the “**Preliminary Budget**”). This Preliminary Budget shall be inclusive of a design budget that shall not exceed 10% of the overall budget and inclusive of a 10% contingency as more fully detailed in Section 3(c). City shall complete its review of the Preliminary Budget and issue its written approval as soon as practicable after Developer’s submittal of the Preliminary Budget.

(b) Construction Documents. As soon as reasonably practicable following City’s approval of the Schematic Design and Preliminary Budget, Developer shall prepare and submit to City, for its review and approval, proposed final plans and specifications for the Park Improvements (the “**Construction Documents**”). City’s review and approval of the Construction Documents pursuant to this Section shall be limited to conformance with the Schematic Design and City’s Park Standards. City shall review and approve in writing the proposed Construction Documents, or review and provide written comments regarding any necessary corrections thereto, in a prompt and timely manner. In the event that City provides comments regarding any necessary corrections to the Construction Documents, Developer shall promptly, within thirty (30) days, revise and resubmit the Construction Documents to City. City shall then promptly approve in writing such revised Construction Documents, or promptly provide any further comments regarding any necessary corrections thereto. In the event that City provides any further comments regarding any necessary corrections to the Construction Documents, Developer shall promptly, within 30 days, revise and resubmit the Construction Documents to City. City and Developer shall repeat this process for the approval of the Construction Documents specified in this Section until the City approves in writing the Construction Documents.

(c) Final Budget and Prevailing Wages. Within ninety (90) days following City’s written approval of the Construction Documents pursuant to Section 3(b), Developer shall prepare and submit to City, for its review and approval, a proposed final budget for the costs of

design and construction of the Park Improvements based upon the approved Construction Documents and not exceeding \$12 million (the “**Final Budget**”). City shall review and approve in writing the proposed Final Budget, or review and provide written comments regarding any necessary corrections thereto, in a prompt and timely manner after receipt of the Final Budget from Developer. In the event that City provides comments regarding any necessary corrections to the Final Budget, Developer shall promptly, within thirty (30) days, revise and resubmit the Final Budget to City. City shall then promptly approve in writing such revised Final Budget after receipt of the revised Final Budget from Developer. The costs of the design and construction of the Park Improvements set forth in the Final Budget approved by City, which includes a 10% contingency, are the “**Budgeted Costs.**” Notwithstanding any provision herein to the contrary, and unless otherwise agreed to in writing by the Parties in their respective sole and absolute discretion, the approved Final Budget and Budgeted Costs shall not exceed \$12 million.

(d) Bidding and Construction. Developer agrees to receive at least three (3) qualified bids for the construction of the Park Improvements. If the low qualified bid received exceeds the approved Final Budget, the Parties agree to meet and confer in good faith in order to modify the approved Schematic Design or adjust the Final Budget; provided, however, that in no event shall the Parties be obligated to accept, agree to, or proceed with any adjustment to the Final Budget in excess of the initial \$12 million Final Budget. Developer shall procure all grading and other permits necessary for construction of the Park Improvements after City’s approval of the Final Budget pursuant to Section 3(c). The identity and contact information for the City’s representative who shall be the Developer’s primary point of contact during the course of construction and inspection of the Park Improvements hereunder (“**City’s Designated Representative**”) is set forth in Section 5 below. The Park Improvements shall be constructed by Developer in compliance with the City-approved Construction Documents, subject to change orders approved in accordance with the provisions of Section 3(e) below. Prior to the commencement of construction of the Park Improvements, City’s Designated Representative, Developer and Developer’s general contractor shall hold a pre-construction meeting to review construction-related matters, including a review of the City’s inspection requirements and anticipated inspection process during construction. Developer shall schedule inspections of the Park Improvements to ensure conformity with the approved Construction Documents. Developer shall commence the construction of the Park Improvements in accordance with the timing requirement set forth in Section 3(f) below, and shall complete such construction in accordance with the timing requirements set forth in Section 3(g) below. Developer shall provide reasonable notice, a minimum of two weeks, to City prior to the start of construction of the Park Improvements.

(e) Change Orders. City and Developer agree that the 10% contingency may be used for change orders. Any change orders that exceed the cumulative total of 50% of the total contingency amount in the Final Budget must be in writing and, except as set forth in this Section, shall be subject to the prior written approval of City and Developer. Notwithstanding any provision herein to the contrary, any change order that falls within any set-aside for contingencies established in the Final Budget shall not require any approval by City. In no event shall the change orders plus the base construction costs and design costs obligate the Parties to more than \$12 million, unless mutually agreed upon by the Parties.

(f) Commencement of Construction. The Project consists of six areas as follows: (1) one area consisting of a low-rise apartment buildings; (2) one area of townhomes; and (3) four areas of four mid-rise buildings. Unless otherwise agreed to by the Parties, Developer shall commence construction of the Park Improvements prior to the issuance of a building permit for the Project's third mid-rise building unless otherwise mutually agreed upon by the Parties or due to City delays or a Force Majeure event as more fully set forth in Section 3(i) below.

(g) Completion of Construction; Final Inspection; Acceptance of Completion. Developer shall complete the construction of the Park Improvements no later than December 31, 2021, unless otherwise mutually agreed upon by the Parties or due to City delays or a Force Majeure event as more fully set forth in Section 3(i) below. When Developer completes construction of the Park Improvements, Developer shall provide written notice of completion to City ("**Notice of Completion**") and request a walk-through inspection. City shall conduct a final inspection of the Park Improvements (the "**Final Inspection**") as soon as practicable following the date of Developer's Notice of Completion. If, during the Final Inspection, City determines that the Park Improvements have not been completed in accordance with the approved Construction Documents, City shall prepare a punch list of all items to be completed by Developer and shall provide such punch list to Developer as soon as practicable following the Final Inspection. If City delivers such punch list to Developer, then Developer shall undertake to correct such punch list items in a diligent manner. Upon completion of the punch list work, Developer shall request another Final Inspection from City and City shall conduct another Final Inspection as soon as practicable following such written notice from Developer. If City determines that the punch list work is complete, City shall immediately deliver to Developer a notification of final completion and City acceptance of the Park Improvements as complete. If City determines that the punch list work is not complete, then City and Developer shall repeat the Final Inspection/punch list procedures specified herein until City accepts the Park Improvements as complete as set forth in this Section ("**City Acceptance of Completion**"). Thereupon City shall promptly provide Developer with written notice of City Acceptance of Completion of the Park Improvements and, subject to prior mutual agreement by the Parties, the Parties may cause such notice to be recorded. The Parties acknowledge and agree that the entry into this Agreement and the completion of the Park Improvements and City Acceptance of Completion of the Park Improvements by City as provided herein satisfies in full any and all of Developer's obligations to construct the Park Improvements under all applicable Parkland Requirements and Project Conditions and this Agreement.

