



City of Sunnyvale

Notice and Agenda

Parks and Recreation Commission

Wednesday, February 10, 2016

7:00 PM

Fair Oaks Park Building, 540 N Fair Oaks
Ave, Sunnyvale, CA 94085

LOCATION CHANGE

CALL TO ORDER

SALUTE TO THE FLAG

ROLL CALL

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address the 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 commissioners to take action on an item not listed on the agenda. If you wish to address the commission, please complete a speaker card and give it to the Recording Secretary. Individuals are limited to one appearance during this section.

CONSENT CALENDAR

- 1A [16-0152](#) Approval of the Draft Minutes of December 9, 2015 Parks and Recreation Commission

Attachments: [Draft Minutes of the December 9, 2015 Meeting](#)

PUBLIC HEARINGS/GENERAL BUSINESS

- 2 [16-0024](#) Recommendation on the Relocation of the Butcher House and Update on the Design of the Orchard Heritage Park Improvement Project (Study Issue)

Recommendation: Staff makes no recommendation. All alternatives achieve the project goals for a relocated maintenance and trash enclosure.

Attachments: [Study Issue](#)
[Summary of Meeting Notes](#)
[Community Rankings of Concept Plans](#)
[Alternative 1 - Butcher House at Historical Society Preference](#)
[Alternative 2 - Butcher House in Grass Area](#)
[Alternative 3 - No Butcher House](#)
[Letter from the Sunnyvale Historical Society and Museum](#)

- 3 [15-1095](#) Agreement Renewal with Sustainable Community Gardens for Property Located at 433 Charles Street

Recommendation: Recommend to Council Alternative 1: Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for one year and authorize the City Manager to enter into yearly renewals of the agreement on behalf of the City.

Attachments: [Agreement RTC between City of Sunnyvale and Sustainable Community Gardens](#)
[Location Map](#)
[Fiscal Year 2014 Charles Street Gardens Report](#)
[Renewal Agreement between City of Sunnyvale and Sustainable Community Gardens](#)

- 4 [16-0153](#) Approve Draft 2016 Work Plan

Attachments: [DRAFT 2016 Work Plan](#)

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

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, Sunnyvale, CA. during normal business hours and at the meeting location on the evening of the board or commission meeting, pursuant to Government Code §54957.5.

Agenda information is available by contacting Anna Lewis at (408) 730-7336. Agendas and associated reports are also available on the City's web site at <http://sunnyvale.ca.gov> or at the Sunnyvale Public Library, 665 W. Olive Ave., Sunnyvale, 72 hours before the meeting.

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact Anna Lewis at (408) 730-7336. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (29 CFR 35.106 ADA Title II)



City of Sunnyvale

Agenda Item

16-0152

Agenda Date: 2/10/2016

Approval of the Draft Minutes of December 9, 2015 Parks and Recreation Commission



City of Sunnyvale

Meeting Minutes - Draft Parks and Recreation Commission

Wednesday, December 9, 2015

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Chair Pasqua called the meeting to order at 7:03 p.m. in the Council Chambers.

SALUTE TO THE FLAG

Chair Pasqua led the salute to the flag.

ROLL CALL

Present: 3 - Chair Craig Pasqua
Vice Chair Ralph Kenton
Commissioner Henry Alexander III
Absent: 1 - Commissioner Robert Pochowski

Commissioner Pochowski's absence is excused.
Council Liaison Davis (absent)

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

Vice Chair Kenton pulled item 1B from the consent calendar.

1 A [15-0819](#) Approve Parks and Recreation Commission Draft Meeting
Minutes of November 11, 2015

Commissioner Alexander III moved and Vice Chair Kenton seconded the motion to approve the Minutes of November 11, 2015. The motion carried by the following vote:

Yes: 3 - Chair Pasqua
Vice Chair Kenton
Commissioner Alexander III

No: 0

Absent: 1 - Commissioner Pochowski

- 1 B** [15-0995](#) Approve a Special Agreement between the City of Sunnyvale and the Serenaders

Vice Chair Kenton asked if the Serenaders intend to use the concerts to market their business, and asked when the rehearsals and concerts occur. Chair Pasqua asked about the variety of songs played at the four shows. Commissioner Alexander III asked about the precedence for this type of agreement.

Chair Pasqua moved, and Commissioner Alexander III seconded the motion to recommend to Council the approval of the Special Agreement between the City of Sunnyvale and the Serenaders. The motion carried by the following vote:

Yes: 3 - Chair Pasqua
Vice Chair Kenton
Commissioner Alexander III

No: 0

Absent: 1 - Commissioner Pochowski

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [15-0905](#) Adopt a Revision to the San Miguel School Open Space Master Plan

Superintendent of Parks and Golf James Stark presented the staff report. He answered Commissioners' questions. Commissioner Kenton inquired about the layout of the classrooms and he expressed that the design of the classrooms should take into consideration the children's safety.

Chair Pasqua opened the public hearing, there were no comments. He closed the public hearing.

Commissioner Alexander moved and Chair Pasqua seconded the motion to approve Alternative 1: Recommend that Council Adopt a Revision to the San Miguel School Open Space Master Plan to include the new classrooms as shown in Attachment 2.

Yes: 3 - Chair Pasqua
Vice Chair Kenton
Commissioner Alexander III

No: 0

Absent: 1 - Commissioner Pochowski

Commissioners voted to support the revision because classrooms and a playground are a better use of the space. They stated the community appears to support the modifications and they wish to support the communities' choice. Commissioner Alexander III and Chair Pasqua commented that the design of the classrooms should be decided by the School District.

- 3 [15-0909](#) Approve the Third Amendment to an Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to Design, Development, Construction and Lease of a Heritage Museum at the Sunnyvale Heritage Center to Install Solar Panels

Superintendent Stark presented the staff report. He explained that the Heritage Center needs to make an amendment to their agreement in addition to following required permit processes to install solar panels.

Chair Pasqua opened the public hearing, there were no comments. He closed the public comments.

Commissioner Alexander III moved and Vice Chair Kenton seconded the motion to approve Alternative 1: Recommend that Council approve the Third Amendment to Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to Design, Development, Construction and Lease of a Heritage Museum at the Sunnyvale Heritage Center to Install Solar Panels.

Yes: 3 - Chair Pasqua
 Vice Chair Kenton
 Commissioner Alexander III

No: 0

Absent: 1 - Commissioner Pochowski

Commissioners explained the rationale for their vote. Vice Chair Kenton stated that the solar panels will provide a significant savings to the Heritage Center and he believes in solar power. Commissioner Alexander III said he is supportive because solar power is environmental friendly.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Commissioners presented no Study Issues.

Chair Pasqua opened the public comments.

Stan Hendryx suggested a study issue to identify the use of \$13 million which will be paid to Sunnyvale's Park Dedication Fund, as required by the Quimby act, by Watt Properties for the construction of 45 luxury townhomes in the San Miguel neighborhood.

Vice Chair Kenton inquired about fair housing policies in Sunnyvale and he asked if there is land for sale in the neighborhood which could be used for a park.

There were no further speakers and Chair Pasqua closed the public hearing.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Alexander III announced the Raynor Park Neighborhood Association holiday potluck at 1515 Partridge Ave. on December 17, at 7 p.m.

Vice Chair Kenton proposed staff expand the pickleball services to outdoor courts as a low cost option to diversify programming for older and developmentally disadvantaged residents. He suggested some tennis courts be restriped to pickleball dimensions. Superintendent Stark informed him that restriping a court could cost around \$8,000 and committed to provide cost estimates.

Commissioners agreed to look into the public's interest in pickleball. Chair Pasqua will identify contacts at the San Jose pickleball program. Collecting more information will allow the Commissioners to understand if this idea is worth proposing as a study issue.

Commissioner Alexander III inquired about the Commissioner's ability to represent the Parks and Recreation Commission at Neighborhood meetings. Superintendent of Community Services Daniel Wax committed to follow up with Commissioner Alexander III directly.

-Staff Comments

Superintendent Wax announced Community Center events and activities:

- The Evening of Cultural Arts presents The Carolyn Sills Combo on December 19, 8 p.m. in the Sunnyvale Theatre
- California Theater Center presents the Elves and the Shoemaker on Dec 11, 12, 18 & 19
- Breakfast with Santa was held on December 5 and hosted 350 people
- Sunnyvale Youth Basketball League begins in January, serving 800+ children

from kindergarten to eighth grade

ADJOURNMENT

Chair Pasqua adjourned the meeting at 8:10 p.m.



City of Sunnyvale

Agenda Item

16-0024

Agenda Date: 2/10/2016

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Recommendation on the Relocation of the Butcher House and Update on the Design of the Orchard Heritage Park Improvement Project (Study Issue)

REPORT IN BRIEF

This report provides an overview of the public input and conceptual design process for the 2015 Council Study Issue (Attachment 1 - DPW 15-10) to consider relocation of the Butcher House to Orchard Heritage Park and review the need for a retaining wall to address the drainage between the orchard and the museum grounds. In addition, the report provides an update on the Orchard Heritage Park Improvement Project. The study issue and project are considered as a single project since decisions on each item affect future opportunities at the park.

A community input process was undertaken to review the objectives of the improvement project and the possible locations for the Butcher House. The City Council provided direction that multiple concepts should be reviewed for the Butcher House, including concepts that did not require any tree removals from the orchard. Staff presented three different concepts to the community, and based on the feedback received, developed the following three alternatives:

- **Alternative 1 - Locating the Butcher House within the Orchard:** The Butcher House is located near the museum within the orchard at the location preferred by the Historical Society. This location will require the permanent loss of at least 14 trees, and temporary loss of at least 12 trees for installation of a construction access road.
- **Alternative 2 - Locating the Butcher House within Heritage Park:** The Butcher House is located in the lawn area in front of the museum near the parking lot at the location favored by the public. This alternative does not impact the orchard.
- **Alternative 3 - No Butcher House:** This alternative does not provide a site for the Butcher House.

All three alternatives are feasible and meet the goal of the Capital Project, therefore staff does not make a specific recommendation.

BACKGROUND

The Orchard Heritage Park Improvement Project was created in response to the Orchard Heritage Park Master Plan Revisions, approved by Council in 2011. Currently, the view to the front of the Heritage Museum is blocked from the surrounding parking lots by a trash enclosure and a maintenance building with associated storage. The goal of the improvement project is to make the front entry to the museum and surrounding areas more visible, attractive and accessible. This will be

achieved by removing the cinder block wall separating the museum from the nearby parking lot, relocating the maintenance building and adjacent trash enclosure elsewhere on the Sunnyvale Community Center campus, and improving the area between the museum and the parking lot in accordance with the Orchard Heritage Park Master Plan.

After the Project had been approved by Council, the Sunnyvale Historical Society requested to move the 1912 Butcher House to Orchard Heritage Park. In response to this, a 2015 Council Study Issue was approved to review potential locations for the house on the Orchard Heritage Park site and to identify impacted park features such as orchard trees. It is important to note the City's project does not include any funding for relocation of the Butcher House. This staff report assumes, per the approved Study Issue, that all costs associated with the relocation and necessary construction would be privately managed and funded.

In addition, the study issue included review of the existing drainage between the orchard and the museum grounds to determine what improvements (such as retaining walls), if any, should be constructed to address potential flooding and drainage issues.

The City Council is scheduled to consider this item on March 15, 2016.

EXISTING POLICY

General Plan, Chapter 3, *Land Use and Transportation - Open Space, Goal LT-8*

Adequate and Balanced Open Space: 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.

From the Orchard Heritage Park Master Plan Action Statements:

2. Maintain a working fruit orchard throughout the largest portion of Orchard Heritage Park for as long a time period as practical within the resources made available by the City. Provide public access to the greatest extent possible while meeting the goal of maintaining a working fruit orchard.
5. Assist the Sunnyvale Historical Society per written agreements, and to the greatest extent practical, in developing a Heritage Museum facility at Orchard Heritage Park consistent with City Council direction.

ENVIRONMENTAL REVIEW

CEQA review is not required for feasibility and planning studies for possible future actions that have not been approved, adopted or funded. (CEQA Guidelines Section 15262)

If a conceptual design for the Orchard Heritage Park Improvements Project is approved, the full scope of the project and any potential impacts will need to be determined by the project architect. It is anticipated that the demolition and disposal of the various structures, construction of replacement structures, and construction of new landscaping and associated improvements will be categorically exempt pursuant to Class 2, Section 15302(b) (replacement or reconstruction of existing facilities). The CEQA determination will be brought to the City Council for approval concurrent with the award of the construction contract for the project.

The relocation of the Butcher House and associated alterations to Orchard Heritage Park may have potential impacts on trees and historical resources that require further analysis under CEQA (Guidelines Section 15300.2(c), (f), 15304). Should Council direct staff to move forward with the proposal to relocate the Butcher House to Orchard Heritage Park, the Historical Society will bear the costs of appropriate CEQA review. Compliance with CEQA is required before the relocation is approved.

DISCUSSION

As part of the Study Issue the City Council gave specific direction that the relocation of the Butcher House should consider multiple options, including an option that did not require any tree removals from the orchards. Staff engaged the community to review different concepts, and ultimately developed three alternatives for consideration. This Report to Council describes the community and alternatives development process.

Community Meetings

The architect and City staff hosted two public meetings at the community center campus to gather input on the locations of the new trash enclosure, maintenance building, and Butcher House as well as design features for the new park space (Attachment 2 - Summary of Meeting Notes). The first public meeting was held on Thursday September 17, 2015 at the Sunnyvale Community Center and was attended by at least 52 people. The goal of the meeting was to receive input regarding placement of the new structures (maintenance building, trash enclosure, and Butcher House) and to hear ideas about desired design elements for the new space. This was also an opportunity for the public to ask questions and receive information about the projects. Numerous community members commented that no orchard trees should be removed to accommodate project improvements such as the new maintenance building, trash enclosure or Butcher House. A number of community members stated that the Butcher House should be saved for future generations while others questioned the value of the house or requested that other City parks be considered as potential sites for the house.

Input collected at the first meeting was used to prepare three conceptual designs that were then presented at the second public meeting, held at the Sunnyvale Senior Center on Thursday October 29, 2015 and attended by at least 63 people. Each of the conceptual plans presented indicated a different location or position for the Butcher House as well as various design features requested during the first public meeting. The options presented at the meeting included one option of relocating the Butcher House to the orchard area and two options for relocating the Butcher House within the grounds of the Orchard Heritage Museum. In summary the concepts presented were:

- Concept A - This concept depicted the Butcher House in the existing lawn near the multi-purpose building. The maintenance building and trash enclosure were replaced by a new open turf area with pathways and shade structures on either side.
- Concept B - This concept placed the Butcher House in the orchard in the general area requested by the Historical Society, within the orchard area. Improvements to the current maintenance area include an extended walkway and entry plaza as well as shade trees.
- Concept C - In this concept, the Butcher House was placed diagonally in the existing lawn area in a manner that preserved some of the open turf. Other improvements included a focal feature in the path in front of the museum and an expanded entry plaza near the parking lot.

Each concept was reviewed and at the end of the meeting, attendees were asked to submit a ranking

of their order of preference for the three conceptual plans presented. The rankings are included as Attachment 3 and they show that the attendees are more in favor of placing the Butcher House in a location that does not remove any trees from the orchard.

Alternative Plans

From the data and information received from the public, the three concept plans presented at the public input meeting were refined by the consultant into the following three alternatives, included as Attachments 4 - 6. The three alternatives are intended to provide the full range of options. They include an option of the Butcher House within the Orchard, an option of the Butcher House within Heritage Park, and an option that does not include the Butcher House. Staff is requesting Council to select one of the alternatives as the basis for moving forward with the project.

Alternative 1 - Butcher House in the Orchard Adjacent to the Museum (Attachment 4)

Alternative 1 shows the Butcher House at the location requested by the Sunnyvale Historical Society. This was the least preferred concept based on the rankings received from the public input process. This concept plan shows the amount of orchard land necessary to install the house and related site improvements such as a porch and Americans with Disability Act (ADA) access ramps. This will require the permanent loss of at least 10 apricot trees from the orchard, 4 other non-orchard trees, and temporary loss of at least 12 apricot trees for installation of an access road to facilitate construction and restoration of the house.

Under this alternative a retaining wall will need to be constructed to accommodate the elevation differential between the proposed Butcher House location and the orchard.

Alternative 2 - Butcher House in Lawn Area (Attachment 5)

Alternative 2 is the preferred alternative of the public meeting attendees, and locates the Butcher House on a diagonal within the grassy area adjacent to the parking lot. This concept accomplishes the objectives of the park improvement project and does not involve the removal of any apricot trees from the orchard. However, alternative 2 is not the requested location of the Historical Society. The Historical Society has concerns about the distance the Butcher House will be from the museum and would prefer to have the house next to the museum to facilitate docent tours of both the museum and house utilizing the same number of volunteer staff. Attachment 7 is a letter from the Historical Society to the City Council.

Should the Butcher House be relocated to this location, other site improvements would need to be included as part of the relocation project. These improvements as shown on the concept plan consist of a new walkway to the house and landscaping changes to accommodate the structure.

Alternative 3 - Improvement Project Only Without Butcher House (Attachment 6)

Alternative 3 does not provide a site for the Butcher House.

Trash Enclosure and Maintenance Building

The location for the trash/maintenance facility was determined based on a site review as well as input received during the first meeting and was the same in all three conceptual plans presented at the second meeting. The general criteria established based on public comments were that the facility not be located in the orchard, not near community center driveway entrances, not in highly utilized parking areas such as the senior center or theater, not in the Orchard Heritage Park footprint, and that it be in an inefficiently used space. The location presented meets these criteria and minimizes

the number of parking spaces that will be lost to accommodate the facility. Landscape screening will also be assessed during design and may be added to mitigate any visual impact from the street.

Drainage Improvements

Drainage along the orchard edge between the museum and the amphitheater was preliminarily evaluated by the consultant. Solutions anticipated include re-grading and a possible installation of a valley gutter. At this time it is anticipated that a retaining wall at the existing interface along the orchard is not necessary.

FISCAL IMPACT

Orchard Heritage Park Improvement Project

Council previously approved a budget of \$750,000 for the design and construction of the Orchard Heritage Park Improvements from the Park Dedication Fund. The project budget was developed and approved prior to any consideration of relocating the Butcher House to the site. Council subsequently added \$50,000 for consideration of the Butcher House Study Issue. A design contract for \$123,363 was awarded to Callander Associates Landscape Architecture on August 11, 2015.

