

A P P E N D I X A

JOINT POWERS AND OPERATING
AGREEMENT

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**JOINT POWERS AND OPERATING AGREEMENT
BY AND BETWEEN
COUNTY OF SANTA CLARA, PARKS AND RECREATION DEPARTMENT
AND
STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION
FOR
OPERATION OF MARTIAL COTTLE PARK**

This agreement dated October 28, 2003, by and between the State of California, Department of Parks and Recreation (hereafter "State"), and the County of Santa Clara, Parks and Recreation Department (hereafter "County") for the purpose of establishing the rights and obligations of the parties with regard to the operation of Martial Cottle Park as a combined State and County historic park hereinbelow described.

RECITALS

WHEREAS, State intends to enter into an agreement to acquire from the Edith Lester estate approximately 136 acres of historic farming land in the City of San Jose known as the Cottle Ranch, as more fully described in Exhibit A ("State's Acquisition"); and

WHEREAS, County intends to enter into an agreement to acquire through donation from Mr. Walter Lester approximately 150 acres of land known as the Cottle Ranch, with Mr. Lester retaining a life estate to approximately 40 acres, as more fully described in Exhibit B ("County's Donation"); and

WHEREAS, as a condition of the State's Acquisition and the County's Donation, the State and the County have agreed to develop and operate the respective properties as a historic park depicting and interpreting farming in the Santa Clara Valley in the late 1800's and early 1900's ("Martial Cottle Park"); and

WHEREAS, State and County each have the common powers to develop, manage and operate parks and have the authority to enter into a joint operating agreement as permitted by Government Code Section 6500 et seq.; and

WHEREAS, State and County desire to provide for and agree to the terms and conditions whereby State will immediately upon purchase of the State's Acquisition deliver possession, use and enjoyment thereof to the County, and the County will use its best efforts to undertake the development, management and operation of both State's Acquisition and County's Donation jointly as the Martial Cottle Park; and

WHEREAS, if the donation or transfer does not occur, then this Agreement between the State and County shall have no force or effect.

NOW THEREFORE, State and County agree as follows:

Terms and Conditions

1. The Agreement is effective on the date first above written and shall continue in perpetuity, except upon termination as provided for in Section 10.
2. County will assume exclusive possession, operation and control of the State's Acquisition together with the County's Donation on the terms set forth herein below.
3. Fee title ownership of the State's Acquisition shall remain with State and fee title ownership of County's Donation will remain with County.
4. Each of the parties has conducted its own due diligence and investigation regarding the environmental condition of the State's Acquisition and the County's Donation respectively and the parties acknowledge each has not relied on the other to perform any due diligence or investigation.
5. County will:
 - a. In its discretion and subject to availability of necessary additional funding and staff resources, be responsible for the master plan process, development, management, operation and maintenance of the Martial Cottle Park at County's sole expense, except as provided for in Section 6.
 - b. Prepare a master plan, with the assistance and cooperation of the State of California that meets the obligations and requirements necessary for conforming the plan to Public Resources Code Section 5002.2 and any other requirements for a state park general plan. Such general plan will be submitted to the State Park and Recreation Commission for approval, naming and classification.
6. State will:
 - a. Provide such staff and other assistance as may be required to advise and assist County with the preparation of a general plan for development and operation of the Martial Cottle Park. Such general plan format and contents will, at a minimum, conform to PRC Section 5002.2 and any other requirements for State's general planning. Such general plan will be submitted to State for approval by way of recommendation by State to the State Park and Recreation Commission. State will, also, as required by the acquisition deed conditions, recommend to the State Park and Recreation Commission classification of the Martial Cottle Park as a historic park pursuant to PRC 5019.50 and 5019.56.



- b. In its discretion and subject to the availability of necessary additional funding and staff resources, participate with County to develop, implement and administer an agricultural interpretive program and facilities at the Martial Cottle Park and in making application for grant funding for these purposes.
- c. Upon close of escrow, transfer control and possession of the State's Acquisition in accordance with the terms of this Agreement, and County may exercise its full power and authority to plan, develop, and operate the park including, without limitation, entering into such leases and other agreements with third parties consistent with the purposes and terms of this agreement; provided however, that County may not grant or issue real property interests in State's property to third parties, such as, but not limited to, easements or fee simple rights of way.