(h) Acceptance of Dedication. Upon City Acceptance of Completion, the Parties shall meet and confer to determine the date the City shall accept the offer of dedication to the Parkland, which shall depend on the level of construction activities at the Project. The Parkland, including the Park Improvements thereon, shall be granted by Developer to City by separate instrument at any time prior to, but no later than, the expiration of the Six Month Developer Maintenance Period (as defined and provided in Section 4 below). City shall accept the offer of dedication of fee title to the Parkland by way of Grant Deed (the "**Parkland Deed**"). City shall accept the dedication of the Parkland no later than the expiration of the Six Month Developer Maintenance Period and in any event prior to any use of the Parkland or Park Improvements by the general public. The Parties acknowledge and agree that the recording of the Parkland Deed satisfies in full the balance of Developer's Parkland dedication obligations under all applicable

City Standards for Acceptance of Land for Park Purposes, Parkland Requirements and Project Conditions, and this Agreement.

(i) Force Majeure.

(i) Defined. As used herein, "**Force Majeure Event**" shall mean any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either City or Developer or both, any failure by the other Party to comply with its obligations hereunder, or any governmental order or law (including any order or law of City) which causes an interruption in the performance of this Agreement or prevents timely delivery of materials or supplies.

(ii) Excuse from Performance. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

(iii) Exclusions. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

A. Performance under this Agreement shall not be suspended or excused for a Force Majeure Event if such event is not defined as a Force Majeure Event.

B. Negligence or failure of Developer to perform its obligations under this Agreement shall not constitute a Force Majeure Event.

C. The inability of Developer for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract by any contractor or subcontractor or for Developer's default under such contract shall not constitute a Force Majeure Event.

4. **Maintenance and Repair of Parkland and Park Improvements.** Prior to City Acceptance of Completion of the Park Improvements, and for a period of six (6) months following City Acceptance of Completion of the Park Improvements (the "**Six Month Developer Maintenance Period**"), and prior to any use of the Parkland or Park Improvements by the general public, Developer shall, at its sole cost and expense, maintain and repair the Parkland in accordance with the Standards for Acceptance of Land for Park Purposes attached hereto as **Exhibit C** (the "**City Standards for Acceptance of Land**"). City, at its sole cost and expense, shall maintain and repair the Parkland and Park Improvements after the Six Month Developer Maintenance Period. Concurrently with the release by City of the Faithful Performance Bond, Developer shall provide

a warranty bond or other security acceptable to the City, in the amount of Three Million Dollars (\$3,000,000.00),), warranting the Parkland Improvements against any defective work or labor done, or defective materials furnished, for a period of one (1) year following City Acceptance of Completion of the Park Improvements.

5. Final Actual Costs.

(a) True-Up. As soon as reasonably practical following City Acceptance of Completion of the Park Improvements, Developer, upon City's request, shall submit to City a schedule and reasonable back-up evidence of all costs and expenses actually paid or incurred by Developer in connection with the design and construction of the Park Improvements (collectively, the "*Final Actual Costs*").

(b) Audit. City reserves the right to audit at its expense, one time within one (1) year following City Acceptance of Completion of the Park Improvements, any financial records, invoices or documents of Developer relating to the Final Actual Costs.

6. **Notices.** All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Notices shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by receipted overnight courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to City:

City of Sunnyvale
Attn: Director of Public Works
456 W. Olive Avenue
Sunnyvale, California
Or by email to: ctaylor@sunnyvale.ca.gov

If to Developer:

1090 East Duane Avenue LLC
c/o Irvine Company
5451 Great America Parkway, #201
Santa Clara, CA 95054
Attn: Vice President, Entitlements & Public Affairs
Or by email at: cmatchniff@irvinecompany.com

Either Party may change its address for purposes of this Section by giving written notice to the other Party. All notices shall be deemed given and received, if served personally, when actually received and receipt is acknowledged in writing, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by United States Postal Service. If delivery of a notice is refused between the hours of 9:00 A.M. and 5:00 P.M. on a business day, or fails because of a changed address of which no notice was given, then such notice shall be deemed given and received, if mailed or sent by courier, at the time delivery was first attempted, as shown by postal or courier receipt.

7. **Entire Agreement.** Except as expressly set forth herein, this Agreement, including all Exhibits attached thereto, constitutes the entire understanding of the Parties as to those matters contained herein.

8. **Amendment.** The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only by the mutual agreement of the Parties in writing.

9. **Actions by City.** Where this Agreement requires or permits City to act and no officer of the City is specified, the City Manager or the designated representative of the City Manager has the authority to act on City's behalf.

10. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

11. **Assignment.** Except as otherwise expressly set forth herein, neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that City acknowledges and agrees that Developer is authorized to hire, and to delegate to, appropriately qualified contractors and/or subcontractors to perform the Parkland Improvements required under this Agreement. A Transfer by Developer to any of the following entities or persons shall not require approval of City and shall automatically result in the release of the assigning Developer from its obligations hereunder: (i) any entity that is an affiliate of Developer; or (ii) any entity or person that acquires or leases all or substantially all of the Project Site. As used herein, an "affiliate of Developer" means any entity that directly or indirectly controls or is controlled by or under common control with Developer (whether through the ownership or control of voting interests, by contract, or otherwise). Except as otherwise expressly provided herein, should Developer transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to City whereby the transferee agrees to be bound by the relevant terms of the Agreement, including the obligations for installation of public improvements and payment of fees. During the Term, Developer shall provide City with written notice of a request to make any Transfer of any interest in this Agreement that requires City's consent hereunder ninety (90) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to City's satisfaction, that the proposed transferee has the capability to fulfill the

rights and obligations of this Agreement. Within forty-five (45) days of such a request and delivery of information, City Manager shall make a determination, in his or her sole discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by City Council.