Drainage Improvements

The drainage issue was not identified until well after the original project budget was developed. For any of the concept plans selected, Council action requested is to approve a future budget modification at the award of construction contract to accommodate the drainage solution (re-grading and valley gutter) and the implementation of the selected concept plan. The increase in costs above the existing budget is estimated at approximately \$25,000, but actual costs will be determined upon bid opening.

Butcher House Relocation

Per the Study issue, all costs associated with the Butcher House relocation will be funded by the Historical Society. The relocation and construction of associated improvements will be privately managed. The Historical Society has communicated to staff that they would prefer for the City to cover the costs of some related site work such as the construction of the access road, drainage improvements, landscaping and pathways surrounding the house, however there is no current funding for those improvements.

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.

The first of two public meetings for the project was conducted by Sunnyvale staff and Callander Associates, the architectural consultant, at the Sunnyvale Community Center on Thursday, September 17, 2015. A second public meeting was held at the Sunnyvale Senior Center on Thursday, October 29, 2015. Notification of these meetings was provided through posting of informational fliers at Orchard Heritage Park and mail delivery to neighbors that live within 1,000 feet of the project. Those that attended any of the meetings and provided contact information received additional notification of scheduled meetings on this subject.

ALTERNATIVES

1. Recommend to City Council selection of Alternative Plan 1- Direct staff to move forward with

- CEQA evaluation of the proposal to relocate the Butcher House to the location preferred by the Historical Society. The costs of CEQA compliance will be borne by the Historical Society.
2. Recommend to City Council selection of Alternative Plan 2 - Direct staff to move forward with CEQA evaluation of the proposal to relocate the Butcher House to the lawn area and acknowledge that a future budget modification with the construction contract award will be required to provide funding for drainage improvements (re-grading and valley gutter) behind the existing multi-purpose building. The costs of CEQA compliance will be borne by the Historical Society.
 3. Recommend to City Council selection of Alternative Plan 3, which does not relocate the Butcher House and acknowledge that a future budget modification with the construction contract award will be required to provide funding for drainage improvements (re-grading and valley gutter) behind the existing multi-purpose building.
 4. Recommend to City Council to direct staff to proceed with a different alternative.

If the house is included in the preferred alternative, the Historical Society will be requested to confirm their commitment to proceed with the relocation of the Butcher House within two weeks after City Council's action. This will require a commitment to fund the CEQA evaluation and to privately fund and manage all relocation costs. If a commitment is received staff will proceed with the City project, include appropriate CEQA for relocation (\$25,000-\$60,000 - funded by the Historical Society), and maintain the future Butcher House area unimproved for the relocation project.

RECOMMENDATION

Staff makes no recommendation. All alternatives achieve the project goals for a relocated maintenance and trash enclosure.

Prepared by: Nathan Scribner, Senior Civil Engineer

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Anne Cain, Interim Director, Library and Community Services

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Study Issue
2. Summary of Meeting Notes
3. Community Rankings of Concept Plans
4. Alternative 1 - Butcher House at Historical Society Preferred Location
5. Alternative 2 - Butcher House in Grass Area
6. Alternative 3 - No Butcher House
7. Letter from the Sunnyvale Historical Society and Museum Association



City of Sunnyvale

Agenda Item

15-0118
Agenda Date: 1/30/2015

2015 COUNCIL STUDY ISSUE

NUMBER

DPW 15-10

TITLE Relocation of the Butcher House to Heritage Garden Park and Review of the Need for a Retaining Wall

BACKGROUND

Lead Department: Public Works
Support Department(s): N/A

Sponsor(s):

Councilmembers: Martin-Milius, Griffith

History:

1 year ago: N/A

2 years ago: N/A

SCOPE OF THE STUDY

What are the key elements of the study?

Butcher House Relocation

Staff previously reviewed the relocation of the Butcher House as a Budget Issue to determine all the costs associated with relocation. This Study Issue would only determine the appropriate location for the Butcher House within Heritage Garden Park and the conceptual elements that need to be included as part of the project that affects other park features. This would include tree removals/relocations, utilities, and access.

There are also two additional projects currently under consideration at Heritage Garden Park that affect the Butcher House relocation.

Construction of a Retaining Wall

The study would review the existing drainage (the Heritage Museum experienced flooding as part of the last major storm) and make a determination if drainage modifications are required. It would also analyze what type of improvements (such as retaining walls), if any, should be constructed to address any flooding and drainage issues.

Project 830480 Orchard Heritage Park

There is funded capital project to remove and construct a new maintenance building and dumpster enclosure within the park. The purpose of the project is to make the museum and surrounding area

more accessible, usable, and attractive. Staff is currently developing a design scope of work, which is scheduled for release in March.

Study Issue Approach

The Study Issue contemplates additional modifications to the park. As such, it would be most effective to combine all projects into one single project. A piecemeal approach would not work, as each decision taken individually could affect future options and opportunities.

Staff will include the drainage concern as part of the current scope of work for project 830480. The drainage item contemplates specific engineering issues which staff believes should fit within the expertise of the designer that will be selected as part of the current project. However, the identification of a location of the Butcher house will require additional funding and time. This includes masterplan review, preliminary engineering concerns, and additional outreach. If relocation of the Butcher house proceeds as a selected Study Issue, staff will incorporate it within the same consultant contract, which will allow for a comprehensive plan for all the proposed improvements. It is important to highlight that this will delay the completion of the scope of work for project 830480 by approximately three months, and the additional work will add approximately another six months to the overall project.

What precipitated this study?

Request by the Sunnyvale Historical Society and Museum Association

Planned Completion Year: 2015

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost): Moderate

Amount of funding above current budget required: \$50,000

Funding Source: Will seek budget supplement

Explanation of Cost:

The additional funds will be used to help masterplan and identify a possible location for the Butcher house. This will also include conceptual infrastructure needs and a discussion on possible impacts.

Cost to Implement Study Results

Butcher house - No cost to implement.

Retaining Wall/Drainage Issues - Will be determined as part of design

Explanation of Cost: The actual design, relocation, and construction of the Butcher house would be funded by private funds. This would also include any City fees for review and inspection.

EXPECTED PARTICIPATION IN THE PROCESS

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: Parks and Recreation Commission

STAFF RECOMMENDATION

Position: Support

Explanation: If Orchard Heritage Park is a feasible location for the Butcher house, it would be beneficial to include it as part of the current project. Because of space constraints, understanding and planning all possible improvements would simplify future construction of improvements within the park.

Prepared By: Manuel Pineda, Director, Public Works

Reviewed By: Robert A. Walker, Assistant City Manager

Approved By: Deanna J. Santana, City Manager



Via E-Mail Only

September 22, 2015

Meeting Summary

Orchard Heritage Park Project

RE: Community Meeting #1

Date of Meeting: Thursday September 17, 2015, 7:00 pm – 8:30 pm, Sunnyvale Community Center

Attendees:

City of Sunnyvale:

Nate Scribner (NS), nscribner@sunnyvale.ca.gov

Jim Stark (JS), jstark@sunnyvale.ca.gov

Callander Associates:

Dave Rubin (DR), drubin@callanderassociates.com

Brian Fletcher (BF), bfletcher@callanderassociates.com

Community:

See Sign In Sheets (attached)

The following information was discussed during the meeting and/or received via comment cards or email correspondence directed to pubworks@sunnyvale.ca.org.

item

Orchard Heritage Park Community Comments

- Gardening advocate asked that team consider including plumbing inside garden shed.
- Numerous community members commented that no orchard trees should be removed to accommodate project improvements (i.e. maintenance building or trash enclosure should not encroach into orchard).
- Consider including playground to appeal to younger families. Play equipment should not be modern looking.
- Consider providing large shade trees and benches around museum.

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F 916.635.9153

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Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #1**

Date of Meeting: Thursday September 17, 2015 7:00 pm – 8:30 pm

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- Community member requested that the design incorporate large specimen trees for immediate impact. Avoid small container planted trees.
- Design should provide a more welcoming entry to the museum and offer a direct route to access new improvements. Any solution must include shade (preferably a structure). Weddings are very hot. Consider including grapevines on arbor.
- Consider provisions to allow for rotating exhibit space at entry plaza.
- Shade over lunch areas more interesting for kids/schools
- Provide for more kid friendly amenities where possible.
- Consider a design that has benefits to broader community and not just the museum.
- When programming the space, consider limitations on loud music in entry area during events.
- Provide multi-generational appeal in design of space.
- Look at parking lots for opportunities to accommodate program as they're very underutilized. BF noted that expanding project limits also tends to expand project costs.
- Consider how to discourage homeless from using new park amenities.
- Location of future maintenance building should not encroach on existing features to the extent possible.
- It was noted that the parking lot will be used more, if good amenities are available.
- Consider placing maintenance building along entry drive from Manet side of the campus.
- A community member inquired whether the maintenance building be same size. BF responded that the building will have a very similar footprint.
- One community member suggested that the maintenance area be retained where it is, just hide it better.
- Consider maintenance and trash area at curve on Michelangelo side of campus.

Butcher House Community Comments

- It was clarified that the cost to move the Butcher House will be borne by Historical society.
- A number of community members stated that the Butcher house should be saved for future generations.
- Consider using the house as additional museum space.
- One community member inquired 'Why move and save Butcher

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #1**

Date of Meeting: Thursday September 17, 2015 7:00 pm – 8:30 pm

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House?’ Another made the statement that the Butcher House might not on the City’s heritage resource list. Where’s the City’s study saying to keep Butcher House? Consider adding Heritage Preservation Commission to the review process.

- Many participants noted that the Butcher House should only be placed within the confines of Orchard Heritage Park. No removal of orchard trees. If it’s valued by the community, it should not be tucked into the orchard.
- It was suggested that there’s value in showing what hard working class lived like. We should not just save and restore historic homes of the wealthy.
- A few community members expressed that the study issue is too narrowly defined. Another individual thought there should be a “no relocation” option.
- It was suggested that the design team be realistic about quantity of impacted orchard trees.
- It was suggested there may not be enough room to accommodate all programs.
- Butcher House is part of history. It belongs in Orchard Heritage Park.
- Orchard needs to be certain size to be economically viable. Removing trees pushes orchard closer towards not being viable.
- Locate Butcher House where maintenance building is currently located.
- Consider parking lot as location for the Butcher House.
- Can Butcher House go somewhere else in the City? Has that scenario been considered?
- A community member inquired how the Butcher house would be transported to each park location depicted on concepts. Would the act of transporting the house remove trees in certain locations where trees don’t otherwise seem impacted?
- One community member wanted to find out how to voice their concerns over placing the Butcher House at Orchard Heritage Park. BF responded that there will be future meetings including a Council meeting to provide input.
- Question was asked whether the maintenance area foot print can be reduced to save on space.
- Question was asked whether the City benefits from having Butcher House? Consider needs of broader community.
- Consider placing the house at Las Palmas Park for use as a recreation center.
- Butcher House redundant with museum. Have something to honor working class from that era instead.
- A few community members asked to see what the interior of the

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #1**

Date of Meeting: Thursday September 17, 2015 7:00 pm – 8:30 pm

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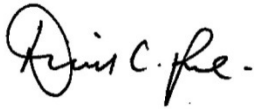
home looks like.

- Question was asked whether there's time pressure to resolve Butcher House issue.
- Restrooms at multi-purpose building are often vandalized and closed. Consider ways to solve that issue.
- Can maintenance area be broken up? Buildings broken up by use, smaller buildings spread around the site.

-END-

The information above is Callander Associates' understanding of items discussed and decisions reached at the meeting. Callander Associates is proceeding with the project based on this understanding. If you have any questions, additions, or corrections to this memo, please contact this office in writing within three days.

Submitted by:



Dave Rubin, Project Manager, Callander Associates

cc: All attendees

Attachments:

1. Sign-in sheets, dated September 17, four pages
2. Comment cards received at meeting (9/17/15)
3. Email correspondence received at pubworks@sunnyvale.ca.gov between 9/9/15 and 9/24/15



Via E-Mail Only

November 12, 2015

Meeting Summary

Orchard Heritage Park Project

RE: Community Meeting #2

Date of Meeting: Thursday October 29th, 2015, 7:00 pm – 8:30 pm, Sunnyvale Community Center

Attendees:

City of Sunnyvale:

Nate Scribner (NS), nscribner@sunnyvale.ca.gov

Jim Stark (JS), jstark@sunnyvale.ca.gov

Callander Associates:

Brian Fletcher (BF), bfletcher@callanderassociates.com

Tristan Williamson (TW), twilliamson@callanderassociates.com

Community:

See Sign In Sheets (attached)

The following information was discussed during the meeting and/or received via comment cards or email correspondence directed to pubworks@sunnyvale.ca.org.

item

Orchard Heritage Park Community Comments

- It was suggested that the maintenance building will be more of a landscape type of project, not a construction project. Examples such as a landscaped screening wall and exterior landscape of the building were given.
- It was inquired about the Butcher House being in a parking lot location.

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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- Community member suggested consulting with the Historical Society on the 3 presented concepts and getting their feedback.
- Community member inquired about the treatment of the driveway in Concept B. Can the orchard be restored?
- Community member inquired about providing access to farm equipment.
- Inquiry on the historical significance of the Butcher House.
- Community member inquired about the number of trees that are to be lost with each concept.
- Community inquired about the possibility of a different location for the Butcher House and whether or not it will be open to the public.
- Community member inquired about alternatives to liquidambar for the Interpretive Pathway, is there another SPP?

- Community member was concerned about ability to voice their preferences and opinions on the project (see comment card).
- Community member inquired about the location of restrooms in the proposed play area.
- Community member suggested alternate location of play area of the Driveway by the Barn.
- Between the three concepts, what is the number of outdoor spaces in each? This is important, especially for accommodating events.
- Community member voiced their goals for the security fence. Must be secure, visually appealing, thematic, and open.
- Community member inquired about the danger of farm equipment on site, especially toward children.
- Community member said that the Gazebo has many benefits and they can foresee ability but can they see an equivalent idea in the other concepts?
- Can the proposed play structure be included in Concept C?
- Community member noted that Concept C contains a visual connection between the two structures. Creates an engagement between different environments.
- Community member asked about the need for a retaining wall. Is it to prevent flooding on site?
- Community member questioned proposed location of Gazebo in Concept C. They asked it be to the left of the fountain.
- How are the two decisions being made related and how will they be made?

- It was noted that the next step would be a parks and recreation

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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meeting.

- Community member noted “big” need for proposed playground but inquired about the hours and the security measures, need for a fence?
- It was noted that the Museum Courtyard is currently used as an informal playground, if this is a continued use there is need for shade and a restroom.
- It was noted that residents and neighbors needs to be ensured and made aware of any drawings that show trash enclosures.
- A suggested alternative location for a trash enclosure would be across from the driveway at Michelangelo Drive.
- A community member inquired about the impacts on the trees from the fence around the Butcher House shown in Concept B.
- A community member asked if there are any restrictions on future site development of orchard land that are tied to the original development of the site.
- What is the budget of entrance and relocation project, how do the 3 concepts compare, and what is the existing budget?
- A community member asked how the 3 concepts stack up in regards to the Butcher House issue.
- It was noted that the 4th Concept’s improvements are free of the Butcher House.
- A community member requested an increased focus of “living heritage” at the site.
- It was noted that the home of the orchard workers is complicated by featuring the ranch home/Butcher House.
- A community member requested that the Butcher House remain at its existing site.
- It was noted by community that concepts A and C feature all desirable elements and are a “win/win” for the site.
- It was noted that in concept B, the Butcher House is hidden behind other existing elements.

BF Comments

- Community likes the idea of a playground.
- Community did not respond to concept B.
- Noted that there is no shade at the amphitheater.
- Noted that there are no restrooms for play area.
- Concept C was also well received.
- Concepts A and C could be accessible.
- Community would like to see a concept without the Butcher House.
- A and C are most viable options.

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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- The Orchard house would complement and highlight how they lived.

Comment Cards:

Are there are any amenities or features from the other two concepts that you would like to see in your preferred concept?

- Would there be room for a gazebo in Concept A.
- Bathroom for play area?
- Gazebo, open entry to museum.
- Walkways to be able to look at farm equipment.
- Playground either here or elsewhere on community center site. No loss of apricot trees, would rather have nice playground and not Butcher House.
- Small gazebo or other back drop for a wedding (other events) pictures.
- Like the Gazebo in C, would also like the play structure but less priority, would also like plum trees near Butcher House, keep lawn in C.
- Playground idea OK in existing location, except that it seems small for the number of children in the area. Perhaps place playground in another part of the Community Center lawn areas.
- Please do not move Butcher House in Orchard Park, it's pretty open space.
- Using the old historic crates somehow, stacking in an aesthetically pleasing way as part of a display is a nice idea. Can this be included in Option 3? Option 3 is the unified layout with a center area. Please camouflage the maintenance and garbage structures.
- Play structure.
- A – like the idea of having the house with some yard visible.
- B – having the house in the back area gives event planners more privacy depending when parties are allowed to start – so will the public still be allowed throughout the rest of the park?
- Play area should be added to C, in the area next to the purple shrubs.
- Like the idea of living exhibit to show and playground. Also shadow walkway is what residents want there, open area for concept C.
- Gazebo and play area in Concept C.
- Playground and Gazebo.
- I would like to see the maintenance building and trash enclosure placed in a landscaped berm. There is a way to design the building and landscape so that these elements are actually pleasant and interesting.

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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- Multiple community members stated preference to have a way to vote against Concept B rather than having to give it a rank at all.
- Multiple community members state that a play area is needed in concept A.
- Preference for Concept B based on the turf area being continuous, not divided up as in other concepts.
- Preference for an option showing to Butcher House rotated 90 degrees clockwise with the front being roughly 20' from the multipurpose building.

Are there are any amenities and features in your preferred concept that you would like not to include?

- Do not remove any trees.
- No play area in concept C.
- Option C is the best use of space, leaving half of the lawn area as open space.
- Not much interest in Butcher House.
- Keep Butcher House on Butcher property down near Wolfe
- Not sold on having a playground at this site. I'd rather see space for school groups, restrooms and lunch area.
- Play area to include present old equipment and restrooms
- Play area may be more of a problem, liability.
- Option B is not preferable: more expensive to move the Butcher House in this option; Butcher House appears "hidden away" behind other buildings.
- Play area not preferable because it does not include (accessible) bathroom facilities and would appear to be outside the fenced area and generally not in a visible area.
- Move proposed play area to near the Community Center, behind the Senior Center, as an alternative to the currently-proposed site.
- No Butcher House
- Vote against including a play area and/or freestanding bathrooms.
- Playground could be fine in proposed location if restrooms can be made available; if not, multiple community members stated preference for moving play area to a location in the Community Center.
- Support for the walkway, as it improves the sight line from the parking area to the museum, but multiple community members stated it is not preferable to create an obstacle to this sight line by locating the Butcher House as shown.