7. State and County agree to reciprocal access as follows:

State and County shall provide reciprocal reasonable access to the other such that the State shall have reasonable access to the County's Donation and the County shall have reasonable access to the State's Acquisition for such purposes and at such reasonable times necessary to fulfill their respective obligations pursuant to the agreement.

8. State and County agree to reciprocal indemnification as follows:

- a. State and County hereby waive all claims and recourse against the other, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the respective party's activities under this agreement, except: i) claims arising from, and to the extent of, the negligence of the other party, its officers, agents or employees, or other wrongful acts for which a party is solely responsible, and ii) the State assumes responsibility for any response costs, remediation and/or cleanup of any condition relating to the presence of hazardous waste located on the State's Acquisition existing prior to the date of transfer of control and possession of the State's Acquisition to the County for Park development of the State's Acquisition, and the County assumes responsibility for any response costs, remediation and/or cleanup of any condition relating to the presence of hazardous waste located on the County's Donation.

In lieu of tender of the claim or action to the other party, a party may elect to represent itself in such legal action, in which event, such party shall bear its own litigation costs, expenses and attorney's fees. Notwithstanding the foregoing, in the event a party is required to represent itself because of a conflict of interest by counsel representing the other party, the indemnifying party, on demand, shall reimburse the indemnified party for its litigation costs, expenses and attorney's fees. Costs shall include, without limitation, all attorney's fees and costs, court costs, costs of mediators or arbitrators, experts and consultants, and any other costs reasonably incurred in response to any claim.

In the event the parties are found to be concurrently negligent by a court of competent jurisdiction for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, the parties shall cooperate and use their best efforts in seeking and obtaining an apportionment of liability from the court, and neither party shall request a jury apportionment. This provision is intended as a complete and voluntary waiver of any right to jury apportionment.

- b. Reimbursement: If either party has paid for any costs which are the responsibility of the other under this section, the payor shall provide ten (10) days written notice to the responsible party that it intends to make a payment, and if the responsible party does not respond or refuses to make payment, the responsible party shall reimburse the other party on demand by such party incurring the loss or expense.

9. Restrictions of Law to Apply

Except as may otherwise be provided for in this agreement, in accordance with Government Code Section 6509, the restrictions imposed upon the County in the exercise of the joint powers under this agreement shall apply except for any activities that may be directly undertaken by State, in which case State restrictions and law shall apply.

10. Term of the Agreement.

This agreement shall continue until terminated by further mutual agreement of the parties. On termination, State shall take control and possession of its property and any improvements and County shall be relieved of any further obligation for development, operation or maintenance of the State's Acquisition.

11. Survival of Obligations on Termination

On termination, indemnity obligations shall survive for a period of time not less than the then applicable statute of limitations for any claim that might arise out of this agreement.

12. No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties to this agreement as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this agreement shall make one party the agent of the other, and neither party has power or authority to bind the other to any legal or other obligation, promise or liability.

13. Applicable Law

This agreement shall be construed in accordance with the laws of the State of California; State and County consent to jurisdiction of the courts within Santa Clara County, California.

14. Integration

This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

15. Notices

All notices and reports to be sent to State shall be in writing and shall be mailed or delivered to:

Director
California Department of Parks and Recreation
Post Office Box 942896
Sacramento, California 95814-2896

All notices and reports to be sent to County shall be in writing and shall be mailed or delivered to:

Parks Director
County of Santa Clara, Parks and Recreation Department
298 Garden Hill Drive
Los Gatos, California 95032-7669

All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. State and County shall provide notice to the other of any change in address.

16. Contact for Planning and Operation

The parties will require coordination of effort for planning, development and operation of the Martial Cottle Park. State hereby appoints its Northern Division Chief, or his or her designee, as its representative for these purposes, and County appoints its Director of Parks and Recreation Department, or his or her designee as its representative.

17. Dispute Resolution

The parties acknowledge that issues may arise during the period of this agreement that require resolution between the parties. The parties agree to meet and confer to resolve such issues. The County hereby appoints the Director of Parks and Recreation Department, or designee, and the State hereby appoints the Deputy Director of Operations, or designee, as their respective representatives for dispute resolution. Either party may notify the other party upon forty eight (48) hour telephone notice or by three (3) day written notice whenever a party desires to meet and confer, and the other party shall attend a meeting at a mutually agreed upon date, time and location. The parties agree to utilize this procedure prior to instituting any legal action which pertains to this agreement. Except as specifically provided herein, nothing contained herein shall diminish any right or remedy of either party.