12. Binding Nature. Subject to the provisions of Section 10 and this Section, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives; provided, however, ~~that~~, notwithstanding the foregoing or any other provision herein to the contrary, this Agreement and the provisions hereof shall not be binding upon (i) any lender or mortgagee of Developer (unless such lender or mortgagee elects in writing, in its sole and absolute discretion, to assume the rights and obligations of Developer hereunder), or (ii) any renter of a rental unit within the Project, or (iii) any homeowners association and any purchaser of an individual townhome or condominium offered for sale at any time within the Project.

13. Construction of Agreement. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as “herein,” “hereto,” and “hereunder” shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to;” and (iv) “shall,” “will” and “must” are mandatory and “may” is permissive. This Agreement and each of the provisions herein, has been reached as a result of negotiations between the Parties and their respective attorneys. This Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties hereto, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party or Parties shall not be employed in the interpretation of this Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

14. Attorney’s Fees. In the event of litigation between the Parties, or if a Party becomes involved in litigation because of the wrongful acts of the other Party, the Parties shall each pay their respective attorney’s fees, expert witness costs and cost of suit.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that the signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

17. Term. The term of this Agreement (“*Term*”) shall commence upon the Effective Date and shall expire upon the date of City acceptance of the dedication of Parkland hereunder, unless sooner terminated upon the mutual written agreement of the Parties; provided, however,

that the rights and obligations of the Parties pursuant to the provisions of the Parkland Deed and Section 4 shall survive any such termination.

[Remainder of Page Intentionally Blank; Signatures Follow]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

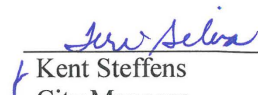
CITY OF SUNNYVALE, CALIFORNIA
a California municipal corporation

APPROVED AS TO FORM:

Dated: 5/14/19



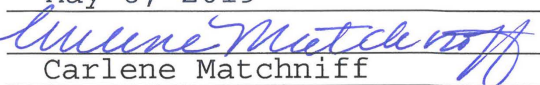
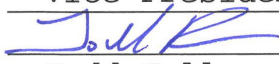
City Attorney



Kent Steffens
City Manager

“DEVELOPER”

1090 EAST DUANE AVENUE LLC, a Delaware limited liability company

Dated: May 8, 2019
By (Signature): 
Name: Carlene Matchniff
Title: Vice President
By (Signature): 
Name: Todd Keller
Title: Senior Vice President
Business Address: c/o Irvine Company, 5451 Great America Parkway,
#201, Santa Clara, CA 95054
Email Address: cmatchniff@irvinecompany.com
Telephone: (408) 330-0196
Fax: (408) 330-0101

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

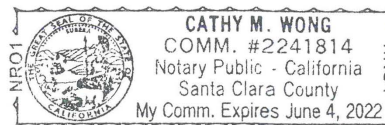
On MAY 08, 2019 before me, Cathy M. Wong, Notary Public
(insert name and title of the officer)

personally appeared CARLOS MARCHETTI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cathy (Seal)

Optional information. This certificate is attached to:

Title or type of document: PARK AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE, CA AND 1090 EAST DUNNE AVE LLC

Number of pages: 19

Date of document: MAY 08, 2019

Signer(s) other than named above: TODD KELLER, ET AL.

Notary phone number: 650-290-3550 or 408-355-3700

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

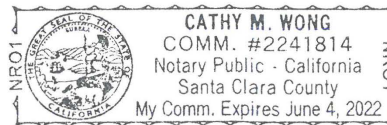
On MAY 08, 2019 before me, Cathy M. Wong, Notary Public
(insert name and title of the officer)

personally appeared TODD KELLER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cathy (Seal)

Optional information. This certificate is attached to:

Title or type of document: PARTIAL AGREEMENT BY AND BETWEEN THE CITY OF
SAN JOSE, CA AND 1090 EAST DOWNE AVE LLC

Number of pages: 19

Date of document: MAY 08, 2019

Signer(s) other than named above: CARLENE HUTCHINS ET AL.

Notary phone number: 650-290-3550 or 408-355-3700

Exhibit A
to
Park Agreement

Legal Description of Project Site

All that certain real property located in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

APN 205-22-024 AND -025:

PARCEL 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP, BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON FEBRUARY 26, 1975 IN BOOK 351 OF MAPS, PAGES 54 AND 55, SANTA CLARA COUNTY RECORDS" FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON OCT. 12, 2006 IN BOOK 807 OF MAPS, PAGES 33, 34, AND 45, SANTA CLARA COUNTY RECORDS.

APN 205-22-028:

PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MARCH 9, 2012 IN BOOK 851 OF MAPS, PAGES 7 AND 8

The above real property is also shown upon that certain unrecorded map entitled "Vesting Tentative Map for Condominium Purposes 1 AMD Place Redevelopment Sunnyvale, California" approved by the City Council of the City of Sunnyvale on April 23, 2019.

Exhibit B-1
to
Park Agreement

Legal Description of Parkland

All that certain real property located in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described as follows:

LOT 1 AS SHOWN UPON THAT CERTAIN UNRECORDED MAP ENTITLED
“VESTING TENTATIVE MAP FOR CONDOMINIUM PURPOSES 1 AND
PLACE REDEVELOPMENT SUNNYVALE, CALIFORNIA” APPROVED BY
THE CITY COUNCIL OF THE CITY OF SUNNYVALE ON APRIL 23, 2019.

The final description of said Lot 1 shall be as shown upon the recorded final map based upon said Vesting Tentative Map.

Exhibit B-2
to
Park Agreement
Diagram of Parkland



Exhibit C
to
Park Agreement
City Standards for Acceptance of Land



Department of Public Works Standards for Acceptance of Land for Park Purposes

The following standards apply when the City of Sunnyvale is considering acquiring land for park purposes, whether through dedication by a developer or land purchase.

To maintain the health, welfare and safety of the general public, the City will not accept property for park purposes unless it is “Uncontaminated” and “Clear of Encumbrances.” In addition, when property is being conveyed to the City for park purposes, certain other requirements must be met as well.

“Uncontaminated” is defined as demonstrating to the satisfaction of the City, as determined by the Director of Public Works, that no user or occupant of the park will be exposed to any concentration of chemicals in soil, water, or air where such exposure would be expected to result in a lifetime incremental cancer risk greater than one-chance in one-million or a threat of non-cancer health effects greater than a Hazard Index of 1 (“Significant Risk”). This is the standard used by the various State and federal agencies to determine screening thresholds for contaminated substances.