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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- Preference to locate the Butcher House close to the Museum building for a number of reasons: proximity of 2 separate buildings for use in weddings and other events; multiple community members expressed concern over the increased staffing of docents potentially required by locating the Butcher House far from the Museum building.
- Playground not compatible with concepts put forth.

Do you have any other comments?

- Keep the last remaining apricot orchard in the Santa Clara Valley completely intact.
- Apricots are an important part of City and County history. Very important to the preservation of community heritage that the orchard be preserved. Future generations should be able to see the orchard first-hand.
- Orchard maintenance becomes less cost-effective with removal of trees.
- This entire project appears to be an unnecessary expense for the City and its taxpayers.
- Effort is being driven by desire to move maintenance building; if this must happen, proposed location should not affect orchard or operations.
- Potential model for a period-correct park: Mission San Juan Bautista. Unadorned, emphasis on history.
- Potential improvements to maintenance building design:
- Keep current location, but new building could match orchard barn structure so that it adds on to the “current cloistered sanctuary feeling.” Maintenance building could be pulled back more into the parking area, opening up more space for amenities within the existing courtyard.
- Inquiry about organizing to prevent any development on the orchard land.
- Multiple community members recommend adding more parks in Sunnyvale.
- Feelings of sadness in seeing orchards disappear with buildings being put in their place.
- Preference to move the Butcher House to the old Murphy Park on N. Sunnyvale Ave.
- Multiple community members stated they do not want the trash enclosures to be located near the homes, where currently proposed, and one states they should not have to look at the back of trash enclosure and maintenance building from their home on Michelangelo Drive.

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

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- Suggested alternative location for trash enclosures: behind theatre or gym.
- Suggested alternative location for maintenance building: west of the Barn (where temporary tents are).
- Support for the Entry Plaza going straight into the museum entrance.
- Proposed open turf area should be moved to in front of the Butcher House, leaving the potential for a larger open turf area in case the Butcher House does not end up on this site.
- Additional benches needed to accommodate group visits to the museum/student field trips.
- The museum should be open more often, or else the potential play and garden areas should be open at all times so that it will be open to students at the community center classes and to the general public.
- A play area should be located close to the community center.
- Multiple community members expressed the desire to remove any intervention that would involve any change to the orchard's current state.
- Preference for the location of the Butcher House in Concept B due to: proximity to Museum buildings, orchard and walkway to Senior Center, effectively telling the "story" of Sunnyvale's history.
- The new entrance will be welcoming to all.
- The loss of "8 to 9" trees will not "destroy" the orchard, and is a sacrifice in order to preserve Sunnyvale history.
- Children's play area is not preferable as it does not tie into presenting history.
- Support for the wide entry through historic gates.
- Support for an exhibit with interpretive panels on the farm machinery.
- There is a need for a covered walkway between the Butcher House and the Museum (as noted by the Historical Society). Potential location: along the multi-use building.
- Suggest recreating the front porch the Butcher House historically had, which was "rounded out in front of the door, and extended to each side of the front of the house."
- Cutting down trees to make way for the Butcher House is unacceptable, as the apricot orchard is the last one left in the South Bay and is too small for proposed reduction.
- Replacement of trees is something that already happens in the orchard, and so the replacement of a swath of trees in the case of the driveway behind the museum building is acceptable. Potential

Meeting Summary**Orchard Heritage Park Project****RE: Community Meeting #2**

Date of Meeting: Thursday October 29, 2015 7:00 pm – 8:30 pm

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to relocate trees from the proposed Butcher House location (Option B) to areas where farm equipment is currently stored.

- Staff and council ought to go back and look at original proposal.
- Continue to preserve orchard and as much our heritage as possible.
- Preference to leave the Butcher House where it is.
- Preference not to alter the orchard at all, or to buy it and convert it to a park.
- Try to preserve as much open space in front of museum and Butcher House for events.
- The more open space, the better. Need to provide the public with greater amount of time of notice before the date of the community meeting.
- I really love the orchard
- I'm still unconvinced about the value of the Butcher House. If we don't have to keep it, I like the layout of B-less the Butcher House.
- Butcher House's historic value is questionable.
- Disagreement with the removal of trees from the orchard for environmental reasons (mitigating air pollution caused by increased traffic).
- Support for the Museum and orchard the way they are now, no support for the addition of another building that will not add value to the site.
- Agree with the gentleman who implied that the Historical Society somehow has more influence on whether or not the Butcher House is appropriate for this property. There really has been little or no discussion about whether this relocation is not usable. It's sort of "Fait accompli"
- Many people enter the Community Center through Michelangelo from the South(walking). Need to keep a cut through.
- It would be nice to include play area. Shaded trellis and trees also good.
- Great job by the consultant and staff for running a great meeting.
- Put less emphasis on weddings, more on play structures.
- Wherever you put the house, will it have a covered open area for receptions; as I see nothing on the plans on any drawings? Like the Los Altos museum has an outside area ready to have any event out there.
- Great idea to show the farming equipment in a more informative way
- C might make the most sense in both the visual and the information
- Add play yard in concept C. Beside the Butcher House.

Meeting Summary

Orchard Heritage Park Project

RE: Community Meeting #2

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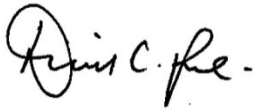
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- Great concepts! Pathway to senior center and community center is needed.
- Has any thought been considered to develop Butcher corner around the theme of the Butcher home?
- A gazebo is a distraction. I don't think this feature is needed.
- Excellent presentation. Listened well from meeting #1
- Did not like the option of not having a fourth option that did not relocate the Butcher House

-END-

The information above is Callander Associates' understanding of items discussed and decisions reached at the meeting. Callander Associates is proceeding with the project based on this understanding. If you have any questions, additions, or corrections to this memo, please contact this office in writing within three days.

Submitted by:

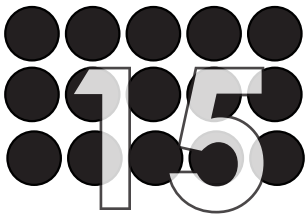
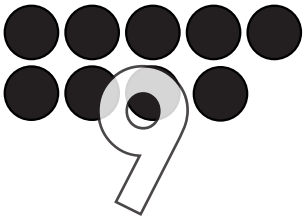

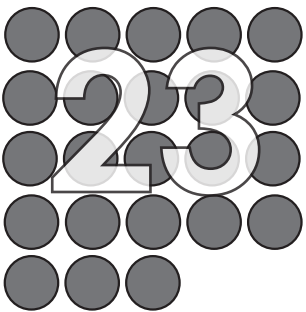

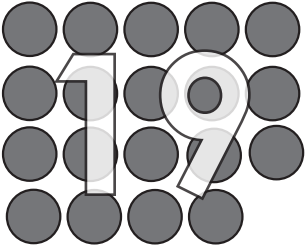
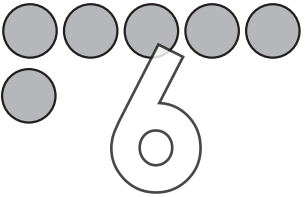
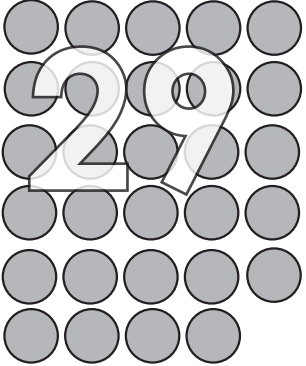

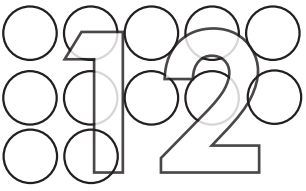
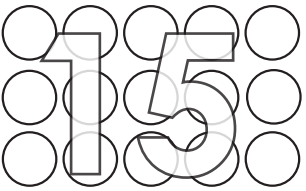
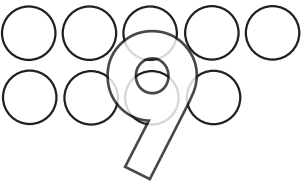
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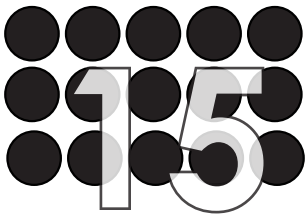
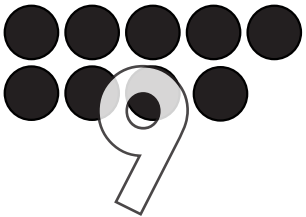

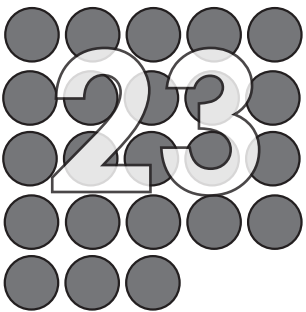

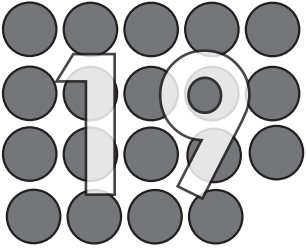
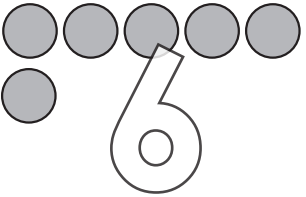
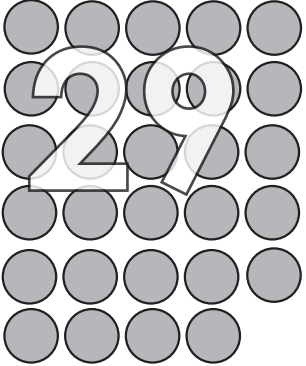
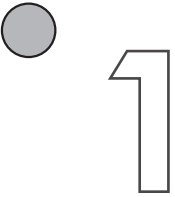
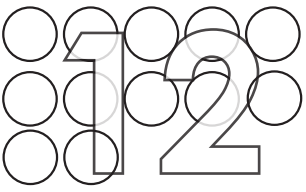
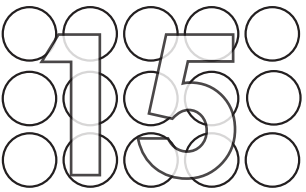
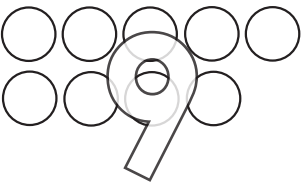
Dave Rubin, Project Manager, Callander Associates

cc: All attendees

Attachments:

1. Sign-in sheets, dated October 29, four pages
2. Comment cards received at meeting (10/29/15)

	CONCEPT A	CONCEPT B	CONCEPT C
first place votes			
second place votes			
third place votes			
did not include in rank			
total	56	56	56

	CONCEPT A House in Exist. Grass Area	CONCEPT B House adjacent to Museum	CONCEPT C House Diagonal in Grass
first place votes			
second place votes			
third place votes			
did not include in rank			
total	56	56	56









Sunnyvale Historical Society and Museum Association

P.O. Box 2187 Sunnyvale, California 94087-0187

www.heritageparkmuseum.org • 408.749.0220

December 15, 2015

Honorable Mayor, Vice Mayor, and Council Members,

The Sunnyvale Historical Society is excited to reach this milestone with the City of Sunnyvale. Our 8-year dream of opening up the visual entrance to the museum by removing the maintenance building, shed and dumpsters is almost here. We will no longer be called the “hidden” museum. Our second dream has always been to move a historic house to this site to serve as an addition/annex to the museum. As part of this project, The Sunnyvale Historical Society has requested to move the 1912 Butcher’s Family house, and therefore saving the first historic structure of its kind in Sunnyvale. In order to preserve this history, a retaining wall will also need to be built to protect our special collection from floodwaters draining from the orchard.

When we proposed the original museum project back in 2001, we planned on building a museum at Murphy Park, home of the original Murphy Bayview Ranch. Both Staff and Council requested us to build it at Heritage Park as OHPIE was already there, the Heritage Orchard was already there, Bianchi Barn was planned there, and most of all, it had lots of room for expansion as the years went on. Now we are 14 years later, four City Managers later, and eleven council members later and we find our growth is restricted to a fence line that was designed to contain an arboretum in 1971, not a Heritage Park. This entire site is Heritage Park, not a small fenced in portion, plus a publicly owned but privately run orchard. It is important that the house is sited as requested so visitors can easily be taken on a docent led tour of the museum and seamlessly continue through the house maintaining the same number of volunteer staff currently used. All tours will begin and end at the museum front door.

The Historical Society has worked closely with the City to achieve a number of historical projects:

- In 1994, we worked closely with the City of Sunnyvale to **save the City-owned Apricot Orchard property**, and preserve it as the last agricultural orchard in Sunnyvale. After much lobbying, the City finally designated the Sunnyvale Heritage Park Orchard as a City Park.
- In 2001, we worked to develop and build the **Orchard Heritage Park Interpretive Exhibit [OHPIE]** at Sunnyvale Heritage Park to celebrate and preserve the area’s agricultural history.
- In 2003, we worked to **preserve the Bianchi Barn**. This public/private project is where the Historical Society orchestrated the moving of the historic barn to the Heritage Park site and preserving it.
- In 2006, the Society raised all funds to build the **Sunnyvale Heritage Park Museum** to preserve Sunnyvale History (**after not being able to save the Murphy House in the 1960s**). The museum opened in 2008. It remains open to the public free of charge and is solely maintained by the Society.
- In 2012, we raised all funding to **rehab the old park building** on the site and continue to maintain it as well. This aging building became the storage facility for preserving our vast collection of historic treasures that are currently not on display at the museum.

As many know, we are rapidly losing all of our old farmhouses. The Butcher house happens to be a classic orchard ranch house and a historical treasure to be saved. It was built on the Butcher Orchard in 1912, the year the City of Sunnyvale was incorporated, and was a very expensive house for its time.

Please support our efforts to save this historic house and move it next to the Sunnyvale Heritage Park Museum.

Leslie Lawton, President

Laura Babcock, Director





City of Sunnyvale

Agenda Item

15-1095

Agenda Date: 2/10/2016

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Agreement Renewal with Sustainable Community Gardens for Property Located at 433 Charles Street

BACKGROUND

On January 10, 2006, City Council reviewed Report to Council No. 06-013, "Explore Locations for Community Gardens and Special Agreement with Sustainable Community Gardens" (Attachment 1). The report noted the positive aspects of community gardening and a positive relationship growing with a local gardening group, Sustainable Community Gardens (SCG). The City and SCG entered into a five-year agreement whereby the City provided the exclusive use of 433 Charles Street (Attachment 2 - Location Map) for the purpose of community gardening, and SCG was responsible for the design, construction, operation and maintenance of the community gardens. City Council renewed the Agreement in Report to Council No. 10-324 on December 14, 2010 for an additional five years and Attachment 3, Fiscal Year 2014 Charles Street Gardens Report, details how the requirements of the agreement have been met. The current five-year agreement expired on January 30, 2016. The proposed agreement is for one-year with yearly extensions negotiated by the City Manager.

The City Council is scheduled to consider this item on March 15, 2016.

EXISTING POLICY

Open Space and Recreation Sub-element - Policy 2.2.A.8. 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 land-banking.

2.2.B.6. Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

2.2.B.1. Design programs to meet the needs of residents, allowing for nonresident participation as long as it does not take away from opportunities or resources for residents.

2.2.C.2. Support public and private efforts in and around Sunnyvale to acquire, develop and maintain open space and recreation facilities and services for public use.

Community Engagement Sub-Element - Policy B.1 - Encourage community involvement in the development and implementation of City and community activities, programs and services.

ENVIRONMENTAL REVIEW

The renewal of the existing agreement is not a project under section 15378 of the California Environmental Quality Act (CEQA), because it will not result in a physical change to the environment.

DISCUSSION

Sustainable Community Gardens (SCG) is a group of resident gardeners interested in organic, sustainable gardening to produce high-quality fruits, flowers and vegetables while educating the community about the positive aspects of this activity. The initial five-year agreement between the City and SCG contained several requirements of the group which have been met since the agreement began on February 1, 2006. The proposed new Agreement (Attachment 4: Agreement between City of Sunnyvale and Sustainable Community Gardens) does not change these requirements in which the City provides:

- Exclusive use of a site for the purpose of community gardening;
- Free use of a park building for monthly meetings;
- Free referrals to Sustainable Community Gardens in future Recreation Activity Guides;
- Review and approval of community gardens design, layout and construction specifications;
- Review and approval of all policies, rules, regulations, etc. for the operations of the community gardens, including garden plot assignment practices;
- Access to utilities at the site.

Consistent with the current agreement, Sustainable Community Gardens will continue to provide:

- All services associated with the operation and maintenance of the Charles Street Community Garden;
- Direct payment to Finance, Utilities Division, for utility consumption at the site;
- Plans and design specifications for review by City;
- Non-profit community gardening services;
- Notice to gardeners of the one-year term of the agreement noting the specific date of termination;
- One copy of all garden plot assignment policies, by-laws, operating manuals, rules, regulations, etc. as approved by the Director of Community Services; and,
- A yearly report that notes the number of plots in use, total numbers of gardeners participating for the previous year, their age groups, neighborhoods of residence, and the hours of educational instruction provided for the community.

The current proposed agreement is for one year with yearly extensions negotiated by the City Manager, as this gives maximum flexibility as part of the Civic Center masterplan process.

FISCAL IMPACT

There is no fiscal impact to renew the current agreement with Sustainable Community Gardens on a one year extension. However, a potential fiscal impact that was noted in the report in 2006 and still applies today is that an opportunity cost is created by having the Community Gardens on City-owned parcels that could be available for other uses including revenue generation through sale. This opportunity cost was estimated to be \$6,700,000 in 2006.

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. Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for one year and authorize the City Manager to enter into yearly renewals of the agreement on behalf of the City.
2. Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens with modifications as determined by Council, and authorize the City Manager to enter into the agreement on behalf of the City.
3. Do not approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens.

RECOMMENDATION

Recommend to Council Alternative 1: Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for one year and authorize the City Manager to enter into yearly renewals of the agreement on behalf of the City.