18. Modifications

This agreement may not be modified except by a written instrument, signed by both parties, making specific reference to this agreement by date, parties and subject matter.

19. Severability

The invalidity or unenforceability of any provision of this agreement, or the invalidity or unenforceability of any provision of this agreement as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this agreement or any other applications of such provisions, as the case may be.

Approved

20. Waiver

Waiver of a breach of this contract by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.

EXECUTED this 28 day of October, 2003.

State:


Department of Parks and Recreation

By: 
Ruth Coleman
Director

Date: 10-14-03

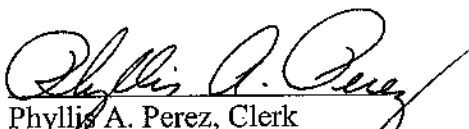
County:

Santa Clara County

By: 
Blanca Alvarado, Chairperson
Board of Supervisors

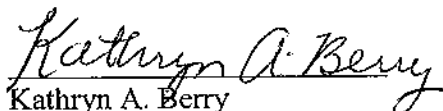
Date: OCT 28 2003

Attest:


Phyllis A. Perez, Clerk
Board of Supervisors

Date: OCT 28 2003

Approved as To Form and Legality:


Kathryn A. Berry
Deputy County Counsel

Date: Oct. 17, 2003

Exhibit A - State's Acquisition

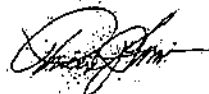
Approved

BEGINNING at the intersection of the centerline of Snell Avenue with the centerline of Chynoweth Avenue as shown on the Map of Tract No. 4645 Pardee Homes Unit No. 9 a Map of which was filed for record in Book 256 of Maps at Page 37, Santa Clara County Records; thence leaving said POINT OF BEGINNING along said centerline of Snell Avenue North 0°15' West 153.00 feet; thence leaving said centerline of Snell Avenue South 89°50'46" West 1521.21 feet to the TRUE POINT OF BEGINNING; thence leaving said TRUE POINT OF BEGINNING along the following courses and distances: South 89°50'46" West 1964.87 feet; South 0°15'00" East 160.97 feet; South 21°59'35" West 381.52 feet and South 9°56'33" East 989.56 feet to a point on the Westerly prolongation of a Northerly line of Tract No. 4791 a Map of which was filed for record in Book 266 of Maps at Pages 43, 44 and 45, Santa Clara County Records; thence along said Westerly prolongation South 89°32' West 639.87 feet to the intersection thereof with the Northeasterly line of that certain parcel of land described as APN 464-06-005, GTO315-29 in that certain Amended Final Order of Condemnation issued out of Superior Court of California, County of Santa Clara, Case Number 641450, a certified copy of which was recorded April 26, 1990 in Book L334 of official Records at Page 1478; thence along said Northeasterly line from a tangent bearing of North 67°04'13" West along a curve to the left with a radius of 3131.00 feet, through a central angle of 14°32'45" for an arc length of 794.88 feet to the end of a curve being non-tangent to the following course, North 84°51'17" West 210.32 feet to the intersection thereof with the Southwesterly prolongation of the Easterly line of Tract No. 5183 a Map of which was filed for record in Book 323 of Maps at pages 27 and 28, Santa Clara County Records; thence along said Southwesterly prolongation, along the Easterly line of said Tract No. 5183, along the Easterly line of Tract No. 5165 Vista Park No. 5 a Map of which was filed for record in Book 302 of Maps at Pages 41 and 42, Santa Clara County Records, and along the Easterly line of Tract No. 5008 Vista Park No. 4 a Map of which was filed for record in Book 291 of Maps at Pages 44 and 45, Santa Clara County Records North 18°17'28" East 1592.40 feet to an angle point in said Easterly line of Tract No. 5008; thence continuing along said Easterly line of Tract No. 5008 and along the Easterly line of Tract No. 4938 Vista Park No. 3 a Map of which was filed for record in Book 282 of Maps at Pages 53 and 54, Santa Clara County Records and along the Northerly prolongation of said Easterly line of Tract No. 4938 North 12°29'45" East 1811.85 feet; thence leaving said prolongation North 89°50'46" East 936.51 feet; thence South 31°27'56" East 1333.25 feet; thence North 89°10'07" East 576.07 feet and South 26°48'56" East 994.37 feet to the TRUE POINT OF BEGINNING.