“Clear of Encumbrances” means property that is free and clear of both legal and physical encumbrances.

Uncontaminated Property Requirements

1. For the City to accept property, the following is required:
 - A. Both Phase I and Phase II environmental reports conclude there are no hazardous materials or constituents of concern on the property; OR
 - B. If there are hazardous materials or constituents of concern on the property the amount or concentrations shall be below current environmental Screening Levels (SLs) published by the State of California or federal agencies. For soil contamination the concentrations must be below Residential SLs. For vapor contamination, the concentrations must be below Industrial/Commercial SLs. For groundwater contamination the

concentrations must meet the drinking water standard or the use of groundwater must be prohibited. If multiple constituents of concern are present, even at concentrations below SLs, the cumulative risk must not be Significant.

- C. If concentrations or amounts at the site exceed the relevant SLs, then they must be remediated to a non-significant level. If remediation is not feasible, as determined by the Director of Public Works, a site-specific human health risk evaluation for the proposed uses within the park shall be completed by the City's consultant to assess whether exposure to the property would result in a Significant Risk, and whether feasible mitigation measures would reduce the risk. If, as determined by the Director of Public Works based upon his or her review of the consultant studies, exposure to the property would not pose a Significant Risk to users, or any risk can be reduced to insignificant through specified mitigation measures, then the City may accept the property.
- D. For property that contains contaminants and that is the subject of an open file or case with any regulatory agency, the file must be closed by the agency with "no restriction" on the site in order for the City to consider accepting the property. As a rule case closure with mandatory covenants or deed restrictions, or with the need for ongoing monitoring, or remediation, is not acceptable to the City, even if the property could meet B or C above. Any exception to this standard must be directed and approved by City Council.

2. The person or entity proposing to dedicate the property is responsible for paying for and submitting the following items:

- A. Submit Phase I environmental report showing that there are no hazardous materials or constituents of concern on the property. Prepare a Phase II environmental report (Analysis) as directed by the Director of Public Works. The Analysis proposal will be reviewed and approved by the Director of Public Works prior to on-site testing occurring. The minimum requirements of the Analysis shall include, but are not necessarily limited to the following items:
 - Analysis of the park-land dedication site as a separate parcel, not part of a larger development. Testing should be done on an established grid system with statistically appropriate grid sizes for the proposed park site area. Sampling should also focus on any recognized environmental conditions or environmental issues related to historical property uses.
 - Identification of any types of contaminants and constituents of concern within the proposed park site, including qualitative

and quantitative measurements. Discrete samples must be used. Blending or averaging is not acceptable. Hot spots (above SLs) must be removed.

- Proposed remediation and/or clean-up measures so that all contaminants or constituents of concern can be demonstrated to be below any applicable federal and State of California regulatory or advisory agency's respective environmental SLs.
- Estimated costs for those remediation and/or clean-ups measures identified in bullet item above.
- Submittal of the Analysis to the City for City's (or a third party selected by the City) peer review, paid for by developer.
☐ Completion of all necessary removal/remedial actions as recommended by the Analysis and to the satisfaction of Director of Public Works.
- Testing of the site, by the developer's environmental consultant, to confirm that the removal or remedial work actually resulted in the area having no contaminants above the SLs or site-specific Significant Risk levels, after any removal or remedial actions.

- B. If the requirements for part A cannot be met and remediation is not feasible, Developer provides funding for the City's consultant to complete a human health risk evaluation. For the property to be acceptable the study would need to conclude that the concentrations of all constituents of concern will not individually or cumulatively result in a Significant Risk to park-land occupants, users, or workers.

Clear of Encumbrances Requirements

1. Property shall be free and clear of encumbrances of all kinds, including both physical facilities and legal or fiscal constraints, such as liens, deed restrictions, etc. Physically, the land should have no buildings, structure, or utilities, above, at, or below ground. The exception would be well-documented utilities in appropriate easements, or other utilities or structures that meet the City's goals. If any structures, utilities, or other facilities will stay in place than those physical encumbrances must also be clear of hazardous materials or constituents of concern, including the bedding and backfill material.

2. The person or entity proposing to dedicate the property is responsible for the following items:

- a. Remove all existing buildings, structure, or utilities, above, at, or below ground except for those expressly authorized by the City to remain.
- b. Provide a title report.

- c. Prepare and record a grant deed (or other instrument) with notarization for transferring the property to the City.
- d. Pay for all outstanding taxes and clear all outstanding liens as documented in the title report.
- e. Coordinate and pay for the title insurance and escrow fees.

Other Requirements

- 1. Any changes to property, use of the property, storage of material or equipment on the property or other activities that could impact the property, occurring after completion of all environmental reports and analysis, are grounds to require additional investigation.
- 2. The site should be fenced to prevent access or illegal dumping.
- 3. The site should have signs prohibiting dumping or trespassing with a phone number for information that goes to the City.
- 4. Where the developer is required to or agrees to improve the park land, all park land work must be done to City standards, subject to City inspection, and must be maintained by and at the cost to the developer for six months following initial acceptance by the City. The developer is precluded from the determination of when and how the land will be developed as a park.

BUBBLE DIAGRAM



PROPOSED PARK PROGRAM

- | | | |
|---------------------------------------|--|---|
| ① Multi-Use Field (1.6 AC - 330' Dia) | ⑧ Passive Recreation Areas - Bocce, Horseshoes, etc. | --- Vehicular Access Route
(8' wide concrete path) |
| ② Existing and Transplanted Redwoods | ⑨ Non-Reservable Picnic Tables | |
| ③ Children's Play (Ages 5-12) | ⑩ Jogging Trail - Par Course & Hydration Stations | |
| ④ Interactive Water Feature | ⑪ Restrooms | |
| ⑤ Reservable Picnic Area | ⑫ Parking Lot | |
| ⑥ Sports Court - Futsal Court | ⑬ Maintenance Shed | |
| ⑦ Dog Park (.33 ac) | | |

