



Council Date: December 15, 2009

SUBJECT: Consider Agreement with Santa Clara County for Operation of Baylands Park and Consider Recreational Enhancements at Baylands Park (Study Issue)

REPORT IN BRIEF

On December 4, 2007, Council reviewed Report to Council No. 07-392 and directed staff to pursue a long-term renewal of the agreement with Santa Clara County for operating Sunnyvale Baylands Park. Council also directed staff to prepare project papers for Baylands Park infrastructure and capital projects so that Council could review these costs as they review all projects in FY 2008/2009.

This report is provided as the second step in reporting on the multi-year study issue, Determine Whether to Continue Agreement with Santa Clara County for Operation of Sunnyvale Baylands Park past 2011 and Consider Recreational Enhancements at Baylands Park, which were assigned for study in January 2007 (Attachment A, Study Issue DPR-07).

Staff has worked with Santa Clara County staff to create a long-term agreement (Attachment B, Lease Agreement with Santa Clara County for operating Sunnyvale Baylands Park) and have examined various recreational activities that could be appropriate for Baylands Park. In addition, capital and infrastructure project papers have been created for Council and Santa Clara County consideration (Attachment C, Baylands Park Capital and Infrastructure Project Papers). Infrastructure project papers are included to address existing needs of park parking lots, buildings, irrigation systems, playground equipment, boardwalk and drainage systems. Capital improvement projects for new facilities are provided for a nature center, trails, signs and additional native plants areas. Currently, neither the infrastructure nor the capital improvement projects are funded in the City or County long-term financial plans. Should the infrastructure projects remain unfunded, the park will change significantly in appearance and use in future years.

Staff recommends that Council approve the written agreement with Santa Clara County for the maintenance and operation of Sunnyvale Baylands Park at current service and funding levels; and, consider capital project papers to meet the potential infrastructure needs of Baylands Park for Council review as

all projects are considered in future budget cycles. Regarding programmed recreation at Baylands Park, staff recommends no Council action.

Note: Alternative No. 1 in the Draft Report to Commission stated "Council approves the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park, use of City Integrated Pest Management Policy, and authorizes the City Manager to sign the lease on behalf of the City." Subsequent to the November 11, 2009, Parks and Recreation Commission meeting, continued talks with the County have led to the revised Alternative No. 1 as stated in this RTC.

The Parks and Recreation Commission reviewed a draft of this report at its meeting on November 11, 2009, and voted 4-1 (Commissioner Harms dissented) to recommend that City Council accept staff's recommendation Alternative No. 1, Council approves the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park, use of City Integrated Pest Management Policy, and authorizes the City Manager to sign the lease on behalf of the City. Commissioner Harms opposed the motion because he said the City should not have to bear the burden of maintenance, integrated pest management, and fire protection costs. He said that Baylands Park is a loss leader.

In addition, the Parks and Recreation Commission also voted 4-1 (Commissioner Harms dissented) to recommend that the City prioritize the Capital Improvement Projects (CIPs) to make the necessary infrastructure improvements to provide for the safety, irrigation, and other park improvements at Baylands Park. Commissioner Harms opposed the motion because he said the City would be better served using the funding for other City-owned sites. (Attachment F, Draft Minutes of the Parks and Recreation Commission Meeting on November 11, 2009)

BACKGROUND

In 1974, Santa Clara County acquired 237 acres of land adjacent to the City landfill. In 1979, the City and County jointly undertook the Master Plan for the property and set aside 177 acres of the land for what was to become Sunnyvale Baylands Park. The park was constructed in the early 1990's with its groundbreaking conducted on October 30, 1991, and dedication event on June 12, 1993. The park has an environmental and natural focus with amenities such as native grasses, group picnic areas and multiple restrooms to facilitate larger picnics and corporate outings. Since its construction, the City has provided maintenance for the park (estimated at approximately \$550,000/yr.) and has received the revenues for vehicle entry and picnic rentals (\$130,219 in FY 2008/09). Neither the City nor the County has provided for infrastructure replacements or capital improvements since the initial completion of the park.

EXISTING POLICY

From the Fiscal Sub-Element

Policy 7.1.1 Fiscal — Long Range Goals and Financial Policies

LONG RANGE GOALS

I. To make financial decisions over a 20-year planning horizon to allow decision-makers to consider the long-range implications of short-range budgeting decisions.

III. To design and maintain capital improvements to assure cost efficiency, accomplish City goals and policies, and focus on prevention so as to minimize or reduce future operating costs.

V. To fund only those programs and projects which are consistent with the General Plan and which are anticipated to most cost-effectively implement the Plan.

From the Open Space and Recreation Sub-Element:

2.2.A. Open Space: The City strives to provide and maintain adequate and balanced open space and recreation facilities for the benefit of maintaining a healthy community based on community needs and the ability of the city to finance, construct, maintain, and operate these facilities now and in the future. It is the City's policy, therefore, to:

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.A.11. Support the acquisition of existing open space within the City limits as long as financially feasible.

2.2.C. Regional Approach: The City embraces a regional approach to providing and preserving open space and providing open space and recreational services, facilities and amenities for the broader community. It is the City's policy, therefore, to:

2.2.C.1 Support activities and legislation that will provide additional local, county, and regional park acquisition, development, and maintenance and recreational opportunities.

2.2.D. Prioritization: The City strives to ensure equal opportunities for participation and to provide for a range of structured and unstructured uses, and a variety of general and special interest uses in parks and facilities. The City also provides a wide range of program choices, open space, amenities and facility offerings to meet the recreational needs of a diverse and changing population, including identified subgroups and special populations. Policies related to acquiring and/or developing open space facilities and amenities are also included here. Competing interests and finite resources, however, require the City to set some priorities. All other things being equal, it is the City's policy, therefore, to:

2.2.D.1. Give priority to services, facilities and amenities that are not readily available through other providers within or near Sunnyvale.

2.2.D.5 Give priority to services, facilities and amenities that benefit a greater number of residents.

DISCUSSION

Operating Agreement

A review of the operating agreement (Attachment B) reveals that many of the terms and conditions of the existing operating agreement have been carried into the new agreement. Of significance is that the City would continue to provide all of the on-going operating costs that currently are estimated at approximately \$550,000 per year, and revenues for picnic rentals, vehicle entry and recreational programming will be retained by the City. The FY 2008/09 revenue for vehicle entry and picnic rentals was \$130,219.

A new and beneficial element of the agreement provides that any new revenue from sources such as recreational programming will be retained by the City. In the past, any new revenues (beyond vehicle entry and picnic rentals) would have been shared by the County and the City equally.

The current agreement would expire April 15, 2011. However, in the absence of its renewal it does continue with the ability for either party to terminate on any date with 24 months notice to the other party. The 25-year term of the agreement is within the direction provided to staff by City Council for a proposed "long-term" agreement and allows the City to place Baylands Park fiscal needs into the City long-term financial plans. It should be noted that the proposed agreement also provides either party the option to terminate the agreement with 24 months notice to the other party.

Since initial construction of the park paid jointly by the City and Santa Clara County, the County has not committed funds to capital improvement or infrastructure projects for the park. All significant infrastructure and capital

needs have been captured for Council review (Attachment C). It is important to note that these projects are not contained in the recommended projects for FUND 141 Park Dedication Fund. Although they qualify for funding through FUND 141, the current budget has placed projects located on City-owned lands as a higher priority than these projects that could be constructed on County lands.

Additional New Elements of the Proposed Agreement

Two new elements have been proposed by Santa Clara County relating to fire prevention and pest control. The current agreement is silent regarding fire suppression practices, while the proposed agreement would provide additional fire prevention, suppression and maintenance practices that would result in altering usual work efforts. Should Council approve the proposed agreement with these fire prevention requirements, staff believes that there would be few, if any, new operating costs for the City.

Currently, pest management practices are governed by the City's Integrated Pest Management (IPM) Policy and Baylands Park is managed exactly as all parks and public grounds are managed in this regard (Attachment D, City of Sunnyvale Integrated Pest Management (IPM) Policy). The County has proposed that the City follow the County's Integrated Pest Management (IPM) Ordinance (Attachment E, Santa Clara County Integrated Pest Management (IPM) Ordinance). This ordinance differs greatly from the City practices in place. The Agreement, as currently drafted, provides for the City's IPM Policy to be in effect during the first five years of the Agreement, after which the City would transition to the County's IPM Ordinance. Staff believes that over the next several years, the state and federal laws upon which the City's IPM Policy is based will evolve to much more closely align with the County's IPM Ordinance.

Infrastructure Needs

Because Baylands Park is not owned by the City, its infrastructure components were not included in the City 40-year infrastructure plan created in 1994. Santa Clara County also has not placed any funds into any County plan(s) for infrastructure needs at the park. Staff has provided infrastructure and capital improvement project papers for Council consideration during the regular budget review during FY 2008/2009 and in future years of the two-year budget cycle (Attachment C, Baylands Park Capital and Infrastructure Project Papers). These costs noted in the fiscal impact section of this report are significant, would be recurring, and are currently not funded by either the County or City.

It should be noted that as the park approaches its 20th year of operation and has continuously received the City's standard care and maintenance for its parks, many infrastructure components of Baylands Park are approaching or have exceeded their operational life. This includes the roadways and parking

areas, playgrounds, irrigation system, etc. As noted above, neither the City nor the County has allocated any funding to deal with these issues. Staff believes that in the next few years many of these features will deteriorate to the point of greatly impacting the park's attractiveness, usability and safety. While the park may be able to remain open while this situation increases, it will be a much different park than it is today and probably would not be able to remain open indefinitely. While playgrounds could be removed, landscape irrigation shut down and vehicular access restricted, the park would lose much of its intended usage capacity. In addition, it should be noted that if the infrastructure continues to deteriorate without remediation, the costs for restoration will increase. For example, when the irrigation system fails, most if not all of the landscapes would need to be restored in addition to the irrigation system.

Capital Needs

Similar to infrastructure planning, to date the City has not included capital improvement projects for Baylands Park in its long-term financial plans. Santa Clara County also has not placed any funds into any County plan(s) for new capital projects at the park. Capital project ideas have been captured for City Council review (Attachment C).

Recreational Enhancement Opportunities

Currently there are no programmed recreation activities at Baylands Park. The public may enter the park through the gates at any time between 8 a.m. and dusk to access the trails, use the playgrounds and play on the Great Meadow. Individuals and groups are able to reserve picnic areas. The Great Meadow currently cannot be reserved for exclusive use. There have been occasional large-scale events in which one group will reserve all of the picnic areas and will pay for all of the parking in order to host events such as cultural festivals, kite flying or large corporate picnics. In these instances, the reserving group will be the primary user of the Great Meadow. However, even under these circumstances, members of the public are allowed to walk in and use the paths, play structures, restrooms and the Great Meadow. Otherwise, the Great Meadow is used on a drop-in basis for activities such as picnicking, kite flying, frisbee, volleyball, tossing and kicking balls, sunbathing, etc.

The City has some limitations on the types of activities that can be promoted at Baylands Park due to its partnership with the County and the intent of the park's master plan to maintain a natural setting appropriate for wildlife. For example, the County would not allow night lighting. Heavy programmed use or commercial ventures would also not be considered appropriate. Due to the environmental sensitivity of wetland and undeveloped sections of Baylands Park, remote control model planes are restricted to the Great Meadow, the large open lawn north of the picnic sites, and there is no entry to the fenced, federally-protected wetlands.

The Great Meadow gets significant drop in, first come, first served use for sports play. Organized sports groups, particularly adult soccer groups, do make use of the large field in the Great Meadow, but on an informal, non-scheduled basis, so that the City receives no revenue for these types of uses and also does not have any control over scheduling or impact on maintenance.

The Great Meadow was not designed to support organized sports league use, specifically lacking appropriate grading and drainage necessary to sustain athletic field turf quality expected by permitted sports league users. There is unmet demand for sports fields Citywide, particularly in the area of adult sports, since, for the most part, all of the City's other fields are continually reserved for largely youth sports use. However, the highest demand, particularly for adult sports, is for lit fields in order to accommodate evening play, and lit fields would not be allowed under the terms of the City's agreement with the County and in keeping with the design intent of Baylands Park.

Baylands is the only site in the City's open space inventory where parking fees are charged. It is unclear how much of an effect this would have on demand for the site as a regulation athletic field. While those who are using the site currently on a drop in basis for games are paying gate fees, there would likely be pushback if they were expected to pay both rental and gate fees. There might also be some resistance from those who rent a picnic site and expect to be able to have access to the entirety of Great Meadow. The Great Meadow is large enough to sustain both an athletic field and free play, but renters would have a smaller area to use and would lose some of the expansiveness that now welcomes users.

If the City were to begin scheduling the Great Meadow, without first making improvements to the site to address grading and drainage, it is likely that field conditions would progressively worsen over time, since actual play on the field would likely increase to include not only those who are currently making use of the site on a drop-in basis but also those who are currently unserved or who are required to play in other jurisdictions and would be happy to pay City rental fees in order to guarantee access locally. Compounding concerns with deteriorating conditions would be the rising expectations of users. If the City were collecting field use fees as well as gate fees, in effect clearly sanctioning use of the site as a regulation sports field, users would expect the field to be maintained to a standard similar to that of the rest of the City's park system.

If the City were to make field improvements, correcting grading and drainage, it would be possible to fit more than one field, but each additional field would reduce the amount of open turf area available to other park users. Heaviest

regulation play would be expected on weekend days throughout the year and early evenings during the late spring, summer and early fall months when there is enough natural light to allow play. While the City would have increased revenue from these rental fees, and from potentially increased gate fees, that would not be sufficient to recoup the capital costs and higher maintenance costs.

An alternative to standard field improvements would be installation of artificial turf. While at first glance it might appear that artificial turf would be in conflict with the intent of Baylands Park's master plan with its focus on the natural environment, there are some advantages to artificial turf such that the County has indicated they would be supportive of using it at Baylands. The prime environmental advantages of artificial turf are that no irrigation and no fertilizers or other chemicals are required. In addition, artificial turf supports heavy, year-round play, regardless of weather, with no deterioration of playing conditions. Artificial turf is popular with users. The initial capital costs to install artificial turf are many times higher than the capital costs to develop a standard playing field. However, operational costs are lower and revenue is likely to be somewhat higher than in the case of a standard playing field.

A top community need identified through the recent Parks of the Future (POTF) study is for outdoor recreation and environmental interpretation. Currently, there are limited opportunities to participate in outdoor nature programming in Sunnyvale. The POTF consultants felt Baylands Park has the capacity to help meet those needs and that there was great potential at Baylands to increase interpretive signage and to serve as a living classroom for environmental education. A limitation of the existing site is the lack of indoor classroom/program space, which particularly affects the desirability of using the site to support nature-based camps. Addition of a nature center/classroom could support environmental education and would allow for nature camps and classes. While the County would need to first approve of siting and design of any additional structure in the park, County staff has indicated that such a request would likely be favorably received, with the caveat that the County would not be willing to contribute to the funding of this. Additional revenues that could be generated from the availability of a classroom would not be sufficient to offset capital costs.

The Ropes Course is a unique amenity at the park. Initially, it was constructed and operated by a non-profit organization associated with the Fremont Union High School District. More recently, it was operated by Challenge Learning Center, a local non-profit that partnered with the City and had at-risk youth as their focus population. In return for use of the course, Challenge Learning Center facilitated a certain number of sessions for the Department of Public Safety and for the Department of Community Services. Unfortunately,

Challenge Learning Center was unable to ride out the economic downturn and was forced to disband. Currently, the Department of Community Services is renting out the Ropes Course but is exploring options which may provide opportunities for public use at a future time.

There are a number of programmed activities that staff can pursue which do not require Council action. In addition to its ongoing evaluation of the Ropes Course, staff will be evaluating whether there is sufficient demand for nature activities, such as docent-led walks or nature talks/interpretation that can be conducted using existing amenities (e.g., no indoor space).

FISCAL IMPACT

Continued operations at current service levels result in an estimated, on-going cost to the City of approximately \$550,000 per year in Program 265, Neighborhood Parks and Open Space Maintenance. These costs are not separated from the costs of other parks and open space sites that the City manages as services for this park were incorporated into the neighborhood parks budget when service levels and program budgets were reduced in FY 2003/2004. Sunnyvale Baylands Park reduced its expenditures by 50% during FY 2003/2004.

Twenty-year Infrastructure Plan projects and their related costs are:

900618	Baylands Park Parking Lot Renovation	\$1,395,400
900656	Baylands Park Buildings Renovation	\$523,200
900690	Baylands Park Infrastructure	<u>\$293,600</u>
	Total Infrastructure	<u>\$2,212,200</u>

Twenty-year Capital Plan projects and their related costs are:

900623	Construct Baylands Park Nature Center	\$1,343,000
900643	Baylands Park Improvements	<u>\$3,743,800</u>
	Total Capital	<u>\$5,086,800</u>

The projects listed above are all currently unfunded, and the costs provided are the inflation-adjusted estimates based on the proposed start date of each project. Project papers were developed for each of the above listed infrastructure and capital projects and are detailed in Attachment C of this report. However, because the Parks of the Future study had not been finalized prior to the adoption of the FY 2009/10 Budget, no project related to that report that was unfunded had its project paper included in the budget document. Instead, a summary matrix of all potential projects related to the Parks of the Future study was included in the *Projects* volume of the budget document. Now that the Parks of the Future study has been finalized, the

proposed enhancement projects that did not initially have funding could be reviewed during the next projects budget cycle.

Recreational Programming Enhancements

In addition to the nature center and improvement projects detailed above, a project paper could be developed to renovate the Great Meadow so that it can sustain scheduled adult sports play. Preliminary estimates place the costs for developing approximately $\frac{1}{4}$ of the Great Meadow (2 acres) at approximately \$300,000 for a natural turf field. Annual operating costs could be expected to increase by approximately \$10,000. New revenue associated with renting the field is estimated at approximately \$5,000 to \$10,000 annually. The field would have to be significantly rebuilt every 10-20 years depending upon use levels. In the best case scenario of 20 years, $\frac{2}{3}$ of the initial cost of construction could be recovered through generated revenue.

If, however, artificial turf was installed, capital costs would be approximately \$1 million for development of $\frac{1}{4}$ (2 acres) of the Great Meadow; however, net operating costs would decrease by \$30,000 annually, and there would be new revenues of between \$25,000 and \$30,000 based on year-round play and a premium rental fee for access to an artificial turf field. The field would have to be significantly rebuilt every 10-15 years depending upon use levels. In the best case scenario of 15 years, almost half of the initial cost of construction could be recovered through generated revenue.

Capital costs to construct a park nature center are included in the above chart. Net revenue attributed to the availability of a classroom would include revenue from camps, adult programming such as nature lectures, private rentals of the facility and increased gate traffic due to these activities. Annual new net revenues are estimated in the range of \$10,000 to \$20,000.

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 Web site, and the availability of the agenda and report in the Office of the City Clerk, Sunnyvale Public Library, Senior Center and Community Center.

The Parks and Recreation Commission conducted a public hearing on this item at their meeting on November 11, 2009.

ALTERNATIVES

1. Council approves the Lease Agreement with Santa Clara County for operating Sunnyvale Baylands Park, conditioned on County's approval of the Lease Agreement, including a 5-year exemption from the County's Integrated Pest Management Ordinance and authorizes the City Manager to sign the lease on behalf of the City.
2. Council does not approve the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park and directs City Manager to renegotiate specific sections of the agreement.
3. Council directs City Manager to include for Council's consideration, as part of the FY 2010/11 budget, capital projects for a Baylands Nature Center, trails, signs, native plants, and renovation of $\frac{1}{4}$ (2 acres) of the Great Meadow to allow scheduled (primarily adult) sports play.
4. Other action(s) as Council directs.

RECOMMENDATION

Staff recommends Alternative No. 1: Council approves the Lease Agreement with Santa Clara County for operating Sunnyvale Baylands Park, conditioned on County's approval of the Lease Agreement, including a 5-year exemption from the County's Integrated Pest Management Ordinance and authorizes the City Manager to sign the lease on behalf of the City.

Staff recommends that Council not take any action related to recreation programming at Baylands Park. Staff believes that unless the Great Meadow is redeveloped as a sports field, regular scheduled sports play will increase deterioration of field conditions at an increased rate. Staff also believes that at this point in time it does not make fiscal sense to invest in redoing the field so that it can support heavy sports use, especially since the terms of the City's agreement with the County precludes lighting the field.

If the City should ever be in a position to be able to afford to build a nature center/classroom, staff would certainly take advantage of the amenity and would significantly increase programming, including nature camps. In the meantime, staff will continue to explore programming options that utilize existing resources and amenities.

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In addition, the Parks and Recreation Commission also voted 4-1 (Commissioner Harms dissented) to recommend that the City prioritize the Capital Improvement Projects (CIPs) to make the necessary infrastructure improvements to provide for the safety, irrigation, and other park improvements at Baylands Park. Commissioner Harms opposed the motion because he said the City would be better served using the funding for other City-owned sites. (Attachment F, Draft Minutes of the Parks and Recreation Commission Meeting on November 11, 2009)

Reviewed by:

David A. Lewis, Director, Community Services
Prepared by: Scott Morton, Acting Superintendent of Parks, and
Nancy Bolgard Steward, Superintendent of Recreation

Mary J. Bradley, Director, Finance

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. 2007 Study Issue DPR-07
- B. Lease Agreement between the County of Santa Clara and the City of Sunnyvale for the Sunnyvale Baylands Park
- C. Baylands Park Capital and Infrastructure Project Papers
- D. City of Sunnyvale Integrated Pest Management (IPM) Policy
- E. Santa Clara County Integrated Pest Management (IPM) Ordinance
- F. Draft Minutes of the Parks and Recreation Commission Meeting on November 11, 2009

ATTACHMENT A

2007 Study Issue DPR-07

Proposed New Council Study Issue

Number	DPR-07
Status	Above the line
Calendar Year	2007
New or Previous	New
Title	Determine whether to continue agreement with Santa Clara County for operation of SV Baylands Pk past 2011, if so, evaluate whether programmed recreation should be provided. (DPR-11 merged into DPR-07)
Lead Department	Parks and Recreation
Element or SubElement	Open Space and Recreation Sub-Element

1. What are the key elements of the issue? What precipitated it?

The 2006 Open Space and Recreation Sub-Element identified a number of Key Initiatives as priorities for study in the ensuing three to five years. One of these concerns is the City's agreement with Santa Clara County for maintenance and operation of Sunnyvale Baylands Park. Sunnyvale Baylands Park was constructed by Sunnyvale, with partial reimbursement by the County, on County land. This 20-year agreement expires in 2011; however, notice of intent is required by December 2008. In addition, another priority identified in the Sub-Element is to determine what, if any, programmed activity should take place at Sunnyvale Bayland Park, particularly in the Great Meadow.

Phase I of this study would evaluate the City's current agreement with the County of Santa Clara and would assess how well the City has been served by the agreement over the past 15+ years. This study would look at the pros and cons of continuing the agreement past 2011 including costs, revenues, attendance, control, condition of the park, and public opinion. Given that many physical assets such as playground equipment and sprinkler controls would be reaching the end of their useful life during the term of any successor agreement, this study would look at these needs and associated costs and who would be responsible for those costs. The study would explore the likely impacts of continuing or discontinuing the agreement and would also explore potential changes to the terms of the agreement. In conducting this study, contact would be made with the County of Santa Clara to assess their position and interests regarding Sunnyvale Baylands Park. **(Phase I is planned to be complete with corresponding report to City Council in November 2007.)**

Phase II of the study will explore whether programmed recreation activities should be planned for Baylands Park. Consistent with existing master plan for Sunnyvale Baylands Park and under the existing agreement with County of Santa Clara, the City allows drop-in use of the facilities at Baylands Parks and issues permits for picnics and special uses such as kite flying contests. Organized sports groups, particularly adult soccer groups, make use of the large field in the Great Meadow, on an informal basis, so that the City receives no revenue for these types of uses and also does not have any control over scheduling, impact on maintenance, etc. This study would look at which amenities in the park might support formal, programmed use and would look at the potential costs and benefits of doing so. Any use would be reviewed in the context of the City's agreement with Santa Clara County. This review will also consider the use of the existing ropes course currently located in the park. **(Phase II planned completion date is noted below.)**

2. How does this relate to the General Plan or existing City Policy?

This study is specifically called for as a Key Initiative and priority for study in the 2006 open Space and Recreation Sub-Element.

3. Origin of issue

Council Member(s)
General Plan Open Space and Recreation Sub-Element
City Staff
Public
Board or Commission none

4. Multiple Year Project? Yes Planned Complete Date 8/26/08

5. Expected participation involved in the study issue process?

Does Council need to approve a work plan? No
Does this issue require review by a Board/Commission? Yes
If so, which?
Parks and Recreation Commission
Is a Council Study Session anticipated? No
What is the public participation process?
Public Hearings with the Parks and Recreation Commission and the City Council.

6. Cost of Study

Operating Budget Program covering costs
265: Neighborhood Parks and Open Space Management
Project Budget covering costs
Budget modification \$ amount needed for study
Explain below what the additional funding will be used for

7. Potential fiscal impact to implement recommendations in the Study approved by Council

Capital expenditure range \$101K - \$500K
Operating expenditure range \$51K - \$100K
New revenues/savings range \$101K - \$500K

Explain Impact briefly

Capital costs are anticipated to replace features such as playground equipment and/or sprinkler systems that may need to be replaced during the terms of a successor agreement, not all of which are included as part of the City's Infrastructure replacement schedule. Capital costs could potentially be shared with the County.