Containing 136.527 acres of land more or less.

Prepared on July 22, 2003
MARK THOMAS & CO. INC.

Phillip R. Savio RCE NO. 28231
Expiration Date 3/31/06



Signed on July 22, 2003 _____
Date

A P P E N D I X B

PROJECT MEETINGS



APPENDIX B

PROJECT MEETINGS

Meetings, workshops and presentations held throughout the planning process are described in this section.

A. *Project Team*

- ◆ **Project Team Meeting #1, June 7, 2007.** Project initiation and overview and project committee compositions and schedule.
- ◆ **Project Team Meeting #2, October 4, 2007.** Site visit of East Bay Regional Park District's Ardenwood Historic Farm and City of San José's Emma Prusch Farm Park.
- ◆ **Project Team Meeting #3, October 31, 2007.** Review of Draft Resources Inventory and Case Studies for Agricultural Park Models.
- ◆ **Project Team Meeting #4, January 10, 2008.** Review of Draft Opportunities and Constraints analysis; Draft Vision, Goals and Objectives; Management, Funding and Implementation Goals; Draft Master Plan Program Elements; and Proposed Parkland Classification.
- ◆ **Project Team Meeting #5, February 13, 2008.** Review of Draft Master Plan Program Document.
- ◆ **Project Team Meeting #6, September 18, 2008.** Overview of preliminary Draft Master Plan Alternatives and evaluation criteria.
- ◆ **Project Team Meeting #7, November 24, 2008.** Review of Draft Preferred Master Plan Alternative and alternatives analysis.
- ◆ **Project Team Meeting #8, December 10, 2009.** Review of Administrative Draft State General Plan/Master Plan including implementation priorities, phasing, costs and partnerships.

B. Technical Advisory Committee



TAC Meeting

- ◆ **TAC Meeting #1, September 6, 2007.** Project overview and open discussion.
- ◆ **TAC Meeting #2, February 19, 2008.** Review of Draft Program Document.
- ◆ **TAC Meeting #3, October 7, 2008.** Overview of Preliminary Draft Master Plan Alternatives and alternatives analysis.
- ◆ **TAC Meeting #4, December 5, 2008.** Overview of Preliminary Draft Preferred Master Plan Alternative.
- ◆ **TAC Meeting #5, January 22, 2010.** Review of Draft State Park General Plan/ Master Plan.



TAC Meeting

C. Other Technical Advisory Meetings

- ◆ **Williamson Act Program Meeting #1, January 8, 2009.** Review of contract requirements and discussion of phasing concepts.
- ◆ **Williamson Act Program Meeting #2, August 12, 2009.** Interpretation of Williamson Act Contract guidelines and categorization of proposed program elements.
- ◆ **Potential Youth Agricultural Partners Meeting #1, January 13, 2009.** Review of proposed programs and discussion of potential partnerships and development priorities.
- ◆ **Potential Youth Agricultural Partners Meeting #2, September 21, 2009.** Discussion of site design considerations and the potential for shared facilities with an urban forestry program.

- ◆ **Santa Clara County Farm Bureau Meeting #1, December 15, 2008.** Identification of opportunities and constraints for commercial agricultural production and marketing at Martial Cottle Park.
- ◆ **Santa Clara County Farm Bureau Meeting #2, March 9, 2010.** Discussion of Draft Park Plan, viable agricultural operations in Santa Clara County and future agricultural uses at Martial Cottle Park that assisted in the development of a Draft EIR.
- ◆ **City of San Jose Public Works Meeting #1, January 6, 2009.** Preliminary coordination regarding road improvement plans and the park planning process.
- ◆ **City of San Jose Public Works Meeting #2, March 26, 2009.** Review of City's road widening projects and discussion of park entrance design strategies.
- ◆ **LAFCo Meeting, October 15, 2009.** Preliminary discussions related to future connections to municipal water and sewer systems for future park improvements and uses.
- ◆ **LAFCo Meeting #2, July 22, 2010.** Discussion of phased improvements and annexation requirements.
- ◆ **SCVWD Meeting, April 14, 2010.** Discussion of State Water Resource Code requirements for a Water Supply Assessment and assumptions for the Park's future water demand and analysis.
- ◆ **California State Parks Planning, Policy and Programming Committee (PPPC) Meeting, Date TBD.**

D. Task Force

- ◆ **Task Force Meeting #1, October 16, 2007.** Project overview and open discussion.