The working relationship between the City and the Sustainable Community Gardens group, as well as the on-going programming and maintenance of the Charles Street Gardens, has progressed very smoothly since the gardens first opened in the fall of 2006. The gardens provide garden plots to Sunnyvale residents, and also provide a venue for educational classes that are open to all residents.

Prepared by: James Stark, Superintendent of Parks and Golf

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Anne Cain, Interim Director, Library and Community Services

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement RTC between City of Sunnyvale and Sustainable Community Gardens
2. Location Map
3. Fiscal Year 2014 Charles Street Gardens Report
4. Renewal Agreement between City of Sunnyvale and Sustainable Community Gardens



January 10, 2006

SUBJECT: Explore Locations for Community Gardens and Special Agreement with Sustainable Community Gardens

REPORT IN BRIEF

This report is provided in follow up to Report to Council No. 05-077 reviewed by City Council on March 22, 2005. That evening, Council received substantial public input and directed staff to further explore the possibility of an agreement with Sustainable Gardening Group (now Sustainable Community Gardens) for the development of community gardens on City property under the assumption that capital and operating costs will not be the City's responsibility, examine performance measures to determine the future success of community gardens and ensure that gardeners are notified of the term of the agreement (five years). Please see Attachment A, Draft Agreement for the Development, Operation and Maintenance of Community Gardens.

Council also directed staff to explore further with residents and affected neighborhoods three separate locations that were potential sites for community gardens. The locations were City-owned parcels between Mathilda Avenue and Charles Street; the John W. Christian Greenbelt near Manzano Way; and, a City-owned parcel along Charles Street north of 505 West Olive Avenue. Please see Attachments B, C and D vicinity and parcel maps of these sites. Staff has met with the community and gathered input regarding the three potential locations.

Regarding the potential site located along Charles Street north of W. Olive Avenue, Council noted that any use of this parcel for community gardens would be limited to a five-year period to ensure that the future use and alternate options of uses of this parcel would be reconsidered by City Council after the five-year period. This limitation was provided in consideration of fiscal constraints and the immediate need to reduce expenditures or increase revenues for existing City programs and services. The City fiscal climate remains of concern and the City Manager continues to examine options to close a Citywide structural imbalance. At the time of writing this report, the structural imbalance was approximately \$1,800,000 yearly. However, in November 2005, residents approved increases to the Business License Tax and the Occupancy Tax for Hotels/Motels. The added revenue from these sources will reduce the imbalance significantly but not eliminate the imbalance

entirely. More detailed information on this topic will become available as staff addresses this topic in the coming months.

One strategy to reduce the structural imbalance would consider liquidating some of the City-owned parcels throughout the City, including those along Charles St. to provide one-time resources or on-going revenue in the form of interest income. In this regard, the 505 W. Olive/Charles Street parcel was part of a larger parcel purchased approximately five years ago for \$70 per square foot. The 1.8 acre portion being considered for gardens was valued at approximately \$5,500,000 at that time. The current value and opportunity for sale is conservatively in the neighborhood of \$6,700,000.

Similarly, the parcels located between Mathilda Ave. and Charles St. could be considered for liquidation, development or other purposes. These parcels were purchased with an intention of consolidation and construction that would enhance efforts of developing the Sunnyvale downtown. While these parcels are too small and disconnected to provide a community gardens site, the current value and opportunity for sale is conservatively estimated at approximately \$3,000,000.

The City does not own the John W. Christian Greenbelt property but manages it through a revocable permit (P-3697) with the San Francisco Public Utilities Commission (SFPUC). Staff has contacted SFPUC to ascertain whether any adjustments or changes might be required to place community gardens at this location. On November 3, 2005, SFPUC provided a modification to the existing Use Permit P-3697 to specifically include the activities of community gardening. Please see Attachment E, staff correspondence with SFPUC regarding Use Permit P-3697.

Regardless of which site may be designated for Community Gardens, it is likely that the site will become the home for Community Gardens for a very long time to come. In efforts to note the potential for future change Council has designated a specific term for potential use of the 505 W. Olive site (five years maximum) and has directed that a termination clause be added to any proposed Agreement (180 days). However, the Gardens will become a special and successful addition to the community no matter where they are constructed. As such, any desire to relocate gardens once constructed, regardless of desirable city-wide outcomes, would be very disappointing for the gardeners and neighbors that welcome the view and activities of gardening.

Staff has met with leadership of Sustainable Community Gardens and developed a Draft Agreement for Development, Operation and Maintenance of Community Gardens in accordance with Council's Agreements with Outside Groups Policy. The agreement contains a requirement that SCG notify each gardener of the five-year term of the agreement and specify the actual

termination date within the garden plot assignment agreements. In follow up of Council's request for performance measurements, the proposed agreement contains a requirement for the group to provide yearly reports of gardener participation noting their residence by neighborhood, various age groups, hours of education instruction and the number of plots in use the previous year. This information will enable Council to determine the success of the community gardens in the coming years. Sustainable Community Gardens group strongly supports use of the Charles Street site north of 505 West Olive Avenue for community gardens and sees the John W. Christian Greenbelt site as an excellent location for a neighborhood garden site to serve Lakewood Village Neighborhood.

In light of current fiscal constraints that may determine the need to sell City properties and the opportunities costs previously identified for the parcels along Charles Street (Mathilda/Charles parcels \$3,000,000 and Charles/Olive parcel \$6,700,000) staff recommends that Council approve the Agreement essentially as expressed in Attachment A and designate an approximate 1.8 acre portion of the John W. Christian Greenbelt property identified in Attachment B for use by SCG for a five-year period beginning on January 1, 2006.

The Parks and Recreation Commission reviewed this report on December 14, 2005, and recommended that Council approve Alternatives 1 and 4. The motion passed unanimously 4-0, with Commissioner Chuck absent.

1. Approve an agreement with Sustainable Community Gardens for the development, operation and maintenance of community gardens consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.
4. Designate the 1.8 acre City-owned parcel west of Charles Street and north of 505 West Olive Street as depicted in Attachment D for the exclusive use of community gardens to be developed, operated and maintained by Sustainable Community Gardens for a period of five-years with any extension of this use period only as approved by City Council.

Additionally, Commissioners recommended adding language to be placed into the draft proposed agreement (Attachment A) regarding the notice of the time span of the proposed agreement as follows:

Current statement in Attachment A, Draft Agreement page 3, paragraph 6:

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify the

termination date of this Community Gardens Agreement as approved by City Council.

Commissioner's recommended statement for Attachment A, Draft Agreement page 3, paragraph 6; *Italicized* wording is recommended by Commissioners:

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify the termination date of this Community Gardens Agreement as approved by City Council *as well as the possibility of termination by either party with 180 days notice.*

BACKGROUND

On March 22, 2005, City Council reviewed Report to Council No. 05-077, Consideration of Community Gardens and Possible Locations. This report noted the positive aspects of community gardening, grants that had been approved and received in the amount of \$40,000 for developing community gardens from the Satterberg Foundation, a non-profit philanthropic organization and provided several possible locations that could be explored should Council determine to provide community gardening for Sunnyvale. Additionally, this report noted the positive relationship growing with a local gardening group, Sustainable Gardening (now Sustainable Community Gardens) and sought direction from Council for a potential special agreement for development, operation and maintenance of community gardens on City property in Sunnyvale.

Upon review of this report and significant public input, City Council directed staff to:

- Explore the possibility of an agreement with Sustainable Gardening (now Sustainable Community Gardens) for the development of community gardens on City property under the assumption that capital and operating costs will not be the City's responsibility.
- Examine possible performance measures such as participants by age groups (youth and seniors) and by location of residence to ensure service to a broad spectrum of the City.
- Ensure that gardeners are notified regarding the five-year term limit of the agreement and of the specific date that the agreement would terminate without additional Council action(s).
- Ensure that the agreement contains a termination clause that provides ample time and opportunities for gardeners to harvest planted crops if the City requires other use of the garden site and must terminate the agreement.

- Further explore with residents and the affected neighborhood the possible development of community gardens on a portion of the John W. Christian Greenbelt just west of Manzano Way.
- Further explore with residents and the affected neighborhood the possible development of community gardens on City-owned parcels between Mathilda Avenue and Charles Street, south of McKinley Avenue and north of Iowa Avenue.
- Further explore with residents and the affected neighborhood the possible development of community gardens on a 1.8 acre City-owned parcel on Charles Street north of 505 West Olive Avenue. Regarding this site, Council further directed that any use of this parcel for community gardens would be limited to a five-year period to ensure that the future use and alternate options of uses of this parcel would be reconsidered by City Council at that time.

This report describes that exploration and seeks Council action regarding the next steps for community gardens in Sunnyvale.

EXISTING POLICY

From the Open Space Sub-element:

Goal A: Manage a comprehensive open space program that is responsive to public need, delivers high quality customer service and exemplifies the city's commitment to leadership in environmental affairs.

Policy A.1: Encourage active citizen involvement in the development and management of open space.

Action Statements:

A.1.a. Provide opportunities for public participation in planning the development and management of open space.

A.1.d. Investigate and pursue avenues for citizen involvement in the implementation of open space programs, such as landscape plantings and park beautification activities.

Goal B: Acquire and develop open space identified as high priority through land dedication or purchase.

Policy B.4: Identify revenue sources and increase revenues, where possible, which can be allocated to parks and open space operating budgets and capital improvements.

Action Statements:

B.4.c. Encourage contributions, grants and loans for open space acquisition and development through the community and other foundations, civic organizations, and individuals.

Goal C: Maintain a system of parks that assures all residents, workers and visitors access to recreational opportunities by providing neighborhood parks, athletic/play fields and special use facilities.

C.1.e. Consider acquisition or lease of sites to assure that accessible open space is maintained in each existing neighborhood and provided to any new neighborhoods.

Policy C.4: Provide, develop and maintain Special Use Parks and Facilities.

Action Statements:

C.4.c. Provide for a balance between general recreation uses and special interest uses in parks and facilities.

C.4.e. Consider the designation, development and management of an Orchard Heritage Park at the Community Center site consistent with an overall plan and in cooperation with the Sunnyvale Historical Society.

DISCUSSION

As noted above, Council requested that staff further explore several aspects of the topic of community gardens including a potential agreement to develop, operate and maintain gardens and three potential locations for community gardens in Sunnyvale. Staff provides this information as follows.

Explore an Agreement with Sustainable Community Gardens

Staff has pursued a written agreement with Sustainable Community Gardens (SCG) in accordance with Council's Agreements with Outside Groups Policy and consistent with direction received from City Council on March 22, 2005. SCG is a group of resident gardeners interested in organic, sustainable gardening to produce high-quality fruits, flowers and vegetables while educating the community of the positive aspects of this activity. Staff and representatives of SCG have met numerous times throughout the seven months time period and have completed a draft agreement for Council's review. Please see Attachment A, Draft Agreement between the City and Sustainable Community Gardens for the Development, Operation and Ongoing Maintenance of Community Gardens. Through this agreement, the City would provide:

- Exclusive use of a site for the purpose of community gardening;
- Free use of a park building for monthly meetings;
- Free referrals to Sustainable Community Gardens in future Recreation Activity Guides;
- Review and approval of community gardens design, layout and construction specifications;

- Review and approval of all policies, rules, regulations, etc. for the operations of the community gardens, including garden plot assignment practices;
- Disbursement of funds granted to the City for community gardens by the Satterburg Foundation for the development and construction of community gardens (Grant funds may not be used for operational expenses.); and,
- Access to utilities at the site.

Consistent with the draft agreement, Sustainable Community Gardens would provide:

- The design, build, operation and maintenance of community gardens at the Council approved location;
- Payments to the City to offset utility costs in the form of \$2,200 annually or direct payment to Finance, Utilities Division, for actual utility consumption at the site;
- Plans and design specifications for review by City;
- Non-profit community gardening services;
- Notice to gardeners of the five-year term of the agreement noting the specific date of termination;
- One copy of all garden plot assignment policies, by-laws, operating manuals, rules, regulations, etc. as approved by the Director of Parks and Recreation; and,
- A yearly report that notes the number of plots in use, total numbers of gardeners participating for the previous year, their age groups, neighborhoods of residence and the hours of educational instruction provided for the community.

The site would allow approximately 25% of the garden plots for Senior Center gardening (minimum of 15 plots) and 75% of available plots for the general community gardeners. Only residents, as primary gardeners, would be assigned garden plots. Non-resident gardeners, whether senior or not, would be allowed to assist resident gardeners but would not be assigned a garden plot.

Sustainable Community Gardens would comply with all laws and regulations including those related to growing only legal crops and would not grow marijuana (*Cannabis s.*) in any case. They would provide a year-end report including the number of plots in use, total number of participants, number of hours of educational instruction, and the numbers of resident, non-resident, senior, youth, and low-income residents served for the previous year. This information will be useful for City Council in determining the success of SCG in

serving the community through operation of the community gardens in the coming years.

Explore three locations for potential sites of community gardens

On March 22, 2005, Council directed staff to explore, with neighbors and the affected community, three separate sites as possible alternatives for location of community gardens. The sites were:

1. City-owned parcels bounded by Mathilda Avenue to the east, Charles Street to the west, Iowa Avenue to the south and McKinley Street to the north.
2. The John W. Christian Greenbelt near Manzano Way.
3. City-owned parcel west of Charles Street and north of 505 West Olive Street.

John W. Christian Greenbelt near Manzano Way

The eastern end of the John W. Christian Greenbelt near Manzano Way is a possible location for a community garden. Please see Attachment B, vicinity and parcel maps of this location. This area is far greater in size than the other parcels under consideration. A 1.8 acre portion of this parcel (similar in size to Charles and Olive location) would be reasonable for community gardens while retaining current transportation, recreation and leisure uses of the pathway. Although this location would provide a large number of residents of north Sunnyvale a garden easily accessible by walking or biking, it is not actually owned and under the complete control of the City. That is, this parcel is owned by the San Francisco Public Utilities Commission (SFPUC) and is a portion of the Hetch-Hetchy water system. As such, the City has developed and maintains a landscaped walking/bicycling path for public use under a special, revocable permit issued by the SFPUC (Permit P-3697).

A review of Attachment E, staff correspondence with SFPUC regarding Permit P-3697, notes that community gardening has been specifically included as an allowed use at this location.

Staff received mixed comments from attendees of public input meetings regarding this site. All attendees appreciated the concepts of community gardening, organic gardening and the positive social and recreational benefits of gardening. Some attendees expressed concern that the beautiful landscapes currently in place along the John W. Christian Greenbelt might be exchanged for community gardens that might not be as well-maintained. It was acknowledged that near neighbors included single-family home sites with existing gardening opportunities and numerous mobile home communities with an absence of opportunities to garden at present. Additional input as well as a summary of information from staff follows.

Pros

- Ample space
- Large southern exposure—good for gardening
- Good size for a community garden
- Soil tests indicate quality soil for agricultural purposes
- Large numbers of mobile home and apartment residents with little room at home to garden
- Considerable numbers of low-income residents per capita
- Approved by SFPUC for community gardening purposes

Cons

- Not centrally located
- Not ideal for seniors or community members outside the neighborhoods served by JWC Greenbelt
- This area is used by neighbors on holidays, especially each Fourth of July to view nearby fireworks displays of Great America theme park.
- Requires demolition of existing aesthetically pleasing landscapes
- San Francisco Public Utilities Commission uses do not generally allow planting of trees along this right of way. This could eliminate options of planting fruit trees for use in pruning and pest control classes. However, the SFPUC will review any and all planting plans once they are developed.

Of concern is the potential for third-party interruption of use of this site as the parcel is actually owned by the San Francisco Public Utilities Commission (SFPUC) and maintained by the City through a revocable permit. The parcel is the underground home of the large water transport pipelines for the Hetch-Hetchy water system that delivers drinking water to San Francisco and cities of the peninsula. Should the pipelines require repair or maintenance, use of the parcels could be interrupted causing disruption of gardening activities. Should alternate use of the land be required, SFPUC could terminate the permit that was issued to the City of Sunnyvale, thereby ending the gardening use of the area.

Representatives of SCG see this location as an excellent spot for a neighborhood garden that could serve the north end of Sunnyvale. However, they feel that because this site is not centrally located it would not be visited by many residents from other neighborhoods.

City-Owned Parcels between Mathilda and Charles

Staff has examined the City-owned parcels located between Mathilda Avenue and Charles Street bordered by Iowa Avenue to the south and McKinley Avenue to the north. Please see Attachment C, vicinity and parcel maps of this location. A review of Attachment C indicates the lack of sufficient open space available for the use by community gardens at this location. The several parcels owned

by the City within this block contain small homes while other areas are vacant but are not connected to one another. Current value of these parcels is conservatively estimated at approximately \$3,000,000.

Staff shared the site descriptions and general overview of this location with those that attended public input meetings. Public comments were few and limited to a consensus that this would not be the best location for community gardens because of heavy traffic along Mathilda Avenue and the limited space available for gardens. Representatives of Sustainable Community Gardens shared the perspective that these parcels would not be a suitable location for community gardens. A summary of information and input follows.

Pros

- Centrally located
- Would help offset heavy development associated with downtown
- Large numbers of apartment residents with little room at home to garden
- Would help offset heavy development associated with downtown
- Would beautify vacant parcels that are unattractive at present
- Off-street parking is available at 505 W. Olive Avenue

Cons

- Small, disconnected parcels lack the size and shape suitable for community gardens
- Heavy traffic along Mathilda Avenue
- Value of land. The current value for these parcels is conservatively estimated at \$3,000,000. This is a relatively expensive price tag for community gardens, particularly when compared to other options for providing that service such as the John W. Christian greenbelt, which would essentially cost the City nothing.
- Opportunity Cost. Due the small size and shape of disconnected parcels, this City-owned land does not provide as many opportunities for alternative development as other sites under consideration, particularly the 505 W. Olive Ave/Charles St. location. Regardless of the City's financial situation, the Council may wish at a future time to further explore alternative uses for this site, including revenue generation through liquidation. But liquidation would not be possible throughout the duration of any time period agreed to for community gardening. The proposed agreement provides a five-year commitment to community gardens. The agreement does contain a clause that would allow the City to terminate the agreement with a 180-days' notice to SCG. Once established, however, community gardens will likely be very difficult to move even should that be deemed in the best public interest.