Estimated costs to provide annual maintenance/operations is approximately \$550,000 in FY2006/07. Revenue for the same period is projected at \$114,260 for a net impact to the General Fund of \$435,740. It should be noted, however, that this reflects the significant cuts (18%) made to the annual maintenance budget at Baylands since FY2002/03.

Phase II - New revenues might be possible resulting from programming the Great Meadow and charging rental fees. Higher maintenance costs may result from increased/heavier use.

8. Recommendation for this calendar year

Board or Commission ranked this study issue ____ of ____
2 (Tied) of 7

Board or Commission ranking comments

The Parks and Recreation Commission ranked this Issue 2 (tied with DPR-04 "Review Rental Fees for Plaza del Sol") out of 7 Issues for study in calendar year 2007.

Staff Recommendation None

If 'For Study' or 'Against Study', explain

9. Estimated consultant hours for completion of the study issue

Managers	Role	Manager	Hours	
Lead	Black, Curtis	Mgr CY1:	300	Mgr CY2: 0
		Staff CY1:	40	Staff CY2: 0
Support	Lawrence, John	Mgr CY1:	10	Mgr CY2: 30
		Staff CY1:	0	Staff CY2: 0
Support	Lewis, David	Mgr CY1:	100	Mgr CY2: 10
		Staff CY1:	50	Staff CY2: 20
Support	Marlins, Silvia	Mgr CY1:	10	Mgr CY2: 30
		Staff CY1:	0	Staff CY2: 0
Support	Russell, Scott	Mgr CY1:	150	Mgr CY2: 20
		Staff CY1:	40	Staff CY2: 0
Support	Steward, Nancy	Mgr CY1:	10	Mgr CY2: 30
		Staff CY1:	0	Staff CY2: 0
Interdep	Moon, Rebecca	Mgr CY1:	40	Mgr CY2: 0
		Staff CY1:	10	Staff CY2: 0

Total Hours CY1: 760

Total Hours CY2: 140

Note: If staff's recommendation is 'For Study' or 'Against Study', the Director should note the relative importance of this Study to other major projects that the Department is currently working on or that are soon to begin, and the impact on existing services/priorities.

Reviewed by

Cathy Merrill Lewis

Department Director

1-24-07

Date

Approved by

Steven Walker

City Manager

1-24-07

Date

for A. Chan

ATTACHMENT B

**Lease Agreement between the County of Santa Clara
and the City of Sunnyvale for the Sunnyvale Baylands Park**

**LEASE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE
CITY OF SUNNYVALE FOR THE SUNNYVALE BAYLANDS PARK**

This is a lease (“**Lease**”) between the City of Sunnyvale, a municipal corporation of the State of California (“**City**”), and the County of Santa Clara, a political subdivision of the State of California (“**County**”), for the City’s lease of certain County property.

RECITALS

1. County owns an approximately 177-acre parcel of land located in the City of Sunnyvale (the “**Premises**”), which Premises are further described on **Exhibit A**, attached hereto, and which excludes the Twin Creeks Sports Complex, as depicted on **Exhibit A**.
2. The City has previously operated the Premises pursuant to the Master Agreement between the County of Santa Clara and City of Sunnyvale Pertaining to Development and Improvement of Sunnyvale Baylands Park, and Related Matters effective April 15, 1986 (“**Previous Agreement**”).
3. The City and County wish to assure the continued operation and maintenance of the Premises for park, playground, and recreational purposes and the City is willing to continue having responsibility for the operation and maintenance of the Premises and the liability related thereto.
4. The County Parks Department recommends that the County Executive grant the City of Sunnyvale a five-year exemption from the County’s Integrated Pest Management Ordinance for the first five years of the lease term.
5. The County is authorized, upon 4/5 vote of the Board of Supervisors, to lease County land held for park use under Government Code section 25536 without bidding. The parties wish to enter into this agreement for the lease of the Premises for the mutual benefit of County and City residents.

County and City agree as follows:

1. **LEASE**
 - a. **Agreement.** County leases to City, and City hires from County, the Premises, including all improvements.
 - b. **County Access to Premises.** County reserves the right to enter the Premises at all reasonable times and with reasonable notice for any purpose, including, but not limited to, to plan or construct County improvement projects, to observe the City’s Lease compliance, or to perform health and safety inspections. If County’s work cannot be completed within one (1) business day, County will coordinate with City for County installation of appropriate signage and safety barriers, if applicable.

County reserves the right to enter and use the Premises for emergency staging or response activities, without notice, at all times for any emergency. City shall provide County with keys or combinations to access all improvements, entrances and doors on the Premises. City shall provide County with new keys or combinations before any re-keying or lock changes.

- c. **No Assignment or Subletting.** City may not assign or sublet this lease, or any portion of the Premises, without County's prior written approval, which approval is in County's sole and absolute discretion.
- d. **Termination of Previous Agreements.** As of the Effective Date of this Agreement, the Previous Agreements are hereby terminated and replaced with this Lease.

2. PREMISES

The Premises are commonly known as the Sunnyvale Baylands Park and are described and depicted on **Exhibit A**.

- a. **Location.** The Premises are located at 999 E. Caribbean Drive, Sunnyvale, CA.
- b. **Existing Improvements.** The Premises include the following Existing Improvements ("**Improvements**"):

Roadways and parking lots	Boardwalk/overlook	Irrigation Systems
Trails and pathways	Ropes course	Sprinkler System
Restrooms	Amphitheater	Fencing
Picnic Areas	Benches	
Landscaping, trees	Playgrounds and play areas	

- c. **Premises As Is, No Warranty.** Pursuant to the previous Master Agreement, City has had possession and control of the Premises, and accepts the Premises as is. Nothing in this Lease shall be deemed to create any obligation on the part of County to make any improvements or alterations to the Premises. County does not warrant the condition of the Premises, its soil, water, or utilities.

3. PERMITTED USE

- a. **Permitted Use.** The County leases the Premises to City for the purpose of providing public recreational opportunities, specifically use of an existing trail system, playground, preservation of the wildlife habitat, and related activities consistent with the County's regional park system and the Baylands Park Master Plan ("**Permitted Use**"). If City wishes to introduce a new use, City shall obtain the County Park and Recreation Department Director's advance, written authorization. Following County's written authorization, City will further comply with other legal requirements for establishing such use, including California's Environmental Quality Act. Once all required approvals are secured, the approved recreational use will be a Permitted Use.

b. **Public Access.** City will operate and maintain the Premises so as to allow public access for the Permitted Use on a year round basis. City may create and administer a system of permits and licenses for the temporary, exclusive use of areas by private parties in furtherance of the Permitted Use, or grant licenses or permits to other public entities for temporary access to construct improvements or restore/enhance natural features of the Premises. The City's indemnification of County (as further set forth in **Section 9**) includes damages or injury that may result from City's grant of use to any other person or entity.

c. **Prohibited Uses**

(i) **Natural Resources.** City shall not cut timber, conduct mining operations, remove sand, gravel, or similar substances from the ground, commit waste of any kind, nor in any manner substantially change the contour or condition of the Premises by grading, filling or depositing material, except as may be specifically authorized under this Lease. City shall remove fallen or dead timber as required for safety or aesthetic reasons and dispose of it or use it in any legal manner and in compliance with the Santa Clara County Fire Prevention Operational Procedure "CDF MOU" attached as **Exhibit E** and incorporated by reference.

(ii) **Water Pollution.** City shall not discharge any substances that will contaminate streams or other bodies of water or otherwise become a public nuisance. City will comply with applicable laws and regulations in effect or prescribed by the federal, state or local government. City shall promptly comply with any regulations, conditions, or instructions relative to the Premises if and when issued by the federal, state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution.

4. **TERM**

a. **Term.** The term of this Lease shall commence on the date of execution by the County ("**Effective Date**") and shall continue for twenty-five (25) years thereafter, unless sooner terminated under the provisions of this Section ("**Term**").

b. **Extension of Initial Term.** If the City is in compliance with the Lease, the term of this lease will automatically renew for one (1) additional term, comprising an additional ten (10) years ("**Extended Term**"), with said ten-year term ending on the anniversary of the Effective Date, in the year 2044, unless the City gives the County written notice of election not to renew at least one year prior to the expiration of the Term. Except as provided in paragraph 4.f below, under no circumstances shall the Term, plus any Extended Term, exceed thirty-five (35) years from the Effective Date of this Lease.

c. **No Cause Termination Prior to End of Term.** Notwithstanding anything set forth in **Section 4(b)**, above, either party may terminate this Lease at its

discretion at any time before the expiration of the Term by giving the other party written notice not less than twenty-four (24) months before the date of such termination (the "Notice Period"). In addition to indicating that the party wishes to terminate the Lease, such written notice shall also specify the Notice Period when the County will obtain possession of the Premises.

If City constructs significant New Capital Improvements (that exceed a total cost of \$10,000) with the approval of the County, and the County exercises its right to terminate without cause, then the parties shall meet and confer to calculate an amortization value of the improvement, and determine the amount the County shall refund to the City for the cost of said new capital Improvements, less the depreciated value of the New Capital Improvements.

- d. **Termination for Default.** County may terminate this Lease for City's default of any of City's material obligations ("**Event of Default**"). Prior to termination, County shall provide City with notice of an Event of Default. City shall have ninety (90) days to cure the Event of Default ("**Cure Period**"), or commence to cure if the default cannot be cured within the Cure Period. If, in the County's reasonable judgment, City has not cured the Event of Default, or in good faith commenced to cure the Event of Default, at the conclusion of the Cure Period, the County may provide notice to City that the Lease is terminated, effective upon City's receipt of County's notice. For the purposes of this Section, City's material obligations include those set forth in **Section 1**, Lease, **Section 3**, Permitted Use, Section 5, Consideration and Rent, **Section 6**, Improvements and Alterations, **Section 7**, Operation, Maintenance, Repair and Replacement, **Section 8**, Hazardous Materials, and **Section 9**, Indemnification and Insurance.
- e. **Restoration and Surrender of Premises.** When the Lease ends for any reason, City must vacate the Premises, remove City's personal property (except County-owned Improvements as specified in **Section 7**), and repair damage or injury to the Premises.
- f. **City Opportunity to Purchase Twin Creeks Softball Complex.** If the County property devoted to Twin Creeks Softball complex shall no longer be managed, leased and maintained by a private operator, then the City shall have the opportunity to meet and confer with the County concerning the possible purchase or operation by City of the land and buildings pursuant to mutually agreeable price and terms.
- g. **Sunnyvale Baylands Park Ownership.** Every five (5) years the parties may meet and confer to discuss the City's interest in acquiring the property that is Sunnyvale Baylands Park from the County.

5. CONSIDERATION

County leases the Premises to City in consideration of the material obligations of this Lease, including City's year round operation and maintenance of the Premises for the Permitted Use and mutual public benefit. City assumes all costs of operation and maintenance of the Premises according to the standards set forth in **Section 7**, and for the design, permitting and construction of improvements, if any, contained in **Section 6** and, assumes all liability and indemnification obligations set forth below.

a. The Parties acknowledge that any revenues received by the City for providing recreational programs and special use permits provide a fraction of the funds to operate, manage and maintain the Premises. County may request a meeting to meet and confer from time to time to verify that costs to operate the Premises exceed revenues. City shall be able to document its revenue and costs for the operation and maintenance of Sunnyvale Baylands Park under its management and control.

b. The Parties may meet and confer from time to time to discuss the planning, funding, construction and operation and maintenance of future New Capital Improvements. The construction of New Capital Improvements is not an obligation in consideration of this Agreement.

c. To the extent possible the parties shall pursue joint grants and shall cooperate with each other in submitting applications and providing information in connection with such grant applications.

6. IMPROVEMENTS & ALTERATIONS

a. **New Capital Improvements.** New Capital Improvements are newly constructed capital infrastructure, and are not replacement or renovation of an Existing Improvement as defined in **Section 2(b)**. As a condition of allowing New Capital Improvements to the Premises after the Effective Date of this Lease, County may, at its sole discretion, establish additional operational or maintenance standards to which the City shall agree in advance of construction. The agreed operational and maintenance standards shall be incorporated into this Lease by written addendum executed by both parties. The parties shall also discuss whether the term of the Agreement should be extended, taking into account the life of the New Capital Improvements that may extend beyond the term, and any modification to the term shall be incorporated into a written Addendum executed by both parties.

City shall provide the County with a written proposal for the New Capital Improvements ("**Improvements**"), including but not limited to, the following information:

(i) **Existing Conditions Map.** A scaled plan of the Premises showing the location of the existing site features and including but not limited to:

- Surrounding land uses, ownership, and access to the Premises;

- Existing vegetation, drainage or water features, utilities, and any structures, noting their construction materials;
 - Roads, trails, parking surfacing, and all other pertinent site circulation information.
- (ii) **Site Plan.** An overall Site Plan of the Premises that graphically shows location of the existing and proposed site features, using the Existing Conditions Map as a base. The Site Plan may also include a narrative to describe the proposed improvements in detail.
- (iii) **Budget and Schedule.** A proposed Budget and Schedule for completion of the design, permitting and construction of the proposed improvements, including description of funding sources and any qualifications associated with the funding sources.
- (iv) **Other Information.** Any other additional information that the County may reasonably require to evaluate the proposal, including but not limited to, soil, geologic or other investigations, surveys, hydrologic studies or environmental assessments.

b. Modifications to Improvements.

Modifications or replacement of Improvements may be proposed by City without regard to the procedures set forth in this section provided however that not less than ninety (90) days prior to City approval of any such modifications or replacement of Improvements City shall submit the proposal to County in writing for approval. Failure by County to respond to City in writing within said ninety (90) day period shall be deemed an approval.

- c. **Environmental Assessment.** For any New Capital Improvements or modifications to Existing Improvements or Improvements constructed pursuant to this Section, City, at City's sole cost and expense, will perform, or cause to be performed, all required environmental review required under the California Environmental Quality Act ("**CEQA**"), including but not limited to, the preparation of studies, documentation, response to comments and revised documentation. City shall prepare and submit the administrative draft environmental document to County for review prior to public circulation. City shall be the lead agency (as that term is defined in CEQA) for noticing and securing the necessary approvals on the final environmental document. County shall be a "responsible agency", as that term is defined in CEQA with sole and absolute discretion to approve the project. If project is approved by County, City will implement the project at its sole cost and expense.
- d. **Construction Documents.** After County's written consent to the Improvements, City, at City's sole cost and expense, will prepare or cause to be prepared construction documents for the Improvements. Unless otherwise agreed by the parties, City will submit construction documents to the County for review and

comment at the 50%, 95% and 100% stages of completion, and before submission to the required permitting agencies. City will not finalize any required regulatory permits until the County has completed its review of the construction documents and provides written approval to City to proceed with the permitting process. Nothing herein shall be deemed to require City to obtain construction permits from the County as long as the City has received all required construction permits from the City of Sunnyvale.

- e. **Permit Approval and Compliance.** City, at City's sole cost and expense, will obtain and comply with all applicable regulatory permits required for the Improvements.
- f. **Retention of Consultants and Contractor; Prevailing Wages, Bonds and Insurance.** Any Improvements constructed on the Premises are a public work within the meaning of California Labor Code Section 1720, to which the provisions of Section 1771, et. seq. apply. City will ensure that all pre-construction consultants and contractors performing work on the Premises comply with these Labor Code requirements, as applicable. In connection with the design and construction of Improvements on the Premises, City will further retain appropriately qualified and licensed consultants and contractors to perform work or services, and select or award contracts consistent with State law requirements that apply to the construction of City's public projects. City will require all consultants and contractors under contract to provide services or construct Improvements provide adequate insurance, and include the County as an additional insured by obtaining an endorsement that includes as additional insureds: "the County of Santa Clara, members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds."
- g. **Construction Observation.** During the construction period, City will provide County with advance notice of all project team meetings, and allow County's representative reasonable access to the project site. Prior to City's acceptance of the Improvements from the construction contractor, City shall allow County an opportunity to make a final inspection of the project for conformance with County's approved plans, and will correct, or cause the contractor to correct, any deficiencies found by County. County will provide written acceptance of the Improvements to City. City must remove any Improvements that County has not accepted from the Premises prior to termination of the Lease.
- h. **As-builts.** City will provide County with a complete set of as-built drawings for Improvements within thirty (30) calendar days after County's acceptance of the Improvements. City will provide the as-built drawings in a hard copy and an electronic format, geo-referenced according to County Parks' requirements.
- i. **Removal of Improvements.** City shall be required to remove such Improvements if (i) County provided City with written notice that such Improvements must be removed from the Premises at termination of this Lease

as a condition of County approval of their construction or (ii) such Improvements were placed on the Premises during the term of the Lease without County approval.

j. Revision to Master Plan.

In the event that City's proposed alterations to Existing Improvements or proposed New Capital Improvements or park uses necessitate revision to the existing Master Plan for Sunnyvale Baylands Park, the City shall be responsible for the preparation of all revisions, in consultation with the County, including any environmental review and procurement of any required approval by a governmental agency.

7. OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT

a. General. City will operate and maintain the Premises in a manner that ensures public safety and recreation. Hours of operation shall, at a minimum, be in accordance with the standards utilized by County with respect to urban parks owned and operated by County.

b. County Operational/Maintenance Requirements. City shall conduct all operations and maintenance activities in accordance with the following requirements:

(i) City agrees to maintain the Premises in a manner consistent with the level of maintenance City provides its neighborhood parks.

(ii) The County may utilize its Lease Monitoring Checklist (**Exhibit C**) to assist with periodic inspections but the City will maintain the Premises pursuant to its Operations Standards attached as **Exhibit F**.

(iii) County's Memorandum of Understanding with the State of California Division of Forestry ("CDF MOU") attached as **Exhibit E** and incorporated by reference for the operation of equipment to prevent fires.

(iv) County's Integrated Pest Management Ordinance, attached as **Exhibit D-1** and incorporated by reference, provides for up to a five-year exemption under authorization of the County Executive. During the period of such exemption, the City will comply with City's Integrated Pest Management Policy, attached as Exhibit D-2 and incorporated by reference, and thereafter the City will comply with the County's Integrated Pest Management Ordinance.

c. Replacement of Capital Infrastructure. The parties shall meet and confer every 2 years to establish a capital replacement list, priorities and funding alternatives. The parties shall meet and confer to agree on a process for safe removal of the infrastructure if required, for joint funding initiatives from their respective budgets and for pursuit of grant funding applications for projects to replace the existing infrastructure.

d. **Sign/Park Name.** All written media promoting or providing information on the Premises where Baylands Park is the sole subject of the advertising shall state that the park is a joint County and City park. All media promoting or providing information on recreation services or programs or general city park programs, including Internet pages and posting and brochures, upon which the name of the park appears may state that the park is a joint County of Santa Clara and City of Sunnyvale park and recreation facility. County Parks Public Information Management Analyst shall provide City with the appropriate logo and wording for publication on a mutually agreeable bi-annual schedule. In lieu of replacing the existing Sunnyvale Baylands Park entry sign, City agrees to install a separate sign identifying the Park as a joint City and County facility.

e. **Notice to County of Fee Schedule.** Not later than ninety (90) days prior to adoption or amendment of any schedule of user fee fees, City shall submit any proposed fee schedule to County for approval. City shall include with its submittal a table showing fees charged by other public entities in the Bay Area for similar services and/or facilities. County may disapprove a fee schedule if it reasonably determines that the fee schedule proposed is inconsistent with fees charged by other public entities in the Bay Area for similar services and/or facilities. Failure by County to report to City within the ninety (90) day period shall be deemed an approval.

8. **HAZARDOUS MATERIALS**

a. **Definition.**

“**Hazardous Materials**” shall mean any hazardous or toxic substance, material, or waste, which is or becomes regulated by any Hazardous Materials Law. “Hazardous Materials” includes petroleum products, asbestos PCB’s, and any material or substance which is:

- (i) Listed under Article 9 or defined as hazardous or extremely hazardous according to Article 1, Title 22, California Administrative Code, Division 4, Chapter 20;
- (ii) Defined as a “hazardous waste” according to Section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903);
- (iii) Defined as a ‘hazardous substance’ according to Section 10, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

“**Hazardous Materials Law**” shall mean any law or regulation of any governmental body with jurisdiction over the Premises (including the U.S. Environmental Protection Agency, California Regional Water Quality Control Board, and the California Department of Health Services), which regulates the use, storage, release, or disposal of any Hazardous Material.

- b. **Hazardous Materials on Premises.** City shall not permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of on the Premises in violation of any Hazardous Materials Law.
- c. **City Responsibility.** City is solely responsible for all releases of Hazardous Materials affecting the Premises from the date this Lease is executed, excepting only releases directly caused by County's actions. City will notify County in writing of:
- (i) Any enforcement, cleanup, removal, or other governmental or regulatory actions undertaken by or threatened against City concerning the Premises under any applicable Hazardous Materials Laws;
 - (ii) All claims made or threatened by any third party against City about damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises;
 - (iii) City's discovery of any Hazardous Materials on the Premises; and
 - (iv) City's discovery of any Hazardous Materials on any adjoining property, which City reasonably believes may affect the Premises.
- d. **Indemnity.** City shall indemnify and defend upon demand with counsel reasonably acceptable to County, and hold County harmless from any liabilities, losses, claims, damages, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result in any way from any cause or source of Hazardous Materials that the City generates, introduces, uses or stores (or negligently allows the generation, introduction, use or storage) on the Premises or which are introduced onto the Premises during the Lease Term.
- e. **Survival of Conditions.** City's obligations under this **Section 8** shall survive the expiration or termination of this Lease. If any inconsistency between this Section and any other part of this Lease is found, the terms of this Section shall control.

9. **INDEMNIFICATION AND INSURANCE**

Without limiting the City's indemnification of County set forth in **Section 8** and in **Exhibit B**, City shall provide and maintain the insurance coverage described in **Exhibit B** during the Term of this Lease. The County understands that the City is self insured.

10. **EMINENT DOMAIN**

In the event a portion of the Premises are condemned, City may terminate this Lease at City's discretion under **Section 4(c)**, or continue operations on the remainder of the Premises under this Lease's terms. City shall provide County with written notice of its intent and, if City continues to Lease the remainder of

the Premises, the definition of Premises under this Lease shall be automatically revised on the date of the condemnation order to exclude the condemned portion of the Premises.

11. COUNTY NO SMOKING POLICY

“Contractor and its employees, agents and subcontractors, shall comply with the County’s No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.”

12. GENERAL PROVISIONS

a. Entire Agreement.

This Lease and any exhibits or addenda set forth all conditions and understandings between County and City about the Premises. There are no conditions or understandings, oral or written, between the parties other than those set forth in the Lease.

b. Exhibits.

The following exhibits are incorporated into this Lease by reference:

- Exhibit A** Map of the Premises
- Exhibit B** Insurance Requirements for Leases with Tenants on County Property (Ex. B-5 revised)
- Exhibit C** Lease Monitoring Checklist
- Exhibit D-1** County Integrated Pest Management Ordinance
- Exhibit D-2** City Integrated Pest Management Policy
- Exhibit E** Santa Clara County Fire Prevention Operational Procedure (California Division of Forestry Memorandum of Understanding)
- Exhibit F** City Operational Standards
- Exhibit G** Form of Memorandum of Lease

c. Changes.

This Lease may be modified only by a writing signed by both parties. The County’s Parks and Recreation Director has authority to administer the Lease and to take all actions for County under this Lease, including but not limited to, termination, extension of the Term, or approval of Improvements to be constructed.

d. **Notices.**

Communications relating to this Lease shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service, to the addresses below:

County of Santa Clara
Parks and Recreation Department
Real Estate Services Division
298 Garden Hill Drive
Los Gatos CA 95032-7669

City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attn: City Manager

Any change in address shall be sent by written notice to the other party and delivered according to this Section.

e. **Severability.**

If any provision of this Lease or any specific application shall be deemed invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

f. **Text to Prevail Over Headings.**

The captions and section headings appearing in this Lease are included for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

g. **Waiver.**

County's waiver of any breach of this Lease shall not be deemed to waive the same breach on a future occasion. No provision of this Lease shall be waived by County, unless the waiver is in writing and signed by the County.

h. **Memorandum of Lease.**

Concurrently with the execution and delivery of this Lease, County and City shall execute and deliver in form suitable for recording the Form Memorandum of Lease ("MOL") attached to this Agreement as **Exhibit G**. Either party may record this MOL at any time, in its absolute discretion. At any time after the expiration of this Lease and City's receipt of County's written request therefor, City shall promptly execute and deliver to County a quitclaim deed quitclaiming to County all of City's right, title and interest in and to the Premises.

Meet and Confer.

In the event there are disputes relating to the operation, maintenance and management of the Premises, the interpretation of the Lease, or the legal rights and remedies hereunder, then the parties shall each appoint an individual to represent each party hereunder. Either party may provide written (or telephone) notice 48 hours prior to the meeting and select a mutually convenient time and place to meet. The City's representative shall be the Parks and Recreations Director, or his or her designee. The County's representative shall be the County Parks Director, or his or her designee. The representatives shall meet and confer to resolve the issues.

COUNTY OF SANTA CLARA

CITY OF SUNNYVALE

By: _____
Liz Kniss, President
Board of Supervisors

By: _____

Date: _____

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the Chair, Board of Supervisors.