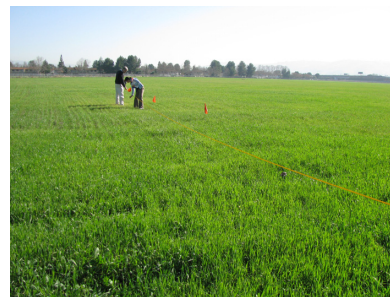
Task Force Meeting



Task Force Meeting



Task Force Site Tour



Task Force Site Tour



Task Force Site Tour

- ◆ **Task Force Meeting #2, December 11, 2007.** Draft Opportunities and Constraints Analysis and the Draft Goals and Objectives.
- ◆ **Task Force Meeting #3, February 20, 2008.** Review of the Final Draft Program Document.
- ◆ **Task Force Meeting #4, October 15, 2008.** Review of Draft Master Plan Alternatives.
- ◆ **Task Force Meeting #5, December 10, 2008.** Review of Preliminary Draft Preferred Master Plan Alternative.
- ◆ **Task Force Site Tour, January 17, 2009.** A site tour was conducted on January 17, 2009, to offer Task Force members an opportunity to experience the site and to further discuss buffer and edge treatments. Key stops and discussion points along the tour included the entrance location that had been proposed for Branham Lane by the Preliminary Draft Preferred Alternative, the location proposed for pedestrian access along the western boundary, and several stops along the western edge of the property.
- ◆ **Task Force Meeting #6, February 17, 2009.** Overview of Revised Preliminary Draft Preferred Master Plan Alternative and preliminary traffic analysis findings.
- ◆ **Task Force Meeting #7, February 1, 2010.** Review of Draft State Park General Plan/ County Park Master Plan.

E. Public Workshops

- ◆ **Workshop #1: November 15, 2007.** The first community workshop served to introduce the community to the Park planning process; familiarize the community with the Park; solicit community input on issues and aspirations for the Park; and inform the planning team's articulation of Park goals, objectives and programs. At the workshop,

the project team asked the community to prioritize program elements for the Park and to raise issues and concerns. Key priorities identified included preserving the Park's historic character, cultivating specialty crops and sustainable agricultural practices, providing a perimeter trail and multiple-use trails, and etc.

- ◆ **Workshop #2: October 23, 2008.** The second Community Workshop solicited community feedback on three Draft Alternatives for the Park for the development of the Martial Cottle Park Master Plan. Following an overview of the Park planning process and the draft alternatives, workshop attendees were divided into small groups to discuss the alternatives. In the small groups, attendees placed colored dots on the alternative of their preference. Participants also wrote comments directly on the alternative posters and completed questionnaires specific to the alternatives.
- ◆ **Workshop #3: February 10, 2009.** The Preliminary Draft of the Preferred Master Plan Alternative was presented to the public at the third workshop. Additional presentations discussed traffic studies conducted for the project and the City of San José's roadway widening projects. Participants at this workshop generally supported the Preliminary Draft of the Preferred Alternative and the location of the Park entrance at Snell Avenue, and identified walking trails, staging area, community gardens, picnic areas and entrance as priorities for the Park. In addition, participants discussed opportunities for neighborhood partnership that could contribute to the success of the Park.
- ◆ **Workshop #4/ Public EIR Scoping Meeting: February 10, 2010.** During the fourth public workshop, the Draft State Park General Plan/ Master Plan Report was presented to the public to solicit comments on the report. This meeting also served as a public scoping meeting for the Environmental Impact Report (EIR) for CEQA purposes.



Community Workshop



Community Workshop



Community Workshop

- ◆ **Workshop #5/Public Meeting on Draft EIR: September 22, 2010.** The fifth public workshop served as a forum for members of the public to comment on the Draft Environmental Impact Report (EIR), which was released for public review on September 8, 2010. Following an overview of the environmental review process and presentation of potential impacts identified in the Draft EIR, a public comment period was held during which attendees offered comments and asked questions about the EIR.