Charles Street north of 505 West Olive Avenue

This 1.8 acre parcel along the west side of Charles Street and north of 505 West Olive Avenue is currently vacant. Please see Attachment D, vicinity and parcel maps of this location. Purchased at \$70 per square foot approximately five-years ago, this property is conservatively valued at \$6,700,000 at present. There are a few low quality trees scattered about the site and a row of mature higher-quality shade trees along the south border near the parking lots for 505 W. Olive Ave. Originally purchased to provide alternatives for expansion or relocation of City Hall, the parcel has occasionally been the site of illegal dumping of household and construction debris.

During public input meetings, neighbors and attendees perspective consistently favored this site for community gardens. Speakers expressed strong support for its central location. It was also acknowledged that near neighbors included single-family home sites with existing gardening opportunities along with numerous apartments nearby with an absence of opportunities to garden at present. Additionally, comments noted the aesthetic improvement for the neighborhood by establishment of gardens in place of a vacant lot. A summary of information and input as follows.

Pros

- Ample space of 1.8 acres
- Centrally located
- Abundant parking
- Quiet, pastoral street
- Large numbers of apartment residents with little room at home to garden
- Would help offset heavy development associated with downtown
- Would beautify a vacant parcel that is unattractive at present
- Soil tests indicate quality soil for agricultural purposes
- Through beautification and fencing, could protect area from further illegal dumping

Cons

- Value of land. The City paid \$70 per square foot for this property totaling some \$5,500,000 in expense. Current value for the 1.8 acre parcel is conservatively estimated at \$85.00 per square foot for a total estimated value of \$6,700,000. This is an expensive price tag for community gardens, particularly when compared to other options for providing that service such as the John W. Christian greenbelt, which would essentially cost the City nothing.
- Opportunity Cost. Due to its size and location, and the fact that the City owns this land, this site provides more opportunities and options for alternative development or revenue generation than any other site under

consideration. Originally purchased for future expansion of the Civic Center Campus, this site has also been considered as a possible housing site for seniors and a possible expansion site for the Library. Regardless of the City's financial situation, the Council may wish at a future time to further explore alternative uses for this site, including revenue generation through liquidation. But liquidation would not be possible throughout the duration of any time period agreed to for community gardening. The proposed agreement provides a five-year commitment to community gardens. The agreement does contain a clause that would allow the City to terminate the agreement with a 180-days' notice to SCG. Once established, however, community gardens will likely be very difficult to move even should that be deemed in the best public interest. This would be true at any site, but is a more critical factor here given the opportunities and options presented by this site.

FISCAL IMPACT

There is no fiscal impact associated with approval of the agreement with Sustainable Community Gardens to develop and operate community gardens. Costs to develop and construct the community gardens would be funded through a previously approved grant proved by the Satterburg Foundation, a private philanthropic organization dedicated to supporting collaborative efforts resulting in positive community impact. Future operating costs would be provided by Sustainable Community Gardens. (Grant funds cannot be used for operating expenses.)

Two potential fiscal impacts could occur related to the Community Gardens.

- 1) An opportunity cost would be created should Council determine to place Community Gardens on City-owned parcels that currently are available for other uses including revenue generation through sale. This opportunity cost is estimated at \$3,000,000 for the Mathilda Ave./Charles St. parcels; and, \$6,700,000 for the parcel located on Charles St. north of 505 West Olive.
- 2) Should Council decide to site the Community Gardens at either of the Charles Street locations and then determine that it was necessary to use the parcel(s) for other means such as revenue generation it may be necessary and costly to relocate the community gardens to new site(s) after their construction.

CONCLUSION

Public input has consistently and strongly supported the concept of community gardening in Sunnyvale. Gardeners would appreciate and support having opportunities for community gardening regardless of which site is selected.

Parcels located between Mathilda Avenue and Charles Street are small, some contain small homes and are disjointed. Therefore, they are not well suited as community gardens sites.

The Charles Street and W. Olive Avenue parcel would be well suited for community gardens but would limit City options such as expansion of City Hall, future library site, senior housing or revenue generation through sale of that parcel during the timeline of any agreement.

Placing community gardens at any location for a short time span (five-years or less) and then relocating them to an alternate site would be more expensive and difficult than placing community gardens at a site that does not require relocations.

The John W. Christian Greenbelt site near Manzano Way would be well suited to community gardens, but it is not owned and/or solely controlled by the City.

Some neighbors have expressed concerns regarding changes to existing landscapes of the John W. Christian Greenbelt site near Manzano Way should it be converted to community gardens.

Sustainable Community Gardens strongly prefers locating community gardens at the Charles Street and W. Olive Avenue site.

PUBLIC CONTACT

Public presentations and opportunities for public input and near neighbor comments were provided at the following locations, times and dates:

- Lakewood Park – Lakewood Village Neighborhood Association meeting on Thursday evening August 11, 2005.
- Lakewood Park – Near Neighbors Meetings held Thursday August 25, 2005, at 1:30 p.m. and 7 p.m.; and, Saturday August 27, 2005, at 1:30 p.m.
- Washington Park – Near Neighbors Meetings held Wednesday August 24, 2005, at 1:30 p.m. and 7 p.m.; and, Saturday August 27, 2005, at 10:30 a.m.

Copies of this report have been provided to Josh Salans, President of Sustainable Community Gardens, the Satterberg Foundation, and the presidents of each Neighborhood Association. Notice of Commission and Council meetings regarding this report was also distributed to the “Friends of Parks and Recreation” mailing list (a list of organizations and individuals who have expressed an interest in Parks and Recreation issues).

Public contact was made through posting of the Parks and Recreation Commission and Council agendas on the City’s official notice bulletin board, posting of the agendas and report on the City’s web page, publication of the

Council agenda in the San Jose Mercury News, and the availability of the report in the City Clerk's office, Library, Parks and Recreation Administration, Community Center, and Senior Center.

ALTERNATIVES

1. Approve an agreement with Sustainable Community Gardens for the development, operation and maintenance of community gardens consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.
2. Designate an approximate 1.8 acre portion of the John W. Christian Greenbelt near Manzano Way as depicted in Attachment B for the exclusive use of community gardens to be developed, operated and maintained by Sustainable Community Gardens at essentially no cost to the City.
3. Designate City-owned parcels bounded by Mathilda Avenue to the east, Charles Street to the west, Iowa Avenue to the south and McKinley Street to the north as depicted in Attachment C for the exclusive use of community gardens to be developed, operated and maintained by Sustainable Community Gardens with a one-time opportunity cost to the City of \$3,000,000.
4. Designate the 1.8 acre City-owned parcel west of Charles Street and north of 505 West Olive Street as depicted in Attachment D for the exclusive use of community gardens to be developed, operated and maintained by Sustainable Community Gardens for a period of five-years with any extension of this use period only as approved by City Council and a one-time opportunity cost to the City of \$6,700,000.
5. Other options as determined by Council.

RECOMMENDATION

The Parks and Recreation Commission reviewed this report on December 14, 2005, and recommended that Council approve Alternatives 1 and 4. The motion passed unanimously 4-0, with Commissioner Chuck absent.

1. Approve an agreement with Sustainable Community Gardens for the development, operation and maintenance of community gardens consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.
4. Designate the 1.8 acre City-owned parcel west of Charles Street and north of 505 West Olive Street as depicted in Attachment D for the exclusive use of community gardens to be developed, operated and

maintained by Sustainable Community Gardens for a period of five-years with any extension of this use period only as approved by City Council.

Additionally, Commissioners recommended adding language to be placed into the draft proposed agreement (Attachment A) regarding the notice of the time span of the proposed Agreement as follows:

Current statement in Attachment A, Draft Agreement page 3, paragraph 6:

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify the termination date of this Community Gardens Agreement as approved by City Council.

Commissioner's recommended statement for Attachment A, Draft Agreement page 3, paragraph 6; *Italicized* additional wording is recommended by Commissioners:

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify the termination date of this Community Gardens Agreement as approved by City Council *as well as the possibility of termination by either party with 180 days notice.*

Note: Following Commission's review of the Draft Report to Council, Alternatives 2, 3 and 4 were modified to include the opportunity costs associated with each Alternative.

Staff recommends Alternatives 1 and 2.

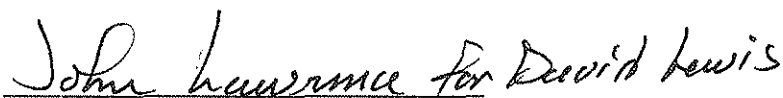
1. Approve an agreement with Sustainable Community Gardens for the development, operation and maintenance of community gardens consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.
2. Designate an approximate 1.8 acre portion of the John W. Christian Greenbelt near Manzano Way as depicted in Attachment B for the exclusive use of community gardens to be developed, operated and maintained by Sustainable Community Gardens at essentially no cost to the City.

This action would support the community's strongly expressed desire for Community Gardens in Sunnyvale and provide the best possible site among those considered. While providing immediate opportunities for Community Gardening, it would allow the City flexibility in the long-term financial planning

with opportunities to develop or liquidate any City-owned parcel(s) that could improve the City's financial position. The proposed agreement would allow Sustainable Community Gardens to demonstrate that community gardens are viable in Sunnyvale and that residents have a long-term interest in this type of gardening.

Although use of this site for community gardens would present the need to eliminate existing lawn and shrub landscapes, Sustainable Community Gardens group has expressed a strong commitment to providing gardens that are well-maintained and aesthetically pleasing for passers by. The group includes many longtime gardeners and numerous members that should be well-able to meet this commitment.


Reviewed by:



David A. Lewis Director, Parks and Recreation

Prepared by: Curtis Black, Superintendent of Parks

Approved by:



Amy Chan
City Manager

Attachments

- A. Draft Agreement for Development, Operation and Maintenance of Community Gardens
- B. Vicinity and parcel maps of John W. Christian Greenbelt near Manzano Way
- C. Vicinity and parcel maps of City-owned parcels between Mathilda Avenue and Charles Street
- D. Vicinity and parcel maps of parcel on Charles Street north of 505 West Olive Avenue
- E. Staff Correspondence with SFPUC regarding Permit P-3697

ATTACHMENT A

**Draft Agreement for Development, Operation and
Maintenance of Community Gardens**

DRAFT**AGREEMENT BETWEEN CITY OF SUNNYVALE AND SUSTAINABLE
COMMUNITY GARDENS FOR THE DEVELOPMENT, OPERATION AND
MAINTENANCE OF COMMUNITY GARDENS**

THIS AGREEMENT dated January 1, 2006 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SUSTAINABLE COMMUNITY GARDENS ("GROUP"), a non profit corporation.

WHEREAS the City desires to support independent organizations providing services beneficial to the Community; and

WHEREAS GROUP wishes to provide non-profit community gardening services which are not otherwise offered to City residents or duplicated by the City of Sunnyvale; and

WHEREAS GROUP wishes to use **(location TBD)** for that purpose at limited cost to GROUP;

WHEREAS CITY's General Plan calls for the City to "provide, develop and maintain special use parks and facilities"; to "provide for a balance between general recreation uses and special interest uses in parks and facilities"; to "provide recreation facilities that will accommodate and meet the needs and interests of special population groups"; to "provide programming which meets the needs of families and changing family structures"; to "leverage available resources by pursuing co-funded and/or cooperative agreements for both expansion and maintenance of programs, facilities, and services in order to maximize benefits to the community"; to "foster and encourage partnerships with outside groups in order to address the community's diverse recreational needs"; and to "encourage active citizen involvement in development and provision of Parks and Recreation programs, facilities, and services"

NOW THEREFORE, in accordance with The City's "Relationships with Outside Groups Policy", the CITY OF SUNNYVALE and GROUP enter into this agreement.

1. Obligations of CITY

CITY shall provide GROUP exclusive use of **(location TBD)** for the purpose of community gardening. "Community Gardening" shall be defined as:

The group activity of growing and harvesting legal plants and produce, using organic gardening practices, at various location(s) in Sunnyvale intending to provide opportunities for: learning about various aspects of the natural world including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and

sharing common gardening interests; teaching students through hands-on gardening activities and workshops; and, providing gardening plots for residents who may not have space to garden on their personal property or knowledge of organic gardening practices.

CITY shall provide GROUP free use of space in a park building for meetings and educational purposes related to community gardening once monthly for a period not to exceed four hours per use. The location of said meetings shall be at the sole discretion of the CITY, subject to availability. GROUP may reserve said use up to six months in advance.

CITY shall provide a referral to GROUP in the Department of Parks and Recreation Activity Guide under the heading of "Special Interest".

CITY shall hold, disperse, and account for monies granted to the CITY by the Satterberg Foundation for the purpose of developing community gardens in Sunnyvale in accordance with accepted City financial practices and procedures.

CITY shall review and approve design and construction plans for community gardens prior to construction.

CITY shall review and approve any and all user fees to be paid by gardeners to GROUP.

CITY shall review and approve all by-laws, policy manuals, rules, regulations, processes and procedures GROUP uses in connection with assignment of garden plots, operation and maintenance of the Community Gardens.

CITY shall pay all water and electric bills associated with use of utilities by GROUP for community gardening at **(location TBD)**

2. Obligations of GROUP

GROUP shall be responsible for all aspects of designing, building, operating and maintaining the community gardens located at **(location TBD)**

GROUP shall compensate CITY for irrigation costs by either:

- a) Paying CITY \$2,200 annually, which shall be due in equal installments of \$183.33 per month commencing with the first day of the first full month following the completion of the Community Gardens construction. This amount is due each year for exclusive use of **(location TBD)**. The monthly amount will be adjusted each year by the CITY, not to exceed the percentage change of the *(cost of water as approved by City Council)*. The new monthly amount will be in effect beginning on the first month following the GROUP's notification of the CITY approved fee increase. Or;

- b) Providing a metered connection for water and paying the irrigation water costs directly to the City of Sunnyvale, Utilities Division.

GROUP shall not demolish any structure, grade facilities, or construct any amenity without first having obtained the approval of CITY, shall be required to apply for all appropriate permits and shall be responsible for paying all related fees.

GROUP shall maintain the approved location for the express purpose of Community Gardens.

GROUP shall assign approximately 25% of gardening plots for primary use by the Sunnyvale Senior Center Gardeners. For the purpose of this Agreement, Sunnyvale Senior Center Gardeners are those gardeners that are members of the Sunnyvale Senior Center and residents of the Sunnyvale. Non-resident Sunnyvale Senior Center members may assist primary gardeners but may not have a garden plot assigned for their primary use. In any case, a minimum of fifteen, (15) garden plots approximately 64 square feet in size each shall be reserved for the Sunnyvale Senior Center Gardeners.

Group shall assign approximately 75% of the gardening plots for primary use by Sunnyvale resident gardeners. Non-resident gardeners may assist resident gardeners but may not have a plot assigned to their primary use. At a minimum, forty garden plots approximately 64 square feet in size each, shall be reserved for use by resident gardeners.

GROUP shall not perform community gardening services for profit. However, this does not preclude the establishment of user fees to pay for costs incurred or anticipated by GROUP in association with operation and maintenance of the community gardens. Any fees charged for this purpose are subject to review and approval by the Director of Parks and Recreation.

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify the termination date of this Community Gardens Agreement as approved by City Council.

GROUP shall provide City one copy of all by-laws, policy manuals, rules, regulations, processes and procedures it uses in connection with assignment of garden plots, operation and maintenance of the Community Gardens as approved by the Director of Parks and Recreation of the CITY.

GROUP shall assign primary responsibility for community garden plots to Sunnyvale residents only. Those living outside of Sunnyvale may assist resident gardeners but may not be assigned a garden plot.

GROUP shall recruit gardeners from among Sunnyvale residents whenever garden plots are available and no waiting list exists. Should Sunnyvale Senior Center Gardener's garden plot(s) become available, and no Sunnyvale Senior Center Gardener is on the waiting list to become a primary gardener, the plot(s) shall remain unused until a Sunnyvale Senior Center Gardener signs up for a garden plot assignment.

GROUP shall provide CITY two (2) keys to the gate of any fenced portion(s) of the Community Garden facility.

GROUP shall report participant numbers to CITY yearly on June 30 to include the number of garden plots in use, residents (including neighborhood of residence), non-residents, youths, seniors, low income and total number of gardeners and students, as well as the number of hours of educational instruction provided during the previous fiscal year.

GROUP shall provide the following services at no cost to the City:

- Provide garden plots in accordance with all associated plot assignment rules as approved by the Director of Parks and Recreation of CITY.
- Provide garden plots to Low Income Sunnyvale Residents in accordance with all associated plot assignment rules as approved by the Director of Parks and Recreation of CITY. Low Income residents will not have any higher priority in obtaining garden plots, but shall follow all approved plot assignment and distribution rules. For this purpose, "Low Income" shall be determined by using the income guidelines and definition of low income established by the Community Development Block Grant program (CDGB).
- Provide and teach organic gardening principles classes to ensure that each gardener that participates in gardening at the Community Gardens is knowledgeable of such practices.

GROUP shall resolve concerns and complaints in accordance with methods and/or policies as approved by the Director of Parks and Recreation of CITY.

GROUP shall remove any instructor or gardener that the CITY determines is not satisfactory for whatever reason.

GROUP shall access, spend, and account for monies granted by the Satterberg Foundation for the purpose of developing community gardens in Sunnyvale and establish a system of financial practices and procedures as approved by the CITY, Director of Finance.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement GROUP shall not accept employment or an obligation which is inconsistent or incompatible with GROUP'S obligations under this Agreement.

4. Compliance with Laws

GROUP shall not discriminate against any gardener, visitor, employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin, or any other basis to the extent prohibited by federal, state or local law.

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement including, but not limited to, not growing any plant materials that are illegal to grow under state or federal law. In particular, the growing of *Cannabis sativa* (marijuana) is prohibited whether or not such activity may be lawful for medical purposes under relevant laws of the state of California. CITY shall have the right to enter, remove and confiscate plants of illegal species, including *Cannabis sativa*, without notice, and shall not be liable to the owner of such plants for any loss or damage sustained thereby.

5. Indemnity

GROUP agrees to indemnify and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of GROUP, its members, officers, employees, agents, GROUP, subgroups or any officer, agent or employee thereof in relation to GROUP'S performance under this Agreement.

6. Insurance

GROUP shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

- (a) Comprehensive General Liability Policy, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million

Dollars (\$1,000,000) Claims Single Limit (CSL). Coverage shall be on an "occurrence" basis and not a "claims made" basis; provided, however, as follows:

- (1) CITY, its Officers, agents, employees, and volunteers shall be named as an additional insured in all insurance policies;
 - (2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 5 above; and,
- (b) Worker's compensation insurance and employer's liability insurance for all employees of GROUP.
- (c) Certificates of proof of Insurance for above required policies shall be supplied each January and upon renewal, by agency that provides GROUP insurance(s) for Community Garden purposes.