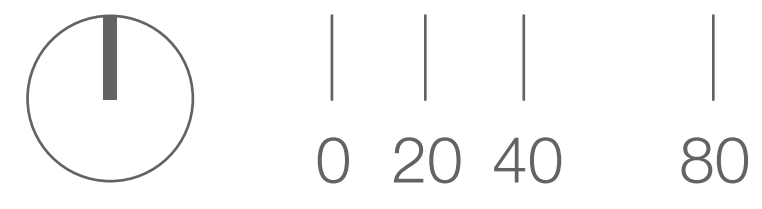


PROPOSED PARK PROGRAM

- ① Multi-Use Field
- ② Entry Plaza
- ③ Playground Area
- ④ Fitness Equipment
- ⑤ Reservable Picnic Area
- ⑥ Non-Reservable Picnic Area
- ⑦ Dog Park (Large Dog)
- ⑧ Dog Park (Small Dog)
- ⑨ Passive Seating Area with Raised Turf Mound
- ⑩ Restrooms / Maintenance Building
- ⑪ Park Access at Townhomes
- ⑫ Trash Enclosure
- ⑬ Parking Lot
- ⑭ Relocated Redwoods

PARK AT REDWOOD PLACE ILLUSTRATIVE SITE PLAN

Irvine Company Apartment Development
August 6, 2021



EPTDESIGN

Policy 7.3.23 Naming/Renaming Parks & Recreation Facilities

POLICY PURPOSE:

The purpose of this policy is to provide the process and responsibility for naming or renaming City Parks and Recreation facilities.

POLICY STATEMENT:

Naming Parks and Recreation facilities shall be the responsibility of the City Council. Any name considerations will first be reviewed by the Parks and Recreation Commission who will make a recommendation to the City Council for naming or renaming any park and recreation facility. The following criteria will be utilized in naming Parks and Recreation facilities:

The majority of City parks presently have the name of the planning district in which they are located. Any new parks should follow the same pattern, if possible. Where this is not possible, the following criteria will be given consideration in naming a park or facility within a park:

1. Greatest consideration should be given to a name that has historical significance to the City of Sunnyvale or is in some other way associated with a Sunnyvale event, historical feature, or other community-related action.
2. Where open space has been purchased that was formerly school property or adjoined a school, and the name of the school has community significance or community recognition, consideration of the school name should be given in naming the park.
3. Naming a park for a specific individual will only be considered if that individual has made a significant contribution to the City of Sunnyvale. Names honoring individuals or families of living persons must be supported by compelling reasons.
4. Other name considerations will only be considered if one of the three above criteria does not provide a suitable name.
5. Facilities within a park which have not otherwise been named by Council may be provided identification signs by staff, limited to either the word “Sunnyvale” or the Park’s official name, followed by a generic description of the facility. (e.g. “Las Palmas Dog Park” or “Sunnyvale Skatepark”).

(Adopted: RTC 83-295 (7/5/1983); (Amended: RTC 05-284 (10/18/2005); (Clerical/clarity update, Policy Update Project 11/2005); Administrative update (March 2012))

Lead Department: Department of Library and Community Services

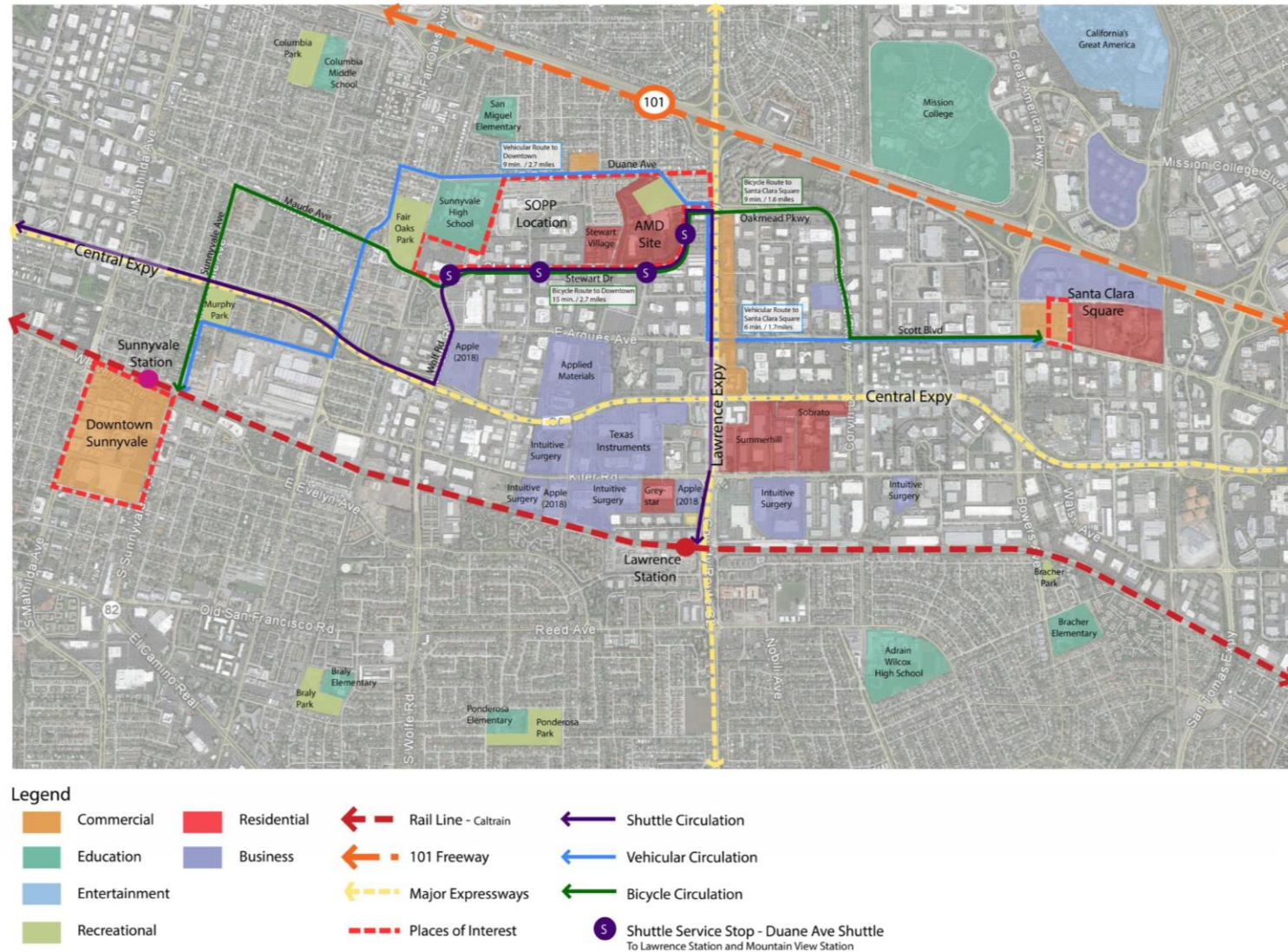


Review of Final Park Design at One Redwood Place

Chip Taylor, Director Of Public Works
Jim Stark, Superintendent of Parks
October 13, 2021