ATTEST:

ATTEST:

Maria Marinos, Clerk
Board of Supervisors

City Clerk

APPROVED AS TO FORM & LEGALITY

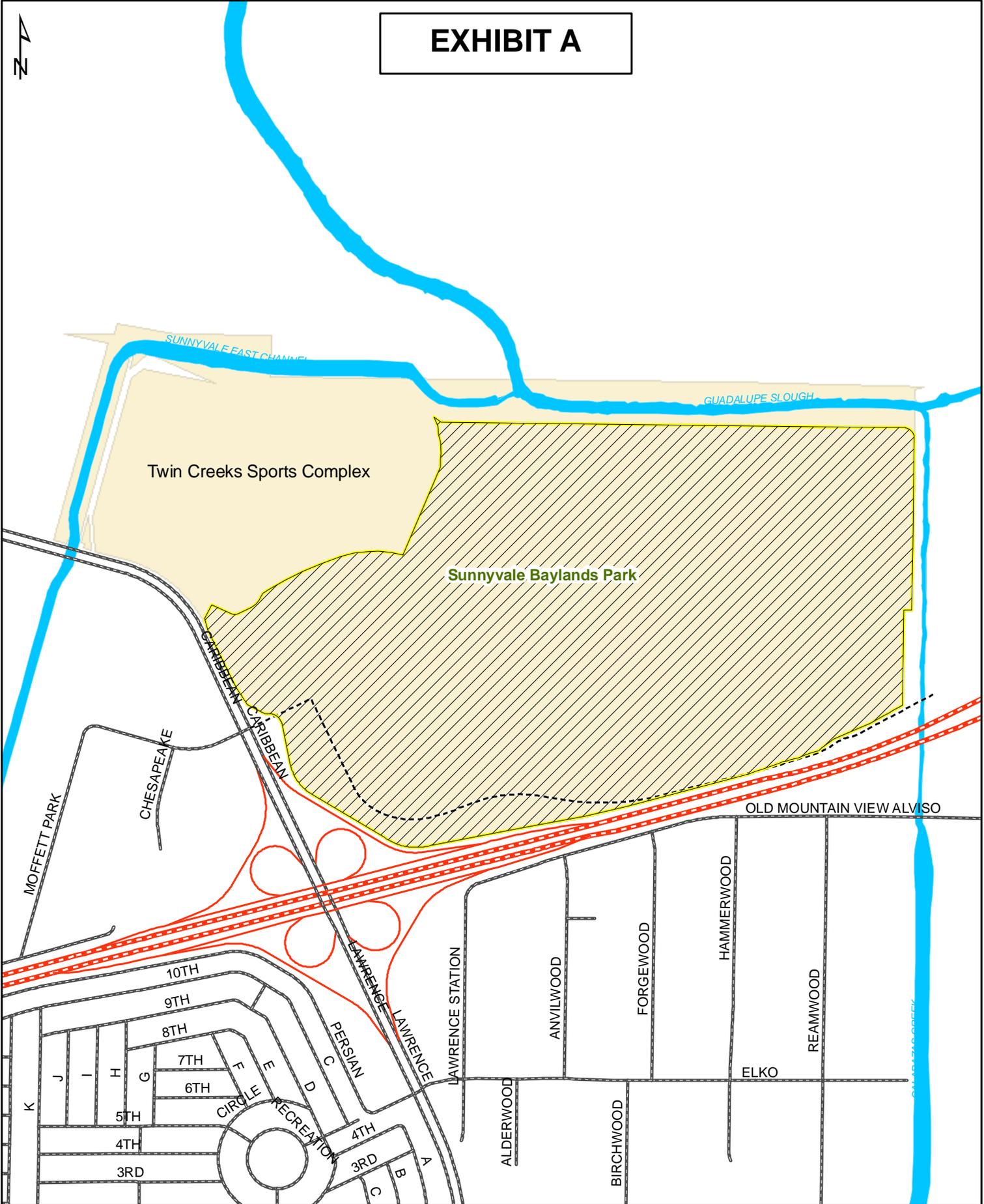
APPROVED AS TO FORM

Katherine Harasz
Deputy County Counsel

City Attorney

EXHIBIT A
MAP OF THE PREMISES

EXHIBIT A



This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

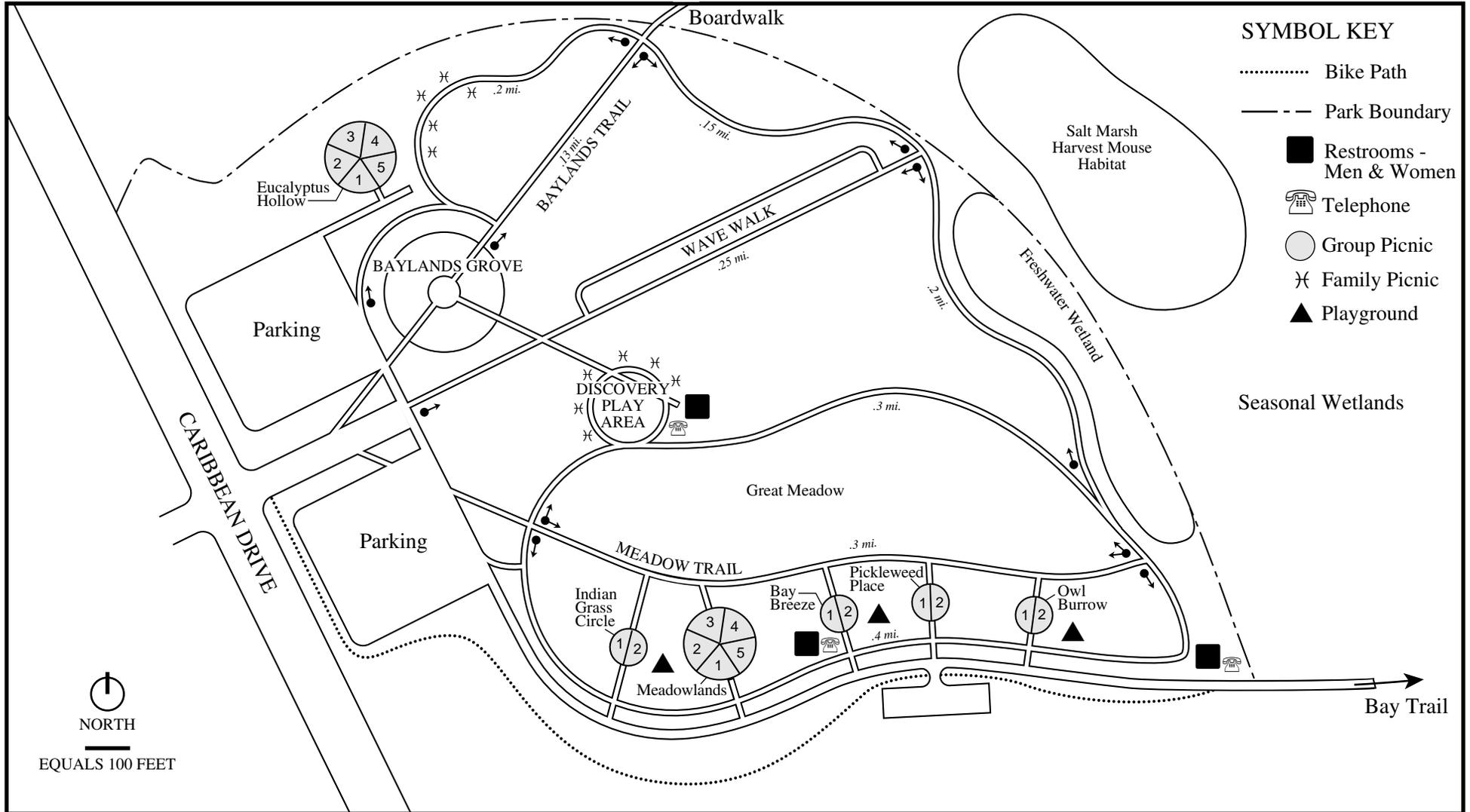
Title: City of Sunnyvale - Lease

Date: April 3, 2009

Comments:

Created By: Scale: 0 160 320 640 960 1,280 Feet

BAYLANDS PARK DIRECTORY



TOTAL PERIMETER = 1 MILE

BAYLANDS TRAIL = .13 MILE

WAVEWALK = .25 MILE

MEADOW TRAIL = .3 MILE

EXHIBIT B

**INSURANCE REQUIREMENTS FOR
LEASES WITH TENANTS ON COUNTY PROPERTY**

EXHIBIT B

INSURANCE REQUIREMENTS FOR LEASES WITH TENANTS ON COUNTY PROPERTY

Indemnification

To the fullest extent allowed by law, LESSEE will indemnify, reimburse, hold harmless and defend County from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss, or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by Tenant or any person using, occupying or visiting the Premises, or by any person in, on, or about the Premises, from any cause whatsoever during the Term of the Lease, excepting only claims arising from the sole negligent or intentional acts or omissions committed by County. Tenant's obligation under this Indemnification section will survive the termination or expiration of the Lease with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Lease.

Insurance

Without limiting the LESSEE's indemnification of the County, LESSEE, shall at its own expense, provide and maintain the following insurance coverage in full force and effect throughout the term of this lease:

A. Evidence of Coverage

Before the start of this Lease, LESSEE shall provide a Certificate of Insurance certifying that coverage as required has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, LESSEE shall provide a certified copy of the policy or policies upon request.

For long-term leases a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager.

C Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows:

- a. Each occurrence- \$1,000,000
- b. General aggregate- \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage, which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance

LESSEE shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by COUNTY, and shall name COUNTY as a loss payee. LESSEE shall also provide fire insurance on all personal property contained within or on the leased premises. The

policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and LESSEE shall name COUNTY as an additional insured.

7. Interruption of Business Insurance

LESSEE shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to COUNTY for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

D. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County and the LESSEE hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT C

LEASE MONITORING CHECKLIST

- b Are conditions for planning, design, and construction addressed, including Department review and approval of each project plan?
- c Has Lessee secured Parks & Recreation Department written approval of construction plans before starting work?
- d Have all necessary permits, including environmental, grading, and building been obtained and County supplied with copies before start of construction?
- e Has Lessee provided performance bond, cash, or US Government securities for 100% of project?
- f Written notice of completion received from Lessee's architect or engineer on file?
- g Written notice from Lessee certifying that all costs and expenses have been paid in full, and that there are no unpaid costs and expenses of any nature?
- h Have any mechanic's, laborer's, material men's, contractor's, subcontractor's or other liens or charges been filed?
- i If any lien or charge has been filed, has tenant furnished County a bond in that amount?

5	EXTERIOR CONDITIONS/LANDSCAPING	YES	NO	N/A
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- a Employees wear uniform shirt that includes operator I.D.?
- b All parking lots and facility areas swept at least weekly? Daily litter pick-up?
- c Premises free from litter and trash disposed of? Cans emptied? Washed if necessary?
- d Regularly scheduled landscape and tree maintenance? Mowing frequent enough and at correct height for grass type? Clippings removed? Damaged, diseased, dead wood removed from trees?
- e Premises free from fire hazard conditions? Weed growth controlled? Weed free condition in area 1-foot wide on inside of base of all fence lines?
- f Is there an herbicide application program? Does program appear to meet EPA standards? Is applicator licensed?
- g Are public restrooms cleaned daily?

- h Are pest problems monitored and, if any, controlled (pigeons, flies, etc.)?
- i Burned out bulbs replaced promptly?
- j Are all fences and gates in good repair? Grasses and weeds trimmed? Locks operable?
- k Are all signs installed, painted, and oriented aesthetically and any unauthorized signs removed?
- l Are all roads and parking in good repair? Is striping easily visible?

6	BUILDINGS AND FACILITIES	YES	NO	N/A
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- a Do all buildings and facilities appear to be in compliance with applicable building code, including provisions of Americans with Disabilities Act (ADA)?
- b Are all exterior surfaces in good repair? Paint?
- c Are all interior surfaces in good repair? Paint?
- d Have floors, walls, ceilings, doors, and windows been kept clean?
- e Any evidence of insects (termites, ants, roaches)?
- f Has all equipment been kept clean and in good repair? Preventive maintenance performed?
- g Are stockrooms and storage areas neat, clean, and orderly?

7	FOOD FACILITIES AREA	YES	NO	N/A
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- a Are health cards, permits, and certificates current and displayed?
- b Date of most recent health inspection? Any items outstanding?
- c Is merchandise aesthetically displayed and competitively priced?
- d Are food products neatly stored?
- e Are floors, walls, ceilings, doors, windows clean?
- f Are exhaust hoods and screens free from grease and lint?
- g Are ventilating fans operational? Free of dust and lint?

- h Are windows and doors fitted with tight fitting screens?
- l Is area free from evidence of insects (roaches, ants)?
- j Is all equipment clean?
- k Are shelves and drawers clean?
- l Has entire area been cleaned, including countertops and food preparation area?

8	PUBLIC RESTROOMS	YES	NO	N/A
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- a Are restroom doors self closing? Properly fitted? Kept clean?
- b Is hot and cold water available?
- c Is hand washing soap, towels, and toilet paper available?
- d Are all fixtures clean, tight, and in good repair, free of odor and leaks?
- e Have all floors and walks been kept clean and dry?
- f Has all graffiti and tagging been removed?
- g Are all cleaning materials neatly stored?

9	RISK MANAGEMENT	YES	NO	N/A
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- a All areas free from apparent health or safety hazards? Structures/grounds/fire? If no, explain.
- b Is an operating public telephone available?
- c Do all hazardous wastes and toxic materials appear to be legally disposed of or contained?
- d Are accident reports filed on a timely basis? If no, explain.
- e Are County "Accident Report Forms" adequately stocked? Waivers?
- f Is staff trained in implementing emergency procedures and first aid?
- g Are first aid kits available, adequately stocked, marked, and stored in plain view?
- h Are safety procedures and posted notices pertaining to local 911, fire,

police and local safety authorities displayed?

- l Is staff trained in Cardio Pulmonary Resuscitation (CPR)? Is at least one CPR certified staff member available at all times the facility is open to the general public?
- j Date of most recent Fire Marshal inspection? Any outstanding items?
- k Are fire extinguishers available? Date of most recent inspection? Number of extinguishers?
- l Are fire alarms operational?
- nr Is there a current Emergency Plan and book of procedures properly stored for easy access and in plain view?

10	PERSONNEL	YES	NO	N/A
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- a Are all personnel courteous, friendly, and helpful?
- b Are all personnel clean and neat in appearance?
- c Are personnel easily identified by uniforms, name badges, or in some other manner?
- d Is there a list of personnel, home addresses, and phone numbers available to park staff in the event of an after-hours emergency?
- e Are there any acts of misconduct by personnel? Recurring? Documented in writing?
- f Is there a formal procedure under which the general public may offer compliments, suggestions or file complaints?
- g Have any complaints been filed? If yes, were they satisfactorily resolved?
- h Prevailing wage: Does Lessee meet applicable provisions of section 1774 and 1775 of the Labor Code of the State of California and Department of Industrial Relations of the State of California?
- l Is there any evidence of discrimination for report to the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission? Have any acts of discrimination been reported?

11	WATER MANAGEMENT/CONSERVATION	YES	NO	N/A
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Is there a water conservation/drought plan? If no, explain. Conservation

- a information posted?
- b Is area free from any evidence of water pollution?
- c Are all water fixtures (faucets, toilets, pipes, fountains) operated and maintained in a manner promoting water conservation? If no, explain.

12	GUEST SERVICES	YES	NO	N/A
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- a Are facilities operated and maintained in a manner that ensures a first class, quality, recreational experience for the general public?
- b Are fee schedules and advertising aesthetically displayed? Copies available to park office?

	SUMMARY	YES	NO	N/A
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Is Park Staff/Lessee interaction positive? If no, explain.

General compliments, suggestions, complaints?

EXPLANATION AND/OR ACTION - NEXT STEPS/COMMENTS

EXHIBIT D-1

COUNTY INTEGRATED PEST MANAGEMENT ORDINANCE

Division B28**INTEGRATED PEST MANAGEMENT AND PESTICIDE USE****Chapter 1. General Provisions****Section B28-1. Intent and Purpose.**

The County, in carrying out its operations, finds it necessary from time to time to use pesticides on County property. The intent of this Division is to protect the health and safety of County employees and the general public, the environment, and water quality, as well as to provide sustainable solutions for pest control on County property. The Board of Supervisors hereby finds and declares that it shall be the policy of the County of Santa Clara to eliminate or reduce pesticide applications on County property to the maximum extent feasible. Preference shall be given to available non-pesticide alternatives, where feasible, before considering the use of pesticides on County property.

This Division concerns the application of pesticides to property owned by the County of Santa Clara only, and does not concern the application of pesticides to property that is not owned by the County of Santa Clara.

Section B28-2. Definitions.

Whenever used in this Division, the following terms shall have the meanings set forth below:

(a) "Antimicrobial pesticides" are pesticides, such as disinfectants and sanitizers, that are intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or protect inanimate objects (for example floors and walls), industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

(b) "Approved List" is the list of pesticides authorized by the County IPM Coordinator for use on County Property developed in accordance with section B28-5.

(c) "Carbamates" means esters on N-methyl carbamic acid, which inhibit cholinesterase.

(d) "Contract" is a binding written agreement, including but not limited to a contract, permit, license or lease between a person, firm, corporation or other entity, including a governmental entity, and the County of Santa Clara which grants a right to use or occupy property of the County or which provides pest management services.

- (e) "County Executive" is the County Executive or his or her designee of the County of Santa Clara.
- (f) "Demonstration site" is a specific area or site designated by a department to evaluate the use of a pest management strategy.
- (g) "Department" is any agency or department of the County of Santa Clara. Department does not include the Vector Control District or any other local, state, or federal agency.
- (h) "Departmental IPM Coordinator" is someone designated by a department head to coordinate the Department's IPM program.
- (i) "County IPM Coordinator" is the person designated by the County Executive to implement and oversee the County of Santa Clara's IPM Program.
- (j) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.
- (k) "Integrated Pest Management (IPM)" is a decision-making process for managing pests using monitoring to determine pest-caused injury levels and combining biological control, cultural practices, mechanical and physical tools, and chemicals to minimize pesticide usage. The method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method uses the least hazardous pesticides only as a last resort for controlling pests.
- (l) "IPM Technical Advisory Group (IPM TAG)" is the technical advisory group to the County for the IPM Program and is further described in section B28-9.
- (m) "Organophosphates" means organophosphorus esters, which inhibit cholinesterase.
- (n) "Pest" is any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except certain insects, viruses, bacteria, or other microorganism on or in living man or living animals).
- (o) "Pesticide" is any substance, or mixture of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment. Pesticide for purposes of this Division does not include antimicrobial agents.

(p) "Posting" is to place signs as identified in section B28-7 to inform employees and the public of pesticide use at a given site.

(q) "Signal Words" are the words used on a pesticide label--Danger, Warning, Caution--to indicate level of toxicity.

(r) "Toxicity Category I Pesticide Product" is any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category I under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

(s) "Toxicity Category II Pesticide Product" is any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category II under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Section B28-3. General Exemptions.

(a) This Division shall not apply to the use of any pesticide for the purpose of improving or maintaining water quality at any County owned or operated drinking water treatment plants, wastewater treatment plants, reservoirs, and related collection, distribution, and treatment facilities.

(b) This Division shall not apply to any use of pesticides on County property by any department when performing pest management or pesticide activities authorized by state or federal laws or regulations.

(c) This Division shall not apply to the use of pesticides by the Vector Control District.

(d) This Division shall not apply to antimicrobial pesticides or pesticides used to control pests in or on living humans or animals.

(e) This Division shall not apply to existing Contracts except as provided in section B28-10.

(f) This Division shall not apply to Contracts under negotiation at the time this Division becomes effective for a period of five years.

Chapter 2. Pesticide Management

Section B28-4. County Integrated Pest Management (IPM) Program.

(a) The County IPM Coordinator shall oversee and coordinate implementation of the IPM Program.

- (b) The IPM Program shall include, but not be limited to, the following:
- (i) Identify staff member(s) responsible for program implementation;
 - (ii) Acquaint County workers with the IPM approach and new pest management strategies, as they become known;
 - (iii) Inform the public of the County's effort to reduce pesticide use;
 - (iv) Respond to questions about the County's pest management program and practices;
 - (v) Conduct ongoing educational programs, where appropriate;
 - (vi) Maintain records and evaluate program effectiveness;
 - (vii) Develop and maintain the Approved List of pesticides.

(c) Departments shall implement the IPM Program consistent with the IPM practices outlined below. Where feasible, departments shall consider a range of potential treatments for the pest problem and employ non-pesticide management tactics first, consider the use of chemicals only as a last resort, and select and use chemicals in accordance with the provisions of this Division. The IPM practices shall include ways to:

- (i) Monitor pests to determine pest population size, occurrence, and natural enemy population, if present. Identify decisions and practices that could affect pest populations. Keep records of monitoring results;
- (ii) Set treatment levels for each pest at each site based on how much biological, aesthetic or economic damage the site can tolerate;
- (iii) Determine the most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use and local conditions;
- (iv) Design construction and building remodels to reduce or eliminate pest habitats and improve efficiency in facility and landscape maintenance and sanitation;
- (v) Reduce pest incidences by modifying management practices such as watering, mulching, fertilizer use, and pruning;
- (vi) Modify pest ecosystems, including waste management and food storage, to reduce pest food, living space, and access;

- (vii) Use physical controls such as hand-weeding, traps and barriers, heat and cold;
- (viii) Use biological controls such as introducing or enhancing pests' natural enemies;
- (ix) When indoors, use baits or least toxic methods of pest control rather than sprays;
- (x) Monitor treatment to evaluate effectiveness;
- (xi) Maintain records as set forth in section B28-8.

Section B28-5. Pesticide Use.

(a) **Approved List.** The County IPM Coordinator shall develop the Approved List using a set of criteria that will be developed with the review and input of the IPM TAG. The criteria will take into account environmental and human health hazards, principles of the IPM approach, and technically based methods, conditions, and specifications for pesticide use. The County IPM Coordinator shall maintain the list of approved pesticides that may be used on County property. The Approved List shall be reviewed and updated at least annually. The IPM Coordinator may amend this list as needed at any time as long as the products are consistent with the established criteria. These amendments shall be communicated to the IPM TAG in writing at the quarterly meetings.

(b) **Specific Exemptions.** An exemption may be obtained from the County IPM Coordinator for use of a product not on the Approved List as follows:

- (i) **One-year exemptions.** The County IPM Coordinator may grant a specific exemption, with limited conditions for use, for a one-year period upon a written request showing that a department has:
 - (1) Identified the need for use;
 - (2) Made a good-faith effort to find alternatives to the pesticide;
 - (3) Identified or demonstrated that effective economic alternatives to the pesticide do not exist for that particular use; and
 - (4) Developed a reasonable plan for investigating alternatives to the pesticide during the exemption period.
- (ii) An exemption may be continued beyond the one-year period by filing a new request for exemption as required in subsection (b)(i) above.

- (iii) The County Executive shall have the discretion to revoke any exemption.
- (c) Emergency use of pesticides.
 - (i) A department responsible for maintenance of a site or facility may apply to the County IPM Coordinator for an emergency pesticide use exemption in the event that a pest outbreak poses an immediate threat to public health or may cause significant economic damage.
 - (ii) If the County IPM Coordinator cannot respond to the application in a timely manner, the Departmental IPM Coordinator submitting the application may authorize the one-time emergency use of the required pesticide and provide notice of the emergency application to the County IPM Coordinator in writing within 48 hours.
 - (iii) Posting of emergency use of pesticides shall be at the time of pesticide application and comply with all other posting requirements.
 - (iv) Reporting of the exemption and pesticide use will comply with all other reporting requirements as stated in section B28-8.

Section B28-6. Restriction on the Use of Pesticides.

Except for the use of pesticides exempted pursuant to section B28-3, pesticides granted an exemption pursuant to section B28-5(b) or 5(c) or pesticides on the Approved List per section B28-5(a), no department shall use any of the following types of pesticides. A list of the pesticides and pesticide products identified in (b) through (g) below shall be on file with the County IPM Coordinator.

- (a) Toxicity Category I or II pesticide products.
- (b) Any pesticide containing a chemical identified by the State of California as a chemical known to the State to cause cancer or reproductive or developmental toxicity pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986.
- (c) Pesticides identified by the State of California on the Groundwater Protection List (Section 13145 (d), Food and Agricultural Code, Division 6. Pest Control Operations).
- (d) Pesticides classified by active ingredient as organophosphate type pesticides as identified by the United States Environmental Protection Agency (Office of Pesticide Programs, document 735-F-99-14, May 1999), or California Environmental Protection Agency, Department of Pesticide Regulation, Chemical Inquiries Database.

(e) Pesticides containing carbamate-type chemicals (California Environmental Protection Agency, Department of Pesticide Regulation, Chemical Inquiries Database.)

(f) Any pesticide classified as a human carcinogen, probable human carcinogen or possible human carcinogen by the United States Environmental Protection Agency, under procedures established in "Proposed Guidelines for Carcinogen Risk Assessment," EPA/600/P-92/003C, April 1996, or equivalent documents.

(g) Any pesticide group officially designated by the California Environmental Protection Agency Department of Pesticide Regulation or by the United States Environmental Protection Agency as posing significant hazard to human health or the environment.