7. CITY OF SUNNYVALE Representative

The Director for Parks and Recreation of CITY or such other person as may be designated by the Director shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

8. GROUP Representative

The President shall represent SUSTAINABLE COMMUNITY GARDENS in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the GROUP representative.

9. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: City Manager
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707
 (408) 730-7480

To GROUP: Josh Salans, President
Sustainable Community Gardens
752 South Mary Avenue
Sunnyvale, CA 94087
(408) 735-8166

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone e-mail or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission or an e-mail must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

10. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

11. Duration of Agreement

This Agreement shall continue from the date of execution for a period of five (5) years, unless otherwise terminated in accordance with section 12 below.

12. Termination

(a) If GROUP defaults in the performance of this Agreement, or materially breaches any of its provisions; CITY at its option may terminate this Agreement by giving written notice to GROUP.

(b) Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) days' written notice to the other party. If CITY terminates the Agreement; CITY shall endeavor to allow planted crop to mature to fruition allowing GROUP to harvest produce prior to termination of Agreement. If time is of the essence and harvest is not possible due to needs of CITY, CITY shall reimburse GROUP for expenses directly related to tree replacement and pre-harvest expenses for the year of termination where the termination occurs before the commencement of the harvest. As a condition to such reimbursement of expenses, GROUP shall furnish to CITY annually a financial audit of operations under this Agreement.

13. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

14. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
City Manager Date

APPROVED AS TO FORM:

GROUP

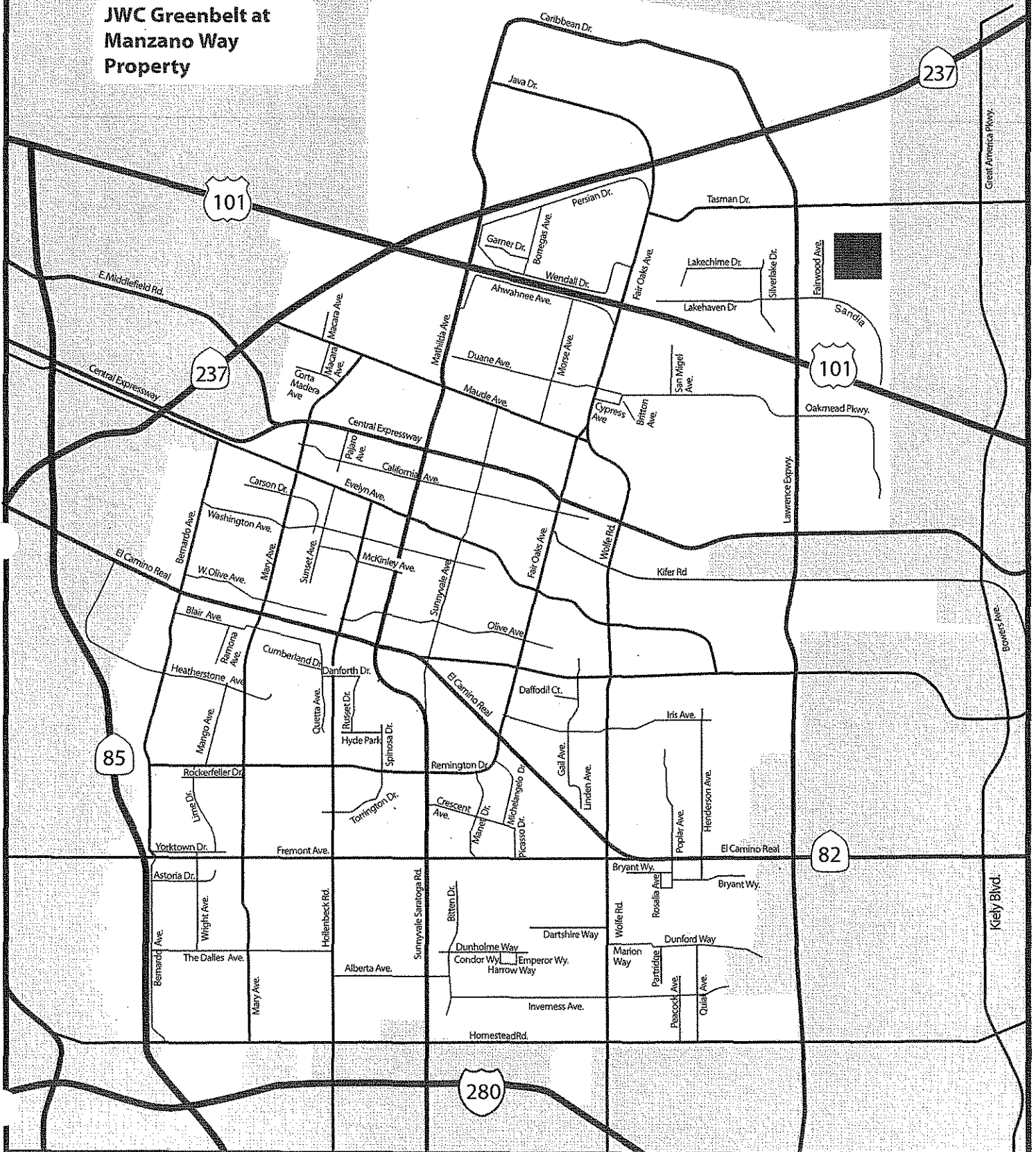
City Attorney

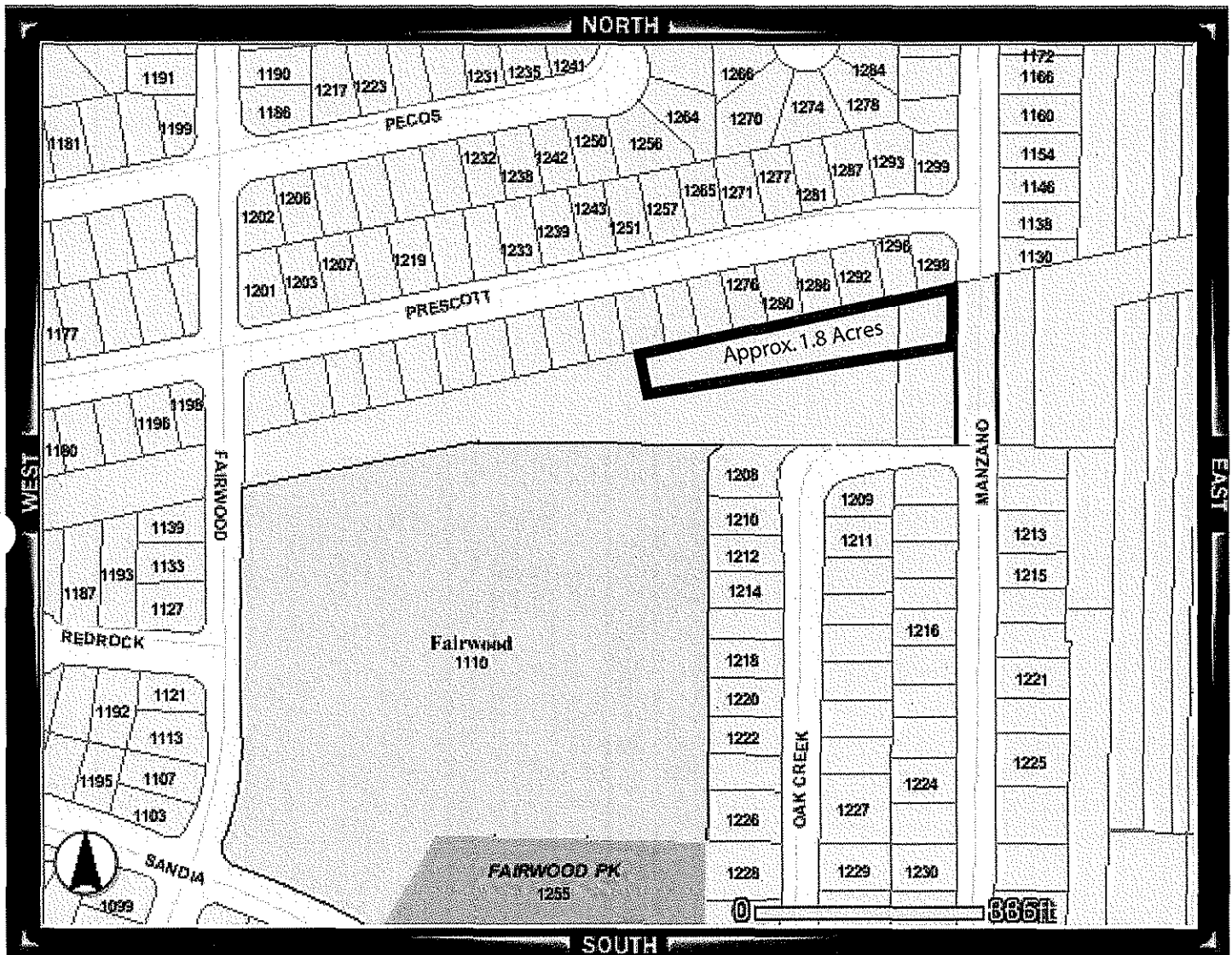
By _____
Josh Salans
President, GROUP Date

ATTACHMENT B

**Vicinity and parcel maps of John W. Christian Greenbelt
near Manzano Way**

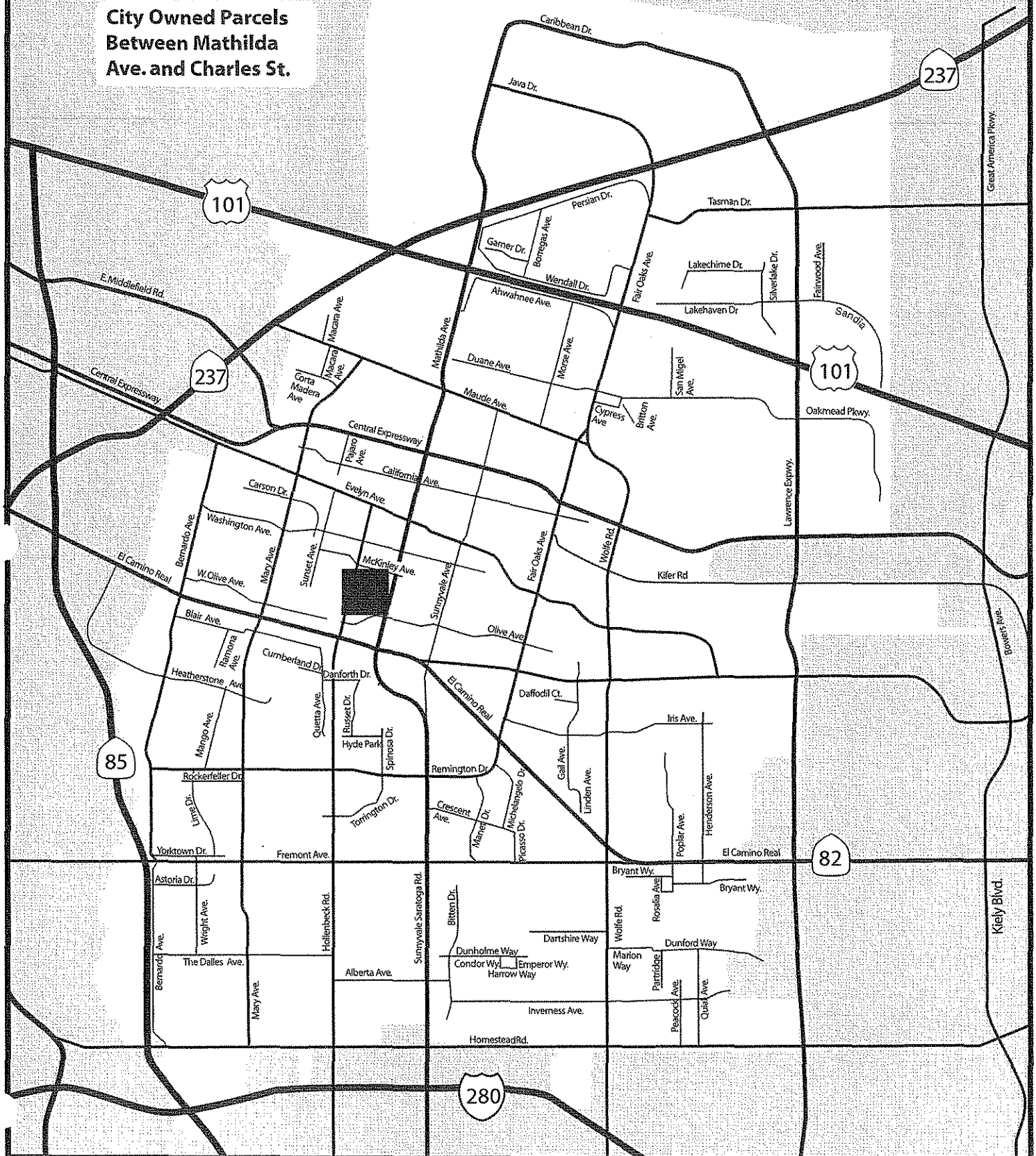
JWC Greenbelt at
Manzano Way
Property



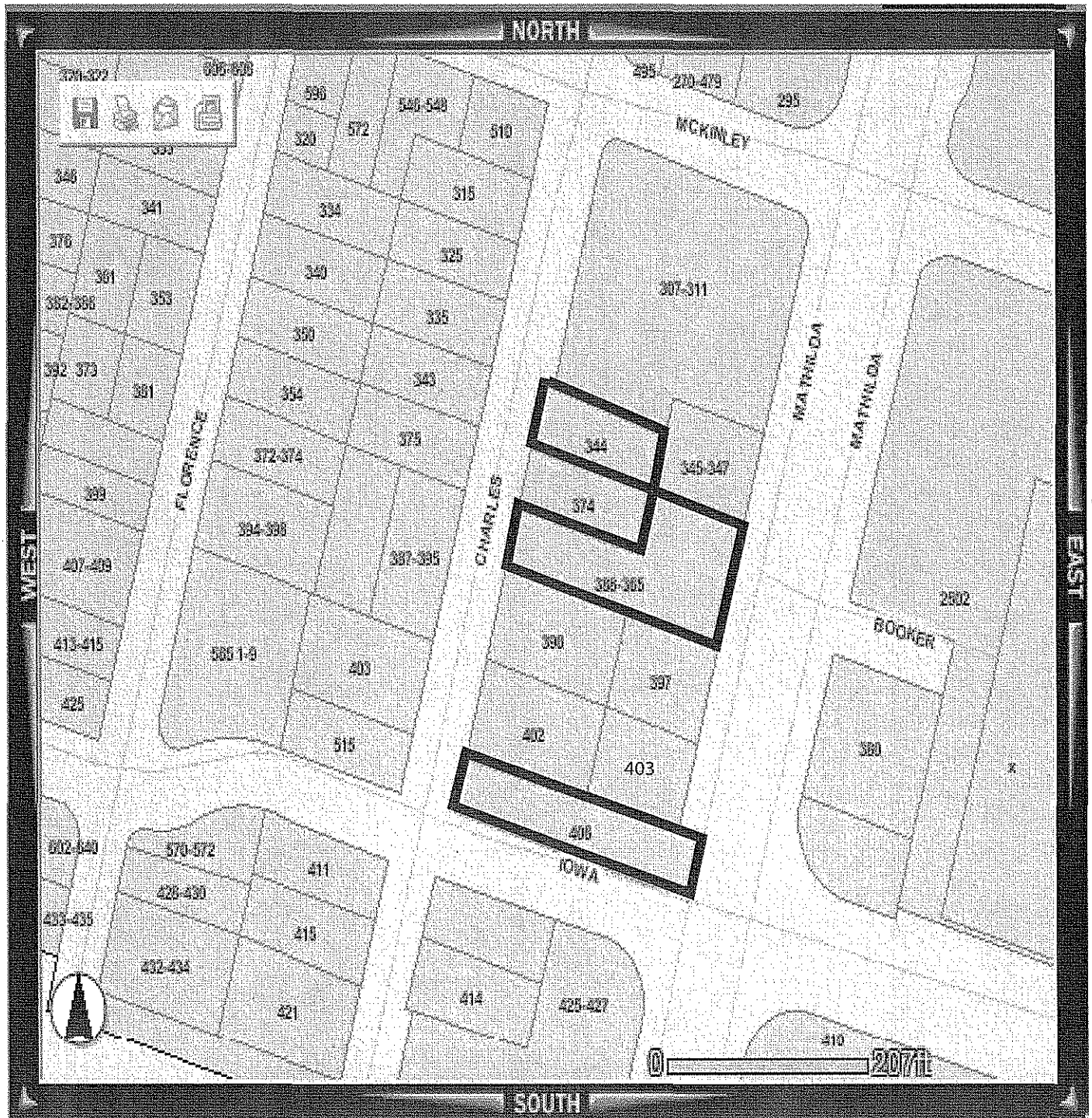


ATTACHMENT C

Vicinity and parcel maps of City-owned parcels between Mathilda Avenue and Charles Street



