



Council Date: December 14, 2010

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

BACKGROUND

On January 10, 2006, City Council reviewed Report to Council No. 06-013, "Explore Locations for Community Gardens and Special Agreement with Sustainable Community Gardens." The report noted the positive aspects of community gardening and a positive relationship growing with a local gardening group, Sustainable Community Gardens (SCG). The City and SCG entered into a five-year agreement whereby the City provided the exclusive use of 433 Charles Street for the purpose of community gardening, and SCG was responsible for the design, construction, operation and maintenance of the community gardens. The current five-year agreement will expire on January 29, 2011. Recently, the Executive Director of the SCG approached staff with a request to extend the agreement for another five years.

EXISTING POLICY

From the Open Space and Recreation Sub-element:

Policy 2.2.A.8. Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreation facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land, and land-banking.

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

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

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

From the Community Engagement Sub-Element

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

DISCUSSION

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

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

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

- All services associated with the operation and maintenance of the Charles Street Community Garden;
- Direct payment to Finance, Utilities Division, for utility consumption at the site;
- Plans and design specifications for review by City;
- Non-profit community gardening services;
- Notice to gardeners of the five-year term of the agreement noting the specific date of termination;
- One copy of all garden plot assignment policies, by-laws, operating manuals, rules, regulations, etc. as approved by the Director of Community Services; and,

- A yearly report that notes the number of plots in use, total numbers of gardeners participating for the previous year, their age groups, neighborhoods of residence, and the hours of educational instruction provided for the community.

At the time the original agreement was developed, the City was hesitant to commit to tying up the land behind the Sunnyvale Office Center for five years, given the City's interest in using the site for a new library or City Hall renovation project. Because of this, the agreement did not limit the City's ability to use the property for a different purpose (even within the 5-year agreement), so long as it provided 180 days notice to the Garden group. This provision remains in the proposed agreement and continues the requirement that SCG take responsibility for making sure that member gardeners know the agreement terms.

FISCAL IMPACT

There is no fiscal impact to renew the current agreement with Sustainable Community Gardens for another five years. However, a potential fiscal impact that was noted in the report in 2006 and still applies today is that an opportunity cost is created by having the Community Gardens on City-owned parcels that could be available for other uses including revenue generation through sale. This opportunity cost was estimated to be \$6,700,000 in 2006. Today this parcel of land, which is zoned for office use, is still valued at the same amount it was in 2006.

PUBLIC CONTACT

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

A copy of this report was also provided to Rebecca Jepsen, Executive Director of Sustainable Community Gardens.

Notice of Commission and Council meetings regarding this report were also distributed to the "Friends of Parks and Recreation" email list (a list of organizations and individuals who have expressed an interest in Parks and Recreation issues).

The Parks and Recreation Commission conducted a public hearing on this item at its meeting on November 10, 2010.

ALTERNATIVES

1. Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for another five years consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.
2. Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens with modifications to Attachment A as determined by Council, and authorize the City Manager to enter into the agreement on behalf of the City.
3. Do not approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens.

RECOMMENDATION

Staff recommends approval of Alternative 1: Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for another five years consistent with Attachment A and authorize the City Manager to enter into the agreement on behalf of the City.

The working relationship between the City and the Sustainable Community Gardens group, as well as the on-going programming and maintenance of the Charles Street Gardens, has progressed very smoothly since the gardens first opened in the fall of 2006. The gardens are a benefit to the Sunnyvale community not only by providing garden plots to Sunnyvale residents, but also by the educational classes that are open to all residents and the donations of fresh fruits and vegetables from the gardens to assist local food programs for low-income residents. (Attachment B: FY 2009/2010 Annual Report for Charles Street Gardens.) By extending the agreement another five years until January 30, 2016, the Community Garden program could continue to operate and the provisions that either party can terminate the agreement with 180 days notice would remain in place.