Section B28-7. Posting of Pesticide Use.

(a) Except as provided for in section B28-5(c) and section B28-7(b), any department that uses or authorizes the use of a pesticide shall comply with the following posting procedures:

- (i) Signs shall be posted at least three days before application of the pesticide and remain posted at least four days after application, except for baits and emergency use of pesticides, which are posted at the time of treatment in accordance with section B28-5(c)(iii) above and subsection (b)(iii) below;
- (ii) For buildings and/or landscaped areas adjacent to buildings, signs shall be posted at main entry points where the pesticide is applied;
- (iii) For open areas, signs shall be posted in highly visible locations around the perimeter of the area where the pesticide is applied;
- (iv) For vehicles used primarily by county staff, signs shall be posted at areas where vehicles are obtained or posting information shall be given to the primary drivers.
- (v) Signs shall contain the:
 - (1) Trade name and active ingredient of the pesticide product;
 - (2) Target pest;
 - (3) Date of posting;

- (4) Date(s) of anticipated pesticide use; the date(s) of actual pesticide use will be posted at the main entrance, park office, or designated site;
 - (5) Signal word indicating the toxicity category of the pesticide product;
 - (6) Date for re-entry of staff and the public to the area treated if applicable;
 - (7) Name and contact number for the department responsible for the application.
- (vi) Signs shall have a standard design that is easily recognizable by the public and workers;
- (b) Exemptions to posting.
- (i) Departments shall not be required to post signs in accordance with section B28-7(a) in right-of-way locations and other areas that the general public does not use for recreational purposes.
 - (1) Each department that uses pesticides in such locations shall provide a public access telephone number for information about pesticide applications. The public access telephone number shall be posted in a prominent location at the department's main office building. Information provided shall include all the items in subsection (a)(v) above.
 - (ii) Any pesticide granted an emergency exemption by the County IPM Coordinator shall not be required to be posted prior to treatment. However, all other requirements for posting as set forth in section B28-7(a) shall be followed.
 - (iii) Any pesticide bait placed in a container or trap, or applied as a gel or paste in a crack or crevice shall not be required to post signs prior to treatment. Baits, used indoors, shall be posted in the vicinity of application. Baits, used outdoors, shall be posted in the main office, park office, or a designated site. Signs shall be posted according to the requirements as set forth in section B28-7(a).
 - (iv) The County IPM Coordinator may in his or her discretion grant necessary exemptions to the posting requirements.

Section B28-8. Record Keeping and Reporting.

(a) Each department that uses pesticides shall keep records of pest management activities, including information about demonstration sites and exemptions. A copy of this information shall be placed in a centralized record keeping area in each department. Where feasible, this information shall be kept in a notebook or electronic equivalent maintained in each occupied building. Each pest management activity such as pesticide application, trapping or inspection shall be recorded and, when applicable, include at least the following information:

- (i) Target pest and extent of problem;
- (ii) Product name, active ingredients, EPA Registration number, formulation, and quantity of pesticide used;
- (iii) Site of the pesticide application;
- (iv) Date of pesticide application;
- (v) Name of person conducting pest management activity;
- (vi) Application equipment number, if applicable;
- (vii) Prevention and other non-chemical methods of control recommended or used, and;
- (viii) Evaluation of effectiveness.

(b) The Departmental IPM Coordinator shall keep the following:

- (i) Records of pesticide use;
- (ii) A copy of the label of all pesticides used; and,
- (iii) The material safety data sheet for each pesticide used.

(c) Each department that uses pesticides shall submit a summary of pest management records required in section B28-8(a) and (b) to the County IPM Coordinator at least quarterly.

(d) Pest management records, including pesticide use records, are all public records.

(e) Pesticide use records shall be kept indefinitely until an electronic database tracking system has been established.

Chapter 3. IPM Implementation

Section B28-9. Implementation of County Integrated Pest Management Ordinance.

(a) This Division shall be phased-in over one to two years in order to provide adequate time for developing the Approved List, documenting current IPM practices and/or reductions, and identifying and implementing alternate pest management measures. The County IPM Coordinator shall develop a timetable and format for departments to each submit a plan for implementing this Division.

(b) A Technical Advisory Group (TAG) shall be formed and shall meet at least four times per year to review the County's IPM program and provide comments to the County Executive. The following representatives will be invited to participate on the TAG: two from Pesticide Alternatives of Santa Clara County; one from the Santa Clara Valley Water District; one from the County Agricultural Commissioner; one from the Santa Clara County Pollution Prevention Committee; one County employee representing a labor organization; and one representative from each of the following Santa Clara County agencies and departments: Roads and Airports, Parks and Recreation, the General Services Agency, Valley Health and Hospital System, and Occupational Safety and Environmental Compliance. The Board of Supervisors may at their discretion make changes to the composition of the group as deemed necessary.

(c) The IPM Coordinator shall provide a quarterly report to one or more Board-designated committees on the status of the IPM Program including information about pest problems, pesticide use, list of exemptions, goals and progress, staff training and public education, and anticipated changes that may affect pesticide use.

Section B28-10. County Contracts and Easements.

(a) Except as provided in (i) below, when a department enters into a new Contract (see section B28-2(d)) or amends an existing Contract to extend the term of the Contract for more than six months beyond the current term and any optional extension periods, the Contract shall require compliance with the provisions of this Division including those relating to pesticide restrictions, record keeping, and reporting.

(i) The County Executive may grant an exemption for up to five years from Contract compliance with all or part of the provisions of this Division in the event compliance would negatively impact County revenues, prevent the highest and best use of an asset as determined by the County Executive, or where it is demonstrated that full

compliance cannot be achieved. Notice of any exemption granted pursuant to this subsection (i) shall be given to the applicant and to the IPM TAG. The notice shall state that any person dissatisfied with the decision of the County Executive may file an appeal with the Clerk of the Board within fifteen (15) calendar days of the date of the notice. The appeal will first be heard before the County's Housing, Land Use, Environment, and Transportation Committee, which Committee shall make a recommendation to the Board of Supervisors. The decision of the Board of Supervisors shall be final.

(b) A contractor, or department on behalf of a contractor, may apply for exemptions authorized under section B28-5(b) and (c), and this section B28-10.

(c) When a department enters into a new lease in which the County is occupying or using property not owned by the County (and thus not within the definition of Contract in section B28-2(d)), the County shall use reasonable efforts to negotiate the use of IPM practices as part of that lease.

(d) In current leases in which the County is occupying or using property not owned by the County, the County shall encourage the use of IPM practices whenever practical.

(e) When the County is granted an easement, the maintenance of the easement shall be in compliance with this Division if consistent with the terms of the easement.

(f) A process, which incorporates a request for qualifications, shall be used in the selection of all contractors for pest management services and shall be in compliance with county contracting policies and state law. The County IPM Coordinator and the TAG may participate in the process. All contractors applying for pest management services shall submit a Pest Management Plan, which outlines how they will comply with the IPM Ordinance. The Plan shall give preference to prevention and other non-pesticide or least toxic methods of pest control.

Section B28-11. Pesticide Purchases.

All pesticide products and pest control services that include pesticide applications shall comply with this Division and be purchased through the County Procurement department, not using the petty cash or direct pay methods.

Section B28-12. Policy and Guidelines.

The County Executive may recommend policy for Board approval and issue guidelines to implement this Division.

Section B28-13. No Criminal Penalties or Sanctions.

The provisions of sections A1-28 of the Santa Clara County Ordinance Code shall not apply to this Division; nor shall any person, or government official, board, commission, or agency be responsible for any criminal penalties for any violation of the Division.

Section B28-14. No Civil Liability for Violations of this Chapter.

This Division and the provisions are directory, and are intended to set forth goals and program elements for management of pests and pesticide use. This chapter is not intended to create a standard of civil liability for the acts or failure to act of the County and its employees and contractors. No person, government official, board, commission, or agency shall be liable in any civil action or proceeding for damages for violation of any of the provisions of this Division.

EXHIBIT D-2

CITY INTEGRATED PEST MANAGEMENT POLICY

 Integrated Pest Management Policy for City-Owned Facilities	Administrative Policy Manual Chapter 6 – Facilities & Equipment Article 12
	Attachments: <i>none</i>
Effective Date: November 2002	Responsible Department: Department of Public Works
Prior Version & Notes: Prior Version: <i>not available</i>	

Section 1. Purpose

This policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) on all City properties. The goals of the IPM policy and its implementation throughout the city are to:

- Create awareness among City staff of pest management techniques.
- Provide a means of educating all City departments to practice the most appropriate approach to managing pests on City properties.
- Reduce or minimize pesticide use on City properties.
- Eliminate adverse impacts to water quality (both in urban streams and South San Francisco Bay) due to pesticide usage.
- Prevent adverse impacts of pesticide usage on the quality of composted green waste.

Subd. 1. Background

The City's National Pollutant Discharge Elimination System (NPDES) permit from the California Regional Water Quality Control Board (NPDES Permit No. 01-024) requires that the City develop and implement a pesticide toxicity control plan to address urban stream impairment by pesticides. In particular, organophosphate-containing pesticides (e.g., Diazinon and chlorpyrifos) have been found to persist in the environment and cause water quality impairment of some South San Francisco Bay area urban creeks and streams. Also, the City is required to limit discharges of copper into South San Francisco Bay by its NPDES permit. Using non-chemical controls, biological controls, and less toxic chemicals instead of using copper-based and organophosphate pesticides to deal with pest problems will help reduce the impacts to urban streams and South San Francisco Bay.

Clopyralid is the very persistent active ingredient in a number of herbicides that can be used for weed control. Very small amounts of Clopyralid contained in green waste that is collected for composting will continue to be active and cause the finished compost product to adversely affect plants to which it is applied. However, Clopyralid is also a valuable herbicide for managing the noxious thistle family of weeds that may infest native grass areas and restoration projects.

Restrictions on the collection of green waste for composting from Clopyralid-treated areas are included in this policy to prevent the contamination of compost products produced at the SMaRT Station or other City facilities.

Section 2. Policy

Subd. 1. Definitions

The following definitions are used in this Article:

Biological control – The use of biological technologies to manage unwanted pests. Examples of this type of control include, but would not be limited to the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.

Cultural control - The use of IPM control methods such as grazing, re-vegetation and seeding or landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases.

DPR - Department of Pesticide Regulations for the State of California' s Environmental Protection Agency. DPR, in partnership with Federal Environmental Protection Agency (EPA) and County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.

Environmental Stewardship - The strategic approach to pest management in which the IPM practitioners focus on preserving the natural integrity and health of the environment, including public safety, while recommending or applying pest management methods. Environmental Stewardship philosophy helps to create awareness of the Best Management Practices (BMPs) and their relationship to maintaining a healthy environment while conducting pest management activities.

Integrated Pest Management (IPM) – IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.

Mechanical controls – The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.

PCA – PCA or Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. Only a licensed PCA, who is registered with the County Agricultural Commissioner may provide written pest control recommendations for agricultural pest management, including parks, cemeteries, golf courses, and rights-of-way.

Pesticides – Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

QAL - Qualified Applicators License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.

QAC - Qualified Applicators Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. Applications may include residential, industrial, institutional, landscape, rights-of-way sites.

Structural Pest Control Operator (Branch I, II or III) – A licensed applicator for pest control within buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

Subd. 2. Integrated Pest Management (IPM) Policy

The City of Sunnyvale, including all departments and staff herein, and contractors providing pest control services on City property shall follow the City's IPM policy for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

A. Pest Control Advisor (PCA)

Licensed PCAs will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

- (1) No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
- (2) Physical or mechanical controls (e.g., hand labor, mowing, etc.)
- (3) Cultural controls (e.g., mulching, disking, alternative vegetation)
- (4) Biological controls (e.g., natural enemies or predators, goats)
- (5) Reduced-risk chemical controls (e.g., soaps or oils)

B. Pesticide Applicator (QAL, QAC, or Structural Pest Control Operator)

- (1) Those licensed or certified City staff and contractors employed by the City to control or manage pests will follow the IPM Best Management Practices and Standard Operating Procedures found in the City of Sunnyvale Urban Runoff Management Plan (URMP) Pest Management Control Program chapter.
- (2) Pesticide Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

C. All City Staff and Departments

- (1) City departments and staff will promote non-toxic and reduced-risk alternatives for structural and landscape pest control, seeking to use the most up to date IPM technologies and best management practices.
- (2) The City will provide education for all City staff regarding IPM practices. The Public Works Department/Environmental Division will also provide information to residents and special districts within the City regarding the IPM Policy and how it is being implemented. The City, through Public Works Department/Environmental Division activities, will establish a role model approach to encourage the use of IPM techniques for structural and landscaping pest management practices with residents, businesses, and special districts.

D. Pest Management Contractors Employed by the City

New contracts that are negotiated with pest management contractors doing work on City-owned property after January 9, 2003 will include requirements that the contractors follow the practices of the City's IPM Policy as described in the Sunnyvale Administrative Policy Manual and the Best Management Practices and Standard Operating Procedures of the Sunnyvale Urban Runoff Management Plan, Pest Management Control Program chapter.

E. City Property Leaseholders

- (1) The City shall use reasonable efforts to require the use of IPM practices as a part of new and renewed leases negotiated for City property after January 9, 2003.
- (2) City property leaseholders will be informed of the City's IPM Policy by Public Works Department staff and encouraged to use, whenever practical, the IPM Best Management Practices and Standard Operating Procedures described in the Sunnyvale Urban Runoff Management Plan.

Subd. 3. Pesticide Application

A. Who May Apply Pesticides

- (1) Only City employees or pest control contractors employed by the City who are authorized and trained to recommend or apply pesticides (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications or licenses) may apply any pesticides to City property.
- (2) City employees who are not authorized and trained in pesticide application are prohibited from using any pesticides, including over-the-counter brands, in or around the work place. If insects or other pests are infesting a work area, contact Facilities Management (x7761) to arrange for a pest management contractor to apply the appropriate control methods.

B. Pesticides of Concern

- (1) City employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use organophosphate pesticides (e.g., those containing Diazinon and chlorpyrifos) or copper-based pesticides unless:
 - (a) Their use can be justified,
 - (b) Other approaches and techniques have been considered, and;
 - (c) Adverse water-quality impacts are eliminated.
- 2) Pesticides that contain Clopyralid are of concern because they are persistent and must not enter the green waste recycling/composting process. Therefore, City employees or pest control contractors employed by the City will not apply Clopyralid-containing pesticides to City property unless:
 - (a) Their use can be justified,
 - (b) Other approaches and techniques have been considered, and;
 - (c) Green waste (grass clippings, etc.) from areas where Clopyralid-containing pesticides are to be applied will not be collected for composting, but will be left on site to promote a healthy thatch layer.

C. Water Quality Management

- (1) When recommending pesticides for use or applying pesticides, the element of Environmental Stewardship must always be taken into consideration. City employees or pest control contractors employed by the City will select and apply IPM methods that will have the least impact on water quality and the environment.
- (2) City employees or pest control contractors employed by the City will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a possibility of a pesticide being transported into surface water.

- (3) Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those city employees or pest control contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

Subd. 4. Employee and Pest Control Contractor Training for PCA, QAL, QAC or Structural Pest Control Operators (Branch I, II, and III)

- A. All Pest Control Advisors and Applicators employed by the City or its pest control contractors will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator.
- B. All other employees involved with pesticide applications as a normal part of their job duties and pest control contractors hired by the City will be trained as required by State of California DPR rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board. They will work directly under the supervision of a licensed applicator.
- C. All City Departments that use pesticides on City property will provide annual training to all employees who apply pesticides as a normal part of their job duties on:
 - Pesticide Safety,
 - The City's IPM Policy, and
 - Appropriate BMPs and SOPs from the Sunnyvale Urban Runoff Management Plan, Pest Management Control Program chapter.

Subd. 5. Education and Outreach on the Sunnyvale IPM Policy and Implementation Plan

- A. The Public Works Department/Environmental Division, in participation with the Santa Clara Valley Urban Runoff Pollution Prevention Program, will continue with its existing program to encourage people who live, work, and/or attend school in Sunnyvale to:
 - (1) Obtain information on IPM techniques to control pests and minimize pesticide use;
 - (2) Use IPM technologies for dealing with pest problems; and
 - (3) Properly dispose of unused pesticides and their containers.
- B. The Public Works Department/Environmental Division will expand its current public outreach program on the topics described above to include:
 - (1) City employees who are not authorized to apply pesticides as a part of their normal job duties.
 - (2) Selected business owners (i.e. landscape gardeners and commercial pesticide applicators).

- (3) Special Districts that occur within the Sunnyvale city limits.
- (4) School District staff that may be involved with pest management.

Subd. 6. Reporting

- A. To provide details on the previous year's pesticide use on City-owned property, each City department and pest control contractor employed by the City will submit copies of their State of California Monthly Summary Pesticide Use Report (Form PR-ENF-060) to the Environmental Division Manager of the Public Works Department in January of each calendar year. This information is reported as a part of the City's NPDES Stormwater Permit Annual Report compiled by the Public Works Department/ Environmental Division.
- B. Each City department that applies pesticides will conduct an annual inventory by December of each calendar year to identify pesticides that are no longer legal or appropriate for applications per Federal, State, County, or City requirements. Results of the inventory will be reported to the Environmental Division Manager of the Public Works Department in January of each calendar year for the previous year's inventory. This information is reported as a part of the City's NPDES Stormwater Permit Annual Report compiled by the Public Works Department/ Environmental Division.
- C. Each City department that applies pesticides will conduct an annual review and evaluation process of the effectiveness of the City's IPM Policy, BMPs and SOPs. They will provide a written evaluation to the Environmental Division Manager of the Public Works Department in July of each year that discusses:
 - (1) New IPM techniques that could be used to improve results
 - (2) Staff training needs with a focus on the safe use, disposal, and storage of pesticides
 - (3) Suggested modifications to the City's IPM Policy, BMPs, and SOPs to ensure that the Policy and implementation plan continue to be effective.

Section 3. Roles and Responsibilities

It is the responsibility of all City departments, staff and contractors to adhere to the Integrated Pest Management Policy.

All City Departments that use pesticides

- Submit monthly summary pesticide use reports to the Environmental Division Manager.
- Conduct annual inventory of pesticides and report to Environmental Division Manager.
- Conduct annual review of the effectiveness of the City IPM and report results to Environmental Division Manager.

Public Works Department/Environmental Division

- Provides information to residents and special districts regarding the IPM and encourage the use of IPM techniques for structural and landscaping pest management practices.
- Encourages the use of IPM practices by City property leaseholders.
- Works with the Santa Clara Valley Urban Runoff Pollution Prevention Program to disseminate information about IPM techniques

Environmental Division Manager

- Receive monthly summary pesticide use reports from City departments and contractors
- Receive results of annual inventory and review of pesticides and processes from the city departments
- Compiles NPDES Stormwater Permit Annual Report

Facilities Management

- Arranges for pest management contractors in response to reports of insect or pest infestations.
- Provide information to the Environmental Division on the details (types and quantities) of pesticides used on City property by the contractors they hire.

EXHIBIT E

**SANTA CLARA COUNTY FIRE PREVENTION OPERATIONAL PROCEDURE
(CALIFORNIA DIVISION OF FORESTRY MEMORANDUM OF UNDERSTANDING)**

Santa Clara County Fire Prevention Operational Procedure

When Using Internal Combustion Engine
And Other Equipment
Which May Cause Flame or Sparks in
Dry Grass, Brush or Forest
Covered Areas of the County

In Cooperation With
The California Department of Forestry
And Fire Protection
Santa Clara Unit

May 14, 2001

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2. Fire Season Defined
3. Operational Procedures and Required Equipment
4. Equipment Inspection and Record Keeping
5. Applicable Laws and Regulations
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1. Procedural Objective

It is the objective of the County of Santa Clara to be in compliance with all codes, regulations, and ordinances pertaining to fire prevention standards.

This document serves as a procedural guideline for ALL Santa Clara County Departments, performing operations INVOLVING COMBUSTIBLE ENGINE EQUIPMENT OR EQUIPMENT WHICH CAUSES SPARKS OR FLAMES within the grass, brush or forest covered areas of the Santa Clara County.

All Departments are encouraged to complete as many projects in the grass, brush or forest covered areas of the County prior to the curing of flammable vegetation whenever practical.

2. Fire Season Defined

- (a) It is the intent of this policy to implement the most cautious measures during "Fire Season".
- (b) For purpose of this document, Fire Season is defined as
 - (II) May 1 through November 30 of any calendar year, or
 - (III) anytime weather monitoring indicates that relative humidity is less than 30%.

This policy will be implemented fully during May 1 through November 30 irrespective of weather monitoring results, and will be extended into other days and months of the year anytime relative humidity is less than 30%.

- (c) In non-fire season, wind speed above 10 MPH will in itself not stop operations. In fire season, sustained wind speed above 10 MPH will stop operations

3. Operational Procedures and Required Equipment

DURING FIRE SEASON, OPERATIONS Involving use of combustible engines or equipment which produce flames or sparks which will be **CONDUCTED WITHIN OR ADJACENT TO NON-IRRIGATED GRASS, BRUSH OR FOREST AREAS WILL BE CONDUCTED USING THE FOLLOWING RULES:**

(a) Prior to commencement of operations:

(II) Staff will secure the current fire conditions from Santa Clara County Communications at (408) 299-2507.

No OPERATIONS shall occur within 24 hours of a predicted Red Flag day AS DETERMINED BY the National Weather Service.

(III) Staff will assess current weather conditions at the planned site of operation every two hours:

In the event one of the following readings are noted, Operations shall not begin, or will cease IMMEDIATELY!

THE RELATIVE HUMIDITY IS AT OR BELOW 30%

SUSTAINED WIND SPEEDS REACH 10MPH

(IV) If ambient temperature reaches 80 degrees Fahrenheit at any time during the operation, weather samples must be taken hourly.

(b) Required Equipment

During Fire Season, THE FOLLOWING EQUIPMENT MUST BE IMMEDIATELY AVAILABLE AT the Actual JOB SITE:

(II) 1 serviceable round point shovel with an overall length of not less than 46 inches

(III) 1 (5 gallon) water backpack pump fire extinguisher

(IV) Weather Sampling Device

(IV) Non-Divertible Truck mounted water pump Required

In addition to a backpack water pump, shovel, and weather-sampling device, **all high-risk activities must have a non-divertible water pump equipped pick-truck** assigned to the operation. A trained observer that is familiar with the operation, the fire apparatus, the vehicle radio, and the location of the operation must staff the truck. The observer must remain in the immediate area of the truck; and the truck must remain in the immediate area of the activity being monitored.

High Risk Activities include:

Flailing, Disking, Operating Brush Hog Equipment and Grading in heavy brush areas with less than 10' of clearance and other like activities.

(V) Non-Divertible Truck mounted water pump Not Required

Low to Moderate risk activities do not require a non-divertible water pump equipped pick-truck. However, a shovel, 5-gallon backpack water pump and weather-sampling device must still be immediately available at the actual job site.

Low to Moderate Risk Activities include:

Weed-whacking, Torch Cutting, Spot Welding, High Wheel Mowing, Generators, Mowing light grass immediately adjacent to irrigated lawns where natural fire breaks like roads, creeks or paved paths are present.

(VI) Exempted Activities

It is not required to check weather conditions or suspend operations on red flag days when performing any type of work in or around well-irrigated green lawns or while using a leaf blower. However, shovels and backpack fire pumpers shall be near-by as a precautionary measure.

DURING NON- FIRE SEASON, OPERATIONS CONDUCTED WITHIN OR ADJACENT TO GRASS, BRUSH OR FOREST AREAS WILL BE CONDUCTED USING THE FOLLOWING RULES:

(a) Prior to commencement of operations:

(II) Weather Samples will be taken at the job site

If relative humidity is more than 30% operations can proceed without further weather monitoring or other fire fighting devices.

If original relative humidity reading is less than 30% the preceding operational rules for fire season will be followed.

4. Equipment Inspection and Record Keeping

- (a) Prior to May 1st of each calendar year, Santa Clara County will inspect all combustible engine equipment that is intended for use by the County in or adjacent to any grass, brush or forested areas within Santa Clara County. Inspected equipment must meet the requirements of section 4442 of the Public Resource Code. Equipment that has not been inspected shall not be used.

Section 4442 of the Public Resource Code requires that any type of equipment that is powered by an internal combustion engine must be equipped with an approved spark arrestor. This does not include most motor vehicles if, they are equipped with an approved muffler system, routed properly, as described in the Motor Vehicle Code.

- (b) Hired or contracted private equipment must meet the requirements of this plan. Inspection of hired equipment is the responsibility of the County.
- (c) Santa Clara County will maintain maintenance and inspection records for equipment related to this plan and make them available for inspection.

5. Applicable Laws and Regulations:

CALIFORNIA HEALTH AND SAFETY CODE REFERENCE SECTIONS:

13001. Causing Fire

Every person is guilty of a misdemeanor who, through careless or negligent action, throws or places any lighted cigarette, cigar, ashes, or other flaming or glowing substance, or any substance or thing which may cause a fire, in any place where it may directly or indirectly start a fire, or who uses or operates a welding torch, tar pot or any other device which may cause a fire, who does not clear the inflammable material surrounding the operation or take such other reasonable precautions necessary to insure against the starting and spreading of fire.