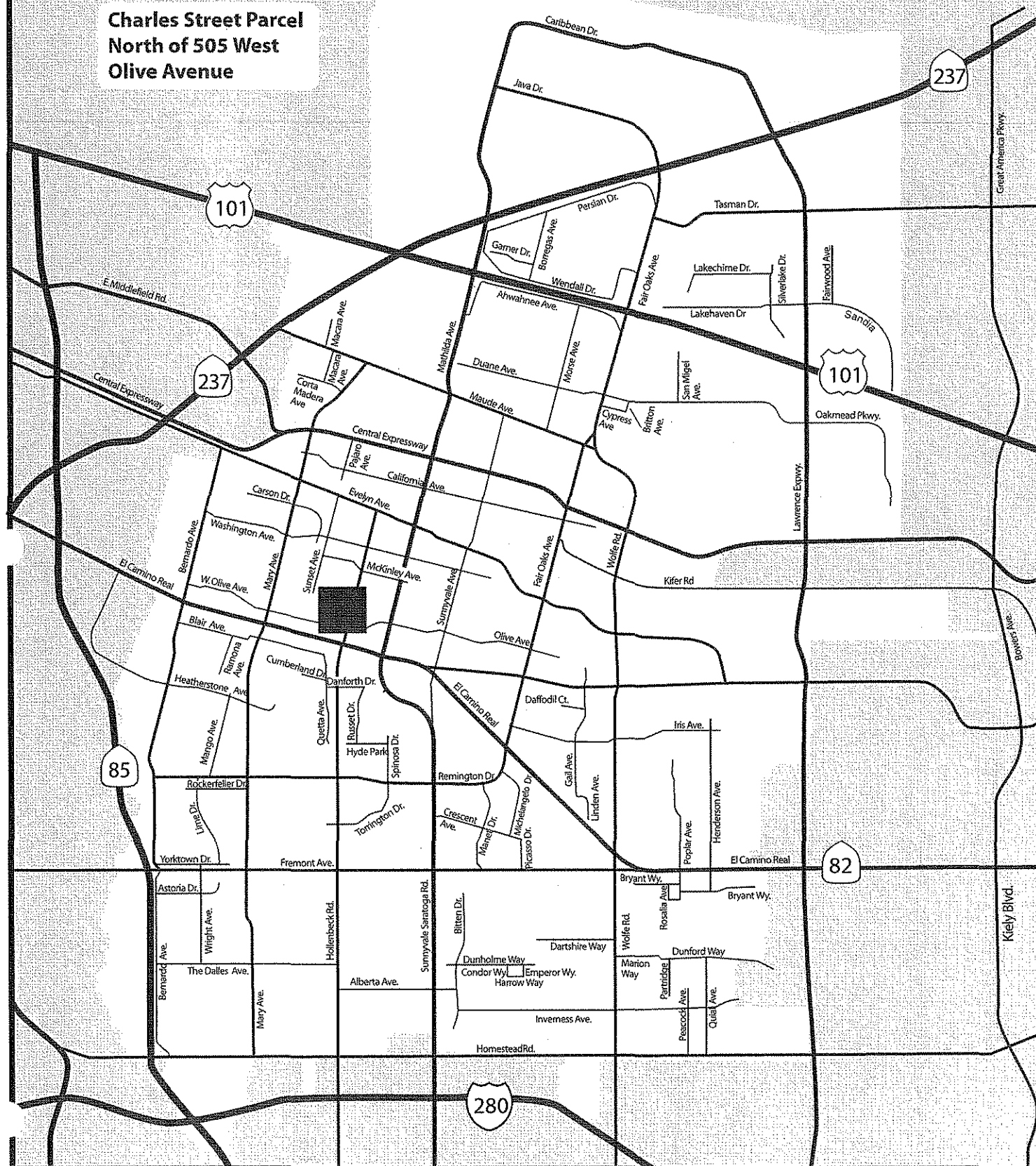
City Owned Parcels Between Mathilda Avenue and Charles Street



ATTACHMENT D

**Vicinity and parcel maps of parcel on Charles Street
north of 505 West Olive Avenue**

**Charles Street Parcel
North of 505 West
Olive Avenue**

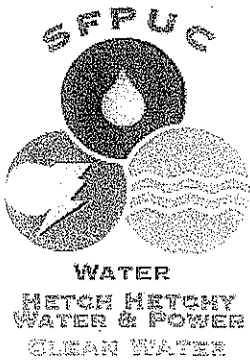


Charles Street Parcel North of 505 West Olive Avenue



ATTACHMENT E

Staff Correspondence with SFPUC regarding Permit P-3697



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Real Estate Services
1155 Market St., 4th Floor, San Francisco, CA 94103 • Tel. (415) 487-5210 • Fax (415) 487-5200

ATTACHMENT E



November 3, 2005

Mr. Bob Merrill
Administrative Analyst
City of Sunnyvale Parks Division
P.O. Box 3707
Sunnyvale, Calif. 94088-3707

GAVIN NEWSOM
MAYOR

RICHARD SKLAR
PRESIDENT

ANN MOLLER CAEN
VICE PRESIDENT

E. DENNIS NORMANDY
ADAM WERBACH
RYAN L. BROOKS

SUSAN LEAL
GENERAL MANAGER

Re: Letter of September 23, 2005, Revocable Permit P-3697

Dear Mr. Merrill,

I am sorry for the delayed response to the above referenced letter. I did receive your follow up fax to this request on November 2, 2005 as well. Our staff is a bit taxed at the moment as we move forward with our pending Capital Improvement Projects.

As you may know the San Francisco Public Utilities Commission (SFPUC) has issued numerous permits to the City of Sunnyvale for use of our rights of way and it took a bit of time to track this particular one down and figure out exactly how it relates to some pending residential development the SFPUC is planning along Manzano Way. This particular permit with the City of Sunnyvale is actually covered by way of Permit P-3697 dated July 12, 1994, not P-3247 as indicated in your letter. Regardless, the language you provided as Attachment B under the heading, "Fairwood Section" is actually taken from the correct permit P-3697.

Please consider this letter as formal modification to Section 2 (a) to include "community garden" as an acceptable use under P-3697 provided: 1) a formal plan must be submitted for review and stamped approval prior to commencement of any work in the permit area 2) the area shown highlighted on the attached exhibit is no longer considered a portion of P-3697 as the SFPUC is in the process of selling what will be two subdivided residential lots in this area to private developers for residential use.

If we can be of further assistance please contact Mr. Chester Huie of my staff at (415) 487-5215.


Sincerely,


Garrett M. Dowd
Director, Real Estate Services


cc: Chester Huie, RES
Jane Herman, WS&TD

Exhibit B
Permit (3697) to
City of Sunnyvale


Legend

 Area of Permit (3697)
Covering Portions of SFPUC
Parcel (No.)s 145, 155-B & 146

 Area No Longer Covered
by Permit (3697)

 Pipelines

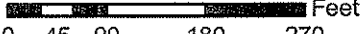
 SFPUC Parcels/Right-of-Way

 Tax Assessor Parcels



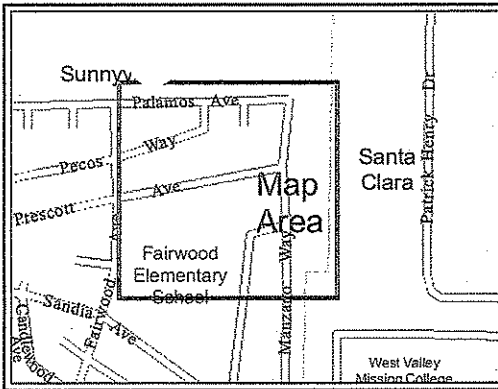
Scale 1 : 2,100

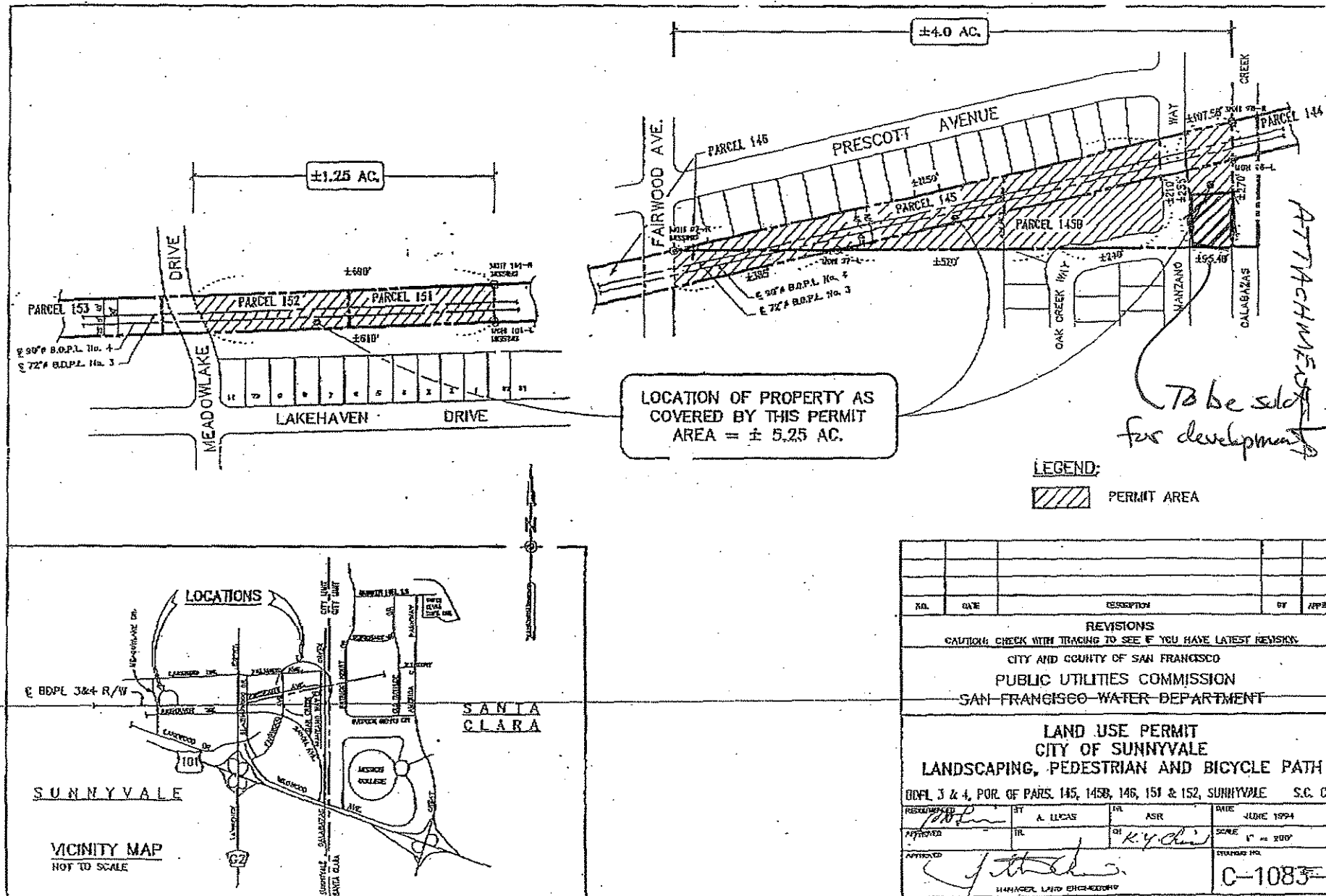
1 Inch = 175 feet

 Feet
0 45 90 180 270

Date: 11-03-05

The City does not guarantee that the information is accurate or complete. The City provides this information on an "as is" basis and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.







September 23, 2005

Mr. Garrett M. Dowd, Director
Bureau of Commercial Land Management
1155 Market St., 5th Floor
San Francisco, CA 94103

Dear Mr. Dowd:

The City of Sunnyvale is considering use of a portion of the hetch-hetchy land for a possible community garden. This area is located on parcel #145 between Fairwood Avenue and Manzano Drive. (see Attachment A). According to permit #P-3247 issued in July 12, 1994 section 2(a) (see Attachment B) states "Permittee may enter and use the Permit Area for the sole purpose of constructing and maintaining a pedestrian and bicycle path with landscaping in accordance with plans and specifications as attached hereto as Exhibit C, including, without limitation, Section 3(a) hereof, and for no other purpose whatsoever".

A second permit for the hetchy-hetchy section east of Silverlake Drive, #P-3750, issued on November 8th, 1996 mentions the ability to use the right of way for community gardens (see Attachment C). Section 2(a) states "Permittee may enter and use the Permit area for the sole purpose of landscaping and/or community gardens purposes in strict accordance with Section 3(a) hereof, and for no other purpose whatsoever".

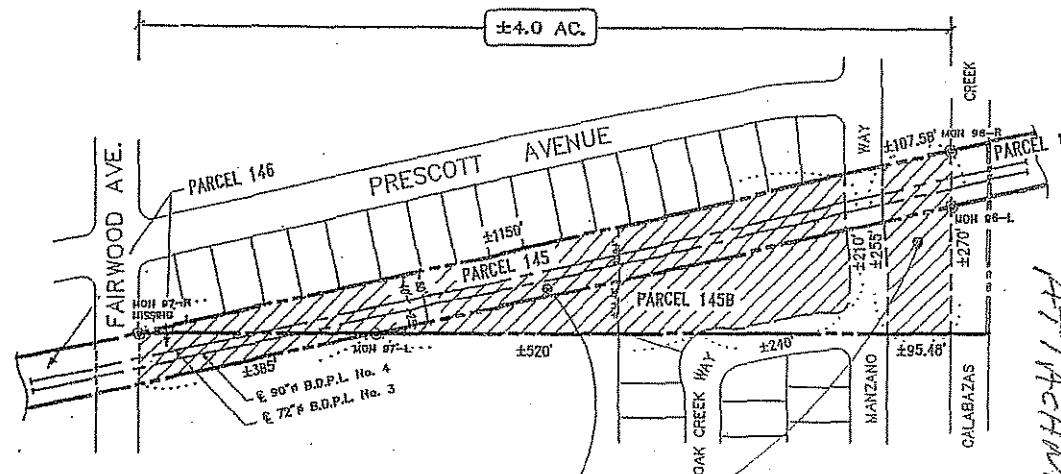
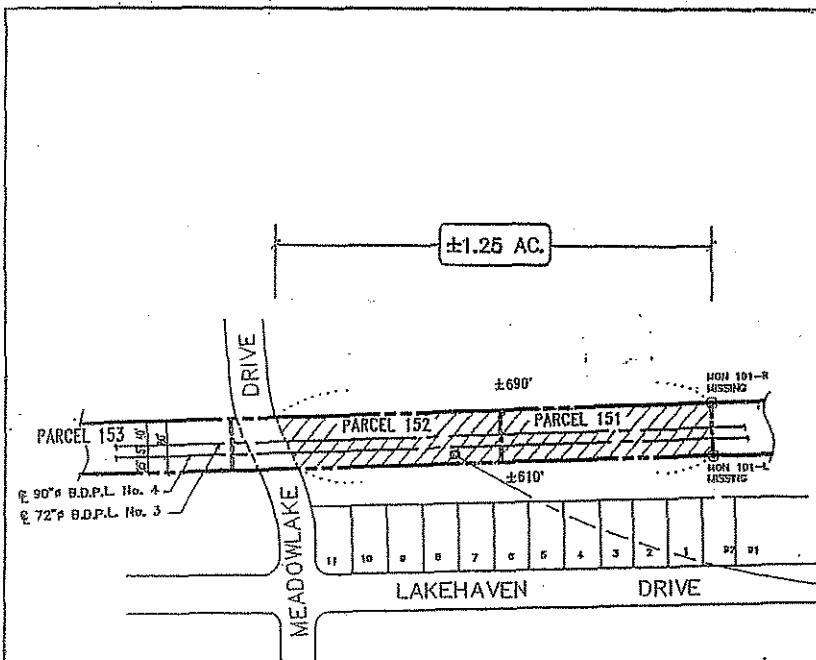
Please let me know if it would be possible to construct a community garden consisting of raised beds with organic material and managed with organic gardening practices on parcel 145 as permit P#3247 is currently stated. Thank you for your assistance.

Sincerely,

Bob Merrill
Administrative Analyst
City of Sunnyvale Parks Division

:rm

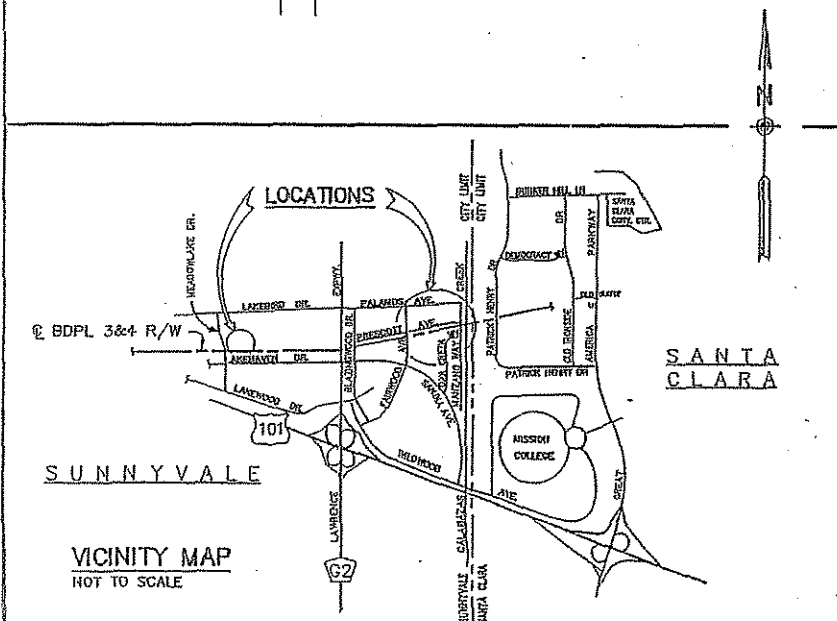
c: David Lewis, Director of Parks and Recreation
Attachments



LOCATION OF PROPERTY AS COVERED BY THIS PERMIT
AREA = ± 5.25 AC.

LEGEND:

PERMIT AREA



NO.	DATE	DESCRIPTION	BY	APPROVED
<p align="center">REVISIONS</p> <p align="center">CAUTION: CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION</p> <p align="center">CITY AND COUNTY OF SAN FRANCISCO</p> <p align="center">PUBLIC UTILITIES COMMISSION</p> <p align="center">SAN FRANCISCO WATER DEPARTMENT</p>				
<p align="center">LAND USE PERMIT</p> <p align="center">CITY OF SUNNYVALE</p> <p align="center">LANDSCAPING, PEDESTRIAN AND BICYCLE PATH</p> <p align="center">BDPL 3 & 4, POR. OF PAR. 145, 145B, 146, 151 & 152, SUNNYVALE S.C.</p>				
RECOMMENDED	BY A. LUCAS	DR. ASR	DATE JUNE 1994	
APPROVED	DR. K.Y. Chen	SCALE 1" = 200'		
<p align="center"><i>[Signature]</i></p> <p align="center">MANAGER, LAND ENGINEERING</p>			<p align="center">C-1083</p>	

ATTACHMENT A

SAN FRANCISCO WATER DEPARTMENT
REVOCABLE PERMIT

THIS REVOCABLE PERMIT dated for reference purposes only as of July 12, 1994, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through its Public Utilities Commission, San Francisco Water Department ("SFWD"), and CITY OF SUNNYVALE, ("Permittee").

City and Permittee agree as follows:

1. License. City confers to Permittee a revocable, personal, non-exclusive and non-possessory right to enter upon and use that certain real property owned by City situated in the City of Sunnyvale, County of Santa Clara, State of California, more particularly described Exhibit A attached hereto (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on Drawing No. C-1083-1 attached hereto as Exhibit B. This Permit gives Permittee a license only and is not intended to grant any real property interest or estate in the Permit Area.