The Parks and Recreation Commission reviewed a draft of this report at its meeting on November 10, 2010, and voted 4-0 to recommend that City Council accept staff's recommendation Alternative No. 1: Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for another five years and authorize the City Manager to enter into the agreement on behalf of the City. (Attachment C: Excerpt from Draft Minutes of the November 10, 2010, Parks and Recreation Commission Meeting)

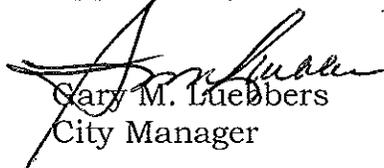
Reviewed by:



Robert Walker, Assistant City Manager

Prepared by: Cathy E. Merrill, Assistant to Director

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. Agreement between City of Sunnyvale and Sustainable Community Gardens for the Development, Operation and Maintenance of Community Gardens (February 1, 2011 to January 30, 2016)
- B. FY 2009/2010 Annual Report for Charles Street Gardens
- C. Excerpt from Draft Minutes of the November 10, 2010, Parks and Recreation Commission Meeting)

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

THIS AGREEMENT dated February 1, 2011, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SUSTAINABLE COMMUNITY GARDENS ("GROUP"), a non profit corporation.

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

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

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

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

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

1. Obligations of CITY

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

The group activity of growing and harvesting legal plants and produce, using organic gardening practices, at various location(s) in Sunnyvale intending to provide opportunities for: learning about

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

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

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

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

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

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

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

2. Obligations of GROUP

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

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

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

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

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

GROUP shall assign approximately 25% of gardening plots for primary use by the Sunnyvale Senior Center Gardeners. For the purpose of this Agreement, Sunnyvale Senior Center Gardeners are those gardeners that are members of the Sunnyvale Senior Center and residents of Sunnyvale. A minimum of fifteen, (15) garden plots approximately 64 square feet in size each shall be reserved for the Sunnyvale Senior Center Gardeners.

Group shall assign approximately 75% of the gardening plots for primary use by Sunnyvale resident gardeners. At a minimum, forty garden plots approximately 64 square feet in size each, shall be reserved for use by resident gardeners.

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

GROUP shall inform all gardeners yearly, through special notice included in all Garden Plot Assignment Agreements, that the term of this Community Gardens Agreement is five (5) years and shall specify that the termination date of this Community Gardens Agreement is January 31, 2016 and that this Agreement may be terminated by either party with 180 days notice.

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

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

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

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

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

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

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

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

3. Conflicts of Interest

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

4. Compliance with Laws

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

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement including, but not limited to, not growing any plant materials

that are illegal to grow under state or federal law. In particular, the growing of *Cannabis sativa* (marijuana) is prohibited whether or not such activity may be lawful for medical purposes under relevant laws of the state of California. CITY shall have the right to enter, remove and confiscate plants of illegal species, including *Cannabis sativa*, without notice, and shall not be liable to the owner of such plants for any loss or damage sustained thereby.

5. Indemnity

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

6. Insurance

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

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

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

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

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

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

7. CITY OF SUNNYVALE Representative

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

11. Duration of Agreement

This Agreement shall continue from the date of execution for a period of five (5) years, unless otherwise terminated in accordance with section 12 below. Renewal of this Agreement will not occur automatically but shall require the mutual written consent of the parties prior to the expiration of the Agreement.

12. Termination

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

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

13. Entire Agreement; Amendment

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

Sustainable Community Gardens

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

Report to City for Fiscal Year 2009-10 Charles Street Gardens

Summary of Activities & Achievements:

Exceptional community involvement has resulted in a fourth year of success at Charles Street Gardens. In the past year of increased economic and environmental concern, the garden has stood out as an example of how citizens can improve and support their communities during times of hardship. On one acre of land volunteers help feed hungry families, provide an open space for people and wildlife, educate Sunnyvale citizens about water conservation and the benefits of eating and gardening organically, and grow food locally. Charles Street Gardens is a platform for Sunnyvale citizens to move towards a more sustainable and secure future. **We look forward to a 5-year lease renewal with the City of Sunnyvale.**

Some of our key achievements over the past year include:

Infrastructure repairs and sustainability improvements:

Greenhouse re-covered in plastic to replace storm damage. The long greenhouse was stripped and re-covered with UV-resistant plastic to correct wear and tear, and to specifically address winter storm damage sustained in previous years. The work was carried out by our volunteers, and re-used a substantial portion of the existing slats in accordance with our green principles, and as a cost-saving measure.

Continued to expand drip irrigation across the perimeter areas. The Perimeter working group, using a combination of purchased and donated materials, expanded irrigation along the Charles Street and the side parking lot areas of the fence plantings. New plantings along the fence were put in place to take advantage of the drip system and beautify the perimeter.