Site Context Map



Project History

- 34.7-acre site – previous AMD site developed by the Irvine Company
- 1051 residential units
- As part of the public improvements – 6.5-acre park land dedication
- Park improvements \ construction shared by the Irvine Company and capped at \$12 million

\$4 million by the Irvine Company

\$8 million of Park Dedication Funds

Conceptual Design

DRAFT



PROPOSED PARK PROGRAM

- | | | |
|---------------------------------------|--|---|
| ① Multi-Use Field (1.6 AC - 330' Dia) | ⑧ Passive Recreation Areas - Bocce, Horseshoes, etc. | --- Vehicular Access Route
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| ⑤ Reservable Picnic Area | ⑫ Parking Lot | |
| ⑥ Sports Court - Futsal Court | ⑬ Maintenance Shed | |
| ⑦ Dog Park (.33 AC) | ⑭ Existing and Transplanted Redwoods | |

PRC Commission and Council Actions

- 03/11/2020 Conceptual Plan Presented to Parks and Recreation Commission (PRC) – PRC Recommended to approve conceptual design to City Council 4-0.
- 04/28/2020 City Council approved Conceptual Design 7-0.



DRAFT



IRVINE COMPANY

Redwood Place Park

Irvine Company
Dennis Sullivan: Vice President, Landscape Architecture
Mark Garrity: Senior Director, Landscape Architecture



Redwood Place Park



Overall Site Plan

PROJECT SUMMARY

Overall Site Acreage 34.75 Acres

• Public Park	6.5 acres
• R-3 For Sale Townhomes	6.05 acres
• R-4 Low-rise Apartments	2.31 acres
• R-4 Mid-rise Apartments	18.37 acres
• Indian Wells Extension	1.51 acres

Overall Site Unit Count 1,051 Units

• R-3 For Sale Townhomes	107 units
• R-4 Low-rise Apartments	57 units
• R-4 Mid-rise Apartments	887 units



Design Theme



Park Goals



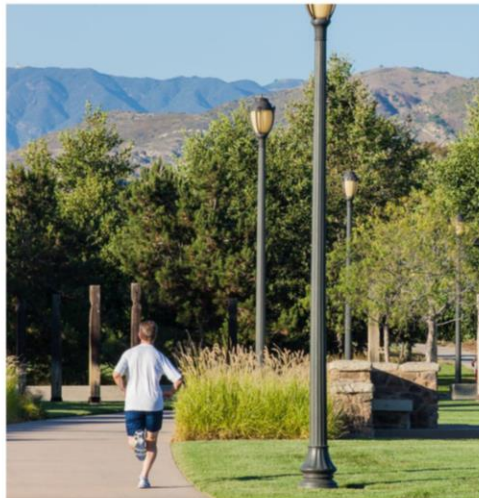
Encourage Play

- Places for exercise/fitness for all ages
- Interactive play where equipment meets sculpture
- Natural materials
- Strolling paths with lighting
- Enhancing the physical, cognitive, and social experience:
 - Physical: Accessibility
 - Cognitive: Creativity
 - Social: Wide range of age
Inclusive Play Elements



Celebrate Nature

- Tree preservation on site
- Shade from large trees in groves and along paths
- Diverse planting palette with low water usage
- Informal, permeable paths/trails in an organic layout
- Group seating amongst trees
- Gentle berms and landforms
- Rainfall capture and cleansing



Promote Connectivity

- Social interaction
- ADA accessibility
- Bike paths and parking connectivity
- Spaces to collaborate



Facilitate Engagement

- Spaces for individuals and small to medium groups
- Enable a pop-up culture
- Capacity to hold community events and cultural celebrations
- Provide secluded seating for reading or quiet activities
- Game tables
- Great meadow

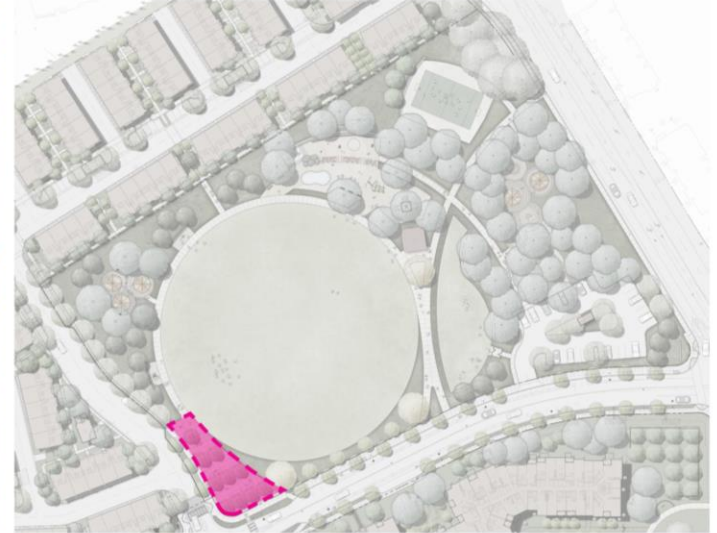
Park Illustrative Site Plan



PROPOSED PARK PROGRAM

- ① Multi-Use Field
- ② Entry Plaza
- ③ Playground Area
- ④ Fitness Equipment
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- ⑧ Dog Park (Small Dog)
- ⑨ Passive Seating Area with Raised Turf Mound
- ⑩ Restrooms / Maintenance Building
- ⑪ Park Access at Townhomes
- ⑫ Trash Enclosure
- ⑬ Parking Lot
- ⑭ Relocated Redwoods