2. Use of Permit Area.

(a) Permitted Acts. Permittee may enter and use the Permit Area for the sole purpose of constructing and maintaining a pedestrian and bicycle path with landscaping in accordance with plans and specifications as attached hereto as Exhibit C, including, without limitation, Section 3(a) hereof, and for no other purpose whatsoever.

(b) Subject to Right-of-Way. Permittee is aware that the Permit Area constitutes a portion of City's water pipeline right-of-way. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's use of the Permit Area for such water transport and any other municipal purpose.

3. Installation of Facilities. Permittee may install certain facilities consisting of the construction of a pedestrian and bicycle path and installation of landscaping on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) Approval of Plans and Specifications. Permittee shall construct/install within the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by SFWD and attached hereto as Exhibit C. Any revisions

ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE DEEDS ON PERMITTEE'S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE DEEDS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. Use of Permit Area.

(a) Permitted Acts. Permittee may enter and use the Permit Area for the sole purpose of landscaping and/or community garden purposes in strict accordance with Section 3(a) hereof, and for no other purpose whatsoever.

(b) Subject to City Uses. Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's use of the Permit Area for municipal and other purposes.

3. Installation of Facilities. Permittee may install certain facilities consisting of landscaping and/or a community garden on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) Approval of Plans and Specifications. Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by PUC. The plans and specifications may be revised or amended only with prior approval of the General Manager of the PUC after PUC's Manager of Environmental and Regulatory Affairs has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) Permits and Approvals. Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies of them to PUC. Permittee recognizes and agrees that no approval by PUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

(c) Exercise of Due Care. Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's water pipelines or other



Sustainable Community Gardens

A 501c3 Non Profit:
1055 Dunford Way Sunnyvale,
CA 94087 (408) 735-8154

Report to City of Sunnyvale for Fiscal Year 2014 Charles
Street Gardens (CSG)

June 30th, 2015

To:	Scott Morton,	Prepared by:	Eric Fulda
	Superintendent of Parks & Golf		Sustainable Community Gardens
	Public Works Department		Charles Street Garden,
	City of Sunnyvale, CA		Project Coordinator

The Following is a compliance report of the obligation of the GROUP under the agreement between City of Sunnyvale and Sustainable Community Gardens for the year 2012-2013.

City of Sunnyvale is “CITY” and Sustainable Community Gardens is the “GROUP”
The Agreement is dated February 1, 2011, and compliance points are on Pages 2, 3, and 4 of the agreement.

Agreement compliance points for GROUP.

- GROUP will be responsible for all aspects of designing and building, operating and maintaining the Community Garden site.
Status: SCG is in compliance with the above statement.
- GROUP shall compensate CITY for the irrigation cost by providing a metered connection for water and paying the irrigation water cost directly to the City of Sunnyvale Utility Division. **Status: SCG is in compliance with the above statement.**
- GROUP shall not demolished any structures, grade facilities or constructed any amenity without first having obtained approval of the CITY.
Status: SCG is in compliance with the above statement.
- GROUP shall maintain the approved location for the expressed purpose of Community Gardens.
Status: SCG is in compliance with the above statement.
- GROUP shall assign primary responsibility for community garden plots to Sunnyvale residents only. Those living outside of Sunnyvale may assist resident gardeners but may not be assigned a garden plot.
Status: SCG is in compliance with the above statement.

- GROUP shall assign approximately 25% of the garden plots for primary use by Senior Center Gardeners. A minimum of 15 garden plots are reserved for Sunnyvale Senior Center Gardeners.

Status: SCG is in compliance with the above statement w.

- GROUP shall assign approximately 75% of the garden plots for primary use by Sunnyvale resident gardeners. A minimum of 40 garden plots 64 sq/ft in size shall be reserved. For use by residents gardeners.

Status: SCG is in compliance with the above statement.

- GROUP will not perform community garden services for profit, but does charge fees for each garden plot. Any fees charged for this purpose are subject to review and approval by the Director of Community Services.

Status: Charles Street Community Garden does not operate for profit. Any donations it receives from events or plant sales are used to pay operating costs.

CSG has increased its annual fee from \$50 to \$60 in 2012 and \$75 in 2013 to cover the cost of delivered garden compost and increased water cost.

- GROUP shall notify all gardeners yearly, through special notice included in all garden Plot Assignment Agreements, the terms of the Community Garden Agreement. The Garden Agreement is 5 years and shall specify that the termination date of this Garden Agreement, January 31, 2016. This Agreement may be terminated by either party with 180 days notice.

Status: These terms are specified in our gardener agreements and explained verbally at all garden meeting and CSG 101 classes given to waiting list gardeners and public.

- GROUP shall provide City one copy of all by-laws, policy manuals, rules, regulation, processes and procedures it use in connection with the assignment of garden plots,, operation and maintenance of the community Garden as approved by the Director of Community Services of the City.

Status: GROUP shall comply with stipulations above, and all cited documents are available to the city and public, either on our website or yahoo group, or by request. Current copies of the above will be provided, as requested, by email.

- GROUP shall recruit gardeners from among Sunnyvale residents whenever garden plots are available and no waiting list exists. Should Sunnyvale Senior Center Gardener's garden plot(s) become available, and no Sunnyvale Senior Center Gardener is on the waiting list to become a primary gardener, the plot(s) shall remain unused until a Sunnyvale Senior Center Gardener signs up for a garden plot assignment.

Status: SCG is in compliance with the above statement.

- GROUP shall provide CITY two (2) keys to the gate of any fenced portion(s) of the Community Garden facility.

Status: Key will be provided to keep SCG in compliance with the above statement.

- GROUP shall Report participant numbers to CITY yearly on June 30th to include:

96 Gardening plots are assigned to Sunnyvale residents, 92 + 10 Group Gardeners.

The Group Garden was created in 2008 for training waiting gardeners.

Primary Gardeners by Neighborhood Zip Codes:

94085:	25
94086:	41
94087:	28
94088:	0
94089:	8
Total:	102

Garden Users Distributed by Age:

Youth: 36

18-35: 48

36-49: 66

50 or older (Senior): 70

Total Residents Using Charles Street Garden: 220 (Including co-gardeners, families, and shared residences) Total Primary Gardens using CSG Qty. 102 (as stated above).

100 Hours of education instruction provided to the community.

12 hours by the Master Gardeners of Santa Clara County.

10 hours offered to the public by CSG Gardeners Bill Weaver and Art Gianfermo.

10 hours of speakers provided during spring and fall Open House/Plant Sales.

12 hours provided by Charles Street Community Garden staff, Eric Fulda.

56 hours of educational tours were provided to visiting youth by staff.

890 Gardeners, Students, Visitors and Youth attended classes at CSG.

220 Attended Master Gardeners of Santa Clara County classes.

40 Attended CSG Gardening Talk by Bill Weaver and Art Gianfermo.

60 Attended Speakers series at Spring and Fall Open House/Plant Sales.

45 Attended CSG Organic Gardening 101 by staff, Eric Fulda.

25 Youth received educational lecture and tour of the gardens.

500 Sunnyvale Residents tour the garden during special events

CSG volunteers contribute over 4000 service hours per year.

92 Gardeners give 12 service hours per year, or 1104 hours per year, total.

20 Staff contributes in excess of 1000 service hour per year.

50 Plant Sale Volunteers contribute in excess of 1000 hours per year.

6 Food Forest volunteers contribute in excess of 1000 hours per year.

**AGREEMENT BETWEEN CITY OF SUNNYVALE AND SUSTAINABLE
COMMUNITY GARDENS FOR THE DEVELOPMENT, OPERATION AND
MAINTENANCE OF COMMUNITY GARDENS**

THIS AGREEMENT dated _____, 2016, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SUSTAINABLE COMMUNITY GARDENS ("GROUP"), a non profit corporation.

WHEREAS the City desires to support independent organizations providing services beneficial to the Community; and

WHEREAS GROUP wishes to provide non-profit community gardening services which are not otherwise offered to City residents or duplicated by the City of Sunnyvale; and

WHEREAS GROUP wishes to use the portion of City-owned properties located at APN # 165-04-019 that extends southward from underground utilities to the parking lots for 505 West Olive Avenue (Community Gardens Site) for that purpose at limited cost to GROUP;

WHEREAS CITY's General Plan calls for the City to "provide, develop and maintain special use parks and facilities"; to "provide for a balance between general recreation uses and special interest uses in parks and facilities"; to "provide recreation facilities that will accommodate and meet the needs and interests of special population groups"; to "provide programming which meets the needs of families and changing family structures"; to "leverage available resources by pursuing co-funded and/or cooperative agreements for both expansion and maintenance of programs, facilities, and services in order to maximize benefits to the community"; to "foster and encourage partnerships with outside groups in order to address the community's diverse recreational needs"; and to "encourage active citizen involvement in development and provision of Community Services programs, facilities, and services"

NOW THEREFORE, in accordance with The City's "Relationships with Outside Groups Policy", the CITY OF SUNNYVALE and GROUP enter into this agreement.

1. Obligations of CITY

CITY shall provide GROUP exclusive use of the portion of City-owned properties located at APN # 165-04-019 that extends southward from underground utilities to the parking lots for 505 West Olive Avenue (Community Gardens Site) for the purpose of community gardening. "Community Gardening" shall be defined as:

The group activity of growing and harvesting legal plants and produce, using organic gardening practices, at various location(s) in

Sunnyvale intending to provide opportunities for: learning about various aspects of the natural world including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests; teaching students through hands-on gardening activities and workshops; and, providing gardening plots for residents who may not have space to garden on their personal property or knowledge of organic gardening practices.

CITY shall provide GROUP free use of space in a park building for meetings and educational purposes related to community gardening once monthly for a period not to exceed four hours per use. The location of said meetings shall be at the sole discretion of the CITY, subject to availability. GROUP may reserve said use up to six months in advance.

CITY shall provide a referral to GROUP in the Department of Community Services Activity Guide under the heading of Community Organizations or a similar heading as long as there is room in the Activity Guide to do so.

CITY shall review and approve all changes in design and construction plans for community gardens prior to construction.

CITY shall review and approve any and all user fees to be paid by gardeners to GROUP.

CITY shall review and approve all by-laws, policy manuals, rules, regulations, processes and procedures GROUP uses in connection with assignment of garden plots, operation and maintenance of the Community Gardens.

CITY shall pay all electric bills associated with use of utilities by GROUP for community gardening.

2. Obligations of GROUP

GROUP shall be responsible for all aspects of designing, building, operating and maintaining the community gardens at the Community Gardens Site located at the portion of APN # 165-04-019 that extends southward from underground utilities to the parking lots for 505 West Olive Avenue

GROUP shall compensate CITY for irrigation costs by providing a metered connection for water and paying the irrigation water costs directly to the City of Sunnyvale, Utilities Division.

GROUP shall not demolish any structure, grade facilities, or construct any amenity without first having obtained the approval of CITY, shall be required to apply for all appropriate permits and shall be responsible for paying all related fees.

GROUP shall maintain the approved location for the express purpose of Community Gardens.

GROUP shall assign approximately 25% of gardening plots for primary use by the Sunnyvale Senior Center Gardeners. For the purpose of this Agreement, Sunnyvale Senior Center Gardeners are those gardeners that are members of the Sunnyvale Senior Center and residents of Sunnyvale. Non-resident Sunnyvale Senior Center members may assist primary gardeners but may not have a garden plot assigned for their primary use. A minimum of fifteen (15) garden plots approximately 64 square feet in size each shall be reserved for the Sunnyvale Senior Center Gardeners.

GROUP shall assign the remaining gardening plots, or approximately 75%, for primary use by Sunnyvale resident gardeners. Non-resident gardeners may assist resident gardeners but may not have a plot assigned for their primary use. At a minimum, forty (40) garden plots approximately 64 square feet in size each, shall be reserved for use by resident gardeners.

GROUP shall not perform community gardening services for profit. However, this does not preclude the establishment of user fees to pay for costs incurred or anticipated by GROUP in association with operation and maintenance of the community gardens. Any fees charged for this purpose are subject to review and approval by the Director of Public Works.

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is one (1) year and shall specify that the termination date of this Community Gardens Agreement is January 31, 2017 and that this Agreement may be terminated by either party with 180 days notice.

GROUP shall provide City one copy of all by-laws, policy manuals, rules, regulations, processes and procedures it uses in connection with assignment of garden plots, operation and maintenance of the Community Gardens as approved by the Director of Public Works of the CITY.

GROUP shall recruit gardeners from among Sunnyvale residents whenever garden plots are available and no waiting list exists. Should Sunnyvale Senior Center Gardener's garden plot(s) become available, and no Sunnyvale Senior Center Gardener is on the waiting list to become a primary gardener, the plot(s) shall remain unused until a Sunnyvale Senior Center Gardener signs up for a garden plot assignment.

GROUP shall provide CITY two (2) keys to the gate of any fenced portion(s) of the Community Garden facility.

GROUP shall report participant numbers to CITY yearly on June 30 to include the number of garden plots in use, residents (including neighborhood of residence), non-residents, youths, seniors, low income and total number of gardeners and students, as well as the number of hours of educational instruction provided during the previous fiscal year. Low income residents shall be determined by using the income guidelines and definition of low income established by the Community Development Block Grant program (CDBG) for residents of Sunnyvale, California.

GROUP shall provide the following services at no cost to the City:

- Provide garden plots in accordance with all associated plot assignment rules as approved by the Director of Public Works of CITY.
- Provide garden plots to Low Income Sunnyvale Residents in accordance with all associated plot assignment rules as approved by the Director of Public Works of CITY.
- Provide and teach organic gardening principles classes to ensure that each gardener that participates in gardening at the Community Gardens is knowledgeable of such practices.

GROUP shall resolve concerns and complaints in accordance with methods and/or policies as approved by the Director of Public Works of CITY.

GROUP shall remove any instructor or gardener that the CITY determines is not satisfactory for whatever reason.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement GROUP shall not accept employment or an obligation which is inconsistent or incompatible with GROUP'S obligations under this Agreement.

4. Compliance with Laws

GROUP shall not discriminate against any gardener, visitor, employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin, or any other basis to the extent prohibited by federal, state or local law.

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement including, but not limited to, not growing any plant materials that are illegal to grow under state or federal law. In particular, the growing of *Cannabis sativa* (marijuana) is prohibited whether or not such activity

may be lawful for medical purposes under relevant laws of the state of California. CITY shall have the right to enter, remove and confiscate plants of illegal species, including *Cannabis sativa*, without notice, and shall not be liable to the owner of such plants for any loss or damage sustained thereby.

5. Indemnity

GROUP agrees to indemnify and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of GROUP, its members, officers, employees, agents, GROUP, subgroups or any officer, agent or employee thereof in relation to GROUP'S performance under this Agreement.

6. Insurance

GROUP shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Comprehensive General Liability Policy, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) Claims Single Limit (CSL). Coverage shall be on an "occurrence" basis and not a "claims made" basis; provided, however, as follows:

(1) CITY, its Officers, agents, employees, and volunteers shall be named as an additional insured in all insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 5 above; and,

(b) Worker's compensation insurance and employer's liability insurance for all employees of GROUP.

(c) Certificates of proof of Insurance for above required policies shall be supplied each January and upon renewal, by agency that provides GROUP insurance(s) for Community Garden purposes.

7. CITY OF SUNNYVALE Representative

The Director for the Department of Public Works of CITY or such other person as may be designated by the Director shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

8. GROUP Representative

The Executive Director shall represent SUSTAINABLE COMMUNITY GARDENS in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the GROUP representative.

9. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: City Manager
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7480

To GROUP: Rebecca Jepsen, Executive Director
Sustainable Community Gardens
1055 Dunford Way
Sunnyvale, CA 94087
(408) 910-2949

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone e-mail or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission or an e-mail must be sent by first class mail, by commercial carrier, or hand- delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

10. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

11. Duration of Agreement

This Agreement shall continue from the date of execution for a period of one (1) year, unless otherwise terminated in accordance with section 12 below. The City Manager may review this Agreement for additional one (1) year terms by mutual written agreement of the parties prior to the expiration of the Agreement.

12. Termination

(a) If GROUP defaults in the performance of this Agreement, or materially breaches any of its provisions; CITY at its option may terminate this Agreement by giving written notice to GROUP.

(b) Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) days' written notice to the other party. If CITY terminates the Agreement; CITY shall endeavor to allow planted crop to mature to fruition allowing GROUP to harvest produce prior to termination of Agreement. If time is of the essence and harvest is not possible due to needs of CITY, CITY shall reimburse GROUP for expenses directly related to tree replacement and pre-harvest expenses for the year of termination where the termination occurs before the commencement of the harvest. As a condition to such reimbursement of expenses, GROUP shall furnish to CITY annually a financial audit of operations under this Agreement.

13. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

14. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
DEANNA J. SANTANA
City Manager
Date: _____

APPROVED AS TO FORM:

Sustainable Community Gardens
("GROUP")

ROBERT L. BOCO
Sr. Assistant City Attorney

By _____
REBECCA JEPSEN
Executive Director
Date: _____



City of Sunnyvale

Agenda Item

16-0153

Agenda Date: 2/10/2016

Approve Draft 2016 Work Plan

DRAFT 2016 Work Plan

Parks and Recreation Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 13	
February 10	<ul style="list-style-type: none"> • Conceptual Recommendation on the Relocation of the Butcher House and Update on the Design for of the Orchard Heritage Park Improvement Project and the Butcher House Study Issue • Agreement Renewal with Sustainable Community Gardens • Approve Master Work Plan
March 9	<ul style="list-style-type: none"> • Provide recommendation to City Council for staff direction on the implementation of an auxiliary restroom at the Las Palmas Park / Tennis Center
April 13	<ul style="list-style-type: none"> • Sunnyvale School District Agreement
May 11*	<ul style="list-style-type: none"> • Review Recommended Budget
June 8	
July 13	<ul style="list-style-type: none"> • Election of Officers
August 10	
September 14	<ul style="list-style-type: none"> • Final month to propose Study Issues (Due to City Manager by October 1)
October 12	
November 9	<ul style="list-style-type: none"> • Final month to rank Study Issues (if any)
December 14	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Fair Oaks Master Plan
- Animal Assisted Happiness
- Golf Course Concessions Agreement
- Feasibility of Establishing a Park Mitigation Fee for Non-Residential Development
- City Staff and Other Presentations (topics to be determined)

* Joint meeting with the Arts Commission to review the recommended budget.