Beehives successfully located in garden. As specified in last year's report, the beehives have been transported to the garden and put in place. Simple boundary barriers alert gardeners to stay clear of the hives, which are located out of the general workflow area, behind the Cherry storage shed. The colonies appeared to overwinter successfully, and honeybees are a cheerful presence throughout the garden.

Local pollinator support. Nesting boxes for native mason and carpenter bees have been installed and maintained. Perimeter and in-garden plantings of bee and butterfly plants such as fennel, nigella, California poppies, provide important forage and support for native pollinators.

In-ground Vermiculture Experiment. The garden is testing a pioneering method of in-ground vermiculture in the Waiting List Garden beds, using worm farms decorated by

local visiting schoolchildren. All indications are that the method has improved plant health and growth in the WLG bed that contains the worm farms, in contrast to the 'control' bed without them. More worm farms will be built for various school gardens that participate in Charles Street Gardens and Full Circle Farm education.

Snail Hunt educational and pest control events. We had a very successful SNAIL HUNT event in the garden. It began near dusk in the garden circle with an informational lecture on snail biology and habits. Then participants with flashlights and buckets searched the garden for snails and collected all that they found. Over 30 people found dozens of snails, lending their efforts to a truly organic pest control method. The snails were taken to Hidden Villa and fed to the chickens. The snail hunt event is being repeated on a regular basis, approximately monthly.

Fifth Year Kickoff celebration Our garden village came together and threw a memorable party. Volunteers helped to spruce up the garden, distribute and post flyers, made bookmarks, party set-up, brought yummy appetizers, drinks, or ice, baked an amazing cake, greeted visitors with a warm smile, gave garden tours, performed at the poetry jam, helped with the children's activities or the snail races, loaned tables for the day, sent well wishes and congrats, and helped with party clean up. We worked as a team to make the 5 Year Anniversary Party a reality, just like when we came together to create what is now Charles Street Gardens. (Starr Coatney, event coordinator) Photos and some video at

http://hammanet.smugmug.com/Gardening/Charles-Street-Garden-5th/12447319_rXdWB#891307424_VFNce

Active Volunteer Program

Art Gianfermo awarded Sunnyvale Volunteer of the Year

for his work coordinating and masterminding the Food Forest program at Charles Street Garden in cooperation with Sunnyvale Cares and numerous garden volunteers.

Over 5,200 community volunteer hours spent in the gardens.

This figure is likely to be underestimated due to the number of gardeners who simply drop by during free time to work a little on their own plots and do a favor or two for the garden: pulling weeds, mulching paths, tending an ailing plant in the herb garden or perimeter planting, etc.

The Food Forest program provided 1800 pounds of fresh, healthy produce

for families in need, in partnership with Sunnyvale Cares. The Friday harvests bring out new volunteers and engage the garden community with the wider Sunnyvale food security community. The Food Forest has been gradually adjusting crops grown in response to requests from the food program, so that families have more familiar ethnic foods as well as standard vegetables and greens. The harvest is routinely supplemented with staples such as canned or dry beans, rice, and packaged goods, dropped off by gardeners in the community. These are not included in the total above.

Community leadership training

The Garden's non profit volunteer operation has grown from one staff Garden Coordinator in 2006 to a rotating staff of half a dozen or more. It has given

people the opportunity to improve communication skills and to be in charge of projects. Success stories include individuals transitioning to new 'green' careers, gaining skills that led to management promotions in the workplace, and engaging in valuable resume-building activities during the recession. Others have used their new abilities to assist other Sunnyvale organizations such as churches, eldercare facilities, and community groups.

Community education opportunities hosted

Adult and teen education

Free *Organic Gardening 101* training class for all new gardeners, those on the waiting list, and the general public. This 3-hour class is always well-attended, with a total of 68 students in the two class sections taught (August, September). We will continue to teach it and are working on a standardized lesson plan to distribute to new gardeners. (Eric)

Individual gardeners have created and taught additional free classes open to the public, such as *Orchid Repotting* and *Vine Fruit Pruning*.

(incoming from Alice) person-training hours by the Master Gardeners of the Sunnyvale Teaching and Demonstration Garden. This is eight, 2-hour classes, with ___ total students in attendance. (Alice, DJ)

Youth education

The Garden hosted several "Community Kidz Camp" field trips at the garden. Gave demonstrations of worm composting, seed planting, and transplanting to Sunnyvale children in February and April. We had 18 - 24 participants for each Kidz Camp visit. The first hour was for the younger group - 8-10 year olds. The second group were about 11-12 years old.