Park Program Imagery: Entry Plaza



Entry Plaza



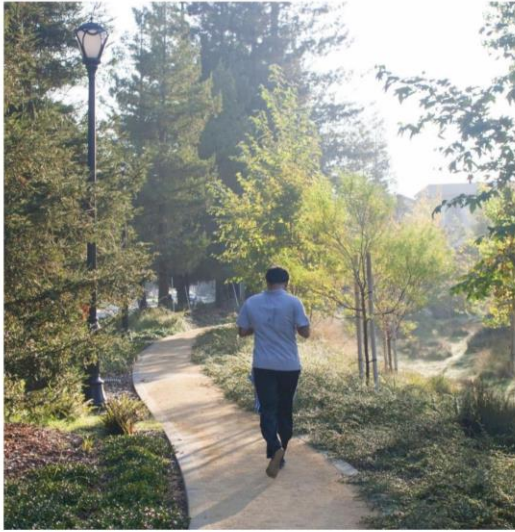
Park Program Imagery: Multi-Use Field



Multi-Use Field



Park Program Imagery: Jogging Trail/Park Course



 Jogging Trail (0.2 miles) / Par Course

Park Program Imagery: Dog Park



Dog Park (0.28 AC)

Park Program Imagery: Playground Area



**Play Areas for
Ages 5-12**

Playground Enlargement Plan



Legend

- ① Multi-Tower Play Structure ***
- ② Synthetic Turf Play Surfacing
- ③ Play Surfacing ***
- ④ Fibar Mulch Play Area***
- ⑤ Omnispin Spinner ***
- ⑥ Curva Spinner
- ⑦ We-Go-Round ***
- ⑧ Nature Cluster ***
- ⑨ Oodle Swing ***
- ⑩ 2-Bay Single Post Swing ***
- ⑪ Hillside Features ***
- ⑫ Spinner Bowl
- ⑬ ADA Ramp to Upper Level ***
- ⑭ Stairs to Upper Level
- ⑮ Large Transplanted Redwood
- ⑯ Seating
- ⑰ Restroom / Maintenance Bldg
- ⑱ Seatwall
- ⑲ Low Seatwall with Grab Bar ***
- ⑳ Monumental Seating
- ㉑ Retaining Wall with Low Metal Fence
- ㉒ Multi-Use Field

*** Indicates Inclusive Play Equipment

Playground Enlargement Plan



ls
landscape
structures®

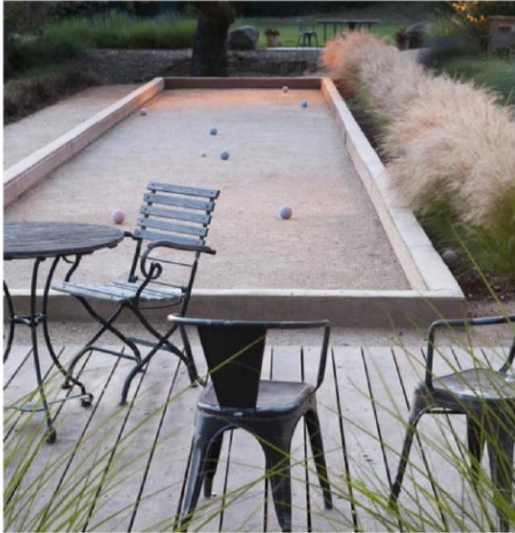
Redwood Place Park

1146837-01-04-02 • 01.11.2021

ROSS
Recreation Equipment

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Park Program Imagery: Passive Recreation



Passive Recreation



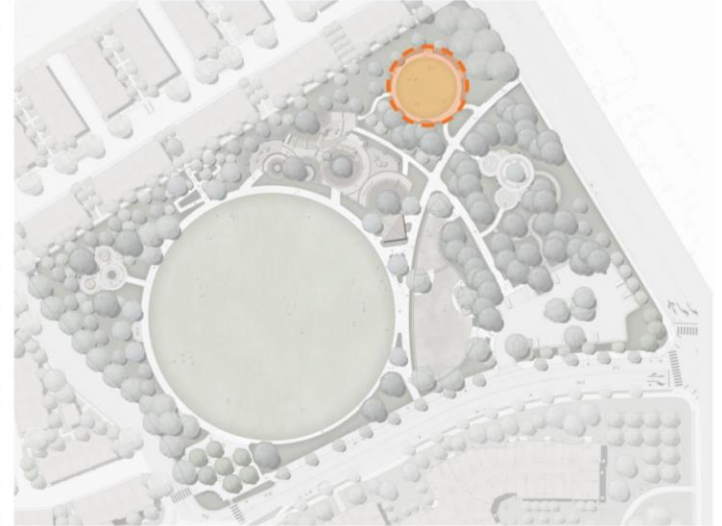
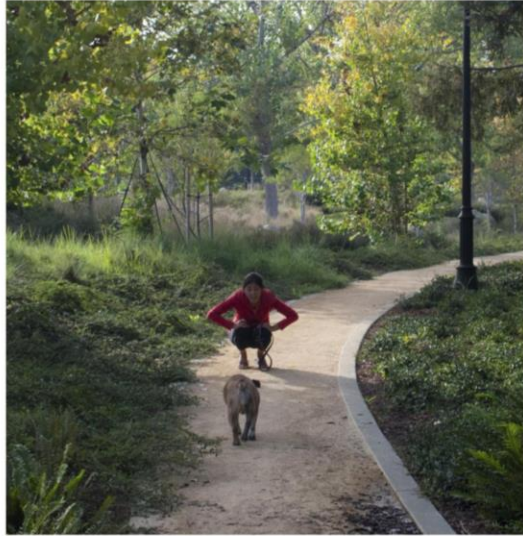
Park Program Imagery: Picnic Areas



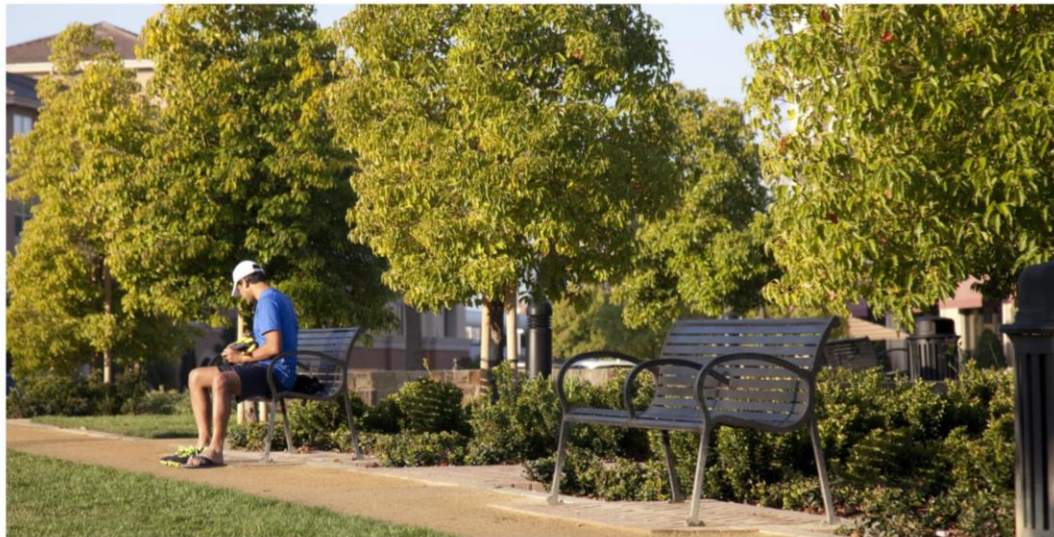
 Picnic Areas (reservable and non-reservable)