13005. Use of Hydrocarbon Burning Engine Without Exhaust Spark Arrester

Every person is guilty of a misdemeanor who:

(a) Sells, offers for sale, leases, or rents to any person any tractor, engine, machine, or truck equipped with an internal combustion engine that uses hydrocarbon fuels, if either:

(1) It is specifically designed for use in harvesting or moving grain or hay or for use on land covered with any other flammable agricultural crop, unless the exhaust system of the engine is equipped with a spark arrester in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443 of the Public Resources Code.

(2) It is not specifically designed for any of the uses described in paragraph (1) but could be used for any of those uses, unless the person provides written notice to the purchaser or bailee at the time of sale or at the time of entering into the lease or rental contract stating that the use or operation of the engine on any flammable agricultural cropland is a violation of subdivision (b), unless the exhaust system is equipped with a spark arrester in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443 of the Public Resources Code.

(b) Operates or causes to be operated any tractor, engine, machine, or truck equipped with an internal combustion engine that uses hydrocarbon fuels in harvesting or moving grain or hay, or on land covered with any other flammable agricultural crop, unless the engine is equipped with a spark arrester maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443 of the Public Resources Code.

Spark arrester, as used in this section, is as defined in Section 4442 of the Public Resources Code. Spark arresters attached to the exhaust system of engines on equipment or vehicles, as described in this section, shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material. Motortrucks, truck tractors, buses, and passenger vehicles except motorcycles, are not subject to the provisions of paragraph (2) of subdivision (a) if the exhaust system is equipped with a muffler as defined in the Vehicle Code.

13007. Any person who personally or through another willfully, negligently, or in violation of law, sets fire to, allows fire to be set to, or allows a fire kindled or attended by him to escape to, the property of another, whether privately or publicly owned, is liable to the owner of such property for any damages to the property caused by the fire.

CALIFORNIA PUBLIC RESOURCE CODE REFERENCES SECTIONS:

4427. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:

(a) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.

(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

Section 4427 (b) of the Public Resource Code also requires these tools to be carried on each piece of equipment and that they be kept in a serviceable condition.

4442. (a) Except as otherwise provided in this section, no person shall use, operate, or allow to be used or operated, any internal combustion engine which uses hydrocarbon fuels on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrester, as defined in subdivision (c), maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to

4443. (b) Spark arresters affixed to the exhaust system of engines or vehicles subject to this section shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

(c) A spark arrester is a device constructed of nonflammable materials specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

(d) Engines used to provide motive power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code.

(e) Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in effective mechanical condition.

6. CONTACT INFORMATION:

County Communications – Control 12 Weather Conditions

(408) 299-2507

California Department of Forestry and Fire Protection Morgan Hill Headquarters:

(408) 779-2121

Ask for the ECC during regular business hours

ANY Fire Emergency:

911

CDF / Santa Clara Fire Prevention Bureau:

(408) 779-2121

Attachments:

Sample Forms

Attachment A

Weather Monitoring Sheet

SANTA CLARA COUNTY WEATHER MONITORING LOG

AGENCY: _____ LOCATION: _____
 OPERATOR: _____ DATE: _____

PRIOR TO COMMENCEMENT OF AT RISK OPERATIONS INVOLVING EQUIPMENT IN DRY GRASS, BRUSH OR FOREST COVERED AREAS, STAFF WILL SECURE FIRE CONDITIONS FROM COUNTY COMMUNICATIONS (408) 299-2507.

NO OPERATIONS WILL OCCUR WITHIN 24 HOURS OF A PREDICTED RED FLAG DAY.

RED FLAG DAY Yes No

TIME	HUMIDITY	WIND SPEED	TEMPERATURE	INITIALS	FIELD NOTES
600					
700					
800					
900					
1000					
1100					
1200					
1300					
1400					
1500					
1600					
1700					

Per Policy, Is a NON-DIVERTIBLE TRUCK MOUNTED FIRE PUMP WITH DRIVER REQUIRED? YES NO
 Per Policy, A BACKPACK FIRE PUMP and ROUND POINT SHOVEL MUST BE ON SITE
 IS REQUIRED EQUIPMENT ON SITE? YES NO

Prior to commencement of AT RISK OPERATIONS, weather samples will be recorded at the site. Additional weather samples will be recorded every **two hours** thereafter until completion of the operation.
If the ambient temperature reaches 80 degrees Fahrenheit at any time during the operation, weather samples must be taken and recorded hourly.

Operations will cease immediately when:
 The Humidity is AT or BELOW 30%, or
 Sustained WIND SPEEDS reach 10 MPH or HIGHER

EXHIBIT F

CITY OPERATIONAL STANDARDS

Washington - Victory Village - Encinal - Braly - Arboretum - Columbia - De Anza - Greenwood
 Manor - John W. Christian Greenbelt - Las Palmas - Ortega - Serra - Community Center - School Districts' Athletic Fields and Facilities - Murphy - Orchard Gardens - Panama - Panamio - San Antonio - San Antonio
 Center - Butcher's Corner - Raynor - Cannery - Fairwood - Civic Center Campus - Fair Oaks - Ponderosa - Washington

SUNNYVALE PARKS QUALITY STANDARDS MANUAL



PARKS AND RECREATION
 DEPARTMENT



Rev. October 2002

CREDITS

This manual was first created by Parks Division staff in 1989 and subsequently revised in 2002. Below are the people who have been instrumental in the creation and revision of this document.

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Superintendent of Parks

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INTRODUCTION

Revised in 2002, this **QUALITY STANDARDS MANUAL** makes obvious the important connection between the budget and park operations. When the Parks Division budget structure was revised in the fall of 1995, special effort was taken to create **OUTCOME MEASURES for ATTRACTIVENESS and USABILITY** that relate to tangible park features. These same **ATTRACTIVE and USABILITY OUTCOMES** serve as the framework of this manual, thereby exposing each employee to, and facilitating their ability to comprehend the budget structure.

The **QUALITY STANDARDS** contained in the manual define the desired conditions of those same tangible park features and are a natural expansion of budgetary **OUTCOME MEASURES**. Broad division goals and objectives have thereby been translated into very simple, yet specific, outcome standards with which all employees can identify.

This manual also provides a framework for periodically inspecting the tangible features of each park site, and for evaluating their condition. Senior Parks Leaders and other staff that evaluate park areas will note that the following Quality Standards for park components have been simplified. That is, the inspection audits contain a series of “Yes” and “No” questions. For example, either turf color is “uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance”, or it’s not. Therefore, the Quality Standards have been placed in **BOLD** type for each component as staff perform regular inspections and evaluate conditions. The findings of these inspections are then reported and compared to planned levels of achievement as detailed in the budget.

The greatest benefit of this manual to park employees, however, has little to do with the budget structure. ***Clear expectations relative to the maintenance of those physical features for which they are held responsible provide staff with basic information and direction related to the provision of service levels expected by management and agreed upon by City Council.*** As management’s expectations serve as the basis for evaluating employee performances as well, the information contained in this manual could be likened to a road map depicting some of the most direct routes to acceptable or above average performance audit ratings.

ORNAMENTAL TURF

Ornamental turf refers to those lawn areas serving primarily as visual attractions. Because different types of grasses serve different functions, the methods we use to maintain them, the dollars allotted for their maintenance and the criteria we use to evaluate them are also different. On athletic fields, for example, usability is more important than attractiveness (for information on athletic fields see "Recreational Facilities"; for meadow grasses see "Ground Covers").

No other structure, fixture or landscape feature has a greater impact on the appearance of our park system than that of the ornamental turf. Indeed, the quality of it often overshadows all else. For many observers, it is the primary indicator of overall park quality. A well-managed lawn can effectively draw attention away from shortcomings in other areas, while impressions of even the best facility can be quickly ruined by poorly-managed turf.

In regard to attractiveness, the quality of turf in lawn areas shall be judged by a review of five factors - color, height, density, texture, and edging.

In regard to usability, the quality of turf in lawn areas shall be judged by a review of one factor – utility.

ATTRACTIVE

Color

There is no doubt that color is one of the most obvious and widely-used (if not the most valid) indicator of turf quality. So great is its influence that it can leave a lasting impression (good or bad) on those who may never do more than view the park from a passing automobile.

It is intended that only the color of existing turf will be evaluated. That is, a lack of color due to an inoperative sprinkler or chemically treated Kikuyu grass would affect the rating, but a lack of color due to non-existent turf (bare patches) would not. Such problems would be identified and rated under a separate category (e.g., density).

Quality Standard: Overall color is uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance.

Height

The importance of uniform height to turf is easily demonstrated by the visual impact of a newly-mowed lawn next to one that has not been maintained for several days. Height also can affect the utility of the turf.

Quality Standard: Turf is kept at a uniform height.

Density

The density of turf is as important as its height. A thick stand of turf provides a more functional surface for park users, a healthier, groomed appearance, and greater protection against texture variations (by allowing fewer weeds to germinate) than does a thin stand. It is intended that the overall density of designated lawn areas will be evaluated, not just that of existing grasses. That is, this is where the impact of bare spots is taken into account

Quality Standard: Turf appears extremely dense from a distance. Closer inspection reveals that while it is quite dense, the soil surface can be identified without great difficulty.

Texture

The importance of uniform texture when judging the overall quality of a lawn is subtle but considerable. Often, for example, it is the different texture of weeds which makes them offensive to the eye in a stand of turf. Degrees of difference in texture account for the fact that broadleaf weeds are generally more noticeable, and hence more offensive, than grassy weeds.

Quality Standard: Texture from a distance is quite consistent as characterized by lawns comprised solely of grass blades. Slight or patchy variations in grass blade texture may be evident. Close inspection may reveal occasional, broadleaf weeds.

Edging

The aesthetic qualities of turf are generally enhanced by clear, purposeful contrasts to surrounding differences in material, texture and color. This is achieved by clearly defining the borders of designated turf areas. The more obvious the border, the sharper the contrast. Allowing grasses to stray from their designated boundaries may impact not only the overall appearance of the turf, but the utility of surrounding park surfaces as well.

Quality Standard: Designated turf boundaries are obvious and sharply defined throughout the park.

USABLE

Utility

Park visitors use lawn areas for a variety of purposes, including such activities as picnicking, informal ball games, kite flying and passive recreation. While the five factors previously mentioned may influence the utility of a lawn, other constraints affect it as well. An uneven soil surface, for example, can make it more difficult or dangerous for users to jog or to play ball; a soggy or deeply-rutted lawn is of little use to picnickers.

Quality Standard: Entire lawn area is capable of supporting all reasonable lawn activities. There are no areas unsuitable for use.

TREES

Sunnyvale maintains an urban forest throughout its park system because it recognizes the vital roles that trees play in landscape beautification. Trees provide us with various colors, shapes and textures -- with natural grace and beauty. They camouflage unsightly scenes and break the monotony of man-made materials such as concrete and asphalt.

The City also realizes that trees contribute a great deal more than their natural beauty to the quality of our lives. They help to keep our air supply fresh by producing oxygen and absorbing the carbon dioxide we, our industries and automobiles produce. Their leaves trap and filter dust and pollen. Trees act as natural air conditioners, providing shade in the summer and insulation during winter months. Trees slow strong winds, function as effective sound barriers, afford us shade and privacy, and increase surrounding property values.

The large number of trees comprising our park systems forest makes it difficult to perform a detailed, time-consuming appraisal of each tree on a tri-annual basis. Indeed, a thorough evaluation would require that each tree be climbed and inspected by a qualified arborist--an unwarranted task requiring thousands of hours. While initial observations of specific trees may prompt such detailed evaluations on occasion, the routine inspection of each tree on a tri-annual basis shall be performed from ground level and in the following manner:

ATTRACTIVE

Quality Standard: Trees should display at least some semblance of the form common to the species. Some allowance shall be made for natural "character", but grossly misshapen trees will not pass muster.

Quality Standard: There should be no stubs, dead "flags" or other unsightly distractions.

Quality Standard: Stumps should not be visible. They should either be removed to at least twelve inches below ground (e.g., in open turf) or hidden by existing vegetation (e.g., planter beds).

USABLE

Quality Standard: Trees planted for a specific reason (e.g., to serve as visual screens, noise barriers, or to provide summer shade) should serve the intended purpose.

Quality Standard: Tree limbs should not interfere with buildings, utility wires, etc.

Quality Standard: Limbs and/or foliage should not obstruct park signs. Tree roots should not interfere with the utility of surrounding facilities or fixtures.

GROUND COVERS AND SHRUBS

Ground covers vary widely in height, leaf color, texture and form. Although technically most any plant which covers the surface may be called ground cover, most plants within the park system designated as ground cover are low-growing evergreen plants which are encouraged to form a fairly dense mat.

A shrub can be generally defined as a woody perennial plant, often with many stems, which measure 8" or less. This is a useful working definition, but is rather arbitrary, as distinctions between ground covers and shrubs and between shrubs and trees can blur. Certain shrubs can be designated as ground cover while others can be trained as trees.

Both Ground Cover and Shrubs serve several landscape functions. Ground Cover is a relatively low maintenance portion of the landscape, which can help suppress weeds and aid in soil retention. Ground Cover/Shrubs may be planted to route traffic or camouflage unsightly objects (vacuum breakers, poles, etc.) They also provide visual interest and contrast to expanses of turf areas by varying heights, shapes, and seasonal color.

ATTRACTIVE

Quality Standard: There are no inappropriate bare areas in ground cover areas. One may see bare ground in a close view, but the planting presents an overall dense appearance.

Quality Standard: Flowering G.C./Shrubs display good distribution of flowers (in appropriate season) across entire planting.

Quality Standard: No evidence of pests or debris from normal viewing distances. Close inspection reveals minor signs of pests/disease.

USABLE

Quality Standard: Plants conform to height consistent with species and intended function.

ORNAMENTAL WATER FEATURES

Ornamental water features provide accent to parks areas and public facilities. The fountains and ponds at the Sunnyvale Community Center play a major role in visitor satisfaction and usability. Similarly, park water features such as the Serra Park stream, Las Palmas and Braly Park ponds provide soothing sounds and visual relief for City dwellers. While all parks do not have ornamental water features, it is essential that the Parks Division maintains these features in accordance with the following standards.

ATTRACTIVE

Quality Standard: are free of floating objects and algae.

Quality Standard: appropriate water color is maintained.

Quality Standard: appropriate water level is maintained.

USABLE

Rating Criteria : fountains should be functional

Quality Standard: pond lights should be functional (if applicable).

TURF ATHLETIC FIELDS

No other structure, fixture or landscape feature has a greater impact on the appearance of our park system than that of the ornamental turf. Indeed, the quality of it often overshadows all else. For many observers, it is the primary indicator of overall park quality. A well-managed lawn can effectively draw attention away from shortcomings in other areas, while impressions of even the best facility can be quickly ruined by poorly-managed turf.

ATTRACTIVE

Color

There is no doubt that color is one of the most obvious and widely-used (if not the most valid) indicator of turf quality. So great is its influence that it can leave a lasting impression (good or bad) on those who may never do more than view the park from a passing automobile.

It is intended that only the color of existing turf will be evaluated. That is, a lack of color due to an inoperative sprinkler or chemically treated Kikuyu grass would affect the rating, but a lack of color due to non-existent turf (bare patches) would not. Such problems would be identified and rated under a separate category (e.g., density).

Quality Standard: Overall color is uniform and quite green despite occasional small (in proportion to overall size of lawn) spots of discoloration (yellowing/browning, etc.) noticeable from a distance.

Height

The importance of uniform height to turf is easily demonstrated by the visual impact of a newly-mowed lawn next to one that has not been maintained for several days. Height also can affect the utility of the turf.

Quality Standard: Turf is kept at a uniform height.

Density

The density of turf is as important as its height. A thick stand of turf provides a more functional surface for park users, a healthier, groomed appearance, and greater protection against texture variations (by allowing fewer weeds to germinate) than does a thin stand. It is intended that the overall density of designated lawn areas will be evaluated, not just that of existing grasses. That is, this is where the impact of bare spots is taken into account

Quality Standard: Turf appears extremely dense from a distance. Closer inspection reveals that while it is quite dense, the soil surface can be identified without great difficulty.

Edging

The aesthetic qualities of turf are generally enhanced by clear, purposeful contrasts to surrounding differences in material, texture and color. This is achieved by clearly defining the borders of designated turf areas. The more obvious the border, the sharper the contrast. Allowing grasses to stray from their designated boundaries may impact not only the overall appearance of the turf, but the utility of surrounding park surfaces as well. Edges designed to flow or be more subtle in nature should be identified prior to the audit.

Quality Standard: Designated turf boundaries are obvious and clearly defined throughout the park.

USABLE

Utility

Park visitors use lawn areas for a variety of purposes, including such activities as picnicking, informal ball games, kite flying and passive recreation. While the five factors previously mentioned may influence the utility of a lawn, other constraints affect it as well. An uneven soil surface, for example, can make it more difficult or dangerous for users to jog or to play ball; a soggy or deeply-rutted lawn is of little use to picnickers.

Quality Standard: Entire lawn area is functional (capable of supporting all reasonable lawn activities).

BALL FIELDS (INFLElds)

Turf areas of sports fields are maintained in accordance with the Quality Standards in section II. of this manual. However, the condition of the ball field infields is integral to use of the sport fields for hundred of park visitors of all ages. The following Quality Standards apply specifically to the softball, pony colt and little league ball fields throughout the neighborhood park system.

ATTRACTIVE

Quality Standard: areas are free of litter and debris.

Quality Standard: areas are free of weeds.

Quality Standard: bleachers and backstops are properly painted/sealed where appropriate.

USABLE

Quality Standard: areas are reasonably level, free of holes, depressions, rocks and debris.

Quality Standard: areas have clearly defined boundaries.

Quality Standard: areas are free of compaction.

Quality Standard: areas are free of excess water.

Quality Standard: lights are functional.

TENNIS AND BASKETBALL COURTS

Tennis and basketball courts are maintained through combined operational and capital efforts. Court surfaces are sealed and striped periodically and staff provides the all important task of litter removal, net repair/replacement and court washing on a routine basis. The following Quality Standards assist staff in meeting the City Council established Outcomes for these facilities.

ATTRACTIVE

Quality Standard: areas are free of litter and debris.

Quality Standard: areas are free of vandalism and graffiti.

Quality Standard: Surfaces are painted where applicable.

USABLE

Quality Standard: areas are smooth without large cracks.

Quality Standard: have clearly visible and well-defined lines.

Quality Standard: nets, rims and backboards are set at the proper height and/or tension.

Quality Standard: areas are clean.

Quality Standard: lights are functional.

PAR COURSES

Par (exercise) courses are located at many Park/School sites and serve the needs of local neighbors and students as well. These par courses consist of walking/jogging tracks with occasional simple exercise stations, including signage to instruct participants of the most beneficial exercise program for that particular station.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are painted where applicable.

USABLE

Rating Criteria : are in good repair.

Quality Standard: are clean.

Quality Standard: functional according to their intended purpose.

PLAYGROUNDS

The relatively high standards by which we judge the quality of our playgrounds is a reflection of their importance in several respects. First, they are depended on by both children and guardians on a regular basis. It should be kept in mind that while one inoperative piece of play equipment may seem to you a minor problem when compared to your total park responsibilities, to any number of children it may be a catastrophic loss as their scope of concern is extremely narrow and tends to focus on immediate gratification.

Second, related safety issues become paramount when one considers that while children are among our most precious natural resources, they cannot be expected to search for or to recognize many threats to their own well-being. For this, they are largely dependent on you.

The quality of playgrounds and tot lots (defined below) shall be judged on the basis of their safety, utility, and attractiveness, with the following description serving as the general quality standard:

Designated playgrounds and tot lots shall be maintained to be safe and attractive, and to provide school-age children with a variety of skill and sensory activity opportunities, such that the qualities of safety, aesthetics, and utility are in superior condition throughout the year.

DEFINITIONS

Tot Lots

Designed with very young children in mind. Base material is generally washed plaster sand, which serves as the primary medium for tot activity. There are few, if any, fixtures or structures, and those that do exist present rounded edges and limited moving parts (save for guardian-supervised activities such as tot swings).

Playgrounds

Designed with older children in mind. Base material is generally a soft decorative bark capable of withstanding heavy foot traffic and cushioning minor falls. Fixtures/structures are planned to stimulate children's imagination and to provide a variety of skill and sensory experiences.

Safety

Safety is by far the most important standard by which we evaluate the quality of our playgrounds. It is expected that safety will always be the Parks Worker's highest priority, and that he/she will pay close and special attention to areas frequented by children.

Informal (unscheduled) safety inspections of playground areas should be performed often by the Parks Worker, and hazards identified should be eliminated immediately (within 48 hours). Equipment which cannot be repaired immediately should be removed from service whenever possible, thus rendering them safe. **Please note that all safety hazards must be communicated to the main Park's Office (730-7506) and documented on the Hazard/Vandalism Log Sheet as well.**

The following list of quality standards should be used as a general guide during playground safety inspections. They are meant to serve as basic foundations on which to build - they are not substitutes for close scrutiny or common sense.

ATTRACTIVE

Beauty, as the saying goes, is in the eye of the beholder. Thus, this particular rating of playground equipment requires a certain amount of subjectivity. The intent, however, is not to judge the appeal of a structure's design, or the choice of color for a particular piece of equipment; rather, the intent is to judge the appearance of each piece of play equipment as compared to its original appearance (e.g., Is the paint peeling? Does it appear to be in "very used" or "like new" condition?).

Playgrounds, and activity centers in particular, will never be fully functional if they are not attractive to those intended to use them. In general, children prefer new things to old, shiny objects instead of dull, and bright colors as compared to faded. Playground apparatus should be maintained and rated with this in mind.

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are bright and colorful.

USABLE

Playground utility refers to the ability of individual pieces of equipment to perform their intended function.

Rating Criteria : apparatus serve their intended purpose.

Quality Standard: surfaces are clean.

Quality Standard: surface material is adequate.

PICNIC SITES

Neighborhood parks attract thousands of picnickers each year. Companies and residents use these facilities extensively in the warm season. It is essential that staff prepare picnic sites for this intense use and hold to the Quality Standards noted below so the picnic users experience will be positive and memorable.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

Quality Standard: surfaces are painted where applicable.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are clean.

MULTI-PURPOSE BUILDINGS

Parks buildings are used for a variety of functions and purposes, hence the common reference; multi-purpose buildings. Park staff's responsibilities, in terms of buildings, are primarily limited to those of custodial nature. While staff do monitor general building conditions and report obvious problems to the Facilities Management Division. Facilities Management has responsibility to inspect and maintain the structural integrity of all buildings. This includes responsibility not only for such problems as leaking roofs and termite damage but for preventative maintenance designed to prolong the structural integrity of the building (e.g., painting)* The quality standards listed below, speak to the custodial responsibilities of Park staff. For more information regarding other areas of responsibility, contact the Facilities Management Division.

* In addition, various user groups are expected to provide for and maintain special building features provided primarily or exclusively for their use.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are free of litter, debris and clean

OTHER RECREATIONAL FACILITIES

Other Recreational Facilities include the bowling green, handball, horseshoe, shuffleboard and volleyball courts. Many of these facilities may go unused several days per week or during off-season months. These facilities have proven valuable to park visitors over past decades. User groups tend to be tightly focused on their particular activity. Therefore, staff should take the time to learn about the games/sports that are played in these facilities and maintain them in accordance with the following Quality Standards.

ATTRACTIVE

Quality Standard: are free of litter and debris.

Quality Standard: are free of vandalism and graffiti.

USABLE

Quality Standard: are functional according to their intended purpose.

Quality Standard: are free of litter, debris and clean

RESTROOMS

While ornamental turf areas are key to the public's general perception of park conditions, the condition of Park restrooms can destroy even the most positive opinions of park conditions. Properly or poorly maintained restrooms are both noted by park visitors. Many visitors use the restroom condition as their criteria for which park to visit. Few tasks provide staff an opportunity (when properly done) to make such a positive impact on the perception of Sunnyvale's parks. The restroom Quality Standards are as follows:

ATTRACTIVE

Quality Standard: toilets, urinals, sinks and partitions are clean.

Quality Standard: toilets, urinals, sinks and partitions are free of graffiti.

Quality Standard: are odor free.

USABLE

Quality Standard: are clean.

Quality Standard: are odor free.

Quality Standard: are functional.

HARDSCAPES

Park hardscapes facilitate many activities throughout the parks system. Movement from one park activity center (building, sports field, etc.) to another is just one purpose of hardscapes. Other important uses include parties on patios near buildings and leisure strolls. And, no other portion of the parks systems holds as great a potential for visitor injury. It is critical that staff familiarize themselves with, and provide support actions for the following hardscape Quality Standards.

ATTRACTIVE

Quality Standard: are free of weeds, graffiti and debris.

USABLE

Quality Standard: Are free of obstructing debris.

Quality Standard: Displaced hardscapes should not have unintended differentials greater than one-half inch in height.

Quality Standard: Hardscapes should be free of severe cracking and/or unintended separations greater than one-half inch wide.

STRUCTURES AND FIXTURES

Our ability to accurately assess the quality of our maintenance efforts is dependent on comprehensive inventories of those items entrusted to our care. "Structures and Fixtures" groups together a large number of physical park features not addressed by more specific objectives, including everything from waste containers to flag poles. Therefore, while a list of items covered by this objective will be generated for every park, each will be unique and site-specific.