F. Presentations/Progress Reports to Public Officials

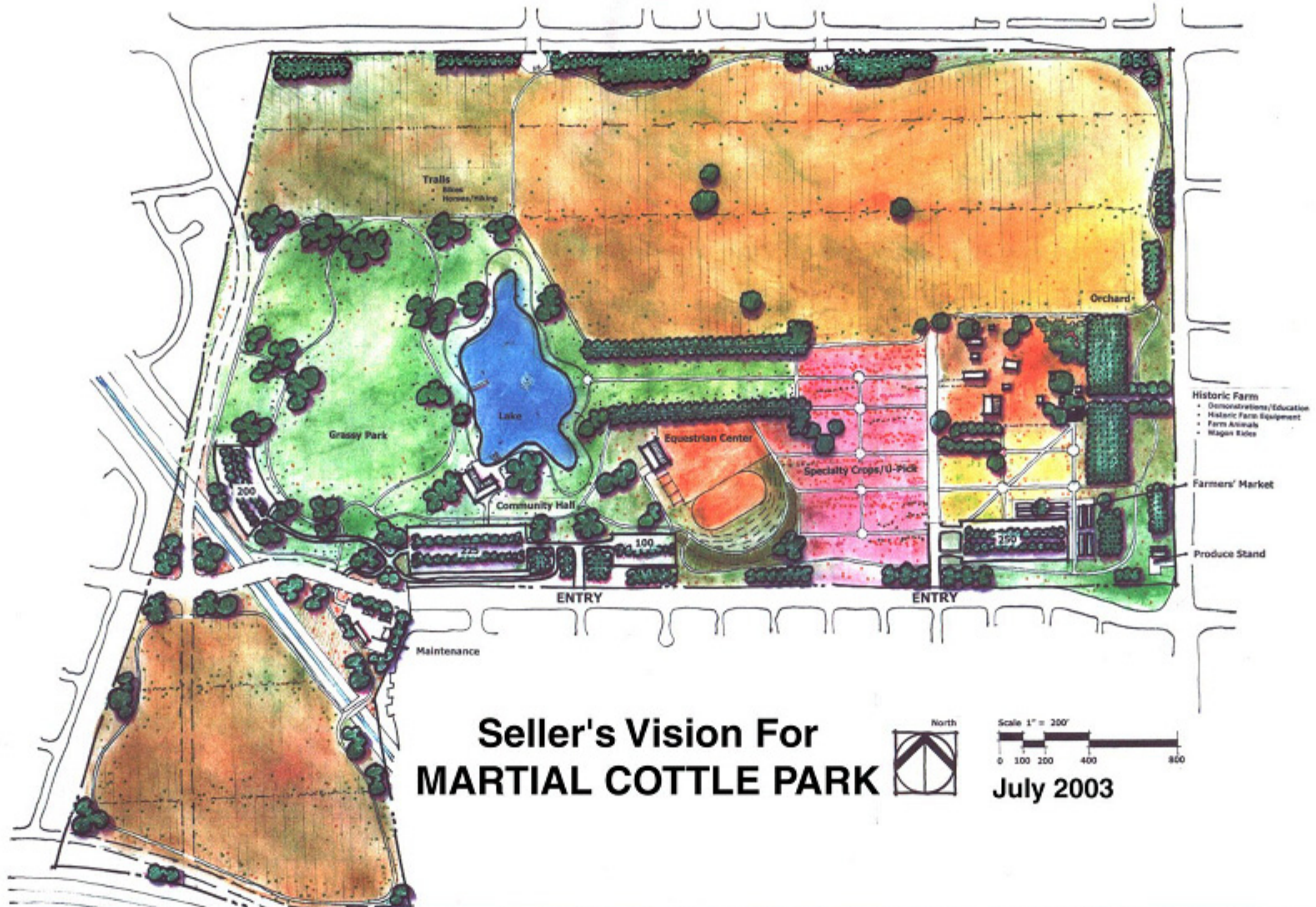
- ◆ **County of Santa Clara Parks and Recreation Commission Meeting #1: April 2, 2008.** An overview of the planning project including the Park's opportunities and constraints, Donor's Vision, Master Plan Vision, Goals, and Objectives, and the Draft Final Program Document for the Martial Cottle Park Master Plan was presented to the Parks and Recreation Commission for their acceptance.
- ◆ **County of Santa Clara Parks and Recreation Commission Meeting #2: April 1, 2009.** The Draft Preferred Master Plan Alternative was presented to the Parks and Recreation Commission for their acceptance.
- ◆ **County of Santa Clara Parks and Recreation Commission Meeting #3: November 1, 2010.** Presentation of Draft Martial Cottle Park State Park General Plan/County Park Master Plan for their acceptance.
- ◆ **County of Santa Clara Historical Heritage Commission Meeting: January 15, 2009.** An overview of the planning project including the Park's opportunities and constraints, Donor's Vision, Master Plan Vision, Goals, and Objectives, and the Preliminary Draft Preferred Alternative was presented to the Historical Heritage Commission as an informational item.