We also had a visit by older 'teens and young adults from the Pacific Autism Center. There were about 12 participants and at least 6 of their staff supervising. Three or four gardeners each escorted a small group of students, after an introduction for the total group.

Implemented new administration programs to increase gardener participation

Established a formal gardening agreement and payment schedule for the Waiting List Garden, which was built in 2008 as a shared garden for the 120 Sunnyvale residents on the waiting list. The agreement specifies membership rules and the fee will cover water usage and supplies such as seeds and fertilizer.

Held two well attended All-Hands Gardeners meetings in the Fall of '09 and the Spring of '10.

Economic sustainability of the Garden

Raised \$2900, enabling Charles Street Garden to fund ongoing maintenance of the grounds and to host educational and community events free to the public.

Fall (2009) Plant sale successfully raised ~\$600 for the gardens.

Spring (2010) Earth Day Plant sale successfully raised ~\$2300 for the gardens.

By the Numbers

Sunnyvale residents on the waiting list: 171

Total Primary Gardeners: 82

Additional co-Gardeners: 27

Waiting List Gardeners (Active): 10

Distribution by Zip Code:

94085: 9

94086: 43

94087: 30

94088: 0

94089: 9

Distribution by Age (for those who shared this info):

18-35: 10

36-49: 23

50 or more (Senior): 31

Garden Beds Filled:

21 Senior beds - 1,344 sq feet

65 General Citizen beds - 4,160 sq feet

1 Wheel Chair Accessible beds - 4 available

1 Low Income waiver gardeners – payment waived

Looking Ahead

In 2010-11 we plan to continue our improvements to the perimeter plantings and expand the areas under drip irrigation. We also expect to process more of our own green waste with the addition of a new, more powerful chipper, and a shed in which to store it.

We will continue to give regular and special scheduled tours of the Gardens to any and all residents of Sunnyvale and their friends, including the Kidz Camp and neighborhood associations.

In the coming year Sustainable Community Gardens hopes to provide food security to more Sunnyvale residents. We are continuing our regular weekly donations to local food banks via our Food Forest program at Charles Street Gardens. We will also be supporting food security through the winter via a program of allowing volunteers to garden winter crops in idle gardeners' plots, to be added to the weekly donated harvest.

Additionally, SCG also hopes to serve more residents by exploring the feasibility of a second community garden in Sunnyvale. Charles Street Gardens has enabled local residents to save money by growing their own food, which is an even more valuable resource during these tough economic times. Building an additional community garden would expand this resource to the 170+ people on our waiting list. We have identified

potential funding for a second community garden in Sunnyvale and we will begin to explore the feasibility of such a project in the coming year.

Thank you,

Eric Fulda

Garden Coordinator, Charles Street Gardens

[prepared by Strata Chalup, Application Coordinator, CSG]

**EXCERPT FROM DRAFT MINUTES
SUNNYVALE PARKS AND RECREATION COMMISSION
NOVEMBER 10, 2010**

The Sunnyvale Parks and Recreation Commission met in regular session in City Hall Council Chambers, 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 Robert Pochowski
Commissioner Howard Chuck
Commissioner Robert Harms

Commissioners Absent: None

Staff Present: Assistant to the Director of Community Services Cathy Merrill
Parks Superintendent Scott Morton
Assistant City Manager Robert Walker

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

Parks Superintendent Morton presented the staff report

The Public Hearing was opened.

Rebecca Jepsen, Executive Director of Sustainable Community Gardens (SCG), spoke in favor of Sustainable Community Gardens and the benefits that it brings to the community.

Commissioner Harms asked to what degree SCG is open to the public.

The Public Hearing was closed.

Commissioners recalled previous concerns about the possibility of the Library taking the property for expansion. They had questions regarding SCG's desire to expand the garden and also about the termination clause requiring the City to reimburse SCG for expenses related to tree replacement when termination occurs before the harvest.

MOTION: Chair Colvin moved and Commissioner Chuck seconded to recommend that Council accept staff's recommendation Alternative No. 1: Approve renewal of the agreement with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for another five years and authorize the City Manager to enter into the agreement on behalf of the City.

VOTE: 4-0 motion passed unanimously.