Each item shall be observed and judged relative to its ability to meet all the quality standards listed on the following checklist. An item which does not meet all the listed criteria is counted as such, whether it fails to meet just one or all of the quality standards listed.

NOTE: All hazardous conditions and/or acts of vandalism shall also be reported as soon as possible to the Main Parks Office (730-7506).

Backflow prevention devices, backstops (portable), benches, bike racks, bleachers, bollards, cigarette butt cans, drinking fountains, dumpsters and their enclosures, fences and gates, flagpoles, light standards and fixtures, pay phones, planter boxes, raised beds, container plants, signage, statues, sculptures, art work, trellises, arbors, utility boxes, and waste containers should be:

ATTRACTIVE

Quality Standard: clean and free of debris.

Quality Standard: free of vandalism and graffiti.

Quality Standard: clean and free of debris.

Quality Standard: painted/sealed where applicable.

USABLE

Quality Standard: secure and stable.

Quality Standard: have visible signage.

Quality Standard: functional according to their intended purpose.

EXHIBIT G

FORM OF MEMORANDUM OF LEASE

7. RECORDING REQUESTED BY

8. AND WHEN RECORDED RETURN TO:

County of Santa Clara
Office of the County Counsel
298 Garden Hill Drive
Los Gatos, CA 95032
Attention: Real Estate Services

Record without fee under Section 6103 California Government Code

a. MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is made as of _____, 2009 by and between the County of Santa Clara ("**Landlord**") and City of Sunnyvale, a municipal corporation of the State of California ("**Tenant**").

1. For good and valuable consideration, receipt of which is hereby acknowledged, Landlord hereby leases to Tenant and Tenant hires from Landlord certain improved real property described on Exhibit 1 hereto ("**Premises**"). The terms and conditions of this lease are more particularly set forth in an unrecorded (the "**Lease**") between Landlord and Tenant dated as of _____, which is hereby incorporated herein by this reference.
2. The primary term of the Lease ("**Lease Term**") is twenty five years, commencing on the earlier of _____ or the date Tenant commences construction (as defined in Section 201 of the Lease) on the Premises.
3. Lessee has the option, subject to the terms and conditions of the Lease, to extend the Lease Term for three (3) additional period(s) of ten (10) years each.
4. This Memorandum has been executed, acknowledged and recorded solely for the purpose of providing constructive notice of the Lease. If any inconsistency or conflict exists between the provisions of this Memorandum and the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum as of the day and year first written above.

COUNTY OF SANTA CLARA

CITY OF SUNNYVALE

Liz Kniss, President
Board of Supervisors

Date: _____

Date: _____

Signed and certified that a copy of this document
has been delivered by electronic or other means to
the Chair, Board of Supervisors

ATTEST

ATTEST

Maria Marinos, Clerk
Board of Supervisors

City Clerk

APPROVED AS TO FORM AND
LEGALITY

APPROVED AS TO FORM

Katherine Harasz
Deputy County Counsel

City Attorney

[SIGNATURES MUST BE ACKNOWLEDGED]

ATTACHMENT C

Baylands Park Capital and Infrastructure Project Papers

900690 Sunnyvale Baylands Park Amenities Infrastructure

Project & Financial Information Report 10/7/2009 11:13:16 AM

Data

Category	Infrastructure	Type	Parks & Recreation
Origin. Yr	2009-10	Phase	Planning
Planned Comp. Yr	2017-18	% Complete	n/a
Actual Comp. Yr	2017-18	Origin	Staff

Element	2 Community Development	Goal	2.2C
Sub Element	2.2 Open Space & Recreation	Neighborhood	Lakewood

Future Infrastructure Costs	<input type="checkbox"/>	Gas Tax Eligible	<input type="checkbox"/>
Future Operating Costs	<input type="checkbox"/>	Park Dedication Eligible	<input checked="" type="checkbox"/>
No Carry Over Allowed	<input type="checkbox"/>	Revenue Dependent	<input type="checkbox"/>
Department	Community Services	Project Administration	<input type="checkbox"/>
Manager	Curtis Black	Art in Public Places Eligible	<input type="checkbox"/>
Coordinator	Scott Russell	Storm Water Discharge Req.	<input type="checkbox"/>
Interdependencies	none	ADA/Acc. Comm. Rev. Req.	<input type="checkbox"/>
Inflate Project Costs	<input checked="" type="checkbox"/>	Trans. Strategic Plan	<input type="checkbox"/>
Inflate Operating Costs	<input type="checkbox"/>		
Inflate Revenues	<input type="checkbox"/>		

Change

Change from FY 2008-09 Budget

No Change	<input type="checkbox"/>
New Project	<input checked="" type="checkbox"/>
Increase Project Costs	<input type="checkbox"/>
Decrease Project Costs	<input type="checkbox"/>
Change Operating Costs	<input type="checkbox"/>
Close Project	<input type="checkbox"/>
Project Delayed	<input type="checkbox"/>
Budget Supplement	<input type="checkbox"/>
Budget Modification	<input type="checkbox"/>

Fund 610 Infrastructure Renov & Replace
Sub Fund 100 General Fund Assets
Funding Sources
 Park Dedication Fund

Project Description/Scope/Purpose

This project provides for the repair and/or replacement of infrastructure amenities such as Irrigation systems, playground equipment, boardwalk surfaces and drainage systems at Sunnyvale Baylands Park. Because Baylands Park is not owned by the City, its infrastructure components were not included in the 40-year infrastructure plan created in 1994. In 2007 City Council directed that the City extend its use and maintenance lease with Santa Clara County. The County has stated that it will not provide funding for infrastructure, capital or operating expenses at this park. Therefore, the City must consider whether to repair/replace amenities or to allow the park to change in use and decline in service levels, whereby play equipment, irrigation systems, signage, etc. would be removed rather than being replaced at the end of their useful life. This project was identified during the Parks of the Future (POTF) report.

Project Evaluation & Analysis

Cost estimates were developed by consultants that provided the POTF report, and a review of current costs for irrigation components and play equipment in parks. Completion of these projects would maintain service levels for Baylands Park users by repairing or replacing components have reached the end of their useful life spans. Alternatives to funding this project include maintaining the park in its current state and eliminating components as they are no longer useful and safe. For example, play equipment could be removed, the boardwalk could be closed to public access and similar steps would be taken throughout the park as components age. Eventually this alternative would significantly reduce service levels for this park and it would become a more rustic and natural type of park.

Fiscal Impact

This project is Park Dedication Fund eligible. Costs are programmed as follows: FY 2009/10 irrigation controllers; FY 2010/11 play equipment replacement; FY 2012/13 replace boardwalk deck; and, FY 2017/18 repair/replace drainage near Owl Burrow picnic ground and Child's Discovery Area. Operating costs are included in the Program 265 operating budget. Sunnyvale Baylands Park parking lot Infrastructure needs are addressed in project #900618. Project #900656 addresses park building infrastructure needs.

900690 Sunnyvale Baylands Park Amenities Infrastructure

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Financial					Evaluation					
FY 2008-09 Adopted Budget					FY 2009-10 Proposed Budget					Budget Evaluation Comments
Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Project Review Comments
Actuals to 2006-07	0	0	0	n/a	Actuals to 2006-07	0	0	0	n/a	
Actual 2007-08	0	0	0	n/a	Actual 2007-08	0	0	0	n/a	Project Review Category Not Funded
PY Project Life Budget	0	0	0	n/a	PY Project Life Budget	0	0	0	n/a	Prioritization Ranking 3-High Mid-Range - Support 0 Cont'd Operations
Available PY Budget	0	0	0	0	Available PY Budget	0	0	0	0	
Current Budget 2008-09	0	0	0	0	Current Budget 2008-09	0	0	0	0	Prioritization Ranking Notes
Total Avail. Budget 2008-09	0	0	0	0	Total Avail. Budget 2008-09	0	0	0	0	Prioritization Sub-Ranking
Proposed Budget					Proposed Budget					
2009-10	0	0	0	0	2009-10	75,000	0	0	0	Prioritization Sub-Ranking
2010-11	0	0	0	0	2010-11	122,500	0	0	0	Notes
2011-12	0	0	0	0	2011-12	0	0	0	0	
2012-13	0	0	0	0	2012-13	36,414	0	0	0	
2013-14	0	0	0	0	2013-14	0	0	0	0	
2014-15	0	0	0	0	2014-15	0	0	0	0	
2015-16	0	0	0	0	2015-16	0	0	0	0	
2016-17	0	0	0	0	2016-17	0	0	0	0	
2017-18	0	0	0	0	2017-18	59,732	0	0	0	
2018-19	0	0	0	0	2018-19	0	0	0	0	
2019-20	0	0	0	0	2019-20	0	0	0	0	
2020-21	0	0	0	0	2020-21	0	0	0	0	
2021-22	0	0	0	0	2021-22	0	0	0	0	
2022-23	0	0	0	0	2022-23	0	0	0	0	
2023-24	0	0	0	0	2023-24	0	0	0	0	
2024-25	0	0	0	0	2024-25	0	0	0	0	
2025-26	0	0	0	0	2025-26	0	0	0	0	
2026-27	0	0	0	0	2026-27	0	0	0	0	
2027-28	0	0	0	0	2027-28	0	0	0	0	
2028-29	0	0	0	0	2028-29	0	0	0	0	
20 yr. Budget	0	0	0	0	20 yr. Budget	293,646	0	0	0	
Grand Total	0	0	0	0	Grand Total	293,646	0	0	0	

900690 Sunnyvale Baylands Park Amenities Infrastructure

Project & Financial Information Report 10/7/2009 11:13:16 AM

Project Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
5065 Construction Services	0	n.a.		75,000	122,500	0	36,414	0	0	0	0	0	59,732	0	293,646
Total			0	0	75,000	122,500	0	36,414	0	0	0	0	59,732	0	293,646

Project Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5065 Construction Services	0	n.a.	0	0	0	0	0	0	0	0	0	0	0	293,646
Total			0	0	0	0	0	0	0	0	0	0	0	293,646

Revenues

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Revenues

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Transfers

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Total			0	0	0	0	0	0	0	0	0	0	0	0	0
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Transfers

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

900656 Baylands Park Building Renovation

Project & Financial Information Report 10/7/2009 11:11:41 AM

Data

Category	Infrastructure	Type	Parks
Origin. Yr	2009-10	Phase	Ongoing
Planned Comp. Yr	Ongoing	% Complete	n/a
Actual Comp. Yr	Ongoing	Origin	Staff

Element	2 Community Development	Goal	2.2C
Sub Element	2.2 Open Space & Recreation	Neighborhood	Lakewood

Future Infrastructure Costs	<input checked="" type="checkbox"/>	Gas Tax Eligible	<input type="checkbox"/>
Future Operating Costs	<input type="checkbox"/>	Park Dedication Eligible	<input checked="" type="checkbox"/>
No Carry Over Allowed	<input type="checkbox"/>	Revenue Dependent	<input type="checkbox"/>
<hr/>		Project Administration	<input type="checkbox"/>
Department	Community Services	Art in Public Places Eligible	<input type="checkbox"/>
Manager	Curtis Black	Storm Water Discharge Req.	<input type="checkbox"/>
Coordinator	Scott Russell	ADA/Acc. Comm. Rev. Req.	<input type="checkbox"/>
Interdependencies	none	Trans. Strategic Plan	<input type="checkbox"/>
Inflate Project Costs	<input checked="" type="checkbox"/>		
Inflate Operating Costs	<input type="checkbox"/>		
Inflate Revenues	<input type="checkbox"/>		

Change

Change from FY 2008-09 Budget

No Change	<input type="checkbox"/>
New Project	<input checked="" type="checkbox"/>
Increase Project Costs	<input type="checkbox"/>
Decrease Project Costs	<input type="checkbox"/>
Change Operating Costs	<input type="checkbox"/>
Close Project	<input type="checkbox"/>
Project Delayed	<input type="checkbox"/>
Budget Supplement	<input type="checkbox"/>
Budget Modification	<input type="checkbox"/>

Fund 610 Infrastructure Renov & Replace
Sub Fund 100 General Fund Assets
Funding Sources
 Park Dedication Fund Transfer

Project Description/Scope/Purpose

This project provides for the planned renovation of six existing buildings at Baylands Park which include the site maintenance building, gatehouse, three auxiliary restrooms and a storage shed. The construction for these buildings was completed in 1993. The major components of the buildings (roof, bathroom fixtures, flooring, HVAC, etc) have a predictable life span resulting in periodic renovation. In FY 2009/10 and again fifteen years later in 2024/25 the flooring and interior paint is programmed to be renovated. In FY 2013/14 and twenty years later, the HVAC (maintenance building only) and bathroom fixtures would need replacement. Finally, the roofs in FY 2023/24 and thirty years later would need to be replaced.

Project Evaluation & Analysis

This project addresses buildings infrastructure needs in the 20-year plan. Because Sunnyvale Baylands Park property is owned by Santa Clara County, these infrastructure needs were not included in the 1994 citywide infrastructure replacement plan. The City should experience the need for similar projects in future years as the park buildings age. The alternative to funding this project is to allow the park buildings to deteriorate, eventually becoming unusable and closed to public or City use. Closing the buildings would significantly alter the service level and current uses of the park. The contract between the City of Sunnyvale and Santa Clara County for operating Baylands is in negotiation and the County has stated that they do not have any funds planned for the operating, infrastructure or capital improvements at this park.

Fiscal Impact

This project is Park Dedication Fund eligible. Failure to complete these buildings renovations will cause a deterioration in the structural integrity of the buildings and negatively affect public perceptions. A decrease in the quality of facilities may result in loss of revenue (picnic rentals and gate receipts) with the decrease in park use.

900656 Baylands Park Building Renovation

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Financial					Evaluation					
FY 2008-09 Adopted Budget					FY 2009-10 Proposed Budget					Budget Evaluation Comments
Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Project Review Comments
Actuals to 2006-07	0	0	0	n/a	Actuals to 2006-07	0	0	0	n/a	
Actual 2007-08	0	0	0	n/a	Actual 2007-08	0	0	0	n/a	Project Review Category Not Funded
PY Project Life Budget	0	0	0	n/a	PY Project Life Budget	0	0	0	n/a	Prioritization Ranking 3-High Mid-Range - Support 0 Cont'd Operations
Available PY Budget	0	0	0	0	Available PY Budget	0	0	0	0	
Current Budget 2008-09	0	0	0	0	Current Budget 2008-09	0	0	0	0	Prioritization Ranking Notes
Total Avail. Budget 2008-09	0	0	0	0	Total Avail. Budget 2008-09	0	0	0	0	Prioritization Sub-Ranking
Proposed Budget 2009-10	0	0	0	0	Proposed Budget 2009-10	50,000	0	0	0	Prioritization Sub-Ranking Notes
2010-11	0	0	0	0	2010-11	0	0	0	0	
2011-12	0	0	0	0	2011-12	0	0	0	0	
2012-13	0	0	0	0	2012-13	0	0	0	0	
2013-14	0	0	0	0	2013-14	63,672	0	0	0	
2014-15	0	0	0	0	2014-15	0	0	0	0	
2015-16	0	0	0	0	2015-16	0	0	0	0	
2016-17	0	0	0	0	2016-17	0	0	0	0	
2017-18	0	0	0	0	2017-18	0	0	0	0	
2018-19	0	0	0	0	2018-19	0	0	0	0	
2019-20	0	0	0	0	2019-20	0	0	0	0	
2020-21	0	0	0	0	2020-21	0	0	0	0	
2021-22	0	0	0	0	2021-22	0	0	0	0	
2022-23	0	0	0	0	2022-23	0	0	0	0	
2023-24	0	0	0	0	2023-24	339,569	0	0	0	
2024-25	0	0	0	0	2024-25	69,951	0	0	0	
2025-26	0	0	0	0	2025-26	0	0	0	0	
2026-27	0	0	0	0	2026-27	0	0	0	0	
2027-28	0	0	0	0	2027-28	0	0	0	0	
2028-29	0	0	0	0	2028-29	0	0	0	0	
20 yr. Budget	0	0	0	0	20 yr. Budget	523,192	0	0	0	
Grand Total	0	0	0	0	Grand Total	523,192	0	0	0	

900656 Baylands Park Building Renovation

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Project Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
5065 Construction Services	0	n.a.		50,000	0	0	0	63,672	0	0	0	0	0	0	113,672
Total			0	0 50,000	0	0	0	63,672	0	0	0	0	0	0	113,672

Project Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5065 Construction Services	0	n.a.	0	0	0	0	339,569	69,951	0	0	0	0	409,520	523,192
Total			0	0	0	0	339,569	69,951	0	0	0	0	409,520	523,192

Revenues

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Revenues

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Transfers

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total															

Total			0	0	0	0	0	0	0	0	0	0	0	0	0
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Transfers

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

900656 Baylands Park Building Renovation

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900643 Sunnyvale Baylands Park Improvements

Project & Financial Information Report 10/7/2009 11:13:50 AM

Data

Category	Capital	Type	Parks & Recreation
Origin. Yr	2009-10	Phase	Planning
Planned Comp. Yr	2028-29	% Complete	n/a
Actual Comp. Yr	Ongoing	Origin	Staff

Element	2 Community Development	Goal	2.2C
Sub Element	2.2 Open Space & Recreation	Neighborhood	Lakewood

Future Infrastructure Costs	<input type="checkbox"/>	Gas Tax Eligible	<input type="checkbox"/>
Future Operating Costs	<input checked="" type="checkbox"/>	Park Dedication Eligible	<input checked="" type="checkbox"/>
No Carry Over Allowed	<input type="checkbox"/>	Revenue Dependent	<input type="checkbox"/>
<hr/>		Project Administration	<input type="checkbox"/>
Department	Community Services	Art in Public Places Eligible	<input checked="" type="checkbox"/>
Manager	Curtis Black	Storm Water Discharge Req.	<input type="checkbox"/>
Coordinator	Scott Russell	ADA/Acc. Comm. Rev. Req.	<input type="checkbox"/>
Interdependencies	none	Trans. Strategic Plan	<input type="checkbox"/>
Inflate Project Costs	<input checked="" type="checkbox"/>		
Inflate Operating Costs	<input checked="" type="checkbox"/>		
Inflate Revenues	<input type="checkbox"/>		

Change

Change from FY 2008-09 Budget

No Change	<input type="checkbox"/>
New Project	<input checked="" type="checkbox"/>
Increase Project Costs	<input type="checkbox"/>
Decrease Project Costs	<input type="checkbox"/>
Change Operating Costs	<input type="checkbox"/>
Close Project	<input type="checkbox"/>
Project Delayed	<input type="checkbox"/>
Budget Supplement	<input type="checkbox"/>
Budget Modification	<input type="checkbox"/>

Fund 385 Capital Projects
Sub Fund 100 General Fund Assets
Funding Sources
 Park Dedication Fees

Project Description/Scope/Purpose

This project provides for the improvement of Sunnyvale Baylands Park. It would improve services by creating a new trail, better signage and enhanced native plantings. In 2007 City Council directed that the City extend its use and maintenance lease with Santa Clara County for this park. The County has stated that it will not provide funding for infrastructure, capital or operating expenses at this park. Therefore, the City must consider whether to improve and enhance the park to increase service levels, continue to maintain the park as-is or allow the service levels to decrease through age and time. This project was identified during the Parks of the Future (POTF) report as one that would meet the expressed recreational desires of residents.

Project Evaluation & Analysis

Costs estimates were developed by the consultants that provided the POTF report. This project would enhance the natural and environmental focus of this regional park. Many residents stated their desire for more walking/jogging and natural recreational opportunities through their input during the POTF public input process. Completion of these projects would improve service to Baylands Park users by updating areas and creating new recreational opportunities. Alternatives to funding this project include continuing to maintain Baylands at current service levels or decrease service levels and investments in future years.

Fiscal Impact

This project is Park Dedication Fund eligible. Cost estimates were provided by consultants for the POTF report. Funds in FY 2023/24 develop an interpretive trail opposite the group picnic area; FY 2025/26 funds enhance signage throughout the park; and, funds in FY 2027/28 expand and enhance native plantings. New annual operating costs would begin in 2028/29 when the new native plantings are completed.

900643 Sunnyvale Baylands Park Improvements

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Financial

Evaluation

FY 2008-09 Adopted Budget

FY 2009-10 Proposed Budget

Budget Evaluation Comments

Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Project Review Comments
Actuals to 2006-07	0	0	0	n/a	Actuals to 2006-07	0	0	0	n/a	
Actual 2007-08	0	0	0	n/a	Actual 2007-08	0	0	0	n/a	Project Review Category Not Funded
PY Project Life Budget	0	0	0	n/a	PY Project Life Budget	0	0	0	n/a	Prioritization Ranking 3-High Mid-Range - Support
Available PY Budget	0	0	0	0	Available PY Budget	0	0	0	0	Cont'd Operations
Current Budget 2008-09	0	0	0	0	Current Budget 2008-09	0	0	0	0	Prioritization Ranking Notes
Total Avail. Budget 2008-09	0	0	0	0	Total Avail. Budget 2008-09	0	0	0	0	Prioritization Sub-Ranking
Proposed Budget 2009-10	0	0	0	0	Proposed Budget 2009-10	0	0	0	0	Prioritization Sub-Ranking Notes
2010-11	0	0	0	0	2010-11	0	0	0	0	
2011-12	0	0	0	0	2011-12	0	0	0	0	
2012-13	0	0	0	0	2012-13	0	0	0	0	
2013-14	0	0	0	0	2013-14	0	0	0	0	
2014-15	0	0	0	0	2014-15	0	0	0	0	
2015-16	0	0	0	0	2015-16	0	0	0	0	
2016-17	0	0	0	0	2016-17	0	0	0	0	
2017-18	0	0	0	0	2017-18	0	0	0	0	
2018-19	0	0	0	0	2018-19	0	0	0	0	
2019-20	0	0	0	0	2019-20	0	0	0	0	
2020-21	0	0	0	0	2020-21	0	0	0	0	
2021-22	0	0	0	0	2021-22	0	0	0	0	
2022-23	0	0	0	0	2022-23	0	0	0	0	
2023-24	0	0	0	0	2023-24	141,261	0	0	0	
2024-25	0	0	0	0	2024-25	0	0	0	0	
2025-26	0	0	0	0	2025-26	139,776	0	0	0	
2026-27	0	0	0	0	2026-27	0	0	0	0	
2027-28	0	0	0	0	2027-28	3,462,802	0	0	0	
2028-29	0	0	0	0	2028-29	0	0	0	15,746	
20 yr. Budget	0	0	0	0	20 yr. Budget	3,743,839	0	0	15,746	
Grand Total	0	0	0	0	Grand Total	3,743,839	0	0	15,746	

900643 Sunnyvale Baylands Park Improvements

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Project Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
5065 Construction Services	0	n.a.			0	0	0	0	0	0	0	0	0	0	0
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Project Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5065 Construction Services	0	n.a.	0	0	0	0	141,261	0	139,776	0	3,462,802	0	3,743,839	3,743,839
Total			0	0	0	0	141,261	0	139,776	0	3,462,802	0	3,743,839	3,743,839

Revenues

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Revenues

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Transfers

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
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Total			0	0	0	0	0	0	0	0	0	0	0	0	0
Transfers															
OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total	
Total			0	0	0	0	0	0	0	0	0	0	0	0	

Operating Costs															
OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
6450 Budgeted Project Costs	3	Budgeted Project Operating			0	0	0	0	0	0	0	0	0	0	0
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs															
OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total	
6450 Budgeted Project Costs	3	Budgeted Project Operating	0	0	0	0	0	0	0	0	0	15,746	15,746	15,746	
Total			0	0	0	0	0	0	0	0	0	15,746	15,746	15,746	

900643 Sunnyvale Baylands Park Improvements

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900618 Baylands Park Parking Lot Renovation

Project & Financial Information Report 10/7/2009 11:14:13 AM

Data

Category	Infrastructure	Type	Parks
Origin. Yr	2009-10	Phase	Ongoing
Planned Comp. Yr	Ongoing	% Complete	n/a
Actual Comp. Yr	Ongoing	Origin	Staff

Element	2 Community Development	Goal	2.2C
Sub Element	2.2 Open Space & Recreation	Neighborhood	City Wide

Future Infrastructure Costs	<input checked="" type="checkbox"/>	Gas Tax Eligible	<input type="checkbox"/>
Future Operating Costs	<input type="checkbox"/>	Park Dedication Eligible	<input checked="" type="checkbox"/>
No Carry Over Allowed	<input type="checkbox"/>	Revenue Dependent	<input type="checkbox"/>
<hr/>		Project Administration	<input type="checkbox"/>
Department	Community Services	Art in Public Places Eligible	<input type="checkbox"/>
Manager	Hira Raina	Storm Water Discharge Req.	<input type="checkbox"/>
Coordinator	Curtis Black	ADA/Acc. Comm. Rev. Req.	<input type="checkbox"/>
Interdependencies	Public Works	Trans. Strategic Plan	<input type="checkbox"/>
Inflate Project Costs	<input checked="" type="checkbox"/>		
Inflate Operating Costs	<input type="checkbox"/>		
Inflate Revenues	<input type="checkbox"/>		

Change

Change from FY 2008-09 Budget

No Change	<input type="checkbox"/>
New Project	<input checked="" type="checkbox"/>
Increase Project Costs	<input type="checkbox"/>
Decrease Project Costs	<input type="checkbox"/>
Change Operating Costs	<input type="checkbox"/>
Close Project	<input type="checkbox"/>
Project Delayed	<input type="checkbox"/>
Budget Supplement	<input type="checkbox"/>
Budget Modification	<input type="checkbox"/>

Fund 610 Infrastructure Renov & Replace
Sub Fund 100 General Fund Assets
Funding Sources
 Park Dedication Fund Transfer

Project Description/Scope/Purpose

This project provides for the periodic sealing and renovation of 260,000 square feet of parking lot and 20,000 square feet of paved bike trail at Baylands Park. The FY 2015/16 funds for renovation include prep costs and slurry seal resurfacing. Asphalt/concrete overlay is budgeted for FY 2025/26. Slurry seal resurfacing is expected to last 7-10 years. The last time Baylands parking lot was slurry sealed was in 1997. Asphalt/concrete overlay typically lasts between 15-20 years.