- ◆ **County of Santa Clara’s Housing, Land Use, Environment and Transportation (HLUET) Committee Meeting #1: May 8, 2008.** An overview of the planning project including the Park’s opportunities and constraints, Donor’s Vision, Master Plan Vision, Goals, and Objectives, and the Draft Final Program Document was presented to the HLUET Committee for their acceptance.
- ◆ **County of Santa Clara’s HLUET Committee Meeting #2: April 16, 2009.** A project update and the Draft Preferred Master Plan Alternative was presented to the County’s HLUET Committee for their acceptance.
- ◆ **County of Santa Clara’s HLUET Committee Meeting #3: Date TBD.**
- ◆ **County of Santa Clara Board of Supervisors Meeting #1: August 12, 2008.** An overview of the planning project including the Park’s opportunities and constraints, Donor’s Vision, Master Plan Vision, Goals, and Objectives, and the Draft Final Program Document was presented to the Board for their acceptance.
- ◆ **Santa Clara County Board of Supervisors Meeting #2: Date TBD**
- ◆ **California State Park and Recreation Commission Meeting #1: October 31, 2008.** The State Park and Recreation Commission adopted a resolution classifying the State-owned portion of Martial Cottle Park as a State Recreation Area, to guide California State Parks and the County of Santa Clara Parks and Recreation Department during the planning process. In addition, the adopted resolution formalized the naming of the State-owned portion of the park as Martial Cottle Park.
- ◆ **California State Park and Recreation Commission Meeting #2: Date TBD.**

A P P E N D I X C

D O N O R ' S V I S I O N





Seller's Vision For MARTIAL COTTLE PARK

July 2003

A P P E N D I X D

PROJECTED VISITOR USE



Appendix D:
Estimate of Visitor Use at Buildout of the Martial Cottle Park Plan

ESTIMATE OF VISITOR USE at buildout

Typical Weekday Use Assumptions	Staff/ Ag Lessee	Visitors
Trails (2.25 miles)- Pedestrian		177
Trails (2.25 miles)- Bikes		31
Picnic Areas/ Park area	10	417
<i>1 large group site (300 person capacity)</i>		
<i>2 medium group sites (100 person capacity)</i>		
<i>5 small group sites (50 people)</i>		
<i>50 family picnic sites (10 people)</i>		
Production Agriculture	30	
Community Garden- assumes 115 plots and 85% of plots receiving one visit per week (weekday only)		100
Youth Agriculture		40
Daily visits to tend to youth ag (10 in early am, 10 in evening)		20
Evening meetings - kids dropped off and picked up		20
Demo Gardens (30 people between 8 and 11 am on two mornings/wk)		30
Demo Gardens (130 people midday for meeting once per month)		130
Research		3
Farmer's Market - Weekly morning event for nine months	40	1,000
Produce Stand and Cafe	6	625
School Group Visits (1 bus per day)		90
Total	86	2,683

Typical Weekend Day Use Assumptions (high season)	Staff/ Ag Lessee	Visitors
Trails (2.25 miles)-Pedestrian		531
Trails (2.25 miles)- Bikes		94
Picnic Areas/ Park area	15	1250
<i>1 large group site (300 person capacity)</i>		300
<i>2 medium group sites (100 person capacity)</i>		200
<i>5 small group sites (50 people)</i>		250
<i>50 family picnic sites (10 people)</i>		500
Production Agriculture	30	
Community Garden - 115 family plots, and average of one visit per weekend per plot		115
Youth Agriculture		
Daily visits to tend to youth ag (10 in early am, 10 in evening)	1	20
Once per month workday - kids dropped off in am and picked up	1	30
Demo Gardens (50 people between 8 and 11 am on two mornings/wk)		50
Research	3	20
Produce Stand and Cafe Only (Day)	6	1,250
Total	56	4610

Events (weekend only)	Staff/ Ag Lessee	maximum Visitors	Number per year
Medium Private Event (Wedding; Pavilion Rental, etc.)	10	350	52
Medium Public Event (Master Gardener's Event)	50	400	2
Other Large Events - Festivals	300	6,000	2