Park Program Imagery: DRAFT Passive Seating Area with Turf Mound



Passive Seating Area with Raised Turf Mound



Redwood Place Park



Differences

- The main difference from the Conceptual Plan to the current Final Design Plan is the replacement of the Futsal \ Sports Court with a passive park area.



PROPOSED PARK PROGRAM

- | | | |
|---------------------------------------|--|--|
| ① Multi-Use Field (1.6 AC - 330' Dia) | ⑩ Passive Recreation Areas - Bocce, Horseshoes, etc. | --- Vehicular Access Route (8' wide concrete path) |
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| ③ Children's Play (Ages 5-12) | ⑫ Jogging Trail - Par Course & Hydration Stations | |
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| ⑦ Dog Park (.33 AC) | ⑯ Existing and Transplanted Redwoods | |



PROPOSED PARK PROGRAM

- ① Multi-Use Field
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- ⑪ Park Access at Townhomes
- ⑫ Trash Enclosure
- ⑬ Parking Lot
- ⑭ Relocated Redwoods

Alternatives

- Alternative 1: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with decomposed granite surfacing for the dog park.
- Alternative 2: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with an alternative surfacing other than decomposed granite for the dog park
- Alternative 3: Recommend that City Council not approve the final design of AMD Park described in Attachment 5 and provide other direction.

Staff Recommendation

Alternative 1: Recommend that City Council approve the final design of AMD Park described in Attachment 5 with decomposed granite surfacing for the dog park.





City of Sunnyvale

Agenda Item

21-0951

Agenda Date: 10/13/2021

Discussion and Consideration of Potential Study Issue: Study of Hitting Cages in Sunnyvale



Sunnyvale

Board and Commission Study Issue Form

The Study Issues process is designed to assist City Council with setting priorities for the coming calendar year. Board and commission members have two roles in this process:

1. To advise Council regarding the identification of policy issues to study, within their relevant area of authority;
2. To advise Council on those issues Council has decided to study.

The study issues process should focus on considering a new or revised ordinance, new or expanded service delivery program, changes to existing Council Policy, or amendments to the General Plan. The Study Issues Form is designed to focus board and commissioner members' ideas on potential policy study issues, and provide the opportunity for staff feedback and guidance in a transparent process. *Board members or commissioners may only fill out a form for study issue ideas within their purview.*

Date Submitted to Staff

Liaison:

9/26/21

Board/ Commission: Parks and Recreation Commission

Submitted by: David Kesting

Study Issue Working Title:

Feasibility study for hitting cages at baseball, softball and cricket fields in the city of Sunnyvale

1. What are the key elements of the issue? What precipitated this study?

With three local little leagues in Sunnyvale serving 1000 kids annually, a girls softball league for 200 kids, a local cricket league, & mens/womens softball leagues, we see a large contingent of players using local clay fields. The recent study for Cricket only use batting cages in Sunnyvale has highlighted a need for multi-use hitting cages. Currently De Anza & Serra Park have batting cages, though they are 20+ years old, and aren't a shared facility.

This study would be to produce hitting cages for additional parks in Sunnyvale such as: Fair Oaks, Washington, Columbia, Lakewood, Las Palms, Ortega & Raynor Parks. In addition the study would look at the current condition of existing cages to determine if they need to be upgraded. Hitting cages would be for use in all sports that occur at these field which have a need for a safe practice environment for hitters.

Cages could be reservable with a permit issued by the parks department, and open for free play when not reserved.

2. Staff Summary of Scope and/or Comments: [Staff Use Only]

See Attachment.

This study would look at the possibility of adding additional hitting/batting cages throughout the City. If approved, this study would consider all possible user groups without a focus on any one group. The consultant would evaluate needs of all current user groups and available resources to ascertain what needs exist for batting cages across the spectrum participants in the various sports and at various park sites. The study would also evaluate the existing conditions of the batting cages at Serra Park and De Anza Park which are currently maintained by Little League for their exclusive use. The potential for permitting the cages for use would be looked at, as would other ideas to allow for equal resident access to the facilities.



City of Sunnyvale

Agenda Item

21-0950

Agenda Date: 10/13/2021

Discussion and Consideration of Potential Study Issue: Field Permitting Transparency



Sunnyvale

Board and Commission Study Issue Form

The Study Issues process is designed to assist City Council with setting priorities for the coming calendar year. Board and commission members have two roles in this process:

1. To advise Council regarding the identification of policy issues to study, within their relevant area of authority;
2. To advise Council on those issues Council has decided to study.

The study issues process should focus on considering a new or revised ordinance, new or expanded service delivery program, changes to existing Council Policy, or amendments to the General Plan. The Study Issues Form is designed to focus board and commissioner members' ideas on potential policy study issues, and provide the opportunity for staff feedback and guidance in a transparent process. *Board members or commissioners may only fill out a form for study issue ideas within their purview.*

Date Submitted to Staff

Liaison:

Board/ Commission:

Submitted by:

Study Issue Working Title:

1. What are the key elements of the issue? What precipitated this study?

2. Staff Summary of Scope and/or Comments: [Staff Use Only]



City of Sunnyvale

Agenda Item

21-0955

Agenda Date: 10/13/2021

Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2022
Proposed Study Issues*

Date	Working Title	Summary of Scope	Staff Comments

*The study issues have been proposed for future sponsorship

Toward the end of the calendar year, no later than October, boards and commissions will review the list of proposed study issues and officially vote on sponsorship for each individually listed study issue. Official sponsorship means that the study issue is approved for ranking with a majority vote of the board or commission. Staff will then prepare the sponsored study issue papers, including fiscal impact **but not** the staff recommendation.