Project Evaluation & Analysis

This project anticipates the continued operation of Baylands by the City and the need to provide periodic pavement treatments to the parking lots and bike pathways. Upon completion of this project, the City should experience the need for similar projects in future years as the parking lots age. The alternative to funding this project is to let the parking lot deteriorate, eventually becoming unusable and closed to public or City use. Closing the parking lots and/or bike pathways would significantly alter the service level and current uses of the park. Another alternative would be to replace the parking lot with a low-cost, natural base rock or gravel-based surface. This option would reduce service levels. The contract between the City of Sunnyvale and Santa Clara County for operating Baylands is in negotiation and the County has stated that they do not have any funds planned for the operating, infrastructure, or capital improvements at this park.

Fiscal Impact

This project is Park Dedication Fund eligible. Budgeted funds in FY 2015/16 provide for prep, seal and striping. Funds planned in FY 2025/26 provide an asphalt overlay resurface of the parking lot and bike pathway at Baylands Park. There would be no impact on the ongoing operating budget.

900618 Baylands Park Parking Lot Renovation

Project & Financial Information Report 10/7/2009 11:14:13 AM

Financial					Evaluation					
FY 2008-09 Adopted Budget					FY 2009-10 Proposed Budget					Budget Evaluation Comments
Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Fiscal Year	Project Costs	Revenues	Transfers	Operating Costs	Project Review Comments
Actuals to 2006-07	0	0	0	n/a	Actuals to 2006-07	0	0	0	n/a	
Actual 2007-08	0	0	0	n/a	Actual 2007-08	0	0	0	n/a	Project Review Category Not Funded
PY Project Life Budget	0	0	0	n/a	PY Project Life Budget	0	0	0	n/a	Prioritization Ranking 3-High Mid-Range - Support 0 Cont'd Operations
Available PY Budget	0	0	0	0	Available PY Budget	0	0	0	0	
Current Budget 2008-09	0	0	0	0	Current Budget 2008-09	0	0	0	0	Prioritization Ranking Notes
Total Avail. Budget 2008-09	0	0	0	0	Total Avail. Budget 2008-09	0	0	0	0	Prioritization Sub-Ranking
Proposed Budget 2009-10	0	0	0	0	Proposed Budget 2009-10	0	0	0	0	Prioritization Sub-Ranking Notes
2010-11	0	0	0	0	2010-11	0	0	0	0	
2011-12	0	0	0	0	2011-12	0	0	0	0	
2012-13	0	0	0	0	2012-13	0	0	0	0	
2013-14	0	0	0	0	2013-14	0	0	0	0	
2014-15	0	0	0	0	2014-15	0	0	0	0	
2015-16	0	0	0	0	2015-16	84,131	0	0	0	
2016-17	0	0	0	0	2016-17	0	0	0	0	
2017-18	0	0	0	0	2017-18	0	0	0	0	
2018-19	0	0	0	0	2018-19	0	0	0	0	
2019-20	0	0	0	0	2019-20	0	0	0	0	
2020-21	0	0	0	0	2020-21	0	0	0	0	
2021-22	0	0	0	0	2021-22	0	0	0	0	
2022-23	0	0	0	0	2022-23	0	0	0	0	
2023-24	0	0	0	0	2023-24	0	0	0	0	
2024-25	0	0	0	0	2024-25	0	0	0	0	
2025-26	0	0	0	0	2025-26	1,311,304	0	0	0	
2026-27	0	0	0	0	2026-27	0	0	0	0	
2027-28	0	0	0	0	2027-28	0	0	0	0	
2028-29	0	0	0	0	2028-29	0	0	0	0	
20 yr. Budget	0	0	0	0	20 yr. Budget	1,395,435	0	0	0	
Grand Total	0	0	0	0	Grand Total	1,395,435	0	0	0	

900618 Baylands Park Parking Lot Renovation

Project & Financial Information Report 10/7/2009 11:14:13 AM

Project Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total	
5065 Construction Services	0	n.a.			0	0	0	0	0	0	0	0	0	0	0	0
5100 Misc Equip Maint & Repair 1	1	Labor			0	0	0	0	0	0	49,684	0	0	0	49,684	
5100 Misc Equip Maint & Repair 2	2	Materials			0	0	0	0	0	0	34,447	0	0	0	34,447	
Total				0	0	0	0	0	0	0	84,131	0	0	0	84,131	

Project Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5065 Construction Services	0	n.a.		0	0	0	0	0	1,311,304	0	0	0	1,311,304	1,311,304
5100 Misc Equip Maint & Repair 1	1	Labor		0	0	0	0	0	0	0	0	0	0	49,684
5100 Misc Equip Maint & Repair 2	2	Materials		0	0	0	0	0	0	0	0	0	0	34,447
Total				0	0	0	0	0	1,311,304	0	0	0	1,311,304	1,395,435

Revenues

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total				0	0	0	0	0	0	0	0	0	0	0	0

Revenues

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total				0	0	0	0	0	0	0	0	0	0	0

Transfers

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Transfers

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
Total			0	0	0	0	0	0	0	0	0	0	0	0

900618 Baylands Park Parking Lot Renovation

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900623 Construction of Baylands Park Nature Center

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Data

Category	Capital	Type	Parks & Recreation
Origin. Yr	2009-10	Phase	Planning
Planned Comp. Yr	2013-14	% Complete	n/a
Actual Comp. Yr	Ongoing	Origin	Staff

Element	2 Community Development	Goal	2.2E
Sub Element	2.2 Open Space & Recreation	Neighborhood	City Wide

Future Infrastructure Costs	<input type="checkbox"/>	Gas Tax Eligible	<input type="checkbox"/>
Future Operating Costs	<input checked="" type="checkbox"/>	Park Dedication Eligible	<input checked="" type="checkbox"/>
No Carry Over Allowed	<input type="checkbox"/>	Revenue Dependent	<input type="checkbox"/>
Department	Community Services	Project Administration	<input checked="" type="checkbox"/>
Manager	Hira Ralna	Art in Public Places Eligible	<input type="checkbox"/>
Coordinator	Bob Van Heusen	Storm Water Discharge Req.	<input type="checkbox"/>
Interdependencies	Public Works	ADA/Acc. Comm. Rev. Req.	<input checked="" type="checkbox"/>
Inflate Project Costs	<input checked="" type="checkbox"/>	Trans. Strategic Plan	<input type="checkbox"/>
Inflate Operating Costs	<input checked="" type="checkbox"/>		
Inflate Revenues	<input type="checkbox"/>		

Change

Change from FY 2008-09 Budget

No Change	<input type="checkbox"/>
New Project	<input checked="" type="checkbox"/>
Increase Project Costs	<input type="checkbox"/>
Decrease Project Costs	<input type="checkbox"/>
Change Operating Costs	<input type="checkbox"/>
Close Project	<input type="checkbox"/>
Project Delayed	<input type="checkbox"/>
Budget Supplement	<input type="checkbox"/>
Budget Modification	<input type="checkbox"/>

Fund 385 Capital Projects
Sub Fund 500 Community Recreation Assets
Funding Sources
 Park Dedication Fees

Project Description/Scope/Purpose

This project provides for the construction of a 1,000 square foot nature center at Baylands Park. The Parks of the Future (POTF) study identified a need for a park building with nature center and classroom for Baylands Park. The center will conduct environmental and recreation programs for visitors of all ages. The center will serve the local community as well as the regional community.

Project Evaluation & Analysis

Presently, Baylands Park does not have a park building; however, it was identified as a need in the Parks of the Future study. When complete, this project will allow for the expansion of recreational programs and environmental interpretive programs for the local and regional communities. Delay of this project will result in no change to existing service levels.

Fiscal Impact

This project is funded by Park Dedication Fund Transfers. Cost estimates were derived based on input from Parks of the Future Study and current costs per square foot for construction of similar buildings. Operational costs determined by current square foot costs for park building maintenance.

900623 Construction of Baylands Park Nature Center

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Financial

Evaluation

FY 2008-09 Adopted Budget

FY 2009-10 Proposed Budget

Budget Evaluation Comments

Fiscal Year	Project			Operating			Fiscal Year	Project			Operating			Project Review Comments
	Costs	Revenues	Transfers	Costs	Revenues	Transfers		Costs	Revenues	Transfers	Costs	Revenues	Transfers	
Actuals to 2006-07	0	0	0	n/a	Actuals to 2006-07	0	0	0	0	n/a				
Actual 2007-08	0	0	0	n/a	Actual 2007-08	0	0	0	0	n/a				Project Review Category Not Funded
PY Project Life Budget	0	0	0	n/a	PY Project Life Budget	0	0	0	0	n/a				Prioritization Ranking 5-Other
Available PY Budget	0	0	0	0	Available PY Budget	0	0	0	0	0				Prioritization Ranking Notes 0 The Baylands Park Building is recommended in the Parks of the Future Report. The building will address the deficiencies of the park and the community it serves. When complete the building will accommodate expanded recreation programs and have the opportunity to be used for enviromental interpretive programs. The building will serve the local community as well as the regional communities.
Current Budget 2008-09	0	0	0	0	Current Budget 2008-09	0	0	0	0	0				
Total Avail. Budget 2008-09	0	0	0	0	Total Avail. Budget 2008-09	0	0	0	0	0				
Proposed Budget					Proposed Budget									
2009-10	0	0	0	0	2009-10	0	0	0	0	0				
2010-11	0	0	0	0	2010-11	0	0	0	0	0				
2011-12	0	0	0	0	2011-12	0	0	0	0	0				
2012-13	0	0	0	0	2012-13	0	0	0	0	0				
2013-14	0	0	0	0	2013-14	0	0	0	0	0				Prioritization Sub-Ranking
2014-15	0	0	0	0	2014-15	0	0	0	0	0				1
2015-16	0	0	0	0	2015-16	1,342,997	0	0	0	0				Prioritization Sub-Ranking Notes
2016-17	0	0	0	0	2016-17	0	0	0	0	5,631				
2017-18	0	0	0	0	2017-18	0	0	0	0	5,743				
2018-19	0	0	0	0	2018-19	0	0	0	0	5,858				
2019-20	0	0	0	0	2019-20	0	0	0	0	6,034				
2020-21	0	0	0	0	2020-21	0	0	0	0	6,215				
2021-22	0	0	0	0	2021-22	0	0	0	0	6,402				
2022-23	0	0	0	0	2022-23	0	0	0	0	6,594				
2023-24	0	0	0	0	2023-24	0	0	0	0	6,791				
2024-25	0	0	0	0	2024-25	0	0	0	0	6,995				
2025-26	0	0	0	0	2025-26	0	0	0	0	7,205				
2026-27	0	0	0	0	2026-27	0	0	0	0	7,421				
2027-28	0	0	0	0	2027-28	0	0	0	0	7,644				
2028-29	0	0	0	0	2028-29	0	0	0	0	7,873				
20 yr. Budget	0	0	0	0	20 yr. Budget	1,342,997	0	0	0	86,406				
Grand Total	0	0	0	0	Grand Total	1,342,997	0	0	0	86,406				

900623 Construction of Baylands Park Nature Center

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Project Costs

OL3	OL4	Job	Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
5071	Architectural and Design Services	0 n.a.			0	0	0	0	0	0	264,979	0	0	0	264,979
5072	Engineering Services	0 n.a.			0	0	0	0	0	0	198,735	0	0	0	198,735
5240	Miscellaneous Services	0 n.a.			0	0	0	0	0	0	794,938	0	0	0	794,938
6470	Project Contingencies	0 n.a.			0	0	0	0	0	0	66,245	0	0	0	66,245
8500	Work Hours	1 Regular 5651 Senior Building Services Leader			0	0	0	0	0	0	240	0	0	0	240
Total			0	0	0	0	0	0	0	0	1,342,997	0	0	0	1,342,997

(Includes salary & additives so rows will not total)

Project Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5071	Architectural and Design Services	0 n.a.			0	0	0	0	0	0	0	0	0	264,979
5072	Engineering Services	0 n.a.			0	0	0	0	0	0	0	0	0	198,735
5240	Miscellaneous Services	0 n.a.			0	0	0	0	0	0	0	0	0	794,938
6470	Project Contingencies	0 n.a.			0	0	0	0	0	0	0	0	0	66,245
8500	Work Hours	1 Regular 5651 Senior Building Services Leader			0	0	0	0	0	0	0	0	0	240
Total					0	0	0	0	0	0	0	0	0	1,342,997

(Includes salary & additives so rows will not total)

Revenues			Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
OL3	OL4	Job													
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Revenues			19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
OL3	OL4	Job												
Total			0	0	0	0	0	0	0	0	0	0	0	0

Transfers			Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
OL3	OL4	Job													
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

Transfers			19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
OL3	OL4	Job												
Total			0	0	0	0	0	0	0	0	0	0	0	0

Operating Costs			Prior Years Actual	08-09 Current Budget	09-10 Budget	10-11 Budget	11-12 Budget	12-13 Budget	13-14 Budget	14-15 Budget	15-16 Budget	16-17 Budget	17-18 Budget	18-19 Budget	10 Year Total
OL3	OL4	Job													
5110 Facilities Maint & Repair	1	Labor			0	0	0	0	0	0	0	5,631	5,743	5,858	17,232
Total			0	0	0	0	0	0	0	0	0	5,631	5,743	5,858	17,232

Operating Costs

OL3	OL4	Job	19-20 Budget	20-21 Budget	21-22 Budget	22-23 Budget	23-24 Budget	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget	10 Year Total	Grand Total
5110	Facilities Maint & Repair	1 Labor	6,034	6,215	6,402	6,594	6,791	6,995	7,205	7,421	7,644	7,873	69,174	86,406
Total			6,034	6,215	6,402	6,594	6,791	6,995	7,205	7,421	7,644	7,873	69,174	86,406

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ATTACHMENT D

**City of Sunnyvale
Integrated Pest Management (IPM) Policy**

 Integrated Pest Management Policy for City-Owned Facilities	Administrative Policy Manual Chapter 6 – Facilities & Equipment Article 12
	Attachments: <i>none</i>
Effective Date: November 2002	Responsible Department: Department of Public Works
Prior Version & Notes: Prior Version: <i>not available</i>	

Section 1. Purpose

This policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) on all City properties. The goals of the IPM policy and its implementation throughout the city are to:

- Create awareness among City staff of pest management techniques.
- Provide a means of educating all City departments to practice the most appropriate approach to managing pests on City properties.
- Reduce or minimize pesticide use on City properties.
- Eliminate adverse impacts to water quality (both in urban streams and South San Francisco Bay) due to pesticide usage.
- Prevent adverse impacts of pesticide usage on the quality of composted green waste.

Subd. 1. Background

The City's National Pollutant Discharge Elimination System (NPDES) permit from the California Regional Water Quality Control Board (NPDES Permit No. 01-024) requires that the City develop and implement a pesticide toxicity control plan to address urban stream impairment by pesticides. In particular, organophosphate-containing pesticides (e.g., Diazinon and chlorpyrifos) have been found to persist in the environment and cause water quality impairment of some South San Francisco Bay area urban creeks and streams. Also, the City is required to limit discharges of copper into South San Francisco Bay by its NPDES permit. Using non-chemical controls, biological controls, and less toxic chemicals instead of using copper-based and organophosphate pesticides to deal with pest problems will help reduce the impacts to urban streams and South San Francisco Bay.

Clopyralid is the very persistent active ingredient in a number of herbicides that can be used for weed control. Very small amounts of Clopyralid contained in green waste that is collected for composting will continue to be active and cause the finished compost product to adversely affect plants to which it is applied. However, Clopyralid is also a valuable herbicide for managing the noxious thistle family of weeds that may infest native grass areas and restoration projects. Restrictions on the collection of green waste for composting from Clopyralid-

treated areas are included in this policy to prevent the contamination of compost products produced at the SMaRT Station or other City facilities.

Section 2. Policy

Subd. 1. Definitions

The following definitions are used in this Article:

Biological control – The use of biological technologies to manage unwanted pests. Examples of this type of control include, but would not be limited to the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.

Cultural control - The use of IPM control methods such as grazing, re-vegetation and seeding or landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases.

DPR - Department of Pesticide Regulations for the State of California' s Environmental Protection Agency. DPR, in partnership with Federal Environmental Protection Agency (EPA) and County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.

Environmental Stewardship - The strategic approach to pest management in which the IPM practitioners focus on preserving the natural integrity and health of the environment, including public safety, while recommending or applying pest management methods. Environmental Stewardship philosophy helps to create awareness of the Best Management Practices (BMPs) and their relationship to maintaining a healthy environment while conducting pest management activities.

Integrated Pest Management (IPM) – IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.

Mechanical controls – The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.

PCA – PCA or Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. Only a licensed PCA, who is registered with the County Agricultural Commissioner may provide written pest control recommendations for agricultural pest management, including parks, cemeteries, golf courses, and rights-of-way.

Pesticides – Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

QAL - Qualified Applicators License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.

QAC - Qualified Applicators Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. Applications may include residential, industrial, institutional, landscape, rights-of-way sites.

Structural Pest Control Operator (Branch I, II or III) – A licensed applicator for pest control within buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

Subd. 2. Integrated Pest Management (IPM) Policy

The City of Sunnyvale, including all departments and staff herein, and contractors providing pest control services on City property shall follow the City's IPM policy for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

A. Pest Control Advisor (PCA)

Licensed PCAs will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

- (1)** No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
- (2)** Physical or mechanical controls (e.g., hand labor, mowing, etc.)
- (3)** Cultural controls (e.g., mulching, disking, alternative vegetation)
- (4)** Biological controls (e.g., natural enemies or predators, goats)
- (5)** Reduced-risk chemical controls (e.g., soaps or oils)

B. Pesticide Applicator (QAL, QAC, or Structural Pest Control Operator)

- (1) Those licensed or certified City staff and contractors employed by the City to control or manage pests will follow the IPM Best Management Practices and Standard Operating Procedures found in the City of Sunnyvale Urban Runoff Management Plan (URMP) Pest Management Control Program chapter.
- (2) Pesticide Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

C. All City Staff and Departments

- (1) City departments and staff will promote non-toxic and reduced-risk alternatives for structural and landscape pest control, seeking to use the most up to date IPM technologies and best management practices.
- (2) The City will provide education for all City staff regarding IPM practices. The Public Works Department/Environmental Division will also provide information to residents and special districts within the City regarding the IPM Policy and how it is being implemented. The City, through Public Works Department/Environmental Division activities, will establish a role model approach to encourage the use of IPM techniques for structural and landscaping pest management practices with residents, businesses, and special districts.

D. Pest Management Contractors Employed by the City

New contracts that are negotiated with pest management contractors doing work on City-owned property after January 9, 2003 will include requirements that the contractors follow the practices of the City's IPM Policy as described in the Sunnyvale Administrative Policy Manual and the Best Management Practices and Standard Operating Procedures of the Sunnyvale Urban Runoff Management Plan, Pest Management Control Program chapter.

E. City Property Leaseholders

- (1) The City shall use reasonable efforts to require the use of IPM practices as a part of new and renewed leases negotiated for City property after January 9, 2003.
- (2) City property leaseholders will be informed of the City's IPM Policy by Public Works Department staff and encouraged to use, whenever practical, the IPM Best Management Practices and Standard Operating Procedures described in the Sunnyvale Urban Runoff Management Plan.

Subd. 3. Pesticide Application

A. Who May Apply Pesticides

- (1) Only City employees or pest control contractors employed by the City who are authorized and trained to recommend or apply pesticides (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications or licenses) may apply any pesticides to City property.
- (2) City employees who are not authorized and trained in pesticide application are prohibited from using any pesticides, including over-the-counter brands, in or around the work place. If insects or other pests are infesting a work area, contact Facilities Management (x7761) to arrange for a pest management contractor to apply the appropriate control methods.

B. Pesticides of Concern

- (1) City employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use organophosphate pesticides (e.g., those containing Diazinon and chlorpyrifos) or copper-based pesticides unless:
 - (a) Their use can be justified,
 - (b) Other approaches and techniques have been considered, and;
 - (c) Adverse water-quality impacts are eliminated.
- 2) Pesticides that contain Clopyralid are of concern because they are persistent and must not enter the green waste recycling/composting process. Therefore, City employees or pest control contractors employed by the City will not apply Clopyralid-containing pesticides to City property unless:
 - (a) Their use can be justified,
 - (b) Other approaches and techniques have been considered, and;
 - (c) Green waste (grass clippings, etc.) from areas where Clopyralid-containing pesticides are to be applied will not be collected for composting, but will be left on site to promote a healthy thatch layer.

C. Water Quality Management

- (1) When recommending pesticides for use or applying pesticides, the element of Environmental Stewardship must always be taken into consideration. City employees or pest control contractors employed by the City will select and apply IPM methods that will have the least impact on water quality and the environment.
- (2) City employees or pest control contractors employed by the City will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a possibility of a pesticide being transported into surface water.

- (3) Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those city employees or pest control contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

Subd. 4. Employee and Pest Control Contractor Training for PCA, QAL, QAC or Structural Pest Control Operators (Branch I, II, and III)

- A. All Pest Control Advisors and Applicators employed by the City or its pest control contractors will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator.
- B. All other employees involved with pesticide applications as a normal part of their job duties and pest control contractors hired by the City will be trained as required by State of California DPR rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board. They will work directly under the supervision of a licensed applicator.
- C. All City Departments that use pesticides on City property will provide annual training to all employees who apply pesticides as a normal part of their job duties on:
 - Pesticide Safety,
 - The City's IPM Policy, and
 - Appropriate BMPs and SOPs from the Sunnyvale Urban Runoff Management Plan, Pest Management Control Program chapter.

Subd. 5. Education and Outreach on the Sunnyvale IPM Policy and Implementation Plan

- A. The Public Works Department/Environmental Division, in participation with the Santa Clara Valley Urban Runoff Pollution Prevention Program, will continue with its existing program to encourage people who live, work, and/or attend school in Sunnyvale to:
 - (1) Obtain information on IPM techniques to control pests and minimize pesticide use;
 - (2) Use IPM technologies for dealing with pest problems; and
 - (3) Properly dispose of unused pesticides and their containers.
- B. The Public Works Department/Environmental Division will expand its current public outreach program on the topics described above to include:
 - (1) City employees who are not authorized to apply pesticides as a part of their normal job duties.
 - (2) Selected business owners (i.e. landscape gardeners and commercial pesticide applicators).

- (3) Special Districts that occur within the Sunnyvale city limits.
- (4) School District staff that may be involved with pest management.

Subd. 6. Reporting

- A. To provide details on the previous year's pesticide use on City-owned property, each City department and pest control contractor employed by the City will submit copies of their State of California Monthly Summary Pesticide Use Report (Form PR-ENF-060) to the Environmental Division Manager of the Public Works Department in January of each calendar year. This information is reported as a part of the City's NPDES Stormwater Permit Annual Report compiled by the Public Works Department/ Environmental Division.
- B. Each City department that applies pesticides will conduct an annual inventory by December of each calendar year to identify pesticides that are no longer legal or appropriate for applications per Federal, State, County, or City requirements. Results of the inventory will be reported to the Environmental Division Manager of the Public Works Department in January of each calendar year for the previous year's inventory. This information is reported as a part of the City's NPDES Stormwater Permit Annual Report compiled by the Public Works Department/ Environmental Division.
- C. Each City department that applies pesticides will conduct an annual review and evaluation process of the effectiveness of the City's IPM Policy, BMPs and SOPs. They will provide a written evaluation to the Environmental Division Manager of the Public Works Department in July of each year that discusses:
 - (1) New IPM techniques that could be used to improve results
 - (2) Staff training needs with a focus on the safe use, disposal, and storage of pesticides
 - (3) Suggested modifications to the City's IPM Policy, BMPs, and SOPs to ensure that the Policy and implementation plan continue to be effective.

Section 3. Roles and Responsibilities

It is the responsibility of all City departments, staff and contractors to adhere to the Integrated Pest Management Policy.

All City Departments that use pesticides

- Submit monthly summary pesticide use reports to the Environmental Division Manager.
- Conduct annual inventory of pesticides and report to Environmental Division Manager.
- Conduct annual review of the effectiveness of the City IPM and report results to Environmental Division Manager.

Public Works Department/Environmental Division

- Provides information to residents and special districts regarding the IPM and encourage the use of IPM techniques for structural and landscaping pest management practices.
- Encourages the use of IPM practices by City property leaseholders.
- Works with the Santa Clara Valley Urban Runoff Pollution Prevention Program to disseminate information about IPM techniques

Environmental Division Manager

- Receive monthly summary pesticide use reports from City departments and contractors
- Receive results of annual inventory and review of pesticides and processes from the city departments
- Compiles NPDES Stormwater Permit Annual Report

Facilities Management

- Arranges for pest management contractors in response to reports of insect or pest infestations.
- Provide information to the Environmental Division on the details (types and quantities) of pesticides used on City property by the contractors they hire.

ATTACHMENT E

**Santa Clara County
Integrated Pest Management (IPM) Ordinance**

Division B28**INTEGRATED PEST MANAGEMENT AND PESTICIDE USE****Chapter 1. General Provisions****Section B28-1. Intent and Purpose.**

The County, in carrying out its operations, finds it necessary from time to time to use pesticides on County property. The intent of this Division is to protect the health and safety of County employees and the general public, the environment, and water quality, as well as to provide sustainable solutions for pest control on County property. The Board of Supervisors hereby finds and declares that it shall be the policy of the County of Santa Clara to eliminate or reduce pesticide applications on County property to the maximum extent feasible. Preference shall be given to available non-pesticide alternatives, where feasible, before considering the use of pesticides on County property.

This Division concerns the application of pesticides to property owned by the County of Santa Clara only, and does not concern the application of pesticides to property that is not owned by the County of Santa Clara.

Section B28-2. Definitions.

Whenever used in this Division, the following terms shall have the meanings set forth below:

(a) "Antimicrobial pesticides" are pesticides, such as disinfectants and sanitizers, that are intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or protect inanimate objects (for example floors and walls), industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

(b) "Approved List" is the list of pesticides authorized by the County IPM Coordinator for use on County Property developed in accordance with section B28-5.

(c) "Carbamates" means esters on N-methyl carbamic acid, which inhibit cholinesterase.

(d) "Contract" is a binding written agreement, including but not limited to a contract, permit, license or lease between a person, firm, corporation or other entity, including a governmental entity, and the County of Santa Clara which grants a right to use or occupy property of the County or which provides pest management services.

- (e) "County Executive" is the County Executive or his or her designee of the County of Santa Clara.
- (f) "Demonstration site" is a specific area or site designated by a department to evaluate the use of a pest management strategy.
- (g) "Department" is any agency or department of the County of Santa Clara. Department does not include the Vector Control District or any other local, state, or federal agency.
- (h) "Departmental IPM Coordinator" is someone designated by a department head to coordinate the Department's IPM program.
- (i) "County IPM Coordinator" is the person designated by the County Executive to implement and oversee the County of Santa Clara's IPM Program.
- (j) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.
- (k) "Integrated Pest Management (IPM)" is a decision-making process for managing pests using monitoring to determine pest-caused injury levels and combining biological control, cultural practices, mechanical and physical tools, and chemicals to minimize pesticide usage. The method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method uses the least hazardous pesticides only as a last resort for controlling pests.
- (l) "IPM Technical Advisory Group (IPM TAG)" is the technical advisory group to the County for the IPM Program and is further described in section B28-9.
- (m) "Organophosphates" means organophosphorus esters, which inhibit cholinesterase.
- (n) "Pest" is any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except certain insects, viruses, bacteria, or other microorganism on or in living man or living animals).
- (o) "Pesticide" is any substance, or mixture of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment. Pesticide for purposes of this Division does not include antimicrobial agents.

(p) "Posting" is to place signs as identified in section B28-7 to inform employees and the public of pesticide use at a given site.

(q) "Signal Words" are the words used on a pesticide label--Danger, Warning, Caution--to indicate level of toxicity.

(r) "Toxicity Category I Pesticide Product" is any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category I under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

(s) "Toxicity Category II Pesticide Product" is any pesticide product that meets United States Environmental Protection Agency criteria for Toxicity Category II under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Section B28-3. General Exemptions.

(a) This Division shall not apply to the use of any pesticide for the purpose of improving or maintaining water quality at any County owned or operated drinking water treatment plants, wastewater treatment plants, reservoirs, and related collection, distribution, and treatment facilities.

(b) This Division shall not apply to any use of pesticides on County property by any department when performing pest management or pesticide activities authorized by state or federal laws or regulations.

(c) This Division shall not apply to the use of pesticides by the Vector Control District.

(d) This Division shall not apply to antimicrobial pesticides or pesticides used to control pests in or on living humans or animals.

(e) This Division shall not apply to existing Contracts except as provided in section B28-10.

(f) This Division shall not apply to Contracts under negotiation at the time this Division becomes effective for a period of five years.

Chapter 2. Pesticide Management

Section B28-4. County Integrated Pest Management (IPM) Program.

(a) The County IPM Coordinator shall oversee and coordinate implementation of the IPM Program.

- (b) The IPM Program shall include, but not be limited to, the following:
- (i) Identify staff member(s) responsible for program implementation;
 - (ii) Acquaint County workers with the IPM approach and new pest management strategies, as they become known;
 - (iii) Inform the public of the County's effort to reduce pesticide use;
 - (iv) Respond to questions about the County's pest management program and practices;
 - (v) Conduct ongoing educational programs, where appropriate;
 - (vi) Maintain records and evaluate program effectiveness;
 - (vii) Develop and maintain the Approved List of pesticides.

(c) Departments shall implement the IPM Program consistent with the IPM practices outlined below. Where feasible, departments shall consider a range of potential treatments for the pest problem and employ non-pesticide management tactics first, consider the use of chemicals only as a last resort, and select and use chemicals in accordance with the provisions of this Division. The IPM practices shall include ways to:

- (i) Monitor pests to determine pest population size, occurrence, and natural enemy population, if present. Identify decisions and practices that could affect pest populations. Keep records of monitoring results;
- (ii) Set treatment levels for each pest at each site based on how much biological, aesthetic or economic damage the site can tolerate;
- (iii) Determine the most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use and local conditions;
- (iv) Design construction and building remodels to reduce or eliminate pest habitats and improve efficiency in facility and landscape maintenance and sanitation;
- (v) Reduce pest incidences by modifying management practices such as watering, mulching, fertilizer use, and pruning;
- (vi) Modify pest ecosystems, including waste management and food storage, to reduce pest food, living space, and access;

- (vii) Use physical controls such as hand-weeding, traps and barriers, heat and cold;
- (viii) Use biological controls such as introducing or enhancing pests' natural enemies;
- (ix) When indoors, use baits or least toxic methods of pest control rather than sprays;
- (x) Monitor treatment to evaluate effectiveness;
- (xi) Maintain records as set forth in section B28-8.

Section B28-5. Pesticide Use.

(a) **Approved List.** The County IPM Coordinator shall develop the Approved List using a set of criteria that will be developed with the review and input of the IPM TAG. The criteria will take into account environmental and human health hazards, principles of the IPM approach, and technically based methods, conditions, and specifications for pesticide use. The County IPM Coordinator shall maintain the list of approved pesticides that may be used on County property. The Approved List shall be reviewed and updated at least annually. The IPM Coordinator may amend this list as needed at any time as long as the products are consistent with the established criteria. These amendments shall be communicated to the IPM TAG in writing at the quarterly meetings.

(b) **Specific Exemptions.** An exemption may be obtained from the County IPM Coordinator for use of a product not on the Approved List as follows:

- (i) **One-year exemptions.** The County IPM Coordinator may grant a specific exemption, with limited conditions for use, for a one-year period upon a written request showing that a department has:
 - (1) Identified the need for use;
 - (2) Made a good-faith effort to find alternatives to the pesticide;
 - (3) Identified or demonstrated that effective economic alternatives to the pesticide do not exist for that particular use; and
 - (4) Developed a reasonable plan for investigating alternatives to the pesticide during the exemption period.
- (ii) An exemption may be continued beyond the one-year period by filing a new request for exemption as required in subsection (b)(i) above.

- (iii) The County Executive shall have the discretion to revoke any exemption.
- (c) Emergency use of pesticides.
 - (i) A department responsible for maintenance of a site or facility may apply to the County IPM Coordinator for an emergency pesticide use exemption in the event that a pest outbreak poses an immediate threat to public health or may cause significant economic damage.
 - (ii) If the County IPM Coordinator cannot respond to the application in a timely manner, the Departmental IPM Coordinator submitting the application may authorize the one-time emergency use of the required pesticide and provide notice of the emergency application to the County IPM Coordinator in writing within 48 hours.
 - (iii) Posting of emergency use of pesticides shall be at the time of pesticide application and comply with all other posting requirements.
 - (iv) Reporting of the exemption and pesticide use will comply with all other reporting requirements as stated in section B28-8.

Section B28-6. Restriction on the Use of Pesticides.

Except for the use of pesticides exempted pursuant to section B28-3, pesticides granted an exemption pursuant to section B28-5(b) or 5(c) or pesticides on the Approved List per section B28-5(a), no department shall use any of the following types of pesticides. A list of the pesticides and pesticide products identified in (b) through (g) below shall be on file with the County IPM Coordinator.

- (a) Toxicity Category I or II pesticide products.
- (b) Any pesticide containing a chemical identified by the State of California as a chemical known to the State to cause cancer or reproductive or developmental toxicity pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986.
- (c) Pesticides identified by the State of California on the Groundwater Protection List (Section 13145 (d), Food and Agricultural Code, Division 6. Pest Control Operations).
- (d) Pesticides classified by active ingredient as organophosphate type pesticides as identified by the United States Environmental Protection Agency (Office of Pesticide Programs, document 735-F-99-14, May 1999), or California Environmental Protection Agency, Department of Pesticide Regulation, Chemical Inquiries Database.

(e) Pesticides containing carbamate-type chemicals (California Environmental Protection Agency, Department of Pesticide Regulation, Chemical Inquiries Database.)

(f) Any pesticide classified as a human carcinogen, probable human carcinogen or possible human carcinogen by the United States Environmental Protection Agency, under procedures established in "Proposed Guidelines for Carcinogen Risk Assessment," EPA/600/P-92/003C, April 1996, or equivalent documents.

(g) Any pesticide group officially designated by the California Environmental Protection Agency Department of Pesticide Regulation or by the United States Environmental Protection Agency as posing significant hazard to human health or the environment.

Section B28-7. Posting of Pesticide Use.

(a) Except as provided for in section B28-5(c) and section B28-7(b), any department that uses or authorizes the use of a pesticide shall comply with the following posting procedures:

- (i) Signs shall be posted at least three days before application of the pesticide and remain posted at least four days after application, except for baits and emergency use of pesticides, which are posted at the time of treatment in accordance with section B28-5(c)(iii) above and subsection (b)(iii) below;
- (ii) For buildings and/or landscaped areas adjacent to buildings, signs shall be posted at main entry points where the pesticide is applied;
- (iii) For open areas, signs shall be posted in highly visible locations around the perimeter of the area where the pesticide is applied;
- (iv) For vehicles used primarily by county staff, signs shall be posted at areas where vehicles are obtained or posting information shall be given to the primary drivers.
- (v) Signs shall contain the:
 - (1) Trade name and active ingredient of the pesticide product;
 - (2) Target pest;
 - (3) Date of posting;

- (4) Date(s) of anticipated pesticide use; the date(s) of actual pesticide use will be posted at the main entrance, park office, or designated site;
 - (5) Signal word indicating the toxicity category of the pesticide product;
 - (6) Date for re-entry of staff and the public to the area treated if applicable;
 - (7) Name and contact number for the department responsible for the application.
- (vi) Signs shall have a standard design that is easily recognizable by the public and workers;
- (b) Exemptions to posting.
- (i) Departments shall not be required to post signs in accordance with section B28-7(a) in right-of-way locations and other areas that the general public does not use for recreational purposes.
 - (1) Each department that uses pesticides in such locations shall provide a public access telephone number for information about pesticide applications. The public access telephone number shall be posted in a prominent location at the department's main office building. Information provided shall include all the items in subsection (a)(v) above.
 - (ii) Any pesticide granted an emergency exemption by the County IPM Coordinator shall not be required to be posted prior to treatment. However, all other requirements for posting as set forth in section B28-7(a) shall be followed.
 - (iii) Any pesticide bait placed in a container or trap, or applied as a gel or paste in a crack or crevice shall not be required to post signs prior to treatment. Baits, used indoors, shall be posted in the vicinity of application. Baits, used outdoors, shall be posted in the main office, park office, or a designated site. Signs shall be posted according to the requirements as set forth in section B28-7(a).
 - (iv) The County IPM Coordinator may in his or her discretion grant necessary exemptions to the posting requirements.

Section B28-8. Record Keeping and Reporting.

(a) Each department that uses pesticides shall keep records of pest management activities, including information about demonstration sites and exemptions. A copy of this information shall be placed in a centralized record keeping area in each department. Where feasible, this information shall be kept in a notebook or electronic equivalent maintained in each occupied building. Each pest management activity such as pesticide application, trapping or inspection shall be recorded and, when applicable, include at least the following information:

- (i) Target pest and extent of problem;
- (ii) Product name, active ingredients, EPA Registration number, formulation, and quantity of pesticide used;
- (iii) Site of the pesticide application;
- (iv) Date of pesticide application;
- (v) Name of person conducting pest management activity;
- (vi) Application equipment number, if applicable;
- (vii) Prevention and other non-chemical methods of control recommended or used, and;
- (viii) Evaluation of effectiveness.

(b) The Departmental IPM Coordinator shall keep the following:

- (i) Records of pesticide use;
- (ii) A copy of the label of all pesticides used; and,
- (iii) The material safety data sheet for each pesticide used.

(c) Each department that uses pesticides shall submit a summary of pest management records required in section B28-8(a) and (b) to the County IPM Coordinator at least quarterly.

(d) Pest management records, including pesticide use records, are all public records.

(e) Pesticide use records shall be kept indefinitely until an electronic database tracking system has been established.

Chapter 3. IPM Implementation

Section B28-9. Implementation of County Integrated Pest Management Ordinance.

(a) This Division shall be phased-in over one to two years in order to provide adequate time for developing the Approved List, documenting current IPM practices and/or reductions, and identifying and implementing alternate pest management measures. The County IPM Coordinator shall develop a timetable and format for departments to each submit a plan for implementing this Division.

(b) A Technical Advisory Group (TAG) shall be formed and shall meet at least four times per year to review the County's IPM program and provide comments to the County Executive. The following representatives will be invited to participate on the TAG: two from Pesticide Alternatives of Santa Clara County; one from the Santa Clara Valley Water District; one from the County Agricultural Commissioner; one from the Santa Clara County Pollution Prevention Committee; one County employee representing a labor organization; and one representative from each of the following Santa Clara County agencies and departments: Roads and Airports, Parks and Recreation, the General Services Agency, Valley Health and Hospital System, and Occupational Safety and Environmental Compliance. The Board of Supervisors may at their discretion make changes to the composition of the group as deemed necessary.

(c) The IPM Coordinator shall provide a quarterly report to one or more Board-designated committees on the status of the IPM Program including information about pest problems, pesticide use, list of exemptions, goals and progress, staff training and public education, and anticipated changes that may affect pesticide use.

Section B28-10. County Contracts and Easements.

(a) Except as provided in (i) below, when a department enters into a new Contract (see section B28-2(d)) or amends an existing Contract to extend the term of the Contract for more than six months beyond the current term and any optional extension periods, the Contract shall require compliance with the provisions of this Division including those relating to pesticide restrictions, record keeping, and reporting.

(i) The County Executive may grant an exemption for up to five years from Contract compliance with all or part of the provisions of this Division in the event compliance would negatively impact County revenues, prevent the highest and best use of an asset as determined by the County Executive, or where it is demonstrated that full

compliance cannot be achieved. Notice of any exemption granted pursuant to this subsection (i) shall be given to the applicant and to the IPM TAG. The notice shall state that any person dissatisfied with the decision of the County Executive may file an appeal with the Clerk of the Board within fifteen (15) calendar days of the date of the notice. The appeal will first be heard before the County's Housing, Land Use, Environment, and Transportation Committee, which Committee shall make a recommendation to the Board of Supervisors. The decision of the Board of Supervisors shall be final.

(b) A contractor, or department on behalf of a contractor, may apply for exemptions authorized under section B28-5(b) and (c), and this section B28-10.

(c) When a department enters into a new lease in which the County is occupying or using property not owned by the County (and thus not within the definition of Contract in section B28-2(d)), the County shall use reasonable efforts to negotiate the use of IPM practices as part of that lease.

(d) In current leases in which the County is occupying or using property not owned by the County, the County shall encourage the use of IPM practices whenever practical.

(e) When the County is granted an easement, the maintenance of the easement shall be in compliance with this Division if consistent with the terms of the easement.

(f) A process, which incorporates a request for qualifications, shall be used in the selection of all contractors for pest management services and shall be in compliance with county contracting policies and state law. The County IPM Coordinator and the TAG may participate in the process. All contractors applying for pest management services shall submit a Pest Management Plan, which outlines how they will comply with the IPM Ordinance. The Plan shall give preference to prevention and other non-pesticide or least toxic methods of pest control.

Section B28-11. Pesticide Purchases.

All pesticide products and pest control services that include pesticide applications shall comply with this Division and be purchased through the County Procurement department, not using the petty cash or direct pay methods.

Section B28-12. Policy and Guidelines.

The County Executive may recommend policy for Board approval and issue guidelines to implement this Division.

Section B28-13. No Criminal Penalties or Sanctions.

The provisions of sections A1-28 of the Santa Clara County Ordinance Code shall not apply to this Division; nor shall any person, or government official, board, commission, or agency be responsible for any criminal penalties for any violation of the Division.

Section B28-14. No Civil Liability for Violations of this Chapter.

This Division and the provisions are directory, and are intended to set forth goals and program elements for management of pests and pesticide use. This chapter is not intended to create a standard of civil liability for the acts or failure to act of the County and its employees and contractors. No person, government official, board, commission, or agency shall be liable in any civil action or proceeding for damages for violation of any of the provisions of this Division.

ATTACHMENT F

**Draft Minutes of Parks and Recreation Commission Meeting
November 11, 2009**



**EXCERPT FROM DRAFT MINUTES
SUNNYVALE PARKS AND RECREATION COMMISSION
NOVEMBER 11, 2009**

The Sunnyvale Parks and Recreation Commission met in regular session in City Hall Council Chambers, at 456 W. Olive Avenue, Sunnyvale, CA 94086 at 7 p.m. with Chair Colvin presiding.

CALL TO ORDER/SALUTE TO THE FLAG

Chair Colvin called the meeting to order at 7 p.m.

ROLL CALL

Commissioners Present: Chair Jim Colvin
Vice Chair Richard Oliver
Commissioner Howard Chuck
Commissioner Robert Harms
Commissioner Robert Pochowski

Commissioners Absent: None

Staff Present: Community Services Director David A. Lewis
Assistant to the Director Cathy Merrill
Parks Superintendent Scott Morton
Administrative Analyst Mike Abney

Guests Present: None

PUBLIC HEARINGS/GENERAL BUSINESS

3. Consider Agreement with Santa Clara County for Operation of Baylands Park and Consider Recreational Enhancements at Baylands Park (Study Issue) (Council Action 12/08/09)

Director Lewis presented the staff report and cited staff's recommendations regarding the agreement with Santa Clara County for operation of Baylands Park and consideration of recreational enhancements. He offered to take Commissioners questions regarding recreational opportunities.

Commissioner Harms asked questions about Baylands Park serving as a nature reserve.

Commissioner Pochowski noted Baylands Park potential and the public's need for additional open play fields and recreational space. He recalled an earlier suggestion to move cricket play from Ortega Park to Baylands Park. He recently visited Baylands Park and saw people playing soccer. He said the demand is there and believes Council should be asked for funding to upgrade the sports fields and consider installing artificial turf.

Chair Colvin said Baylands Park offers great opportunities for open play activities and also night activities such as astronomy. He would like solar lighting considered, including soft lighting for night use. He stated this agreement will provide opportunities for the next generation.

Director Lewis noted recreational programming that does not require any changes in the physical plan could still be provided.

Director Lewis continued with the staff report regarding the lease agreement. He noted the current long-term agreement will end in 2011; but with no action by either party, the existing agreement will continue with either party being able to terminate the agreement by giving 24 months notice to the other party.

Director Lewis highlighted the past 18-24 months that staff worked with Santa Clara County to clean up the current agreement and arrived at the proposed agreement under consideration. Provisions were removed which no longer apply, other provisions were included, and staff worked out every term of the agreement with only two items still outstanding: 1) Fire Prevention Procedure and 2) City's or County's Integrated Pest Management (IPM) Policy. The staff recommendation is to use the City's IPM Policy.

Director Lewis continued and noted other changes in provisions regarding capital improvement projects, signage, fees and revenue which came to agreement.

Director Lewis said the main issue is whether the City's or the County's IPM Policy will be followed. City staff believe the City's IPM Policy will provide the best level of service for the park. Of the 177 acres, the City may use pesticides on 7-8 acres (as necessary) compared to the County's IPM Policy which works well for the open nature space which the County parks provide. The City's IPM Policy allows consistency with all other City parks. If Council approves the agreement, it would be sent to the County for approval and to decide if they are satisfied; if not, the current agreement will continue.

Director Lewis also wanted the Commission to be aware of the lack of infrastructure replacement funding for park components, i.e., the irrigation system, roadway and playground areas. At this point, neither the City nor the County has monies to repair or replace these items. Until now, no capital improvement projects had been put forward for Baylands Park pending renewal of the agreement. Council did direct staff to develop Baylands Park capital improvement projects which remain unfunded, along with several other projects.

Commissioner Colvin inquired if the City has a grant writer who could seek corporate or "friends of" donations to support improvements at the park. Director Lewis indicated both the City and County have staff that can write grant applications and have agreed to jointly pursue any applicable grant funds; however, most of the City's efforts would be directed to support City-owned parks rather than a County-owned park.

Commissioner Colvin asked if the City is open to receiving donations or selling bricks to raise funds. Director Lewis said a "Friends of Parks and Recreation" group is being explored.

Commissioner Harms said it seems as if Baylands Park is lost because it is better to concentrate on City-owned parks that are located closer to the population.

Commissioner Pochowski asked for clarification regarding funding for park improvements if the City continues the existing lease versus entering into the new agreement. He asked why the City would not fund maintenance for the site if the agreement is approved. Director Lewis explained the issue is regarding the capital expense and the City does not have monies available. Whether the City does or does not have an agreement, the City continues responsibility for the site. Commissioner Pochowski believes the site serves a large population; people are mobile and they do use it.

Director Lewis noted the alternatives in the report and the staff recommendations.

Chair Colvin inquired about the requirements for fire safety protection and location of the nearest fire station. Director Lewis clarified that the fire safety requirements pertain more to maintenance operations than a one-time emergency.

Chair Colvin opened the public hearing and there being no public testimonies, closed the public hearing.

MOTION: Commissioner Harms moved to recommend that Council accept Alternative No. 2, Council does not approve the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park and directs City Manager to renegotiate specific sections of the agreement.

Motion failed for lack of a second.

Vice Chair Oliver stated that if the Commission is going forward with Alternative No. 2, then the section of the agreement to be renegotiated should be spelled out.

MOTION: Commissioner Chuck moved and Commissioner Pochowski seconded to recommend that Council accept staff's recommendation Alternative No. 1, Council approves the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park, use of City Integrated Pest Management Policy, and authorizes City Manager to sign the lease on behalf of the City.

Commissioner Pochowski said the City should go ahead with the agreement but also requests that Council recognize the necessity for funding improvements. He said he is strongly in favor of athletic fields and supports an action to encourage Council to fund improvements at the site.

Friendly Amendment

Commissioner Harms proposed a friendly amendment to ask Council to attempt to get a prorating of maintenance expenses for Baylands Park when the lease is considered. Director Lewis asked for clarification on the friendly amendment. Commissioner Harms clarified that the proposed friendly amendment recommends that Baylands Park maintenance be shared 1/3 by the City and 2/3 by the County.

Commissioner Chuck, maker of the motion, did not accept the friendly amendment.

Vice Chair Oliver clarified that if Alternative No. 1 was approved as written, no part of it has to do with capital improvement project funding. Director Lewis confirmed this was correct.

Commissioner Chuck said it is very important to keep Baylands Park. If the City does not renew the lease agreement, there is a risk of losing the acreage which is now available for our citizens to use.

Commissioner Harms said the City prides itself on having neighborhood parks within walking distance for our residents and Baylands Park is not readily walkable. Director Lewis pointed out that the City has both regional and neighborhood parks, and they serve different purposes. Baylands Park is a regional park.

Vice Chair Oliver asked if the Commission could consider Alternative No. 1 separate from the funding. Assistant to the Director Merrill responded affirmatively.

Chair Colvin restated the motion.

MOTION: Commissioner Chuck moved and Commissioner Pochowski seconded to recommend that Council accept staff's recommendation Alternative No. 1, Council approves the Lease Agreement with Santa Clara County for Operating Sunnyvale Baylands Park, use of City Integrated Pest Management Policy, and authorizes the City Manager to sign the lease on behalf of the City.

VOTE: Motion passed 4-1, with Commissioner Harms dissenting.

Commissioner Harms opposed the motion because he said the City should not have to bear the burden of maintenance, integrated pest management, and fire protection costs. He said that Baylands Park is a loss leader.

Commissioner Pochowski moved and Commissioner Chuck seconded to recommend that the City prioritize the Capital Improvement Projects (CIPs) to make the necessary infrastructure improvements to provide for the safety, irrigation, and other park improvements at Baylands Park.

VOTE: Motion passed 4-1, with Commissioner Harms dissenting.

Commissioner Harms opposed the motion because he said the City would be better served using the funding for other City-owned sites.